

# CDR Policy Compliance XREF Mapping

provided by Regional Australia Bank to the CDR Community in August 2020

## Document Purpose

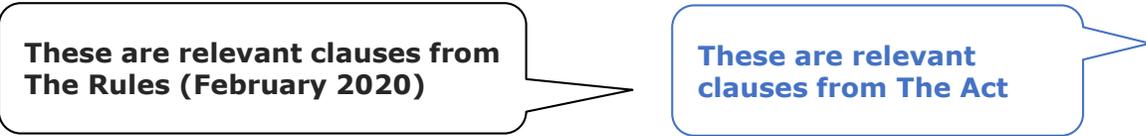
This document was created to help demonstrate why each element of Regional Australia Bank's July 2020 CDR Policy was required and how it could be associated with a requirement of the Rules or the Act.

The Policy is available in both interactive and static formats at: <https://www.regionalastraliabank.com.au/our-cdr-policy>

## How to use this document

This mapping has been done against the static version of the CDR policy. You may wish to do something similar to help communicate with your Compliance and UX Design teams.

On its own, this document will not demonstrate compliance – for that we suggest using it in conjunction with the CDR Policy XREF Requirements Template.



**These are relevant clauses from  
The Rules (February 2020)**

**These are relevant  
clauses from The Act**

**Remember:** Some rules don't apply to this CDR policy design because they are for Data Holders. This version of the CDR policy was designed to meet requirements of a Data Recipient.

**Disclaimer:** The information in this document is provided “as is” with no guarantee of completeness

**Rule 7.2(2)**

For paragraph 56ED(3)(b) of the Act, a CDR entity's CDR policy must be in the form of a document that is distinct from any of the CDR entity's privacy policies.

**Act 56ED(3)(b)**

The CDR entity must have and maintain a clearly expressed and up-to-date policy that is in a form approved in accordance with the consumer data rules;

**Act 56ED(7)(b)**

in accordance with the consumer data rules

**Rule 7.2(8)**

For paragraph 56ED(7)(b) of the Act, a CDR participant must make its CDR policy readily available through each online service by means of which the CDR participant ordinarily deals with CDR consumers.

**Act 56ED(7)(a)  
free of charge;**



Consumer Data Right  
(CDR) Policy



Regional Australia Bank presents this Consumer Data Right (CDR) Policy online and in paper to its community. This document is free of charge. You can also view this policy online or request it at any of our branches.

**Act 56ED(3)(a)**

The CDR entity must have and maintain a clearly expressed and up-to-date policy that is about the CDR entity's management of CDR data; and

**Act 56ED(8)**

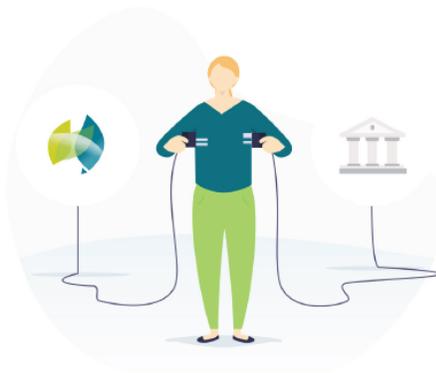
If a copy of the CDR entity's policy is requested by a CDR consumer for the CDR data, the CDR entity must give the CDR consumer a copy in accordance with the consumer data rules.

**Rule 7.2(9)**

For subsection 56ED(8) of the Act, if a copy of a the CDR participant's policy is requested by a CDR consumer, the participant must give the CDR consumer a copy:  
(a) electronically; or  
(b) In hard copy;

## Data we ask you to share

In order to provide you our service, we will ask you to share your data with us.



### Data we need

We need to collect data that your bank is able to provide. With your consent, we will collect and use it for the purpose you agreed to, and we will delete it after it has been used for that purpose.

- The following classes of data are collected by Regional Australia Bank.

#### Transaction details

- Incoming and outgoing transactions
- Dates
- Who you have sent money to and received money from (e.g. their name)
- Amounts
- Descriptions of transactions

#### Account balance and details

- Name of account
- Account balance
- Interest rates
- Account mail address
- Account terms
- Type of account
- Account number
- Discounts
- Fees

#### Act 56ED(5)(b)

the purposes for which the CDR entity may collect, hold, use or disclose such CDR data with the consent of a CDR consumer for the CDR data;

#### Act 56ED(5)(a)

the classes of CDR data held by (or on behalf of) the CDR entity as an accredited data recipient, and how such CDR data is held;

#### Rule 7.2(4)(f)(i)

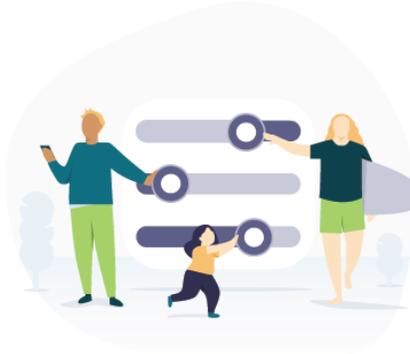
Include the following information about deletion of redundant CDR data: when it deletes redundant data;

**Act 56ED(5)(b)**

the purposes for which the CDR entity may collect, hold, use or disclose such CDR data with the consent of a CDR consumer for the CDR data;

## Your data, your control

We only collect banking information necessary to provide our service. You have the power to view and change your consent via our secure dashboard.



### You are in control of your data

- We will not sell your data to anyone. We will not provide your data to any third party without telling you first and asking for permission.
- We do not charge any fees either to Data Recipients or Consumers for disclosure of data.
- If you ask us to, we will share your banking data with other third parties who are accredited under the Consumer Data Right
- We only use your data for the purpose you agreed to and we will delete it after it's used for that.
- You can also revoke your consent any time and we will delete all your data immediately.
- Under Australian law, we might be required to retain some de-identified information, for example, if it has been used as part of a credit assessment.

**Rule 7.2(4)(f)(i)**

Include the following information about deletion of redundant CDR data: when it deletes redundant data;

**Rule 7.2(4)(e)(i)**

if applicable-include the following information about de-identification of CDR data that is not redundant data: how the accredited person uses CDR data that has been de-identified in accordance with the CDR data de-identification process to provide goods or services to CDR consumers;

**Rule 7.2(4)(f)(ii)**

Include the following information about deletion of redundant CDR data: how a CDR consumer may elect for this to happen;

## Your data, your control cont.

### Managing your data

#### 📌 Where to manage your consent

- We provide a secure dashboard where you can view and revoke the consent you've given. You can access it anytime via our website: <https://mycdr.regionalaustraliabank.com.au>

#### 📌 If you want to stop us using this data

- Go to your dashboard, follow the prompts and revoke your consent at any time. There are no penalties for withdrawal of consent by consumers.

#### 📌 When you stop sharing this data

- If you have a loan application being processed this application will be cancelled.
- You will have to re-do your loan application and upload your financials manually.
- We will delete all data you have shared with us from our systems

#### ➤ We've built our CDR technology with security at the foundation. We follow best practices in keeping your data secure when you have shared it with us.

#### 📌 If a security breach occurs we:

- Contain the data breach to prevent any further leak of personal information
- Assess the data breach by gathering the facts. Then check the risks or potential harm to affected consumers and take action to reduce any risk of harm.
- Notify consumers and the Commissioner if required. If the breach is an 'eligible data breach' under the Notifiable Data Breach scheme, we notify the Commissioner.
- Review the incident and consider what actions we can take to prevent future breaches.

#### Rule 7.2(4)(h)(i) and (ii)

include the following information about the CDR consumer's election to delete their CDR data:  
information about how the election operates and its effect;  
information about how CDR consumers can exercise the election.

#### Rule 7.2(4)(a)

include a statement indicating the consequences to the CDR consumer if they withdraw a consent to collect and use CDR data; and

#### Rule 7.2(4)(f)(i)

Include the following information about deletion of redundant CDR data:  
when it deletes redundant data;

#### Act 56ED(5)(h)

the events about which the CDR entity will notify the CDR consumers of such CDR data;

#### Rule 7.2(4)(f)(ii)

Include the following information about deletion of redundant CDR data:  
how a CDR consumer may elect for this to happen;

#### Rule 7.2(4)(f)(iii)

Include the following information about deletion of redundant CDR data:  
how it deletes redundant data; and

**Rule 7.2(5)(b)**

if the accredited person ordinarily discloses (by sale or otherwise) de-identified data to one or more other persons:

**Rule 7.2(4)(d)**

if the accredited data recipient is likely to disclose CDR data of a kind referred to in subsection 56ED(5) of the Act to such a service provider that: is based overseas; and is not an accredited person; include the countries in which such persons are likely to be based if it is practicable to specify those countries in the policy; and

**Rule 7.2(4)(b)**

Include a list of the outsourced service providers (whether based in Australia or based overseas, and whether or not any is an accredited person); and

**Compliance Note:**

We're also adding a link to the OSP page which contains even more information <https://www.regionalaustriabank.com.au/personal/support/outsourced-service-providers>

**Rule 7.2(4)(c)**

for each such service provider-include: the nature of the services it provides; and the CDR data or classes of CDR data that may be disclosed to it; and

## Your data and third parties

We need to understand your financial health so we can deliver better services. We may use services from some Australian based third parties to do it.



- We only use third parties that have a written agreement with us and are required to follow our terms and conditions.
- Your data will not leave Australia.
- We do not use any overseas third party providers for CDR data.

→ **We have a public list of third party service providers that you can view at any time. This list shows the types of data we share with them.**



BASIQ PTY LTD

→ <https://basiq.io>

→ Sydney, Australia

**What we use them for:**

- Basiq provide us with the aggregated summary report of your financial data. This helps us perform your Loan Affordability Assessment.

**Act 56ED(5)(b)**

the purposes for which the CDR entity may collect, hold, use or disclose such CDR data with the consent of a CDR consumer for the CDR data;

**Act 56ED(5)(g)**

the circumstances in which the CDR entity may disclose such CDR data to a person who is not an accredited person;

**Act 56ED(5)(e)**

whether the CDR entity is likely to disclose such CDR data to accredited persons who are based overseas;

**Act 56ED(5)(b)**

the purposes for which the CDR entity may collect, hold, use or disclose such CDR data with the consent of a CDR consumer for the CDR data;

**Rule 7.2(4)(e)(i)**

if applicable-include the following information about de-identification of CDR data that is not redundant data: how the accredited person uses CDR data that has been de-identified in accordance with the CDR data de-identification process to provide goods or services to CDR consumers;

**Rule 7.2(5)(a)**

how the accredited person de-identifies CDR data, including a description of techniques that it uses to de-identify data; and

**Act 56ED(5)(i)**

the circumstances in which the CDR entity must delete or de-identify such CDR data in accordance with a request given by a CDR consumer for the CDR data under the consumer data rules.

## Who you share your data with

We will de-identify your data by hiding your name and account number before we share it with any third party.



- ➔ Any third parties we use for CDR will also delete all your data once it's used for the purpose you agreed to.

**Rule 7.2(4)(f)(i)**

Include the following information about deletion of redundant CDR data: when it deletes redundant data;

**Act 56ED(5)(c)**

how a CDR consumer for such CDR data may access the CDR data and seek the correction of the CDR data;

**Act 56ED(5)(d)**

how a CDR consumer for such CDR data may complain about a failure of the CDR entity to comply with this Part or the consumer data rules, and how the CDR entity will deal with such a complaint;

**Rule 7.2(6)(a) and (b)**

where a CDR consumer complaint can be made;  
how a CDR consumer complaint can be made;

**Rule 7.2(6)(f)**

the participant's process for handling CDR consumer complaints;

**Rule 7.2(6)(g)**

time periods associated with various stages in the CDR consumer complaint process;

## Have your say

If you're not satisfied in any way, please tell us about it so we can make things right. Regional Australia Bank is a member of the Australian Financial Complaints Authority (AFCA).



→ This is a known external dispute resolution system we follow for CDR processes.

**If you aren't satisfied with our conduct or service, you can make a complaint by:**

- ☞ Call us on 132 067
- ☞ Use our Contact us Form online
- ☞ enquires@regionalaustraliabank.com.au
- ☞ Mail: PO Box U631 Armidale 2351

### How we handle CDR complaints

- ☞ Regional Australia Bank offers our members an internal complaint and dispute resolution procedure that is readily accessible and free of charge.
- ☞ You can report a complaint to any staff member of Regional Australia Bank. If at all possible, the problem will be resolved immediately. If this is not possible, your problem will be referred to a supervisor or manager, who will try to resolve the problem by the next business day.
- ☞ Our aim is to have your complaint resolved in a timely manner but may take up to 45 days.

## Have your say cont.

**Rule 7.2(6)(d)**  
when acknowledgement of a CDR consumer complaint can be expected;

**Rule 7.2(6)(f)**  
the participant's process for handling CDR consumer complaints;

**Rule 7.2(6)(g)**  
time periods associated with various stages in the CDR consumer complaint process;

- ➔ If your complaint is not resolved within 5 business days, you will receive an acknowledgement letter which will provide you with a reference number for your complaint.
- ➔ We will contact you by phone or mail to notify you of the outcome.
- ➔ You are not obliged to pursue a dispute with us using our internal dispute resolution procedure. If you do use our internal dispute resolution, you may commence legal proceedings against us before, after or at the same time as using our internal dispute resolution procedure.
- ➔ Find out more about how we handle complaints on our website: <https://www.regionalaustraliabank.com.au/feedback-and-complaints>

**Rule 7.2(6)(e)**  
what information is required to be provided by the complainant;

### What further options do I have?



We are a member of the [Australian Financial Complaints Authority \(AFCA\)](#).

AFCA provides an external and impartial procedure for resolving disputes between customer owned banks and their members. AFCA is free of charge to members.

If you are not satisfied with the final outcome of your complaint, you may pursue the matter further with AFCA. Once a complaint has been made to AFCA, they will contact Regional Australia Bank directly to begin investigations. You can contact AFCA on:

- o [1800 931 678](tel:1800931678) (free call)
- o [info@afca.org.au](mailto:info@afca.org.au)
- o [www.afca.org.au](http://www.afca.org.au)
- o GPO Box 3  
Melbourne VIC 3001

**Rule 7.2(6)(h)**  
options for redress;

**Rule 7.2(6)(i)**  
options for review;

**Rule 7.2(6)(c)**  
when a CDR consumer complaint can be made;

### How long will it take?

Frequently, complaints are simply cases of confusion or misunderstanding which can be sorted out to everybody's satisfaction very quickly.

However, not all complaints can be dealt with quickly. Our aim is to have your complaint resolved in a timely manner but may take up to 45 days. If your complaint is not resolved within 5 business days, you will receive an acknowledgement letter which will provide you with a reference number for your complaint.

If the complaint has not been resolved within 21 days, we will inform you that we need more time to investigate.

In exceptional circumstances the resolution may take longer than 45 days and we will keep you informed of the progress of the investigation.

### Let's talk about it:

The simplest way of solving a problem is to talk to someone about it. If you are unhappy regarding any of Regional Australia Bank's products or services, we would like to hear about it. Our staff are trained to efficiently and courteously deal with all types of problems. Please do not hesitate to contact us if you are not completely happy with any aspect of your dealings with Regional Australia Bank.

For the purpose of resolving your complaint, we may ask for your personal information, including your name, contact information and the details of your complaint.

### How to contact us

- o In Person: Visit your nearest branch and talk to a staff member during the branch's business hours.
- o Telephone: Call a Service Support Team Member on [132 067](tel:132067) (Mon-Fri 8am to 6pm, Sat 8.30am to 12pm)
- o Online: Use the [contact us form](#) on our website 24/7.
- o Email: Reach us at [enquires@regionalaustraliabank.com.au](mailto:enquires@regionalaustraliabank.com.au) 24/7
- o Mail: PO Box U631 Armidale NSW 2351