

CDR representatives

Fact Sheet

18 July 2024

Version Control

10 February 2022	Version 1	First version of the CDR representatives FAQs
16 November 2023	Version 2	Version 2 adopts a new template and incorporates amendments to the CDR Rules since version 1 was published
18 July 2024	Version 3	New section 3.5 on representations made to consumers

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1. Introduction

1.1. Consumer Data Right

The Consumer Data Right (CDR) gives consumers greater control over their data, enabling them to share their data with accredited third parties to access better deals on everyday products and services.

A glossary of common terms is published on the [CDR website](#).

1.2. CDR representative model

Under the CDR representative model, eligible persons can become CDR representatives (and therefore participate in the CDR scheme) without having to become accredited, where they enter into a CDR representative arrangement with an unrestricted accredited person.

1.3. This fact sheet

This fact sheet contains general information on the CDR representative model.

This is version 2 of the CDR Representatives fact sheet. This new version of the fact sheet incorporates recent amendments to the CDR Rules, including the [Competition and Consumer \(Consumer Data Right\) Amendment Rules \(No. 1\) 2023](#).

2. CDR representatives and CDR representative principals

2.1. CDR representative

A **CDR representative** is a person who participates in the CDR through a written contract with a **CDR representative principal**, who is a person with unrestricted accreditation (see section 2.2).

The CDR representative may offer goods or services on behalf of their CDR representative principal or they may offer their own goods or services.

Once a person becomes a CDR representative, they deal directly with the consumer (see section 3.4). The consumer deals with the CDR representative as if they are accredited.

To become a CDR representative, the person must enter into a CDR representative arrangement, which is a written contract with the CDR representative principal that enables the CDR representative to participate in CDR (see section 3). A CDR representative cannot enter into more than one CDR representative arrangement.

2.2. CDR representative principal

To become a CDR representative principal, a person must have **unrestricted accreditation**. A person with sponsored level (not unrestricted) accreditation cannot become a CDR representative principal.¹

A person with unrestricted accreditation can become a CDR representative principal by entering into a CDR representative arrangement with a CDR representative (see section 3). A CDR representative principal can have multiple CDR representative arrangements with different CDR representatives.

The CDR representative principal is responsible for the conduct of their CDR representative, in a similar way to an agency arrangement.

¹ For more information about seeking accreditation at the unrestricted or sponsored level, see the [ACCC's Consumer Data Right accreditation guidelines](#).

3. CDR representative arrangements

A CDR representative arrangement is a written contract between a CDR representative principal and a CDR representative that allows the CDR representative to collect CDR data (via its CDR representative principal) and use or disclose the data to provide goods or services to a CDR consumer.

A CDR representative arrangement:

- must satisfy certain minimum requirements (see section 3.1); and
- sets out both parties' obligations in dealing with CDR data (see sections 4.2 and 4.3).

A CDR representative arrangement must be a written contract.²

A CDR representative cannot access or use CDR data under a CDR representative arrangement until its details have been entered on the Register of Accredited Persons (see section 4.1).³

3.1. Minimum requirements for a CDR representative arrangement

A CDR representative arrangement is a written contract which provides that:

- the CDR representative will offer goods and services to a CDR consumer for which it will need to use or disclose CDR data of the consumer. A CDR representative cannot offer such services to CDR consumers in their capacity as CDR business consumers.⁴
- after the CDR representative obtains consent from the consumer for their CDR data to be collected (by the CDR representative principal) and used and (where relevant) disclosed by the CDR representative, the CDR representative principal will make any appropriate consumer data requests.⁵ The CDR representative principal will then disclose the relevant CDR data (known as 'service data'⁶) to the CDR representative.⁷
- The CDR representative will use the CDR data to provide the relevant goods or services to the CDR consumer.⁸
- The CDR representative may also disclose the consumer data in accordance with a **disclosure consent** to provide services to the CDR consumer.⁹ The CDR representative arrangement should clearly state the types of disclosure consents that the CDR representative can seek from a CDR consumer (for example, insight

² CDR Rules, rule 1.10AA(1).

³ CDR Rules, rule 1.10AA(1)(c).

⁴ CDR Rules, rule 1.10AA(1)(a). Note: a CDR representative may still offer goods and services to a person who is a CDR business consumer, but if it does so, it cannot do so in the person's capacity as a business consumer. This means a CDR representative may seek to receive, use and disclose a business consumer's CDR data, but the representative cannot: receive a business consumer disclosure consent, a business consumer statement, a consent for a duration of more than 12 months, or perform any other function for the CDR consumer in its capacity as a CDR business consumer.

⁵ A CDR participant is a data holder, or an accredited data recipient, of the CDR data, see *Competition and Consumer Act 2010* (Cth) s 56AL.

⁶ 'Service data' in a CDR representative arrangement consists of any CDR data that was disclosed to the CDR representative for the purposes of the arrangement, or directly or indirectly derives from such CDR data (see rule 1.10AA(5)).

⁷ CDR Rules, rule 1.10AA(1)(b)(i).

⁸ CDR Rules, rule 1.10AA(1)(b)(ii).

⁹ Ibid.

disclosure consents,¹⁰ ‘accredited person’ (AP) disclosure consents,¹¹ and ‘trusted adviser’ (TA) disclosure consents¹²).¹³

- The CDR representative and CDR representative principal cannot do the things mentioned above until the details of the CDR representative have been entered into the Register of Accredited Person¹⁴
- The CDR representative must comply with any CDR rules that are expressed as applying to a CDR representative.¹⁵

The written contract between the CDR representative and CDR representative principal must contain certain terms.

The CDR representative arrangement must impose the following obligations on CDR representatives:

- The CDR representative must not enter into a CDR representative arrangement with another CDR representative principal.¹⁶
- The CDR representative must not engage a person as the provider in a CDR outsourcing arrangement in relation to service data except as provided in the CDR representative arrangement.¹⁷
- The CDR representative must comply with the following privacy safeguards¹⁸ for any service data as if it were the CDR representative principal:¹⁹
 - Privacy Safeguard 2 (giving the CDR consumer the option of using a pseudonym, or not identifying themselves)
 - Privacy Safeguard 4 (destroying unsolicited CDR data)
 - Privacy Safeguard 6 (use and disclosure of CDR data)
 - Privacy Safeguard 7 (use and disclosure of CDR data for direct marketing)
 - Privacy Safeguard 11 (ensuring the quality of CDR data) (other than the requirement on data holders to ensure CDR data disclosed under the CDR Rules is accurate, up to date and complete)²⁰
 - Privacy Safeguard 12 (security of CDR data and destruction or de-identification of redundant data)
 - Privacy Safeguard 13 (correction of CDR data)

¹⁰ An ‘insight disclosure consent’ is consent given by a CDR consumer which authorises the ADR to share consumer data, as an insight with a specified person (CDR Rules, rule 1.10A(3)).

¹¹ An ‘AP disclosure consent’ is a consent that a CDR consumer gives for an ADR to disclose their data to an accredited person in response to a consumer data request (CDR Rules, rule 1.10A(1)(c)(i)).

¹² A ‘TA disclosure consent’ is a consent that a CDR consumer gives for an ADR to disclose their data to their trusted adviser (CDR Rules, rule 1.10A(1)(c)(iii)).

¹³ As noted above, CDR representatives are not permitted to disclose CDR data under a business consumer disclosure consent. A ‘business consumer disclosure consent’ is a consent that a CDR business consumer gives for an ADR to disclose their data to a specified person such as a bookkeeper or accounting platform (CDR Rules, rule 1.10A(1)(c)(v)).

¹⁴ CDR Rules, rule 1.10AA(1)(c).

¹⁵ CDR Rules, rule 1.10AA(1)(d).

¹⁶ CDR Rules, rule 1.10AA(3)(a).

¹⁷ CDR Rules, rule 1.10AA(3)(b).

¹⁸ The privacy safeguards are found in the *Competition and Consumer Act 2010* (Cth) ss 56ED-56EP. The rules relating to the privacy safeguards, including additional and specific obligations, are stated in the CDR Rules, including in Division 7.2.

¹⁹ CDR Rules, rule 1.10AA(4)(a) and (g).

²⁰ The CDR representative arrangement must require the CDR representative, when holding, using or disclosing service data, to comply with sections 56EN(2)-(5) of the *Competition and Consumer Act 2010* (Cth) as if it were the CDR Representative.

- The CDR representative must comply with the following privacy safeguards for any service data as if it were an accredited data recipient:
 - Privacy Safeguard 8 (overseas disclosure of CDR data)
 - Privacy Safeguard 9 (adoption or disclosure of government-related identifiers)
- The CDR representative must take the steps set out in Schedule 2 of the CDR Rules to protect the service data as if it were the CDR representative principal.²¹
- The CDR representative must not use or disclose service data other than in accordance with the CDR representative arrangement²² and in accordance with one or more of the permitted uses or disclosures of the data that are specified in the CDR Rules.²³
- When directed by the CDR representative principal, the CDR representative must delete any service data it holds in accordance with the CDR data deletion process²⁴ and provide records of deletion to the CDR representative principal.²⁵
- The CDR representative must adopt and comply with the CDR representative principal's CDR policy in relation to CDR service data.²⁶

See rules 1.10AA and 1.16A for further information.

3.2. How many CDR representative arrangements can a CDR representative principal have?

A CDR representative principal can enter into any number of CDR representative arrangements.

3.3. How many CDR representative arrangements can a CDR representative have?

A CDR representative can only enter into one CDR representative arrangement with one CDR representative principal.²⁷

3.4. Engaging with consumers under a CDR representative arrangement

Once the details of a CDR representative arrangement are entered on the Register of Accredited Persons, a CDR representative can begin to engage with CDR consumers:

- Before the CDR representative principal can collect the consumer's CDR data, the consumer must give the CDR representative a **collection consent** and a **use consent**. The CDR representative can then use the CDR data to provide goods and services to the consumer or for another permitted use under the CDR Rules (see section 4.1).

²¹ CDR Rules, rule 1.10AA(4)(b)

²² CDR Rules, rule 1.10AA(4)(c). A CDR representative principal will be liable for a breach of rule 1.16A(2)(b) where a CDR representative uses or discloses CDR data in circumstances where the CDR representative arrangement does not provide for the CDR representative to do that thing.

²³ CDR Rules, rule 1.10AA(4)(d). See rules 7.5(1)(j) and 7.5(3)(e) for the permitted uses or disclosures that apply where CDR data is disclosed from a CDR representative principal to a CDR representative.

²⁴ CDR Rules, rule 1.18.

²⁵ CDR Rules, rule 1.10AA(4)(e).

²⁶ CDR Rules, rule 1.10AA(4)(f).

²⁷ CDR Rules, rule 1.10AA(3)(a).

- If the consumer has given a collection consent, the CDR representative can also ask the consumer to give a **disclosure consent**. A disclosure consent (a TA disclosure consent, AP disclosure consent or insight disclosure consent) allows the CDR representative to disclose the CDR data. For example, the TA disclosure consent allows for disclosure of CDR data to a consumer’s trusted advisor, such as a tax agent or mortgage broker. CDR representatives are not permitted to disclose CDR data under a business consumer disclosure consent.²⁸
- If a CDR representative receives a consumer data request from an accredited person, the CDR representative can seek an AP disclosure consent from the consumer to disclose the relevant data.²⁹
- After the consumer consents to the CDR representative collecting and using CDR data, the CDR representative principal requests the CDR data from the relevant CDR participant on the CDR representative’s behalf. The CDR representative principal then discloses the data to the CDR representative who uses or discloses the CDR data to provide goods or services to the CDR consumer.

See Division 4.3A of the CDR Rules for further information about giving and amending consents to CDR representatives.

A CDR representative is not permitted to deal with a CDR consumer in their capacity as a CDR business consumer.³⁰

The CDR representative and CDR representative principal must comply with the data minimisation principle which requires that CDR data is not:

- collected beyond what is reasonably needed to provide the good or service to which a consumer has consented; and
- used beyond what is reasonably needed in order to provide the requested goods or services or to fulfil the other purpose consented to by the CDR consumer.³¹

The CDR representative can provide the applicable consumer dashboard³² on the CDR representative principal’s behalf.³³ This may be appropriate where the CDR representative principal thinks that is a better arrangement for business or consumer experience reasons.

3.5. How CDR representatives describe themselves to CDR consumers

Any information or claim that a CDR representative provides about itself or its products or services must be accurate, truthful and based on reasonable grounds. CDR representatives should take steps to make sure they don’t make false or misleading claims.

In particular, CDR representatives are not:

- accredited under the CDR
- approved, endorsed, cleared, permitted etc. by the ACCC or another regulatory body in order to participate in the CDR

²⁸ CDR Rules, rule 1.10A(1)(c)(v).

²⁹ CDR Rules, rule 4.3B.

³⁰ CDR Rules, rule 1.10A(1)(a).

³¹ CDR Rules, rule 1.8.

³² The consumer dashboard is an online service that eligible consumers can use to manage consumer data requests and consents (see CDR Rules, rule 1.14).

³³ CDR Rules, rule 1.14(5).

- a 'CDR participant' (defined as a data holder or accredited data recipient under section 56AL of the Competition and Consumer Act 2010).

This is not an exhaustive list and we encourage CDR representatives to carefully consider any representations they make to CDR consumers to avoid making false or misleading claims. For further information, see the ACCC's guidance on [false or misleading claims](#).

CDR representatives are also not permitted to use the CDR logo. For further information, see sections 2.1, 2.4 and 2.5 of our [CDR logo fact sheet](#).

4. CDR responsibilities and obligations

4.1. Engaging a new CDR Representative

When a CDR representative principal engages a new CDR representative, it must:

- make sure it has a CDR representative arrangement in place that meets the requirements of the CDR Rules³⁴
- notify the **Data Recipient Accreditor**³⁵ of the new arrangement as soon as practicable.³⁶ This must be no later than 5 business days after the new arrangement has been entered into. The Data Recipient Accreditor will enter the arrangement into the Register of Accredited Persons³⁷
- include in the CDR representative principal's notification:
 - the date the arrangement was entered into
 - the name and address of the CDR representative
 - the ABN of the CDR representative or, if it is a foreign entity, another unique business identifier
 - the name and contact details of the CDR representative's directors or anyone responsible for the CDR representative
 - the nature of any goods or services that the CDR representative will provide using CDR data
- not make any consumer data requests on behalf of the CDR representative until the CDR representative's information is entered on the Register of Accredited Persons³⁸
- keep records of the arrangement as required under the CDR Rules³⁹ (see sections 5.1 and 5.2).

4.2. CDR representative principal's obligations

The CDR representative principal is responsible for the conduct of their CDR representative, in a similar way to an agency arrangement.

The CDR representative principal must ensure that its CDR representatives comply with their obligations under the CDR representative arrangement.⁴⁰ If a CDR representative fails to comply, the CDR representative principal may be held liable and face enforcement action.

In addition to the requirements in section 4.1 above, the CDR representative principal must:

- notify the Data Recipient Accreditor as soon as practicable if a CDR representative arrangement ends. They must do so within 5 business days after that occurs⁴¹ (see section 6.1)

³⁴ The terms which a CDR representative arrangement must include are set out in 1.10A(1), 1.10(3 and 1.10(4) of the CDR Rules.

³⁵ The Data Recipient Accreditor is currently the Australian Competition and Consumer Commission (ACCC).

³⁶ This notification can be made via the [CDR Participant Portal](#).

³⁷ CDR Rules, rule 5.14.

³⁸ CDR Rules, rule 1.10AA(1)(c).

³⁹ CDR Rules, rule 9.3.

⁴⁰ CDR Rules, rule 1.16A.

⁴¹ CDR Rules, rule 5.14(5).

- ensure that its CDR representative complies with Division 4.3A of the CDR Rules,⁴² which concerns the giving and amending of consents to CDR representatives
- meet the **internal dispute resolution** requirements set out in the CDR Rules and be a member of a recognised external dispute resolution scheme for CDR consumer complaints (see also section 5.3)
- include a list of its CDR representatives in its CDR policy. The list must give details of the nature of the goods and services that each CDR representative provides to customers using CDR data⁴³
- update and maintain the **consumer dashboard**.⁴⁴

The CDR representative principal also has record-keeping and reporting obligations for its CDR representative arrangements – see sections 5.1 and 5.2.

4.3. CDR representatives’ obligations

Once its details appear on the Register of Accredited Persons, a CDR representative can engage with consumers as outlined in section 3.4 above.

Under a CDR representative arrangement, a CDR representative cannot:

- access, use or disclose CDR data until the CDR representative arrangement details have been entered on the Register of Accredited Persons. This means the CDR representative principal cannot disclose any consumer data to the CDR representative until the arrangement appears on the Register⁴⁵
- directly collect data from a data holder or ADR. Only the CDR representative principal can do this⁴⁶
- seek consents from a consumer in their capacity as a CDR business consumer, including business consumer disclosure consents or consents with greater than 12 months duration⁴⁷
- engage an outsourced service provider in relation to service data, except as provided in the CDR representative arrangement⁴⁸
- enter into another CDR representative arrangement⁴⁹
- use or disclose the CDR data it obtains under a CDR representative arrangement other than in accordance with its arrangement with the CDR representative principal.⁵⁰

⁴² CDR Rules, rule 1.16A(3).

⁴³ CDR Rules, rules 7.2(4)(ac) and (ad).

⁴⁴ CDR Rules, rule 1.14. The CDR representative principal can delegate the responsibility for maintaining and updating the consumer dashboard to the CDR representative. However, as the accredited person must comply with privacy safeguard 10, the obligation to update the consumer dashboard still remains with the CDR representative principal. It is the performance of that obligation that can be delegated to the CDR representative (rule 1.14).

⁴⁵ CDR Rules, rule 1.10AA(1)(c).

⁴⁶ CDR Rules, rule 1.10AA(1)(b).

⁴⁷ CDR Rules rule 1.10AA(1)(a).

⁴⁸ CDR Rules, rule 1.10AA(3)(b). Note: Because a CDR representative cannot collect CDR data except as “service data” through its CDR representative principal, it cannot engage an outsourced service provider to collect CDR data.

⁴⁹ CDR Rules, rule 1.10AA(3)(a).

⁵⁰ CDR Rules, rule 1.10AA(4)(c).

The CDR representative must also adopt and comply with the CDR representative principal's CDR policy in relation to the service data under the CDR representative arrangement.⁵¹

4.4. Liability for CDR representatives' use or disclosure of CDR data

The CDR representative principal must ensure its CDR representative complies with its requirements under the CDR representative arrangement. The principal is liable for a CDR representative's collection, use or disclosure of service data.

A CDR representative principal breaches the civil penalty provision in rule 1.16A(2) if its CDR representative:

- (a) fails to comply with a required provision of the CDR representative arrangement;⁵²
or
- (b) does one of the things referred to in subrule 1.10AA(2) in circumstances where the CDR representative arrangement does not provide for the CDR representative to do that thing.

A CDR representative principal breaches the civil penalty provision in rule 1.16A(4) if its CDR representative fails to comply with a provision of Division 4.3A.

If the CDR representative uses or discloses service data in a way that is not permitted by the CDR Rules, the CDR representative principal is responsible for that breach⁵³ and is taken to have contravened the civil penalty provision in rule 7.6(1). The CDR representative principal is also liable if a CDR representative does not comply with Privacy Safeguards 2, 4, 6, 7, 8, 9, 11, 12 or 13.⁵⁴

The CDR representative principal is also liable for any breaches of the CDR Rules or certain Privacy Safeguards by their CDR representatives' direct or indirect outsourced service providers.⁵⁵

4.5. Disclosing CDR data to a CDR representative

The CDR representative principal can disclose CDR data to a CDR representative when:

- they have a valid CDR representative arrangement with the CDR representative that satisfies the minimum requirements,
- the arrangement is entered on the Register of Accredited Persons, and
- the CDR representative has obtained all necessary consents for the collection and disclosure of the CDR data by the CDR representative principal.

The CDR representative principal can disclose data to a CDR representative so the CDR representative can:

- use the CDR data to provide goods or services

⁵¹ CDR Rules, rule 1.10AA(4)(f).

⁵² CDR Rules, rule 1.16A(5): A provision of a CDR representative arrangement is a "required provision" if it is a provision of a kind referred to in any of subrules 1.10AA(1), (3) and (4).

⁵³ CDR Rules, rule 7.6(4).

⁵⁴ For further information, see CDR Rules 7.3(2), 7.3A, 7.6(4), 7.8A, 7.9(5), 7.10A, 7.11(2), 7.12(3) and 7.16.

⁵⁵ See for example, rules 7.3B, 7.6(2), 7.8B, 7.9(5), 7.11(3) and 7.12(3).

- in accordance with a current de-identification consent, de-identify data to use for general research or to disclose to another person (including by sale).⁵⁶ Note that, if the CDR representative is seeking consent to de-identify CDR data, there are some additional requirements – see rule 4.15
- transform, analyse or otherwise derive CDR data to provide goods or services
- disclose to the CDR consumer any of the consumer’s own CDR data in providing goods or services to them
- otherwise disclose the consumer’s CDR data in accordance with a current disclosure consent.⁵⁷

A CDR representative principal may also disclose data to a CDR representative for uses or disclosures that relate to direct marketing:

- The CDR representative can give the CDR consumer information about:
 - upgraded or alternative goods or services
 - offers to renew existing goods or services
 - information about the benefits of existing goods or services
 - information about other goods or services provided by another accredited person.
- The CDR representative can use CDR data (for example, analyse it) to provide the consumer with direct marketing information.⁵⁸

⁵⁶ ACCC, De-identification of CDR data under the Consumer Data Right guidance (October 2022), available at <https://www.cdr.gov.au/resources/guides/de-identification-cdr-data-under-consumer-data-right-guidance>.

⁵⁷ CDR Rules, rule 7.5(1)(j).

⁵⁸ CDR Rules, rule 7.5(3)(e).

5. Record-keeping and reporting

5.1. Records a CDR representative principal must keep

A CDR representative principal must keep and maintain records on each of its CDR representatives.⁵⁹ Broadly, these records must state and explain the CDR representative arrangement and the CDR representative's use and management of CDR data. For example, the CDR representative principal must keep records that record and explain:

- the CDR representative arrangement itself
- the steps the CDR representative principal has taken to ensure the CDR representative complies with its obligations under the arrangement
- all consents that CDR representatives have obtained from CDR consumers, and amendments to and withdrawals of those consents
- the process the CDR representative uses to ask for those consents or for an amendment to a consent, including a video of each process
- disclosures of CDR data for CDR insights, to accredited persons, and to trusted advisors
- notifications of withdrawals of authorisation by data holders
- CDR complaint data
- CDR data that the CDR representative has de-identified or deleted and how the CDR representative used any de-identified data
- terms and conditions on which the CDR representative offers consumers goods and services for which the CDR representative collects or uses CDR data or discloses it to an ADR
- any outsourcing arrangements to which the CDR representative, or a direct or indirect OSP of the CDR representative, is a party.

See rule 9.3(2A) for the full list of records that the CDR representative principal must keep.

5.2. CDR representative principals' reporting obligations

Twice a year, the CDR representative principal must submit individual reports on each of its CDR representatives to the ACCC and the Office of the Australian Information Commissioner (OAIC). The reports must use the ACCC's approved form.⁶⁰

The reporting periods are:

- 1 January to 30 June
- 1 July to 31 December.

The reports must be submitted within 30 days of the end of the reporting period (i.e. 30 July and 30 January).

Each report must contain the following information, for each CDR representative:

- a summary of the CDR complaint data

⁵⁹ CDR Rules, rule 9.3(2A).

⁶⁰ The current approved form for CDR representative principals can be found on the cdr.gov.au website.

- a description of the goods or services that the CDR representative provides (unless this description was provided in the previous reporting period); the CDR data the CDR representative needs to offer each of those goods or services; and the reason they need that data
- a description of any material changes made to these goods or services since the previous reporting period
- the total number of consumer data requests the CDR representative principal has made on behalf of its CDR representative during the reporting period
- the total number of consumer data requests the CDR representative has made to the CDR representative principal during the reporting period
- the total number of CDR consumers the CDR representative provided goods or services to using CDR data during the reporting period
- the total number of trusted adviser and insight disclosure consents the CDR representatives received from CDR consumers during the reporting period.

See rule 9.4(2A) for more information about reporting obligations.

5.3. Consumer Complaints

A **CDR consumer complaint** includes a complaint from a CDR consumer that is made to and/or about CDR representatives and the goods or services they provide using CDR data.⁶¹

Where a CDR consumer complaint is received, the CDR representative principal is responsible for handling it in line with its internal dispute resolution process.

The CDR representative principal's dispute resolution process must meet the 'internal dispute resolution requirements' in the CDR Rules.⁶²

The dispute resolution obligation sits with the CDR representative principal, but the parties to a CDR representative arrangement can agree on how to conduct the dispute resolution process. For example, they may agree that the CDR representative is best placed to respond to complaints in the first instance because it has a relationship with the consumer.

The OAIC has the primary responsibility for consumer complaints about privacy and data handling for CDR. A consumer must first complain to the relevant business before they can lodge a complaint with the OAIC. The OAIC may refer complaints to an external dispute resolution scheme or the ACCC if it considers that they are better placed to review the matter.

CDR representative principals must comply with their external dispute resolution (EDR) requirements.⁶³ CDR representative principals must be a member of a recognised EDR scheme dealing with CDR consumer complaints. CDR representative principals in the banking sector must be members of the Australian Financial Complaints Authority (AFCA).⁶⁴ Depending on the circumstances, CDR representative principals in the energy sector must be AFCA members, both an AFCA member and a member of the relevant state or territory energy and water ombudsman (EWO) member, or an EWO member only.⁶⁵

⁶¹ CDR Rules, rule 1.7(1).

⁶² See CDR Rules, Schedule 3, clause 5.1, for the banking sector; and Schedule 4, clause 5.1, for the energy sector.

⁶³ CDR Rules, rules 5.12(1)(b) and (c).

⁶⁴ CDR Rules, clause 5.2, Schedule 3.

⁶⁵ CDR Rules, clause 5.2, Schedule 4. "EWO" stands for Energy and Water Ombudsman.

CDR representative principals should ensure they can meet the expectations of the relevant EDR scheme with respect to how CDR consumer complaints referred to the EDR scheme should be managed. For example, this may include notifying the EDR scheme when taking on new CDR representatives so that the EDR scheme can easily identify the relevant CDR representative principal when a CDR consumer complaint is made about a CDR representative.

6. Ending a CDR representative arrangement

6.1. CDR representative principals' responsibilities when a CDR representative arrangement ends

When a CDR representative arrangement ends, the former CDR representative principal ceases to have that status in respect of the former CDR representative. The former CDR representative principal cannot rely on the rules relating to the CDR representative arrangement to:

- make consumer data requests to a data holder; or
- use, disclose or otherwise manage CDR data.

The former CDR representative principal must ensure that, where it has collected CDR data under a consumer data request, it must not use or disclose it, or CDR data directly or indirectly derived from it, other than for a permitted use or disclosure. This includes any uses or disclosures in relation to the former CDR representative.

The former CDR representative principal must also:

- notify the Data Recipient Accreditor if their arrangement with a CDR representative ends within 5 business days;⁶⁶ and
- maintain the records relating to the former arrangement for 6 years.⁶⁷

The former CDR representative principal may continue to be bound by other requirements in the Privacy Act and its contracts with the former CDR representative. These matters are outside the scope of this fact sheet and parties should seek appropriate legal advice.

6.2. CDR representatives' responsibilities when a CDR representative arrangement ends

When a CDR representative arrangement ends, the former CDR representative ceases to be a CDR representative. It cannot rely on the rules relating to the CDR representative arrangement to:

- collect data from its former CDR representative principal; or
- use, disclose or otherwise manage CDR data.

Any consents given to the CDR representative in that capacity will also expire. As such, the requirements to delete or de-identify relevant CDR data will be triggered.

The former CDR representative may continue to be bound by other requirements in the Privacy Act and its contracts with the former CDR representative principal. These matters are outside the scope of this fact sheet and parties should seek appropriate legal advice.

⁶⁶ CDR Rules, rule 5.14.

⁶⁷ CDR Rules, rule 9.3(5).