



Policies for use

24 August 2021

The purpose of this Policies for Use document is to provide you with our current procedures to follow when you use any of our Information Services. The Policies for Use document should be read in conjunction with the following documents:

- Use of Our Information Services Terms and Conditions
- Example Authorisation Clauses
- Frequently Asked Questions

Purposes for Accessing Our Consumer Credit Reporting Services

Credit reporters such as Equifax are directly regulated by the Office of the Privacy Commissioner (“**OPC**”) The OPC has issued a Code of Practice called the Credit Reporting Privacy Code 2020 (“**Code**”). The Code defines the information which may be reported about an individual and provides that we are only able to disclose credit information to you if you are within Rule 11 of the Code, which includes:

- a **credit provider**, or the agent of a credit provider, and you are:
 - making a credit decision affecting the consumer (credit decisions include related purposes such as debt collection);
 - providing that individual with a quotation of the cost of credit;
 - verifying the identity of that individual in accordance with the requirements of the Anti-Money Laundering and Countering Financing of Terrorism Act 2009;
- a **debt collector**, and you are enforcing a debt owed by the consumer concerned;
- to an **insurer** to investigate a case of suspected insurance fraud;
- a **prospective landlord**, or an agent of a prospective landlord and you are assessing the credit worthiness of the consumer as a prospective tenant or guarantor of a tenant;
- a **prospective employer**, or an agent of a prospective employer, if you are undertaking a pre-employment check for a position involving significant financial risks;
- a **prospective insurer**, or an agent of a prospective insurer;
 - making a decision on the **underwriting or continuation of insurance** in respect of a credit related transaction relating to the consumer;
 - verifying the identity of that individual in accordance with the requirements of the Anti-Money Laundering and Countering Financing of Terrorism Act 2009.

In most of the above cases you have to obtain the individual's consent (authority) to access their credit file.

Rule 11 of the Code sets out the circumstances where credit reporters may disclose credit information without consent of the individual. These may apply to Government agencies, if you are taking court or tribunal proceedings against a consumer, or if you are using the information in a way that does not identify the consumer. You should check with us first if you are unsure about whether an access purpose might apply to you.

You should only apply for the specific accesses which you are eligible for. The application form for Information Services does not elaborate on every access. Instead the less common accesses are aggregated under the heading of *Other* and they only apply to what is permitted under Rule 11. If you seek such an access you may be asked to provide evidence that you qualify for this access.

Each time you use our consumer credit reporting service, you must tell us the purpose for which you are using it before information is supplied to you. You must not use the information we supply to you for any other purpose. For instance, if you tell us you are using the service as a Credit Provider, you are not permitted to use the credit information for any other purposes.

When we undertake our systematic monitoring reviews we may monitor use of our systems and the purpose for which you access the information; and we may ask you to show us how you have used our information. Our subscriber agreement terms oblige you to respond to our requests for information. This enables timely compliance in the context of a complaint and in the context of monitoring.

Our Consumer Credit Reporting Services

To access our consumer credit reporting services, you need to provide us with the requested information in the enquiry fields which we then use to generate a credit report. You will need to complete some mandatory fields when using our services.

You must not use a consumer credit report in order to verify the identity of an individual – this may adversely affect the individual’s credit record by recording credit inquiries against their file. We have other services available to you if you wish to verify an individual's identity. Specifically, our Identity Plus product was designed for identity verification under the AML/CFT legislation.

Driver Licence information (for Matching)

Schedule 6 of the Code sets out requirements for the collection, use and disclosure of New Zealand Drivers’ Licence information received by you and which you provide to us.

If an individual applies for credit you must make it clear that the presentation of their Drivers’ Licence is voluntary.

We will use the Drivers’ Licence information that you have provided to us to check the individual on our system and to check whether the Drivers’ Licence is current; the numbers relate to a licence issued by the New Zealand Government; and has not been reported lost or stolen.

To do this we will match the Drivers’ Licence number and the Drivers’ Licence version number provided. If we find that there is not a match we will return the number to you to contact your customer. We may also use a hashed version of the Drivers’ Licence to retrieve and match to individuals on the bureau.

In addition to the mandatory fields, we recommend you provide us with the information in the other fields in the table below. The quality of the data that you provide us has an effect on the data matching and content of information returned in a credit report.

Consumer Credit Report Enquiry Fields

	Mandatory	Recommended
Access Purpose Code	X	
Consent	X	
Consumer Surname	X	
Consumer First Name	X	
Consumer Second Name		X
Date of Birth		X
Gender		X
Current Address	X	
Previous Address x 2		X
Driver Licence number and version number		X

You need to retain a record as evidence of the customer’s consent (authorisation) as outlined in the section on Record Retention and Destruction below. Refer to Example Authorisation Clauses for the various clauses that may be printed on the bottom of your forms, displayed on your website or spoken to by an operator.

Our Commercial Credit Reporting Services

Our commercial credit reporting services allow you to obtain credit information about incorporated organisations and so are not governed by any privacy legislation. However, our Advanced Business Reports provide credit information about the individual directors, officers, trustees of the incorporated organisation, and therefore are governed by privacy legislation.

To access our commercial credit reporting services, you need to provide us with information in the search and inquiry fields which we then use to generate a credit report. Select to search by the Organisation Name or by the Registration Number.

In addition to the mandatory fields, we recommend you provide details in the other fields. The quality of the data captured has an effect on the data matching and content of information returned in a credit report.

Commercial Credit Report Enquiry Fields

Field	Mandatory	Recommended
Registration Number		X
Registered Name		X
Consent Advanced Business Report	X	
Credit Inquiry Information	X	

Our Consumer Credit Default Reporting Service

Consumer credit default reporting allows you to list and update information about overdue credit amounts owed to you on our consumer credit reporting database. Default amounts must be for \$125.00 or more.

Before you list consumer default information you must have taken steps to recover the overdue amount and it must have been overdue for more than 30 days.

You must have given written notification to the consumer before you list the credit default and ensure that the individual has previously authorised you to list default information with us and for us to supply it as part of our services (except if you are a debt collector).

You must ensure that you are not prevented by or under any law from bringing proceedings against the individual to recover the overdue payment which is the subject of the default.

It is your responsibility to ensure that default information is updated so that it remains accurate, up to date and complete.

We provide a facility for listing and updating large volumes of default information in bulk. If you would like to use this facility you can contact the Data Services Team by e-mailing them on dataservices@equifax.com. They will assist you and provide you with guidance on the requirements.

When consumer default information is listed you need to ensure that you complete the mandatory fields and where possible provide the recommended information below. The quality and accuracy of data captured will have an effect on the data matching and content information in the credit report produced.

Consumer Credit Default Fields

	Mandatory	Recommended
Client account Reference ID	X	
Account Type Code (e.g. credit card)	X	
Joint Liability Flag	X	
Default Original Amount		X
Default Status Type (e.g. paid, unpaid, Settled)	X	
Account Opened Date		X
Narratives		X
Total Loan Amount		X
Default Date	X	
Default Status Date	X	
Default Balance Amount (incl Collections & other fees)	X	
Consumer Surname	X	
Consumer First Name	X	
Consumer Second Name		X
Gender		X
Date of Birth		X
Occupation		X
Employer		X
Current Address	X	
Previous Address		X

Our Commercial Default Reporting Services

Commercial default reporting allows you to list and update information about overdue amounts owed to you on our commercial credit reporting database.

Before you list commercial default information you must have taken steps to recover the overdue amount and it must have been overdue for more than 30 days.

It is your responsibility to ensure that default information is updated so that it remains accurate, up to date and complete.

Where you provide us with commercial default information you will need to complete some mandatory fields.

When commercial default information is listed you need to ensure that you complete the mandatory fields and where possible provide the recommended information below.

Company defaults

	Mandatory	Recommended
Registration Number	X	
Registered Name	X	
Trading Name - show address		X
Address / option to	X	
Filed Date	X	
Date Opened		X

Account Reference		X
Account Type		X
Default Amount Owing	X	
Date of Default	X	
Default Type	X	
New Zealand Business Number		X

Our Identity Plus Service

Our Identity Plus Service is a consumer credit reporting service that allows you to undertake electronic verification for customer due diligence under AML/CFT legislation.

Because this service is a consumer credit reporting service, the requirements regarding use for a particular purpose, authorisation by the individual you are enquiring about (for AML verification) and our ability to monitor your use of the service, continue to apply.

Accessing All Of Our Third Party Validation Services

We provide third party validation services for the sole purpose of confirming identification details.

You must not use the information we provide to you when you use our third party validation services for any other purposes (including for credit reporting or assessment of credit-worthiness).

You can access our third party validation services as stand-alone services or at the same time as accessing a credit report.

When we undertake our systematic monitoring reviews we may monitor use of our systems and the purpose for which you access the information then and we may ask you to show us how you have used our information.

Our Third Party Driver Licence Validation Service

Our third party Driver Licence validation service allows you to verify Driver Licence details with Waka Kotahi (NZTA).

To access this service you need to provide us with information in the enquiry fields. Some fields will be mandatory while the Date of Birth field is recommended.

	Mandatory	Recommended
Driver Surname	X	
Driver First Name	X	
Driver Second Name		X
Date of Birth		X
Driver Licence Number	X	
Driver Licence Version Number	X	
Client Reference Number	X	

Our Property Ownership Validation Service

Our property ownership validation service allows you to verify property ownership details with information obtained from Land Information New Zealand (LINZ) or Quotable Values New Zealand (QVNZ).

To access this service you need to provide us with information in the enquiry fields. Some fields will be mandatory, other fields are recommended.

	Mandatory	Recommended
Company Name		X
Individual Surname		X
Individual First Name		X
Individual Second Name		X
Street Number		X
Street Name	X	
Street Type		X
Suburb		X

Use of User ID's and Codes

When we give you a user name, password, or other identifier to use any of our information services, you must keep the identifier confidential. You are responsible for all use of that identifier. If we ask you to, you must stop using that identifier, or use a replacement identifier we give you.

Where we provide you a user identification code (user ID) to use our information services, you must ensure only one staff member uses that user ID and that you keep records of which staff member uses the User ID.

We can set up multiple User IDs for your staff. Please contact us on 0800 653 309, or assistonline.nz@equifax.com, to request new User IDs or to delete User IDs where they are no longer required. Requests for changes and additions should be made by those with the appropriate level of authorisation in your company. When you do this you will need to give us the following information:

- First Name;
- Last Name;
- Client Account Name; and
- Client Account Number.

It is your responsibility to maintain a User Access Framework for your organisation and to ensure it is always kept up to date when new Users are added or leave the organisation or for those staff members who transfer to other business areas within the organisation where access to our system is not part of their Job Description.

When any of these things occur you must advise us in writing within 5 working days to allow us to add and delete the Users to / from our system. If Users infrequently access our systems they may come to our notice when we do our systematic monitoring. It is your responsibility to ensure that policies, processes and controls are in place to manage, control and prevent this from happening.

Monitoring, Reviews and Compliance

The Code obliges us to monitor and systematically review your usage of our consumer credit reporting services and regularly check your compliance with our agreement.

We may randomly monitor and review your adherence to the Subscriber Agreement Terms and Conditions and to your relevant internal policies, process and procedures as outlined in the Subscriber Agreement.

If we are alerted to any misuse from time to time and if we believe that you have breached the Subscriber Agreement during our systematic monitoring reviews we may suspend or terminate your use of our service.

If we ask you, you must provide:

- Copies of your policies and procedures for use of our consumer credit reporting services;
- Evidence to confirm you have:
 - Consent (authorisation) from an individual, or that you do not need one;
 - Undertaken an enquiry only for the purpose you told us you were using our consumer credit reporting service for; and
 - Information identifying which of your Users has used our consumer credit reporting services.

You will need to nominate one person within your organisation or one contact person for each branch of your organisation, to be responsible for liaising with us and responding to our monitoring, review and compliance requests.

User Access Management Framework

We suggest the following best practice process. Your User Access Management Framework should always be kept up to date. You should have the mechanisms, systems and methodologies in place to control and manage who in your organisation has access to our systems and the purpose use code to do this.

Your records should include:

- Contact person's name and contact details
- For each user per their access code, the date it was provided, the purpose, and if applicable, the date it was removed
- Use of credit reporting policy and framework
- On-going privacy training programmes
- Privacy Policy accessible to all staff members and reviewed annually

Consumer Complaints and Investigations

The Code provides consumers with specific rights in relation to credit information held by credit reporters. Where an individual contacts us in connection with a dispute about an unauthorised accessor any other query we will investigate this and may ask you to provide us with the relevant authorisation and/or customer consent to demonstrate compliance.

You must adhere to the procedures and timeframes for investigating complaints and responding to correction requests set out in the Privacy Act 2020. Where we ask for your assistance in adhering to these procedures and timeframes you must promptly co-operate with us and work with us to facilitate the fair, simple, speedy and efficient resolution of complaints and requests for correction.

If we believe that you have not complied with the Subscriber Agreement and conditions we

may suspend or terminate your use of our services.

Record Retention and Destruction

You must retain either the original document or a scanned in copy of all the information relevant to your use of services and your obligations to us. Any consents you obtain whether recorded or written must be kept for at least 4 years.

Suppression of credit information

Where an individual has lost or mislaid their identification document (e.g. passport) and or their bank cards and they believe that they could expose themselves to fraudulent activity, they can request us to suppress their credit file to prevent this from happening.

The initial suppression can stay on our system for 10 working days or be extended for a year or indefinitely if the individual requests this and we are satisfied upon reasonable grounds that the basis for the extension is compliant.

You will need to assist us if we need you to provide us with relevant documentation or confirmation where pre-existing credit accounts exist to establish that these are unaffected by third party fraud.

Business to Business (B2B) Access Procedures

To access our system using the B2B Link (eg. XML or API), you will need to ensure that your system complies with our most up to date version of our system specifications to allow access.

Any system changes you need to make are your responsibility and at your cost. We may change these specifications from time to time, but we will always give you reasonable notice taking into account the time and cost impact this may have on your business. If we give you access to our client test area, you will use that test area in accordance with any particular instructions we give you.

You acknowledge that data on the test system is de-personalised and that the test system has different performance parameters than our "live" operational system.

All use of our test environment is entirely at your own risk, it is provided on an as is basis.