



Australian Government



Consumer
Data Right

CDR representative FAQs – Guidance for ADRs

Purpose

These FAQs provide guidance to accredited data recipients (ADRs) regarding the ‘CDR representative model’, one of the new pathways to participation introduced in [version 3 of the CDR rules](#).

Frequently asked questions

1. What is the ‘CDR representative’ model?

The CDR representative model allows eligible participants to access the CDR and use consumer data without the need to become accredited, provided they are offering CDR-related goods or services to consumers as a representative of an unrestricted accredited person.¹ To use the CDR representative model, an unaccredited person (the ‘CDR representative’) must enter into a ‘CDR representative arrangement’ with an unrestricted accredited person (the ‘CDR principal’).

From the point of view of a CDR consumer, the consumer deals with the CDR representative as if they were an accredited person. The consumer provides their consent to the CDR representative to request the goods or services, the CDR representative identifies the data required to fulfil the request and this data is then disclosed from the accredited person to the consumer via the CDR representative.

2. Who is a ‘CDR principal’?

Persons with unrestricted accreditation can be ‘CDR principals’ and have CDR representatives. Accredited persons with sponsored level (not unrestricted) accreditation are not able to enter CDR representative arrangements.² The CDR principal is responsible for the conduct of their CDR representative, in a similar way to an agency arrangement.

3. Who is a ‘CDR representative’?

A CDR representative is the representative of the CDR principal that deals directly with the consumer. CDR representatives may offer goods or services on behalf of their CDR principal, or they may offer goods or services on their own behalf. CDR representatives can only enter into a CDR representative arrangement with one CDR principal.

4. What is a ‘CDR representative arrangement’?

A CDR representative arrangement sets out the agreement between the CDR principal (the unrestricted accredited person) and CDR representative (the unaccredited person) for the CDR representative to collect and use CDR data. It also sets out the respective obligations of the CDR principal and the CDR representative in relation to that CDR data.

¹ Note that a reference to a ‘person’ in the CDR Rules includes a body corporate as well as an individual.

² For more information about seeking accreditation at the unrestricted or sponsored level, please see the [ACCC's Accreditation Guidelines](#).

A CDR representative arrangement must be a written contract. It cannot allow the CDR representative to access or use CDR data unless the CDR representative's details have been entered on the Register of Accredited Persons (Register).

5. What are the minimum required terms for a CDR representative arrangement?

A CDR representative arrangement must require the following:

- after a CDR representative obtains a consumer's consent to collect and use CDR data, the CDR principal will make a consumer data request to the relevant CDR participant. The CDR principal can then disclose the relevant CDR data (known as 'service data'³ in the CDR rules) to the CDR representative.
- the CDR representative will use the CDR data to provide the relevant goods or services to the CDR consumer, and may also disclose the consumer data in accordance with a disclosure consent. The CDR representative arrangement should clearly state the types of disclosure consents being sought, which can include insight disclosure consents, AP disclosure consents, and TA disclosure consents.

The CDR representative arrangement must also provide that the CDR representative must:

- not enter a CDR representative arrangement with another CDR principal
- not engage an outsourced service provider in its own right
- comply with the following privacy safeguards in relation to any service data as if it were the CDR principal:
 - 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 8 (overseas disclosure of CDR data),
 - privacy safeguard 9 (adoption or disclosure of government-related identifiers),
 - privacy safeguard 11 (ensuring the quality of CDR data),
 - privacy safeguard 12 (security of CDR data) and
 - privacy safeguard 13 (correction of CDR data)
- take the steps in Schedule 2 to the CDR rules to protect the service data for the purposes of meeting privacy safeguard 12 as if it were the CDR principal
- not use or disclose service data other than in accordance with the contract with the CDR principal
- when directed by the CDR principal, delete any service data it holds in accordance with the CDR data deletion process and provide records of such deletion to the CDR principal
- adopt and comply with the CDR principal's CDR policy in relation to the service data.

6. How many CDR representative arrangements can an unrestricted accredited person have in place?

³ 'Service data' in relation to 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(3)).

There is no restriction in the CDR Rules as to the number of CDR representative arrangements an unrestricted accredited person (CDR principal) can enter. However, a CDR representative is only permitted to enter one CDR representative arrangement with one CDR principal (rule 1.10AA(2)(b)).

7. What does a CDR principal need to do when it engages a new CDR representative?

A CDR principal needs to take a number of steps when it engages a new CDR representative, including:

- ensure it has a CDR representative arrangement in place that meets the requirements of the rules (rule 1.16A)
- notify the Data Recipient Accreditor (currently the Australian Competition and Consumer Commission (ACCC)) of the new arrangement as soon as practicable,⁴ but no later than 5 business days after the new arrangement has been entered into, to have those details reflected on the Register (rule 5.14). The CDR principal's notification must include the following details:
 - the date the arrangement was entered into
 - name and address of the CDR representative
 - the ABN of the CDR representative, or if it is a foreign entity, another unique business identifier
 - name and contact details of the CDR representative's directors or any persons responsible for the CDR representative
 - the nature of any goods or services to be provided by the CDR representative using CDR data.
- ensure it does not make any consumer data requests on behalf of the CDR representative until the CDR representative's information is entered onto the Register (rule 1.10AA(2)(g))
- keep relevant records that relate to the arrangement as required under the rules (rule 9.3). More detail on a CDR principal's record keeping obligations is set out below at question 13.

8. What are the CDR principal's obligations?

A CDR principal must ensure that its CDR representative complies with its obligations under the CDR representative arrangement (rule 1.16A). If a CDR representative fails to comply, the CDR principal may be held liable and face enforcement action.

The CDR principal must also:

- notify the Data Recipient Accreditor of the new arrangement as soon as practicable (but no later than 5 business days after the new arrangement has been entered into), so the relevant details of the arrangement can be entered into the Register (rule 5.14)
- notify the Data Recipient Accreditor if a CDR representative arrangement terminates or otherwise ends as soon as practicable, and within 5 business days, after that occurs (rule 5.14)

⁴ This notification can be made via the CDR Participant Portal at <https://portal.cdr.gov.au>.

- ensure that, when its CDR representative requests consumer consent, the CDR representative does so in accordance with Division 4.3 of the CDR rules, as modified by rule 4.3C
- meet the 'internal dispute resolution requirements' set out in the CDR rules and be a member of a recognised external dispute resolution scheme in relation to 'CDR consumer complaints'. More information about expectations for handling complaints made to or about a CDR representative is included below at question 15.
- include a list of its CDR representatives in its CDR policy and, for each CDR representative, include details of the nature of the goods and services that the CDR representative provides customers using CDR data (rules 7.2(4)(ac) and (ad))
- ensure the consumer dashboard is updated and maintained (rule 1.14).⁵

The CDR principal also has record keeping and reporting obligations connected to its CDR representative arrangements. Further information about these obligations is contained below at question 13.

9. What if the CDR representative acts outside the boundaries of the CDR representative arrangement?

Under rule 7.6(4), a CDR principal is liable for any use or disclosure of service data by a CDR representative, including any use or disclosure that occurs outside the scope of the CDR representative arrangement. This means that if a CDR representative uses or discloses CDR data other than for a permitted purpose, the CDR principal is liable for the contravention of the existing civil penalty provision in rule 7.6(1).

A CDR principal is liable in circumstances where a CDR representative fails to comply with privacy safeguards 2, 4, 8, 9, 11, 12 or 13, even if the breach occurred outside the scope of the CDR representative arrangement.⁶ The CDR representative is also required to adopt and comply with the CDR principal's CDR policy in relation to the service data (rule 1.10AA(2)(e)).

10. When is a CDR principal permitted to disclose CDR data to a CDR representative?

Once a valid CDR representative arrangement is entered into and the details of the arrangement are entered on the Register, a CDR principal is permitted to disclose data to a CDR representative in order for the CDR representative to do one or more of the following:

- use the CDR data to provide goods or services
- in accordance with a valid use consent, de-identify data to use for general research or in order to disclose to another person (including by sale)
- transform, analyse or otherwise derive CDR data to provide goods or services, or de-identify this derived CDR data for the purposes of conducting general research or on-disclosing to others
- disclose to the CDR consumer any of their own CDR data to provide the consumer with goods or services, and

⁵ The CDR principal can delegate the responsibility for maintaining and updating the CDR dashboard to the CDR representative. However, as the accredited person has the obligation to comply with privacy safeguard 10, the obligation to update the consumer dashboard still remains with the CDR principal. It is the performance of that obligation that can be delegated to the CDR representative (rule 1.14).

⁶ For further information please see CDR rules 4.3C(2), 7.3(2), 7.3A, 7.6(4), 7.8A, 7.9(5), 7.10A, 7.11(2), 7.12(3) and 7.16.

- otherwise disclose the consumer's CDR data in accordance with a current disclosure consent (rule 7.5(1)(h)).

There are additional requirements where the CDR representative is seeking consent to de-identify CDR data under rule 4.15.

A CDR principal is also permitted to disclose data to a CDR representative for one of the following direct marketing uses or disclosures:

- providing the CDR consumer with information about upgraded or alternative goods or services, offers to renew existing goods or services, information about the benefits of existing goods or services, or information about other goods or services provided by another accredited person, or
- using the CDR data (including by analysing it) to provide the consumer with such information (rule 7.5(3)(d)).

11. What can a CDR representative do?

A CDR representative may:

- seek and obtain 'collection and use consents' from a CDR consumer, enabling its CDR principal to collect particular CDR data relating to that consumer on its behalf and use it to provide goods and services to the consumer, or for another permitted use under the CDR rules (see response to question 10 above)
- where it has obtained a collection consent, also ask the consumer to give a disclosure consent to enable the CDR representative to disclose the CDR data (i.e. a TA disclosure consent,⁷ AP disclosure consent,⁸ or insight disclosure consent) – for example so the CDR representative can pass on CDR data to a consumer's trusted advisor such as a tax agent or mortgage broker
- receive a consumer data request from an accredited person and seek an AP disclosure consent from the consumer to disclose the relevant data to the requesting accredited person
- provide the consumer dashboard on the CDR principal's behalf if a CDR principal arranges for that to occur (for example because this is preferable from a business and/or consumer experience perspective) (rule 1.14(5)).

12. What can't a CDR representative do?

Under the CDR rules, there are a number of things a CDR representative cannot do, including:

- access or use CDR data until the CDR representative arrangement details have been entered onto the Register, meaning the CDR principal cannot send any consumer data requests on its behalf until the CDR representative arrangement appears on the Register (rule 1.10AA(2)(g))
- directly collect data from a data holder or ADR — that is the role and responsibility of the CDR principal (rule 1.10AA(2)(a)(i))
- engage an outsourced service provider (rule 1.10AA(2)(c))
- disclose CDR data directly to an outsourced service provider (rule 4.3A(2))

⁷ A 'TA disclosure consent' is a consent given by a CDR consumer under the CDR rules for an ADR of particular CDR data to disclose that CDR data to a trusted adviser of the CDR consumer (rule 1.10A(c)(iii)).

⁸ An 'AP disclosure consent' is a consent given by a CDR consumer under the CDR rules for an ADR of particular CDR data to disclose that CDR data to an accredited person in response to a consumer data request (rule 1.10A(c)(i)).

- have more than one CDR principal (rule 1.10AA(2)(b))
- use or disclose the CDR data it obtains under a CDR representative arrangement other than in accordance with its contract with the CDR principal (rule 1.10AA(2)(d)(iii)).

13. What records must a CDR principal keep?

A CDR principal must keep and maintain records in relation to each of its CDR representatives. Broadly, the CDR principal must record and explain the CDR representative arrangement and the CDR representative's use and management of CDR data. For example, records must be kept that record and explain:

- the CDR representative arrangement itself
- the steps the CDR principal has taken to ensure the CDR representative complies with its obligations under the CDR representative arrangement
- all consents obtained by CDR representatives, and amendments to and withdrawals of those consents by CDR consumers
- the process by which the CDR representative asks for those consents or asks for an amendment to a consent, including a video of each process
- notifications of withdrawals of authorisations by data holders
- CDR complaint data
- de-identification of CDR data and deletion of CDR data by the CDR representative and how the CDR representative used de-identified data (if applicable), and
- any terms and conditions on which the CDR representative offers goods and services to consumers where the CDR representative collects or uses, or discloses to an ADP, CDR data in order to provide those goods or services.

See rule 9.3(2A) for the comprehensive list of records required to be kept by a CDR principal.

14. What reporting obligations does a CDR principal have?

A CDR principal must prepare and submit individual reports for each of its CDR representatives. Reports must be submitted to the ACCC and the OAIC each reporting period using the ACCC's approved form.⁹ The report must contain the following information for the relevant reporting period, for each CDR representative:

- a summary of the CDR complaint data
- a description of the goods or services provided by the CDR representative (if that description was not provided in the previous reporting period), the CDR data needed by the CDR representative to offer the relevant good or service and why that data is required
- a description of any material changes made to the goods or services offered by the CDR representative since the previous reporting period
- the total number of consumer data requests made by the CDR principal on behalf of its CDR representative

⁹ The ACCC is in the process of updating its current forms to incorporate the new reporting requirements for CDR principals. Further information about these new forms will be published in due course.

- the total number of consumer data requests the CDR representative made to the CDR principal
- the total number of CDR consumers the CDR representative provided goods or services to using CDR data during the reporting period.

These reports are to be submitted twice a year, with the relevant reporting periods being 1 January to 30 June and 1 July to 31 December. The reports must be submitted within 30 days of end of the relevant reporting period (i.e. 30 July and 30 January).

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

15. What happens if a CDR consumer has a complaint about a CDR representative?

The definition of ‘CDR consumer complaint’ now captures complaints from CDR consumers made to and/or about CDR representatives and the goods or services they provide using CDR data. Where such a complaint is received, the CDR principal will be responsible for handling the complaint in line with its internal dispute resolution process, which must meet the ‘internal dispute resolution requirements’ set out in the CDR rules (see cl 5.1, Schedule 3 for the banking sector and cl 5.1, Schedule 4 for the energy sector).

While the dispute resolution obligation sits with the CDR principal, how it is met may be agreed between the parties to a CDR representative arrangement. For example, the parties may agree that the CDR representative conducts internal dispute resolution processes because the CDR representative is best placed to respond to complaints in the first instance due to its relationship with consumers.

The Office of the Australian Information Commissioner (OAIC) has the primary responsibility for consumer complaints about privacy and data handling in the CDR. A consumer must first complain to the relevant business before they can lodge a complaint with the OAIC. The OAIC may refer certain complaints to an external dispute resolution scheme or the ACCC if it is considered that they are best placed to review the matter.

16. Are there any steps a CDR representative needs to take when a CDR representative arrangement ends?

When a CDR representative arrangement ends, the CDR representative is unable to continue collecting data from its CDR principal or to use or otherwise manage CDR data.

17. Are there any steps a CDR principal needs to take when a CDR representative arrangement ends?

The CDR principal must notify the Data Recipient Accreditor if their arrangement with a CDR representative terminates or otherwise ends as soon as practicable after the event occurs, and within 5 business days (rule 5.14). The CDR principal also needs to maintain the records set out in rule 9.3(2A) for a period of 6 years.