



## Subscriber Frequently Asked Questions

Recorded below are some typical questions that you may have when you apply to become a Subscriber and the answers to those questions.

If the FAQ list does not address your questions, then please contact your dedicated Sales Representative or Business Development Manager directly who will assist you.

### 1. If I do not agree with the Subscriber Terms and Conditions, who should I speak to?

You should contact your dedicated Sales Representative or Business Development Manager directly.

The Terms and Conditions are set and cannot be changed. They are not negotiable as they are based on regulations which credit reporters must comply with.

Each Subscriber has a dedicated Sales Representative or Business Development Manager attached to a Subscriber. They will assist you in all stages of the application process.

If for some reason you do not remember the name of your dedicated Sales Representative or Business Development Manager after you have become a Subscriber and you need to contact them then you can email us at [assistonline.nz@equifax.com](mailto:assistonline.nz@equifax.com) and we will provide you with the name of your dedicated Sales Representative or Business Development Manager who you can contact.

### 2. Am I able to undertake credit checks today when I have written consent from a customer to do this?

Equifax New Zealand Information Services and Solutions Limited has a responsibility to ensure that Subscribers to Our Information Services comply with the New Zealand Privacy Act 1993 and to the regulations issued by the Privacy Commissioner called the Credit Reporting Privacy Code 2004 (“the Code”).

The Code regulates how credit reporters, including Equifax, handle personal credit information. Because of the very strict requirements recorded in the Code, we have to be reasonably satisfied that your business is in fact eligible to have access to our systems first. To ensure your application is processed as quickly as possible you need to ensure that you complete all the required fields on the application form as well as the Direct Debit Form if applicable.

If you have not completed the form correctly (for example you have left some fields blank) this may delay the application process.

### 3. My company has five branches; does this mean, that I have to have a separate application for each branch?

Where the branches are part of the same company you do not need an application for each branch. We will provide each of your nominated User’s with their own User Code Access. (Your Users may be working in different branches located around the country).

But if your company does have five branches and is controlled by a group company you should tell the Sales Representative or Business Development Manager about your set up before you apply.

#### 4. I'm waiting for my Subscriber application to be approved. How long will this take?

The approval process can take up to five working days to set up your subscriber account. If you have submitted an application that is incomplete this process may take longer.

#### 5. As a landlord I understand that I am only allowed to access your Consumer Credit Reporting Services to assess the credit-worthiness of a prospective tenant or guarantor of a tenancy. Is that correct?

Yes, that is correct. You can only access the Equifax systems for prospective tenants and or guarantors.

#### 6. If I already have a tenant on my books and they default on their rental payments can I list the default with you?

Yes you can but only if you have a Full Subscribers Account with us. You can do this provided you have a tenancy debt – you must have a sealed mediation order or a tenancy tribunal order before you are allowed to list the debt as a default against that individual's consumer credit file. You must have the supporting documentation to do this. The default must only be for any arrears of rent and not for non-credit related matters such as damage to your premises. Default loading is not available to our Subscribers who use our 0900 phone service.

#### 7. I applied for a specific purpose code to access your systems, but you gave me another purpose code. Why did you do this?

Your application may have been declined based on the business and industry category you originally applied for. The industry category may not be allowed to use the purpose code that you applied for.

In this situation we will contact you to discuss what alternative access may be permitted.

#### 8. What is my access purpose code and how do I get it?

When you apply to become a subscriber to our system you will tell us on the application form what type of business you are in. You will choose from the purpose types printed on the form. For example: Credit Provider, Landlord, Employer, etc. When we have reviewed your application and we are satisfied that your application meets the criteria set for that Purpose we will allocate you a valid purpose code and communicate this to you.

#### 9. You initially approved my business access to your systems for the Information Services only, but I actually need the Full Services. What do I need to do to get the Full Service as well?

You need to e-mail us at [subscriptions@equifax.com](mailto:subscriptions@equifax.com) and clearly describe why you now require the Full Services and for which purpose code you require access to and the reasons why. When we



receive this we will review your application. When you switch from the Information Service to the Full Service we will request that you provide us with the necessary supporting documentation required before we approve your application.

### **10. My organisation no longer trades under the name that I originally provided to you when I applied to become a subscriber. I now need to access your system again under my new name. What do I need to do?**

If it is only a change of name, you just need to provide us evidence of the change of name from the Companies Office, and we will update your details.

However, if the Organisation is a different legal entity you will need to complete a new Subscriber Agreement with the most current legal entity name, so we can update our records accordingly. If your organisation is a company, then the details should be loaded onto Companies Office data base.

You need to provide us with instructions on what we should do with your previous account. When we have received your new application, we will review the documentation and then we will return all the relevant documentation relating to the new organisation to you to review. When you have completed all the documents, you will need to email or post them back them to us so that we can review them and make a final approval.

### **11. My business only has one Equifax login, am I expected to provide all of my staff members with their own Equifax login?**

Yes, in order to comply with the Code, each staff member in your company who has access to our systems must have their own login User Code and password.

You are not allowed to share the same password. This is also written into the Subscriber Agreement Terms and Conditions Clause 3.3. (a-f). If you would like other staff members to have access then you will need to provide us with the full details of each staff member so that we can give them their own User name and password. You also need to manage and control who has access to our systems. Where staff members leave the company for any reason the staff member's name and User Access login must be advised to us promptly. This also applies where staff members have transferred to another Business Unit within the company and access to the Equifax system is no longer required.

### **12. On what grounds do you decline an application to become a subscriber?**

We decline Subscriber applications if we believe that the purpose for use that you have selected does not comply with or support the type of business that your organisation is involved in.

For example: If your business is in the Building Industry and you are involved in repairing damaged buildings you may want to do credit checks on builders to determine their creditworthiness before taking them onto your books. This type of application does not comply with the Credit Reporting Privacy Code 2004 for use, so we would decline your application.



**13. I currently operate a small organisation that offers loans to individuals. You approved my application as a credit provider but declined it as a debt collector. Why did you do this?**

If you are collecting debt from individuals that you provided credit to in the first place as part of the credit cycle, we would have approved your access to our information as a credit provider.

As debt collection is directly related to your decision to provide credit to individuals it is not necessary that you are approved as a debt collector.

This Debt Collector access code is primarily used for organisations whose principal activity is the collection of debt on behalf of third parties. Your organisation model does not directly fall into the category of a debt collector. Debt collectors collect debts for other persons.

**14. When I applied to become a subscriber, I ticked the correct purpose codes on the application form, for example; credit provider, landlord, employer etc. Will I still receive the same credit report if I was approved as a landlord and employer but declined as a credit provider?**

Yes, you will still receive the same report irrespective of your purpose type. The purpose code is used for auditing and monitoring purposes only. However, the introduction of Comprehensive Reporting of credit account information means that a different kind of credit report and information will be provided to those eligible to receive access to Comprehensive Reporting. Comprehensive Reporting involves reporting credit account information such as information regarding a credit card or a mortgage or a personal loan. Only a few entities are permitted to have access to this kind of information and these include defined credit providers, telecommunications companies, power and gas retailing companies and some narrowly defined insurers who underwrite credit related transactions. This is clearly set out in the Code. The credit account information which may be disclosed includes: type of credit account; amount of credit extended; capacity of individual (such as account holder, joint account holder or guarantor); status of account as open or closed; date account was opened; and if account closed, date account was closed; details of the credit provider; credit provider's client reference number; and 24 months repayment history information in relation to the account.

**15. As subscriber do I have to have written Policies, processes and internal control procedures in place in my organisation and do all my staff members need to know about them and have access to them?**

Yes in terms of the Subscriber Agreement, Terms and Conditions Clause 3.3. (a) you must have all these documents in place and they must be kept up to date. All staff members must have access to training programmes in your organisation and they must be aware of the obligations placed on them when they access our system.

**16. What may happen if I load a default onto the system before the required 30 days or before I have notified the debtor that the payment is overdue?**

You cannot load a default onto our systems before 30 days has expired. Our systems will not allow this. However, you need to ensure that you have obtained the consent of your customer before you list a default onto our system. If you do not do this your debtor could successfully dispute the listing of



that default. If this happens, you will need to produce and forward all the written notification documentation to us so that we can review the process that you followed. If you have not followed the correct process we will delete the default from that person's credit file. The Subscriber Agreement, Terms and Conditions Clause 2.3. (a) ii refers to this.

### **17. What will happen if I load a default for less than \$125.00?**

We will reject the default and return it to the credit provider. The Credit Reporting Privacy Code 2004 does not now allow us to accept defaults less than a \$125.00.

### **18. Do I have to have consent (authorisation) from my customer before I access their credit file? If I do not have their consent what are the consequences?**

Yes you must have either written (signed), electronic or verbal authorisation from the customer to access their files, (except in specific circumstances, for example, if you are a debt collector). We may ask you to provide the consent to us if the customer tells us that their credit file has been accessed by you without their consent. The Subscriber Agreement, Terms and Conditions Clause 3.1. (a-b) refers to this. If you fail to do this or continue to access without authorisation we may cancel your subscription.

### **19. How long must I retain the customer authorisations for?**

You must keep them for a reasonable period of time and in line with the Maximum Reporting Period recorded in the Policies for Use document. We may perform monitoring reviews on your organisation to check you are complying with your subscriber agreement. As part of this, we may ask you to provide us with copies of the customer consent (authorisations). This includes all paper application consent forms, electronic and verbal consent systems.

### **20. When I applied for credit I voluntarily presented my Drivers License to identify myself. What will you do with the information on my Drivers License?**

When we receive your New Zealand Drivers licence details we will make sure that the number and details given to us relate directly to you and that the licence presented is the current one (e.g. not expired). We will also make sure that it has not been reported as lost or stolen. If we cannot positively match the licence number to you we will communicate this to the credit provider who will contact you directly.

### **21. When I applied for credit at my credit provider, I was informed that I have an outstanding fine on my credit file through the Ministry of Justice. How will this affect my ability to obtain credit?**

We are permitted to make enquiries regarding the existence of outstanding fines from the Ministry of Justice where our subscriber has your consent to do this. The amount that was quoted to you by the credit provider is a cumulative amount and represents all the fines that you have accrued and that have not been paid or entered into an arrangement to pay with the Ministry. This may affect your ability to obtain credit and you will need to make arrangements with the Ministry of Justice to repay



the fines. It may also affect the security of any lending based on personal property (this does not include land).

## 22. I have noticed that you have contacted us a few times recently and requested us to provide you with documents that will support enquiries made by our internal Equifax Users, such as, written consents, our Policies and process and procedures. Why do you need this information?

The Credit Reporting Privacy Code 2004 obligates us to monitor and systematically review our compliance with the Code and our subscriber's compliance with our agreement and policies to ensure that they are completely complying with the Subscriber Agreement Terms and Conditions. We will randomly select a subscriber and request you to provide us with evidence that you have complied with the subscriber agreement. If you do not comply we may suspend and or terminate your use of, for example, our credit reporting services.

## 23. How do I get customer consent (authorisation) to access credit files and/or list defaults?

It is your business decision whether you get a written and signed authorisation from individuals if you (like most of our users) are required to have this. A written and signed authorisation is usually the most robust way because you can always prove the individual did actually authorise you to take the action you took. But if you get authorisation either electronically or by telephone, you need to be able to prove to us if we ask you too that your system and processes are sufficiently robust that it is reasonable to assume a particular individual authorised you to act as you did. If we suspect that your systems for electronic or telephone authorisation are not sufficiently robust, we may need to suspend or terminate your use of our credit reporting services.

## 24. How should I complete the Direct Debit Form?

The Direct Debit Form must be completed correctly and the following rulings need to be adhered to:

The Account Name and Account Number written on the Direct Debit Form must be supported with either:

- a. Bank Account Verification (BAV) which has been bank stamped
- b. Copy of a Deposit Slip showing the account name and account number
- c. A copy of the Account Holders latest Bank Statement showing the account name and the account number to be debited. We need this to ensure that the name and account number are correct

If we receive incomplete and incorrectly completed forms we will return them to you. This could delay the Subscriber take on process.



25. You have provided us with example authorisation clauses. Can we use these as they are given or should we discuss and refer them to our legal department first before we print them on our paper forms or on our electronic systems or records?

These example authorisation clauses are illustrative and indicative only. You should always take advice from your legal department or independent legal advisor about what your business should say in your customer terms and conditions. We do not provide external legal advice.

