

# Credit Reporting Policy

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City Finance Lending Pty Limited

Company:	City Finance Lending Pty Limited
ACN:	602 842 839
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## VERSION CONTROL

Version Number	Date Updated	Notes
1	1 July 2024	Original document prepared and finalised.
2	1 July 2025	Add additional Jurisdiction
3	23 October 2025	Update & Clarification

## SECTION A – INTRODUCTION

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### 1. PURPOSE

- 1.1 City Finance Lending Pty Limited (“**City Finance**”) is committed to complying with all laws, codes of practice and regulations that apply to its business. City Finance recognises its responsibility to ensure its staff are adequately trained and undertake their compliance obligations in a responsible and diligent manner.
- 1.2 This Credit Reporting Policy (“**Policy**”) explains how City Finance manages clients’ Credit Information and Credit Eligibility Information.
- 1.3 This Policy has been developed in accordance with the *Privacy Act 1988* (Cth) (“**Privacy Act**”), Privacy Regulations 2013 (“**Privacy Regulations**”) and the Privacy (Credit Reporting) Code 2025 (“**CR Code**”).
- 1.4 City Finance will review this Policy annually and whenever the Office of the Australian Information Commissioner (“**OAIC**”) issues an update to the CR Code or relevant guidance.

### 2. GLOSSARY

TERM	DEFINITION
<b>Affected Information Recipient</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) a mortgage issuer; or</li> <li>(b) a trade issuer; or</li> <li>(c) a body corporate; or</li> <li>(d) a person referred to in paragraph 21G(3)(b) Privacy Act being a related body corporate of a Credit Provider; or</li> <li>(e) a person referred to in paragraph 21G(3)(c) Privacy Act being a person to whom the disclosure is made who processes an application made for credit or manages credit for the Credit Provider; or</li> <li>(f) an entity or adviser referred to in paragraph 21N(2)(a) Privacy Act such as a legal adviser or a financial adviser.</li> </ul>
<b>Australian Law</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) an Act of the Commonwealth or of a State or Territory;</li> <li>(b) or regulations, or any other instrument, made under such an Act; or</li> <li>(c) a Norfolk Island enactment; or</li> <li>(d) or rule of common law or equity.</li> </ul>

<b>Australian Link</b>	<p>An organisation or SBO has an Australian Link if the organisation or operator is:</p> <ul style="list-style-type: none"> <li>(a) an Australian citizen; or</li> <li>(b) a person whose continued presence in Australia is not subject to a limitation as to time imposed by law; or</li> <li>(c) a partnership formed in Australia or an external Territory; or</li> <li>(d) a trust created in Australia or an external Territory; or</li> <li>(e) a body corporate incorporated in Australia or an external Territory; or</li> <li>(f) an unincorporated association that has its central management and control in Australia or an external Territory.</li> </ul> <p>An organisation or SBO also has an Australian Link if all of the following apply:</p> <ul style="list-style-type: none"> <li>(a) the organisation or operator is not described above;</li> <li>(b) organisation or operator carries on business in Australia or an external Territory;</li> <li>(c) the personal information was collected or held by the organisation or operator in Australia or an external Territory, either before or at the time of the act or practice.</li> </ul>
<b>Australian Privacy Principles ("APPs")</b>	means the legally binding principles that set out standards, rights and obligations in relation to handling personal Information.
<b>Court/Tribunal Order</b>	<p>means an order, direction or other instrument made by:</p> <ul style="list-style-type: none"> <li>(a) a court; or</li> <li>(b) a tribunal; or</li> <li>(c) a judge (including a judge acting in a personal capacity) or a person acting as a judge; or</li> <li>(d) a magistrate (including a magistrate acting in a personal capacity) or a person acting as a magistrate; or</li> <li>(e) a member or an officer of a tribunal;</li> </ul> <p>and included an order, direction or other instrument that is of a interim or interlocutory nature.</p>
<b>CP Derived Information</b>	<p>means any Personal Information (other than Sensitive Information) about the individual:</p> <ul style="list-style-type: none"> <li>(a) that is derived from Credit Reporting Information about the individual that was disclosed to a Credit Provider by a CRB; and</li> </ul>

	<p>(b) that has any bearing on the individual's credit worthiness; and</p> <p>(c) that is used, has been used or could be used in establishing the individual's eligibility for consumer credit.</p>
<b>CRB Derived Information</b>	<p>about an individual means any Personal Information (other than Sensitive Information) about the individual:</p> <p>(a) that is derived by a CRB from Credit Information about the individual that is held by the body; and</p> <p>(b) that has any bearing on the individual's credit worthiness; and</p> <p>(c) that is used, has been used or could be used in establishing the individual's eligibility for consumer credit.</p>
<b>Credit Eligibility Information</b>	<p>means Credit Reporting Information that was disclosed to City Finance by a CRB or CP Derived Information.</p> <p>Credit Eligibility Information is generally held by a Credit Provider and may be disclosed to Affected Information Recipients and other entities in specific circumstances.</p>
<b>Credit Information</b>	<p>means Personal Information (other than Sensitive Information) that is:</p> <p>(a) identification information about an individual; or</p> <p>(b) consumer credit liability information about an individual; or</p> <p>(c) repayment history information about an individual; or</p> <p>(d) a statement that an information request has been made in relation to an individual by a Credit Provider, mortgage insurer or trade insurer; or</p> <p>(e) the type of consumer credit or commercial credit, and the amount of credit, sought in an application:</p> <p>(i) that has been made by an individual to a Credit Provider; and</p> <p>(ii) in connection with which the provider has made an information request in relation to an individual; or</p> <p>(f) default information about an individual; or</p> <p>(g) payment information about an individual; or</p> <p>(h) new arrangement information about an individual; or</p> <p>(i) court proceedings information about an individual; or</p> <p>(j) personal insolvency information about an individual; or</p> <p>(k) publicly available information about an individual:</p>

	<ul style="list-style-type: none"> <li>(i) that relates to an individual's activities in Australia or the external Territories and the individual's credit worthiness; and</li> <li>(ii) that is not court proceedings information about an individual or information about an individual that is entered or recorded on the National Personal Insolvency Index; or</li> <li>(l) the opinion of a Credit Provider that an individual has committed, in circumstances specified by the provider, a serious credit infringement in relation to consumer credit provided by the provider to the individual.</li> </ul>
<b>Credit Provider</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) a bank;</li> <li>(b) an organisation or SBO if a substantial part of the organisation or SBO's business is the provision of credit, such as a building society, finance company or a credit union;</li> <li>(c) a retailer that issues credit cards in connection with the sale of goods or services;</li> <li>(d) an organisation or SBO that supplies goods and services where payment is deferred for seven (7) days or more, such as a telecommunications carriers and energy and water utilities; and</li> <li>(e) certain organisations or SBOs that provide credit in connection with the hiring, leasing or renting of goods.</li> </ul> <p>Importantly, the following entities are not Credit Providers:</p> <ul style="list-style-type: none"> <li>(a) real estate agents;</li> <li>(b) general insurers (within the meaning of the <i>Insurance Act 1973</i> (Cth)); and</li> <li>(c) employers.</li> </ul>
<b>Credit Reporting Body ("CRB")</b>	means an organisation whose business involves handling Personal Information in order to provide another entity with information about the credit worthiness of an individual.
<b>Credit Reporting Information</b>	means Credit Information or CRB Derived Information about an individual.
<b>Personal Information</b>	<p>means information or an opinion about an identified individual, or an individual who is reasonably identifiable:</p> <ul style="list-style-type: none"> <li>(a) whether the information or opinion is true or not; and</li> <li>(b) whether the information or opinion is recorded in a material form or not.</li> </ul>



<b>Sensitive Information</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) information or an opinion about an individual's: <ul style="list-style-type: none"> <li>(i) racial or ethnic origin; or</li> <li>(ii) political opinions; or</li> <li>(iii) membership of a political association; or</li> <li>(iv) religious beliefs or affiliations; or</li> <li>(v) philosophical beliefs; or</li> <li>(vi) membership of a professional or trade association; or</li> <li>(vii) membership of a trade union; or</li> <li>(viii) sexual orientation or practices; or</li> <li>(ix) criminal record;</li> <li>(x) that is also Personal Information; or</li> </ul> </li> <li>(b) health information about an individual; or</li> <li>(c) genetic information about an individual that is not otherwise health information; or</li> <li>(d) biometric information that is to be used for the purpose of automated biometric verification or biometric identification; or</li> <li>(e) biometric templates.</li> </ul>
<b>Small Business Operators ("SBO")</b>	<p>means a person or organisation that has an annual turnover of \$3,000,000 or less. For the purposes of the Privacy Act, health service providers or businesses that trade in Personal Information are not an SBO.</p>

## **SECTION B – COLLECTION OF CREDIT INFORMATION AND CREDIT ELIGIBILITY INFORMATION**

### **3. COLLECTION**

3.1 City Finance will collect Credit Information and Credit Eligibility Information when it is reasonably necessary pursuant to one or more of its business functions or activities.

3.2 This may include:

- (a) providing clients with the products and services they request and, unless City Finance is told otherwise, to provide information on products and services offered by City Finance and external product and service providers for whom City Finance acts as agent;
- (b) complying with City Finance's legal obligations;
- (c) monitoring and evaluating City Finance's products and services;

- (d) gathering and aggregating information for statistical, prudential, actuarial and research purposes;
- (e) assisting clients with queries; and
- (f) taking measures to detect and prevent fraud.

3.3 City Finance may at times collect and retain Credit Information and Credit Eligibility Information in accordance with the Privacy Act and CR Code.

3.4 The Credit Information City Finance may collect generally includes or consists of:

- (a) a client's full name, residential address (including previous addresses), contact details (including telephone and email addresses) and other identity verification emails;
- (b) a client's date of birth and gender;
- (c) credit history (including any repayments missed or late repayments that were made by the client);
- (d) details of any credit provided to the client by other Credit Providers;
- (e) any credit rating or credit assessment score that City Finance has derived or that is provided to City Finance by a CRB; and
- (f) details of any credit-related court proceedings or insolvency applications that relate to the client.

3.5 The Credit Eligibility Information City Finance may collect generally includes or consists of:

- (a) any of the types of credit information listed in 3.4 above which was disclosed to City Finance by a CRB under the Privacy Act;
- (b) any Personal Information (other than Sensitive Information) about the client that is derived by a CRB from Credit Information about the client that is held by the body that has any bearing on the client's credit worthiness and that is used or could be used in establishing the client's eligibility for consumer credit; and
- (c) Credit Reporting Information disclosed by a CRB.

3.6 City Finance may also collect the number and ages of dependants, the length of time at the client's current residential address, the current employer's name and contact details, the length of employment, proof of earnings and, if the client has changed employer in the last few years, details of previous employment.

3.7 Before City Finance requests information about you from a Credit Reporting Body, we will provide you with an Credit Information Request Notice explaining that:

- (a) your consent is not required for the enquiry;
- (b) a record of the enquiry may appear on your credit report; and

- (c) the enquiry may affect your credit score or credit rating in general terms.

3.8 City Finance will keep a record of each Credit Information Request Notice for at least seven (7) years

#### **4. MEANS OF COLLECTION**

4.1 City Finance must only collect Credit Information and Credit Eligibility Information by lawful and fair means.

4.2 City Finance collects Credit Information directly from clients, unless it is unreasonable or impracticable to do so or the client has instructed an agent to act on their behalf.

4.3 City Finance will collect Credit Information from a client when:

- (a) City Finance's Application Form is completed;
- (b) a client provides the information to City Finance's representatives over the telephone or via email;
- (c) a client provides the information to City Finance on its website.

#### **5. STORAGE OF CREDIT INFORMATION AND CREDIT ELIGIBILITY INFORMATION**

5.1 City Finance stores Credit Information and Credit Eligibility Information in different ways, including:

- (a) hard copy on site at City Finance's head office;
- (b) electronically secure data centres which are located in Australia and owned by either City Finance or external service providers;

5.2 In order to ensure City Finance protects any Credit Information and Credit Eligibility Information it holds from misuse, interference, loss, unauthorised access, modification and disclosure, City Finance implements the following procedures and systems:

- (a) access to information systems is controlled through identity and access management;
- (b) employees are bound by internal information security policies and are required to keep information secure;
- (c) all employees are required to complete training about information security;
- (d) City Finance regularly monitors and reviews its compliance with internal policies and industry best practice.

5.3 City Finance may take reasonable steps to destroy or de-identify Credit Eligibility Information it holds about a client where:

- (a) City Finance no longer needs the information for any purpose for which the information may be used or disclosed; and

- (b) City Finance is not required under Australian law or Court/Tribunal Order to retain the information.

## **SECTION C – USE OF CREDIT INFORMATION AND CREDIT ELIGIBILITY INFORMATION**

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### **6. PERMITTED USE**

- 6.1 City Finance may use the Credit Information and Credit Eligibility Information that is collected from clients to help City Finance to decide whether or not to provide credit to a client. City Finance may also use Credit Information and Credit Eligibility Information to derive or calculate a credit assessment score in relation to a client, which may be used to help in conducting an assessment of a client's creditworthiness.
- 6.2 The Credit Information and Credit Eligibility Information that City Finance holds about clients is used:
  - (a) to assess any application for credit;
  - (b) to collect payments that are owed to City Finance in respect of any credit previously provided to a client;
  - (c) where the client has offered to guarantee credit that City Finance has offered to provide the client's company or entity, to assess their suitability as a guarantor of that credit and to enforce that guarantee if required;
  - (d) to assess and respond to any access or correction requests;
  - (e) where City Finance is consulted by a CRB or another Credit Provider about an access or correction request that a client makes to those entities, to respond to that consultation request;
  - (f) where a client complains to the Office of the Australian Information Commissioner ("OAIC") or the Australian Financial Complaints Authority ("AFCA") about City Finance's treatment of Credit Information and Credit Eligibility Information, to respond to that complaint and to seek legal or other professional advice in relation to such complaint; and
  - (g) where a client otherwise expressly consents to the use.
- 6.3 Where City Finance uses Credit Information and Credit Eligibility Information under section 6.2, City Finance must make a written note of that use. City Finance does not rely on the individual's consent as the legal basis for obtaining or using Credit Reporting Information. All such collections and uses are authorised under the Privacy Act and the CR Code.

### **7. DIRECT MARKETING**

- 7.1 City Finance must not use or disclose the Credit Information or Credit Eligibility Information it holds about a client for the purpose of direct marketing.

## **SECTION D – DISCLOSURE OF CREDIT INFORMATION**

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### **8. NOTIFICATION OF COLLECTION**

- 8.1 City Finance must notify the client of the name and contact details of the CRB at the time or before it collects Credit Information about a client that it will likely disclose to the CRB. City Finance must also comply with Section 3.7 (Information Request Notice) before collecting or disclosing Credit Information to a CRB.

### **9. PERMITTED DISCLOSURE**

- 9.1 The credit information that City Finance holds about clients can be disclosed to a CRB in the following circumstances:

- (a) City Finance is a member of AFCA; and
- (b) City Finance knows, or believes on reasonable grounds that the client is at least eighteen (18) years old; and
- (c) the CRB has an Australian Link; and
- (d) the Credit Information disclosed meets the following requirements:
  - (i) the information does not relate to an act, omission, matter or thing that occurred or existed before the client turned eighteen (18) years old;
  - (ii) if the information relates to consumer credit or commercial credit – the credit is or has been provided, or applied for, in Australia;
  - (iii) if the information is about repayment history:
    - A. City Finance holds an Australian Credit Licence or is authorised under the National Consumer Credit Protection Act 2009 (Cth); and
    - B. the repayment information disclosed relates to consumer credit liability information about the client; and

- 9.2 Where City Finance discloses Credit Information to a CRB under this section 9, City Finance must make a written note of that use.

## **SECTION E – DISCLOSURE OF CREDIT ELIGIBILITY INFORMATION**

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### **10. PERMITTED DISCLOSURE**

10.1 The Credit Eligibility Information that City Finance holds about clients can be disclosed:

- (a) to any of City Finance's related companies;
- (b) where the disclosure is to:
  - (i) a person for the purposes of processing an application for credit made with City Finance; or
  - (ii) a person who manages credit provided by [insert defined company name] for the use in managing that credit;
- (c) where the disclosure is to:
  - (i) a third party that the client or City Finance has asked to act as a guarantor of any credit provided; and
  - (ii) the third party has an Australian link; and
  - (iii) the client has expressly consented in writing to the disclosure of Credit Eligibility Information;
- (d) to a mortgage insurer with an Australian Link for the purposes of obtaining mortgage insurance or arising under a contract for mortgage insurance;
- (e) where the disclosure is to:
  - (i) another Credit provider or agent of another Credit Provider for a particular purpose; and
  - (ii) the Credit Provider or agent has an Australian Link; and
  - (iii) the client has expressly consented in writing the disclosure of Credit Eligibility Information;
- (f) where both of the following apply:
  - (i) City Finance believes on reasonable grounds that the client has committed a serious credit infringement; and
  - (ii) City Finance discloses the information to another Credit Provider that has an Australian Link<sup>1</sup> or to an enforcement body;
- (g) where the disclosure is to:

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<sup>1</sup> Please note under this section where the Credit Eligibility Information has been derived from repayment history, the Credit Eligibility Information cannot be disclosed to a Credit Provider with an Australian Link.

- (i) a third party that carries on a business or undertaking that involves the collection of debt on behalf of City Finance; and
- (ii) the primary purpose of disclosure is for collecting payments that are overdue; and
- (iii) the Credit Eligibility Information provided is limited to:
  - A. identification information about the client; or
  - B. court proceedings information about the client; or
  - C. personal insolvency information about the client; or
  - D. default information about the client.
- (h) where both of the following apply:
  - (i) the disclosure is to the OAIC or AFCA; and
  - (ii) City Finance is a member of AFCA; and
- (i) the disclosure is required by Australian Law or Court/Tribunal Order.

## **SECTION F – CROSS BORDER DISCLOSURE OF INFORMATION**

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### **11. DISCLOSING PERSONAL INFORMATION TO CROSS BORDER RECIPIENTS**

11.1 Where City Finance discloses Credit Information or Credit Eligibility Information about a client to a recipient who is not in Australia, City Finance must ensure that the overseas recipient does not breach the Australian Privacy Principles (with the exception of APP1).

11.2 The countries City Finance may disclose to include:

- (a) Australia;
- (b) India;
- (c) Fiji
- (d) Philippines.

11.3 Section 11.1 does not apply where:

- (a) City Finance reasonably believes that:
  - (i) information is subject to a law or binding scheme that has the effect of protecting the information in a way that is at least substantially similar to the way in which the Australian Privacy Principles protect the information; and

- (ii) there are mechanisms that the client can access to take action to enforce that protection of the law or binding scheme; or
- (b) both of the following apply:
  - (i) City Finance has informed the client that if they consent to the disclosure of information City Finance will not take reasonable steps to ensure the overseas recipient does not breach the Australian Privacy Principles; and
  - (ii) after being so informed, the client consents to disclosure;
- (c) the disclosure of the information is required or authorised by or under an Australian law or a Court/Tribunal Order; or
- (d) a Permitted General Situation (other than the situation referred to in item 4 or 5 of the table in subsection 16A(1) of the Privacy Act) exists in relation to the disclosure of the information by City Finance.

**11.4** When Credit Information or Credit Eligibility Information is stored in cloud environments accessible from multiple countries, City Finance will take reasonable steps to ensure those service providers comply with the Privacy Act and CR Code.

## **SECTION G – ACCESS TO CREDIT ELIGIBILITY INFORMATION**

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### **12. ACCESS**

- 12.1 City Finance must give a client access to the Credit Eligibility Information it holds about a client if so requested.
- 12.2 City Finance must respond to any request for access to Credit Eligibility Information within thirty (30) calendar days after the request is made.
- 12.3 City Finance must not provide access without first obtaining evidence to satisfy itself as to the identity of the client making the request and the person's entitlement under the Privacy Act and CR Code to access.
- 12.4 City Finance must give access to the Credit Eligibility Information in the manner requested by the client, if it is reasonable and practicable to do so and must take such steps as are reasonable in the circumstances to give access in a way that meets the needs of City Finance and the client.
- 12.5 City Finance must present the information clearly and accessibly and provide reasonable explanations and summaries of the information to assist the client to understand the impact of the information on the client's credit worthiness.
- 12.6 City Finance must not charge a client for making a request and must not impose excessive charges for the client to access their Credit Eligibility Information.



### **13. WRITTEN NOTICE OF CREDIT REFUSAL**

13.1 If City Finance decline an application for consumer credit wholly or partly based on information obtained from a Credit Reporting Body, it will issue a written notice that:

- (a) states that the decision was based wholly or partly on information from a Credit Reporting Body;
- (b) identifies the Credit Reporting Body used and provides its contact details; and
- (c) advises you of your right to obtain a free copy of your credit report from that Credit Reporting Body within 90 days and to seek correction of any errors.

13.2 Copies of these notices are retained for at least seven (7) years.

13.3 City Finance are not required to provide detailed reasons for a credit refusal, but will ensure that any information relied upon has been obtained and used in compliance with the Privacy Laws.

### **14. EXCEPTIONS**

14.1 City Finance is not required to give a client access to their Credit Eligibility Information if:

- (a) giving access would be unlawful; or
- (b) denying access is required or authorised by or under an Australian law or a Court/Tribunal order; or
- (c) giving access would be likely to prejudice one or more enforcement related activities conducted by, or on behalf of, an enforcement body.

### **15. REFUSAL TO GIVE ACCESS**

15.1 If City Finance refuses to give access in the manner requested by the client, City Finance will give the client a written notice that sets out:

- (a) the reasons for the refusal except to the extent that, having regard to the grounds for the refusal, it would be unreasonable to do so; and
- (b) the mechanisms available to complain about the refusal to the OAIC or AFCA.

## **SECTION H – CORRECTION OF CREDIT INFORMATION AND CREDIT ELIGIBILITY INFORMATION**

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### **16. CORRECTION**

16.1 City Finance must take reasonable steps to correct all Credit Information and Credit Eligibility Information having regard to the purpose for which the information is held where:

- (a) City Finance is satisfied the information is inaccurate, out of date, incomplete, irrelevant or misleading; or
- (b) the client requests City Finance corrects the information within thirty (30) days of the request being made.

16.2 City Finance must not charge a client for making a request and correcting the Credit Information or Credit Eligibility Information.

## **17. NOTICE OF CORRECTION**

17.1 Where City Finance has previously disclosed Credit Information or Credit Eligibility Information it has corrected, City Finance will, within a reasonable period provide each recipient a written notice of the correction.

## **SECTION I – COMPLAINTS**

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### **18. POLICY**

18.1 City Finance has internal procedures in place to deal with client complaints, through the Dispute Resolution Policy.

### **19. RECEIVING COMPLAINTS**

19.1 City Finance's employees must immediately refer clients wishing to make a complaint to the Compliance Officer. This ensures that wherever possible, the complaint will be investigated by a staff member not involved in the subject matter of the complaint.

19.2 On receiving a complaint, the following information must be recorded:

- (a) date of complaint;
- (b) name of client;
- (c) contact details of client;
- (d) format of complaint (phone/email/letter/fax);
- (e) preferred contact method of client (phone/email/letter/fax);
- (f) details of the complaint; and
- (g) classification of the complaint (Refer to section 20).

19.3 Once the complaint is received, the Compliance Officer must acknowledge receipt of the complaint within seven (7) calendar days using the preferred contact method of the client and attempt to resolve the complaint within thirty (30) calendar days of it being received.

### **20. COMPLAINTS RECEIVED OVER THE PHONE**

20.1 The following procedure must be followed when a complaint is received orally:

- (a) identify yourself, listen, record details and determine what the client wants;
- (b) confirm the details received;
- (c) empathise with the client in a courteous manner;
- (d) explain the courses of action available;
- (e) do not attempt to lay blame or be defensive;
- (f) resolve the complaint if possible or commit to doing something immediately, irrespective of who will ultimately handle the complaint;
- (g) don't create false expectations;
- (h) inform the client of the name and contact details of the person who will be formally dealing with the complaint (i.e. the Compliance Officer);
- (i) refer the matter immediately to the Compliance Officer (even if you resolved the matter); and
- (j) record the details in the complaints register.

## **21. CLASSIFICATION OF COMPLAINTS**

21.1 All complaints must be classified by City Finance and then analysed to identify systemic, recurring and single incident problems and trends.

21.2 Level 1 – the least serious complaints. The complaint could not be resolved at first contact with the client. Some complaints at this level will require the assistance of other employees at City Finance. The complaint can be resolved without escalating it to the Compliance Officer.

21.3 Level 2 – more serious complaints. The Compliance Officer must be informed of the complaint and may provide input where necessary to help resolve the complaint.

21.4 Level 3 – the most serious complaints. This type of complaint will require the involvement of the Compliance Officer.

## **22. RESPONSIBILITY FOR AND INVESTIGATION OF COMPLAINTS**

22.1 At first instance the Compliance Officer is responsible for dealing with complaints.

22.2 If the Compliance Officer is unable to resolve the complaint within thirty (30) calendar days, a letter or email must be provided before the end of the period which:

- (a) informs the client of the reasons for the delay;

- (b) the expected timeframe to resolve the complaint;
- (c) seeks the client's agreement to an extension period that is reasonable in the circumstances to resolve the complaint; and
- (d) advise the client that they may contact AFCA or the OAIC and provide the relevant contact details.

## **23. RESOLUTION OF COMPLAINTS**

23.1 When an outcome is reached for a complaint, the client needs to be advised of the final response by email, fax or letter.

## **24. COMPLAINTS REGISTER**

24.1 A Complaints Register is to be compiled and managed by the Compliance Officer.

24.2 A copy of the Complaints Register is to be provided to the Compliance Officer prior to the quarterly meeting of the Compliance Committee.

24.3 The Compliance Officer must maintain a soft copy record of the Complaints Register on file.

## **25. IDENTIFYING AND RECORDING SYSTEMIC ISSUES**

25.1 The Compliance Officer should aim to identify any systemic issues or recurring complaints as a result of compiling the Complaints Register.

25.2 Where any systemic issues or recurring complaints are identified, these should be addressed to the Compliance Officer by preparing a report to accompany the Complaints Register. The issues will be included in the Compliance Report presented at the next Compliance Committee Meeting. This will encourage the identification of compliance issues or risks, which can be investigated to determine their causes and then rectified.

## **26. EXTERNAL DISPUTE RESOLUTION SCHEME**

26.1 City Finance is a member of AFCA. AFCA is the External Dispute Resolution ("EDR") Scheme approved by ASIC.

26.2 This external and impartial service is available to clients free of charge. It has jurisdiction to hear and resolve any dispute that is not resolved by City Finance's Internal Dispute Resolution process.

26.3 The external and impartial process will apply the law and may take into account what is fair in all the circumstances to both the client and City Finance.

26.4 City Finance has a guide for clients that includes reference to the availability of this EDR mechanism.

## **SECTION J – RECORD KEEPING**

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## **27. DOCUMENT RETENTION POLICY**

27.1 In accordance with City Finance's Document Retention Policy, City Finance will maintain adequate records that evidence their compliance with Part IIIA of the Privacy Act, Privacy Regulations and CR Code for a minimum period of five (5) years.

## **28. TYPE OF RECORDS**

28.1 City Finance is required to maintain the following records:

- (a) information where credit-related personal information is destroyed to meet obligations under Part IIIA of the Privacy Act, the Privacy Regulations and CR Code (if possible);
- (b) where City Finance receives Credit Eligibility Information disclosed to it by another Credit Provider:
  - (i) the date on which the information was disclosed;
  - (ii) the Credit Provider who disclosed the information;
  - (iii) a brief description of the type of information disclosed; and
  - (iv) evidence relied upon that the consent requirements have been met;
- (c) for each disclosure that a Credit Provider makes of Credit Reporting Information or Credit Eligibility Information:
  - (i) the date on of the disclosure;
  - (ii) a brief description of the type of information disclosed; and
  - (iii) evidence that the disclosure was permitted under Part IIIA of the Privacy Act, the Privacy Regulations and CR Code;
- (d) records of any consent provided by a client for the purposes of Part IIIA of the Privacy Act, the Privacy Regulations and CR Code;
- (e) records of any written notice given to a client stating that a consumer credit application has been refused within ninety (90) days of disclosure by a CRB to City Finance of Credit Reporting Information in relation to that client; and
- (f) records of correspondence and actions taken in relation to:
  - (i) requests to establish or extend a ban period;
  - (ii) request for, or notifications of, corrections;
  - (iii) complaints;
  - (iv) pre-screening requests by City Finance; and

- (v) monitoring and auditing of City Finance in accordance with Part IIIA of the Privacy Act, the Privacy Regulations and CR Code.
- (g) records of all Credit Information Request Notices issued and acknowledgements recorded;
- (h) records of any written notice given under s 20U(3) of the Privacy Act (credit refusal notice).

## **SECTION K – CONCLUSION**

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### **29. POLICY BREACHES**

- 29.1 Breaches of this Policy may lead to disciplinary action being taken against the relevant party, including dismissal in serious cases and may also result in prosecution under the law where that act is illegal. This may include re-assessment of bonus qualification, termination of employment and/or fines (in accordance with the Privacy Act).
- 29.2 Staff are trained internally on compliance and their regulatory obligations to City Finance. They are encouraged to respond appropriately to and report all breaches of the law and other incidents of non-compliance, including City Finance's policies, and seek guidance if they are unsure.
- 29.3 Staff must report breaches of this Policy directly to the Director.

### **30. POLICY REVIEW**

- 30.1 This Credit Reporting Policy will be reviewed on at least an annual basis by the Compliance Officer having regard to the changing circumstances of City Finance and immediately following any amendment to the CCR or OAIC Guidance to ensure ongoing compliance. The Compliance Officer will report review outcomes to the Director.

Issued by ***City Finance Lending Pty Limited – 23 October 2025***