

# Privacy Policy

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Volvo Car Financial Services is a trading name of Volkswagen Financial Services Australia Pty Limited  
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## Contents

1.	Document Summary & Purpose .....	4
1.1	Changes to Policy .....	4
2.	Our Names.....	5
3.	“Personal Information” Defined.....	5
4.	“Credit Information” Defined .....	5
5.	Reasons for Collecting Information.....	6
5.1	Primary purpose – assess applications & manage accounts .....	6
5.2	Primary purpose – Credit Reporting Information .....	6
5.3	Secondary purposes .....	7
6.	Whose Information We Collect .....	8
6.1	Individuals .....	8
7.	When We Collect Information .....	9
7.1	General .....	9
7.2	Cookies and similar technologies .....	9
8.	How We Collect Information .....	10
8.1	Lawful, Reasonable & Transparent Means .....	10
8.2	You do not have to provide information.....	10
8.3	Consequences for not providing information we request .....	10
8.4	Important Details about Credit Information .....	10
8.5	How we collect information.....	11
8.6	Collecting information from another person .....	11
8.7	Unsolicited information .....	12
9.	Anonymity & Pseudonymity .....	12
10.	Accuracy of Information .....	12
11.	Sending Information Overseas .....	13
12.	Use or Disclosure for Permitted Purposes.....	13
13.	How We Protect Your Information .....	13
13.1	General .....	13
13.2	Destroying and de-identifying of information.....	14
14.	Requesting Access to Your Information.....	14
14.1	General .....	14
14.2	Adequate verification before giving access.....	14
14.3	Period for giving access to Personal Information.....	15
14.4	Period for giving access to Credit Information .....	15
14.5	If unreasonable to give access in a particular form .....	15
14.6	Fees and charges .....	15
14.7	When we may refuse access .....	16
15.	Requesting Correction of Information .....	16
15.1	Correcting inaccurate information ourselves .....	16

15.2	Asking us to correct your information .....	16
15.3	Timeframe for correcting Personal Information .....	16
15.4	Timeframe for correcting Credit Information .....	16
15.5	No fees for requests .....	16
15.6	If we refuse to correct information .....	17
15.7	Request to associate statement .....	17
16.	Contacting Us .....	17
16.1	Reasons for contacting us .....	17
16.2	Our Contact Details .....	18
16.3	Acknowledging requests and complaints .....	18
16.4	Request & Complaint Process .....	18
16.5	Referral to EDR .....	19
16.6	Referral to the Privacy Commissioner .....	19
16.7	Employee requests & complaints .....	19
17.	Definitions of some terms used in this Policy .....	20
17.1	Consumer Credit Liability Information .....	20
17.2	Credit Reporting Body (“CRB”) .....	20
17.3	Credit Worthiness Information .....	20
17.4	Default Information .....	20
17.5	Identification Information .....	21
17.6	Information Request from a Credit Reporting Body .....	21
17.7	New Arrangement Information .....	21
17.8	Payment Information .....	21
17.9	Personal Insolvency Information .....	21
17.10	Repayment History Information .....	22
17.11	Sensitive Information .....	22
17.12	Serious Credit Infringement Information .....	22
17.13	Financial Hardship Information .....	23
17.14	Undisclosed liabilities .....	23

## 1. Document Summary & Purpose

The information in this document is our privacy and credit reporting policy. We simply refer to it in the remainder of the document as “Privacy Policy” or “this Policy”.

It sets out in detail how we manage the “Personal Information” and/or “Credit Information” of or about our customers, employees and other individuals we deal with in the course of our business activities.

We have defined the terms “Personal Information” in section 3 (“Personal Information” defined) and “Credit Information” in section 4 (“Credit Information” defined).

In this Privacy Policy, we will refer to the reader of this Privacy Policy or any individual whose Personal Information we collect, use, disclose or hold in connection with our business activities as “you” or “your.”

Amongst other things, our Privacy Policy contains information on:

- a) Our names (section 2);
- b) Why we collect information (section 5);
- c) When we collect information (section 7);
- d) Types of information we collect (section 3: “Personal Information” and section 4: “Credit Information”);
- e) How we collect information (section 8);
- f) Whose information we collect (section 6);
- g) How we protect your information (section 13);
- h) Sending information overseas (section 11);
- i) Requesting access to your information (section 14); and
- j) Contacting us when, for example, you wish to make a complaint or request access to your information (section 16).

### 1.1 Changes to Policy

We will make changes to this Privacy Policy, from time to time, to ensure it remains relevant and effective in achieving its objectives and goals.

Any changes we make to this Policy will become effective immediately after we have published an updated Privacy Policy incorporating the changes. The updated Privacy Policy will apply to our management of Personal Information and Credit Information after the date of publication.

If you continue to use our products or services or otherwise interact with us after the date of publication of our updated Privacy Policy, you will be deemed to have accepted the updated Privacy Policy. If you do not accept the updated Privacy Policy, please cease using our products or services or otherwise interacting with us.

This version of Privacy Policy was published on **1 March 2023** on [www.vwfs.com.au](http://www.vwfs.com.au).

## 2. Our Names

We are Volkswagen Financial Services Australia Pty Ltd ABN 20 097 071 460 (“VWFSA”), a wholly-owned subsidiary of the global financial services organisation, VWFS AG, which is headquartered in Braunschweig, Germany.

In Australia, VWFSA uses various business names including “Volkswagen Financial Services”, “Audi Financial Services”, “ŠKODA Financial Services”, “Bentley Financial Services”, “CUPRA Financial Services,” “Ducati Financial Services”, “Jaguar Financial Services”, “Lamborghini Financial Services,” “Porsche Financial Services,” “Land Rover Financial Services” and “Volvo Car Financial Services.”

In this Policy, we refer to VWFSA or any of the above business names we use simply as “we”, “us” or “our”.

## 3. “Personal Information” Defined

Personal Information means information or an opinion about an identified individual, or an individual who is reasonably identifiable whether the information or opinion is:

- a) True or not; or
- b) Recorded in a material form or not.

For the purposes of this Policy, Personal Information includes:

- a) “Identification Information” (see the definition in section 17.5 (Identification Information));
- b) Financial information: examples are your income, expenses, commitments, debts, savings and investments;
- c) Family status and dependants information: examples are whether you are married, single, in a de facto relationship and number and/or ages of children or dependants;
- d) Educational and technical qualification: if you have applied for a job with us, or if you have applied for a business or contracting opportunity with us;
- e) Immigration and visa status: if you have applied for a job with us or if you have applied for a business or contracting opportunity with us;
- f) Sensitive Information (see definition in section 17.11 (Sensitive Information below)); and
- g) Credit Information.

## 4. “Credit Information” Defined

“Credit Information” is Personal Information that includes:

- a) Consumer Credit Liability Information (see definition in section 17.1);
- b) Repayment History Information (see definition in section 17.10);
- c) Information Requested from a Credit Reporting Body (see definition in section 17.6);
- d) Information about the type of consumer credit or commercial credit, and the amount of credit, sought in an application:
- e) Default Information (see definition in section 17.4);
- f) Payment Information (see definition in section 17.8);
- g) Personal Insolvency Information (see definition in section 17.9);
- h) Credit Worthiness Information (see definition in section 17.3);
- i) Serious Credit Infringement (see definition in section 17.12); and
- j) Financial Hardship Information (see definition in section 17.13).

## 5. Reasons for Collecting Information

In general, we will only collect Personal Information that is reasonably necessary for any or a combination of the primary purposes mentioned in section 5.1 and 5.2 below and the secondary purposes mentioned in section 5.3 and 5.4. However we may also collect Personal Information where otherwise required or permitted by law.

### 5.1 Primary purpose – assess applications & manage accounts

**We collect, hold, use and disclose Personal Information for the following primary purposes, that is, to:**

- a) Assess and/or process your application for any of our products or services and advise you about its outcome;
- b) Assess and/or process your application to be a guarantor and advise you about its outcome;
- c) Assess and/or process your application to be engaged as an independent contractor for, or an external services provider to, us and advise you about its outcome;
- d) Comply with your instructions from time to time if we establish an account for you, including sending you notices and updating your details;
- e) Establish and manage any loan account;
- f) Collect or assist you to pay any amount due, payable or unpaid in relation to the product or service we have agreed to provide you;
- g) Answer your questions and resolve your complaints;
- h) Support vulnerable customers in the management of their product or service;
- i) Pay your salary, wages or other moneys due or payable in relation to your employment contract and give you notices in connection with your employment with us;
- j) Pay or receive any amount due or payable in relation to any contract for services we have with you or your employer and give you notices in connection with the contract for services;
- k) Locate, identify or protect a vehicle where that information is reasonably necessary for one or more functions or activities (including disclosing Personal Information to an collection Personal Information about you form government authorities for this purpose where it is unreasonable or impractical to collect that information directly from you);
- l) Otherwise administer our relationship with you, including in connection with a financial product or service or an employment or services relationship with you; and
- m) Understand your interests and preferences so we can tailor our digital content and products and services for you;
- n) Verify your identity;
- o) Prevent, detect and investigate suspicious fraudulent criminal or other activity that may cause you, us or others harm, including in relation to our products and services;
- p) Comply with our legislative and regulatory requirements (both in Australia and overseas) in compliance with our obligations including those we have under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, the National Consumer Credit Protection Act 2009, the Corporations Act 2001, the Privacy Act 1988 ("Privacy Act") and various Australian employment, taxation and immigration laws; and
- q) Share information with law enforcement, regulators and government agencies including foreign government agencies; and
- r) Where you agree or we are permitted by law, we may collect sensitive information about you to provide you extra care if you are a vulnerable customer.

### 5.2 Primary purpose – Credit Reporting Information

If you apply or hold a credit product with us or provide a guarantee for a credit product, we will also collect your credit-related information to assess your application for credit and to manage the credit product. We, as the credit provider for the credit product you applied for or in relation to any guarantee for such, will also share your information with credit reporting bodies. The types of credit-related information we may collect, hold and use includes:

- a) Identification information, including your name, gender, date of birth, residential address, driver's licence number and current and past employers;
- b) Consumer credit liability, which includes details about consumer loans, the dates on which they were opened and closed and their credit limits;
- c) Repayment history information which includes details as to whether or not you have met your monthly repayment requirements under a consumer credit contract;
- d) Financial hardship information, being information relevant in determining your repayment history information under a consumer credit contract to which the National Credit Code applies when you are in a financial hardship arrangement;
- e) A statement that an information request has been made to a credit reporting body in relation to you or by us to another credit provider;
- f) The type of credit you are apply for (or have applied for), and the amount of credit, included in an information request a credit provider has made to a credit reporting body;
- g) Default information or information regarding any other serious credit infringements, and our opinion about any such infringements;
- h) New arrangement information, which is when default information has been supplied to a credit reporting body and your consumer credit contract relating to that default information is subsequently varied or replaced;
- i) Payment information, which is when default information has been supplied to a credit reporting body and the overdue amount is paid;
- j) Information from a judgement of an Australian court that relates to any credit that has been provided to you;
- k) Personal insolvency information, meaning information entered or recorded in the National Personal Insolvency Index that relates to your debts, insolvency or credit worthiness;
- l) Publicly available information that relates to your credit worthiness (e.g. court judgements, bankruptcy notices);
- m) Credit eligibility information we receive from a credit reporting body and other information that has a bearing on your credit worthiness, such as a credit report; and
- n) Any information we derive from credit eligibility information, for example, our own assessment of your credit worthiness.

### **5.3 Secondary purposes**

We collect, hold, use and disclose your Personal Information for any or a combination of the following secondary purposes:

- a) Train our staff;
- b) Conduct employee surveys;
- c) Undertake market and product research;
- d) Develop and improve our products and services;
- e) Design, implement, maintain, review, or test our business and information technology systems, processes, infrastructure or platforms;
- f) Instruct our legal advisers, accountants, auditors, insurers or other external service providers;
- g) Make reports to our senior management in Australia and in Germany; and
- h) Manage our risk exposures.

### **5.4 Direct Marketing**

We may also collect, hold, use and disclose your Personal Information for the purpose of direct marketing where you have consented to us doing so or it is otherwise permitted by law, including for example to:

- a) Tell you about our products or services;
- b) Conduct customer surveys; and
- c) Share your Personal Information with relevant third parties, including the dealership, agent, broker, insurance partners and/or authorised credit representative who introduced us to you

and our brand partners (including, but not limited to Audi Australia Pty Limited, Škoda Pty Limited and Volkswagen Group Australia Pty Limited) and our white label partners Volvo Pty Ltd and Jaguar Land Rover Pty Ltd so that they can tell you about their products and services.

You may opt-out of receiving direct marketing communications from us at any time by contacting us or by using opt-out facilities provided in the direct marketing communications. To opt-out from receiving direct marketing communications from any third party, please contact that third party directly or use that third party's opt-out facilities.

## **5.5 Financial Hardship Arrangements**

If you and VWFSA agree to put a financial hardship arrangement in place to change your repayment obligations to us, we may disclose Financial Hardship Information about you to a Credit Reporting Body ("CRB") (as defined in section 17.2). This enables the CRB to form a view on your credit worthiness and provide us with reports so that we can assess your credit worthiness. We may disclose your failure to meet payment obligations to the CRB for this purpose.

CRBs cannot use Financial Hardship Information to calculate your credit score. However, Financial Hardship Information may be included in your credit report. Financial Hardship Information will be deleted from your credit report after 12 months. Your credit report will not include details of why you entered into the financial hardship arrangement or specific information about the arrangement.

A list of CRBs to which we are likely to disclose Financial Hardship Information about you is set out in Section 8.4 below.

## **6. Whose Information We Collect**

### **6.1 Individuals**

We will collect your Personal Information if you are an individual who:

- a) Has applied for, or we have agreed to provide, any of our products or services;
- b) Is a guarantor of an individual mentioned in (a) above;
- c) Is a professional services provider (such as lawyer, accountant or financial counsellor) to, or is related to, next of kin, referee, witness or personal or legal representative of, an individual mentioned in (a) above;
- d) Is an agent, director or authorised officer or employee of a body corporate including a business, organisation or agency, that has applied for, or we have agreed to provide, any of our products or services;
- e) Has applied for employment with us, or we have agreed to employ;
- f) Is a referee of an individual mentioned in (e) above;
- g) Has applied to be engaged, or we have agreed to engage, to provide external services to us or we have agreed to provide such services to;
- h) Is a referee, current or past employer or professional services provider of an individual mentioned in (g) above; or
- i) Is a visitor to any of our places of business



## **7. When We Collect Information**

### **7.1 General**

We will collect Personal Information (about you) in the following circumstances:

- a) When an individual mentioned in section 6.1 (a) has applied for any of our products or services or during the course of that individual holding a product or service we have agreed to provide them;
- b) When managing any account we have established in relation to a product or service we have agreed to provide the individual mentioned in section 6.1 (a) including collecting or attempting to collect any amounts due or payable in relation to any such product or service;
- c) When a business, organisation or agency mentioned in section 6.1 (d) has applied for any of our products or services or during the course of that business, organisation or agency holding or using a product or service we have agreed to provide them;
- d) When managing any account we have established in relation to a product or service we have agreed to provide a business, organisation or agency mentioned in section 6.1 (d) including collecting or attempting to collect any amounts due or payable in relation to any such product or service;
- e) When any person, business, organisation or agency who is acting on your behalf (such as your accountant, lawyer, financial counsellor, power of attorney or other legal representative) or who you have entered into a contract with or proposes to enter a contract with (such as an insurer) provides your Personal Information to us in relation to a product or service we have agreed or we are proposing to provide you;
- f) When you apply for employment with us or we have agreed to employ you;
- g) When establishing or managing any information technology account we have established for you to use if we have agreed to employ you;
- h) When you apply for or we have agreed to enter into a contract for services with you;
- i) When a business, organisation or agency you are acting for or you are a director, officer or employee of, has applied for a contract for services with us or we have agreed to engage that business, organisation or agency under a contract for services;
- j) When establishing or managing any account in relation to the contract for services mentioned in 7.1 (h) and 7.1 (i);
- k) When we are required by or under an Australian law, court or tribunal order or by individual mentioned in section 6.1 including collecting or attempting to collect any amounts due or payable in relation to any such product or service;
- l) When establishing or managing any account we have established if we have agreed to employ you;
- m) When we are required by or under an Australian law, court or tribunal order or by a regulatory body to collect your Personal Information;
- n) When you access or use our websites;
- o) When you visit any of our places of business; and
- p) When you otherwise consent to the collection of your Personal Information by us; and
- q) When otherwise permitted by law.

### **7.2 Cookies and similar technologies**

VWFSA also uses certain technologies to collect technical information and general analytics data and to assist you to interact with us, including:

- a) cookies, which are data files that are placed on your device and often include an anonymous unique identifier. You may be able to disable cookies in your web browser but that may limit your ability to use the full functionality of our websites;
- b) log files, which track actions occurring on our websites; and
- c) web beacons, tags, and pixels, which are electronic files used to record information about

how you browse our websites.

By using our websites, you consent to the use of these technologies in accordance with this Privacy Policy.

### **7.3 Credit Information**

In addition to the circumstances mentioned in section 7.1 (General), we may collect Credit Information from a CRB when we are assessing a credit application you have made to us, whether in your personal capacity or on behalf of a business, organisation or agency.

Also, we will collect and use Credit Information from you when providing you with our products and services including information on your payments, repayments or default.

Further, we will obtain Credit Information from other Credit Providers with whom you (or your business, organisation or agency) have or had a credit account.

Finally, we will collect your Credit Information from publicly available sources including personal insolvency information entered or recorded in the National Personal Insolvency Index (as defined in the Bankruptcy Act 1966).

## **8. How We Collect Information**

### **8.1 Lawful, Reasonable & Transparent Means**

We aim to only collect Personal Information only by lawful, fair and transparent means.

Except in a limited number of cases, we will collect Personal Information directly from you and with your consent.

### **8.2 You do not have to provide information**

You are under no legal obligation to provide Personal Information we ask for and we will not oblige you to provide Personal Information (see section 9).

### **8.3 Consequences for not providing information we request**

If you fail or refuse to provide any Personal Information we ask for, we may not be able to do any or a combination of the things mentioned in section 5.1 (Primary purpose – assess product application and manage accounts) or section 5.2 (Primary purpose – to comply with law).

In some cases if we do not collect, use and/or disclose the Personal Information we ask for we may not only risk providing you an unsuitable product or service, but we may also be in breach of our legal or regulatory obligations.

### **8.4 Important Details about Credit Information**

If the information we are collecting includes Credit Information:

- a) We are likely to disclose your information to any or all of the following CRB's as defined in section 17.2 (Credit reporting bodies):

- i. Equifax Pty Ltd - [www.equifax.com.au](http://www.equifax.com.au)
- ii. Illion Australia Pty Ltd - [www.illion.com.au](http://www.illion.com.au)
- iii. Experian Australia Credit Services Pty Ltd - [www.experian.com.au](http://www.experian.com.au)

For contact details on how credit reporting bodies manage credit information, please see their websites for their privacy policies.

- b) CRB's may include the information we disclose to them in reports provided to other credit providers as your Credit Worthiness Information (as defined in section 17.3 (Credit worthiness information));
- c) If you fail to meet your payment obligations in relation to a consumer credit contract you enter with us, or you commit a "Serious Credit Infringement" (defined in section 17.12 (Serious credit infringement)), we are entitled to disclose this to the CRB's outlined in Section 8.4 (a);
- d) You can contact the CRB's outlined in Section 8.4 (a) to:
  - a) Obtain their Credit Information management policy;
  - b) Request them not to use your credit reporting information for the purposes of pre-screening of direct marketing by a credit provider; and
  - c) Request them not to use or disclose your credit reporting information, if you believe on reasonable grounds that you have been, or you are likely to be, a victim of fraud; and
- e) You can also contact us in relation to your Credit Information in any of the circumstances mentioned in section 16.1 (Reasons for contacting us).

## **8.5 How we collect information**

If reasonable and practicable, we will collect Personal Information or Credit Information directly from you:

- a) Using a paper application form;
- b) Using an online application form;
- c) During a face-to-face meeting or teleconference;
- d) Over the telephone or mobile phone;
- e) When you send us a facsimile document;
- f) When you send us an email; or
- g) Via our online websites: [www.vwfs.com.au](http://www.vwfs.com.au);
- h) Using third parties to collect information

In some cases, we may authorise another person, such as a motor vehicle dealership, a recruitment organisation or background checking service provider (if you have applied for a job, business or contracting opportunity with us) to collect your Personal Information on our behalf.

## **8.6 Collecting information from another person**

With the exception of the circumstances mentioned in section 8.8 (Related organisations), we will generally only collect your Personal Information from another person with your express or implied consent. Some third parties from whom we may collect Personal Information include:

- a) Your nominated accountant or financial counsellor;
- b) Authorised motor vehicle dealerships and agents;
- c) Your nominated representative such as lawyer, power of attorney, trustee, any person who purports to be acting on your behalf or any person you have notified us as your referee or next of kin;
- d) Professional or business referees you have advised to us;

- e) A CRB (as defined in section 17.2) in some circumstances;
- f) Another credit provider, financier or financial institution; and
- g) Your insurer or broker.

Finally, we may collect Personal Information from someone without your consent else if it is unreasonable or impractical to collect the information from you.

In some cases we may collect your Personal Information from an organisation or person that is related to us if the primary purpose for which that organisation or person collected your information in the first place was or is related to the primary purpose for which we would collect your information.

### **8.7 Unsolicited information**

If we receive your Personal Information which we did not ask for and determine that we are not entitled to collect the information, we will take reasonable steps as soon as practicable to destroy or de-identify the information if it is not contained in a record or document of the Commonwealth government of Australia.

If we determine that we are entitled to collect the Personal Information we did not ask for and you are an existing customer of ours or you are a guarantor or a person acting on behalf of an existing customer of ours, we will take reasonable steps to advise you about the information and our intention seek to manage the information in accordance with the requirements of this Privacy Policy.

### **8.8 Undisclosed liabilities**

Where we identify that you may have a discrepancy and/or difference of information that you have provided and information we have received from a Credit Reporting Body, we may use the additional information provided by the Credit Reporting Body to determine if you will meet our serviceability and capacity assessment/criteria to assess your loan application. If we require further information to complete your serviceability/capacity assessment after we have used the additional information from the Credit Reporting Body, we may advise of you of the discrepancy and/or different information and seek further clarification from you.

## **9. Anonymity & Pseudonymity**

If it is lawful, practicable and reasonable when collecting Personal Information, we will give you the option of not identifying yourself or the option of your use of a pseudonym.

An example would be where we are conducting a customer, product or market survey or research and it is practicable to obtain the information we want for the purposes of that survey or research without the need for you to tell us your names, date of birth or residential address in particular.

## **10. Accuracy of Information**

We will take reasonable steps in the circumstances to ensure that Personal Information we collect from or about you is accurate, complete and up-to-date.

Accordingly, in some cases, we may ask you for an independent and reliable document or use an electronic data source to verify that the Personal Information you have given us is accurate, complete and up-to-date.

If we identify any discrepancy between information you provided us and information in an independent

and reliable document or electronic data source, we will give you an opportunity to correct or reconcile the discrepancy, if it is reasonable or practicable for us to do so, before using the information for the purposes for which we have collected it.

To the extent permitted by law, we may terminate a product or service we have agreed to provide you, your employment with us or your business or contracting relationship with us if we find that the Personal Information we relied on to offer you the product, service, job or business or contracting opportunity was not accurate, complete or up-to-date at the time we collected or used it.

## **11. Sending Information Overseas**

From time to time, we will send data containing Personal Information to our parent and related companies.

Whilst it is not practicable to list every country and/or overseas location in which recipients may be located, recipients of such disclosures are likely to include Germany, Singapore, Europe, Spain, Sweden, Asia and the United Kingdom.

## **12. Use or Disclosure for Permitted Purposes**

We will use or disclose Personal Information we hold if:

- a) For the purposes set out in this Privacy Policy;
- b) For other purposes to which you consent;
- c) If the use or disclosure of the information is required or authorised by or under an Australian law or a court or tribunal order;
- d) If a “permitted general situation” (as defined in the Privacy Act) exists in relation to the use or disclosure of the information by us;
- e) If a “permitted health situation” (as defined in the Privacy Act) exists in relation to the use or disclosure of the information by us; or
- f) If we reasonably believe that the use or disclosure of the information is reasonably necessary for one or more “enforcement related activities” (as defined in the Privacy Act) conducted by, or on behalf of, an enforcement body.

## **13. How We Protect Your Information**

### **13.1 General**

The security of your Personal Information which we hold is important to us and we take all reasonable steps in the circumstances to protect it from unauthorised access, misuse, interference, loss, disclosure or modification.

We keep your Personal Information which we hold in various formats including paper and electronic formats.

Some of the ways we secure your Personal Information are:

- a) Imposing confidentiality of Personal Information requirements on our employees and persons or organisation we will disclose your Personal Information to;
- b) Implementation of a document storage policy;
- c) Password and username measures for access to our information technology and business systems;

- d) Verification of customers before disclosing Personal Information;
- e) Restriction of access to our buildings; and
- f) Electronic security systems such as firewalls and data encryption on our websites.

We can store Personal Information physically or electronically with third party data storage providers. Where we do this, we use contractual arrangements to ensure those providers take appropriate measures to protect that information and restrict the uses to which they can put that information.

As the internet is inherently insecure, we cannot guarantee the security of transmission of Personal Information you disclose to us online. Accordingly, you send your Personal Information to us online at your own risk. Please notify us immediately if you become aware of any breach of security or potential unauthorised activity involving your Personal Information.

Except to the extent liability cannot be excluded due to the operation of statute, we exclude all liability (including in negligence) for the consequences of any unauthorised access to, modification of, disclosure of, misuse of or loss or corruption of any Personal Information. Nothing in this Privacy Policy restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).

### **13.2 Destroying and de-identifying of information**

In general, we will destroy your Personal Information or any document or record containing Personal Information if we no longer need the information or if we are not required by or under an Australian law to keep the information or the document or record beyond a required period.

If it is not practicable to destroy the information or the document or record containing the Personal Information, we will put the information document “beyond use” (as defined in the Privacy (Credit Reporting) Code).

In some circumstances, we will “de-identify” Personal Information instead of destroying it including circumstances we are required by or under an Australian law to keep the information or the document or record (but not the Personal Information).

## **14. Requesting Access to Your Information**

### **14.1 General**

You can request access to your Personal Information by contacting us (see section 16.1 (Reasons for contacting us) and section 16.2 (Our contact details)).

Also, you may use a third party (**access-seeker**) to make a request to us for access to your Personal Information.

### **14.2 Adequate verification before giving access**

In whatever manner and whenever you contact us, we will take reasonable steps to verify your identity or that of any person you have authorised to be given access to your Personal Information before we agree to give access.

Also, if you authorise an access-seeker to request access to your Personal Information you must do so in writing before we can give them access.

We reserve the right to change our identity verification requirements from time to time without notice.

### **14.3 Period for giving access to Personal Information**

We will endeavour to respond to your request for access to your Personal Information within a reasonable period of time after the date we have verified your identity in accordance with section 14.2 (Adequate verification etc.).

If for any reason we cannot or we refuse to give access to your Personal Information within the above timeframe, we will give you a written notice that sets out the reason for the refusal and/or the reasons we are unable to provide access within the above timeframe. If necessary, we may request you to agree to an extension of time to give access.

Also, in any of the above circumstances, we will advise you of how you can make a complaint about our refusal to give access or our failure to give access within a reasonable time.

### **14.4 Period for giving access to Credit Information**

For a request to access your Credit Information, we will endeavour to provide access to you (where required by law to do so) within 30 days of receiving your request, unless unusual circumstances apply. In those circumstances, we will notify you with our reasons (if reasonable for us to do so) and advise you of your right to refer our refusal or failure to provide access within the timeframe to the Australian Financial Complaints Authority (see section 16.5 (Referral to EDR)) and/or to the Privacy Commissioner (see section 16.6 (Referral to Privacy Commissioner)).

### **14.5 If unreasonable to give access in a particular form**

Your request for access may specify the form or manner you wish your information to be provided to you including whether you wish the information to be given to you over the telephone or in writing and by regular post or email.

If reasonable and practical, we will give you access in the form or manner you have specified.

If it is not reasonable or practical to give you access in the form or manner you have requested, we will take reasonable steps that we consider are reasonable in the circumstances to give access in a way that meets both your and our needs, including, giving access through a mutually agreed intermediary.

### **14.6 Fees and charges**

We will not charge you a fee for making a request for access to your Personal Information.

Also, we will not charge you any fee for providing you a copy of this policy in a form you have requested if it is reasonable for us to provide the information in that form.

We may charge a fee for retrieving and preparing the information and/or giving it to you in the manner you have requested it to be provided to you. However, any such fee will not be excessive in the circumstances and will not apply to the making of the request.

We may ask you to pay any charge or fee before we can progress your request.

## **14.7 When we may refuse access**

We may refuse you access to your Personal Information where permitted by applicable law, for example if

- a) Giving access would have an unreasonable impact on the privacy of other individuals;
- b) Your request is frivolous or vexatious; or
- c) Giving access would reveal evaluative information we have generated in connection with a commercially sensitive decision-making process.

We may refuse to give access to your Credit 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. Requesting Correction of Information**

### **15.1 Correcting inaccurate information ourselves**

If we are satisfied on reasonable grounds that the Personal Information we hold about you is inaccurate, out-of-date, incomplete, irrelevant or misleading, we will take reasonable steps to correct the information (see generally, section 10: (Accuracy of information)).

### **15.2 Asking us to correct your information**

You too can ask us to correct the Personal Information we hold about you if you consider the Information is not accurate, up-to-date, complete, and relevant or it is misleading or deceptive.

Also, you may request us to take reasonable, practicable or lawful steps to notify any other organisation to which we provided your Personal Information on a previous occasion, that we have corrected your information.

### **15.3 Timeframe for correcting Personal Information**

If your request relates to Personal Information that is not Credit Information, we will respond to the requests within a reasonable period of time of receiving it.

### **15.4 Timeframe for correcting Credit Information**

If the request relates to your Credit Information, we will take reasonable steps to provide a full response to the request within 30 days from the date you make the request.

If we are not able to meet the above timeframe we will seek your written consent for an extension of time to respond to your request.

### **15.5 No fees for requests**

We will not charge you any fees for making a request to us to correct your information.



## **15.6 If we refuse to correct information**

If we refuse to correct your Personal Information, we will give you a written notice that sets out:

- a) The reasons for the refusal except to the extent that it would be unreasonable to do so;
- b) Your rights to make a complaint about our decision including referring it to the Australian Financial Complaints Authority or to the Privacy Commissioner; and
- c) Any other matter prescribed by regulations introduced under the Privacy Act to be mentioned in the written notice.

## **15.7 Request to associate statement**

If we refuse to correct your Personal Information, you may request us to associate a statement with the Personal Information that you consider is inaccurate, out-of-date, incomplete, irrelevant or misleading.

Within a reasonable period of time after receiving your request, we will take reasonable steps to associate the statement in such a way that will make the statement apparent to users of the information.

We will not charge any fee for a request to associate a statement as described above.

## **16. Contacting Us**

### **16.1 Reasons for contacting us**

Amongst other things, you may contact us if you:

- a) Have any concern about our Privacy Policy generally;
- b) Want us to provide our Privacy Policy to you in some other form;
- c) Want to understand why we collected your Personal Information;
- d) Wish to request access to your Personal Information;
- e) Wish to request us to correct your Personal Information;
- f) Wish to ask us to associate a statement with your Personal Information or following our refusal to correct such information;
- g) Wish to make a complaint including a complaint:
  - (i) About how we have handled your Personal Information;
  - (ii) That our conduct amounts to the interference with your privacy (as defined in the Privacy Act);
  - (iii) That we have breached a provision of the Privacy Act, the Privacy (Credit Reporting) Code or an Australian Privacy Principle;
  - (iv) About our refusal to give access to your Personal Information or our delay in responding to your request for access to such information; or
  - (v) About our refusal to correct your Personal Information or our delay in responding to your request to correct such information.
- h) Wish to ask us to stop sending you direct marketing or promotional material; or
- i) Wish to ask us to stop sharing your Personal Information with our brand partners (see section 'Direct Marketing') or for the purposes mentioned in that section.

## 16.2 Our Contact Details

You may write to or email us as follows:

Mail: The Privacy Officer  
  
Volkswagen Financial  
Services Australia Pty  
Limited.  
  
Locked Bag 4002, Chullora NSW  
2190

Email: [compliance@vwfs.com.au](mailto:compliance@vwfs.com.au)

Website: [www.vwfs.com.au](http://www.vwfs.com.au)

## 16.3 Acknowledging requests and complaints

We will endeavour to acknowledge your request or complaint within 7 days after we have received it. Depending on the circumstances, we may acknowledge your request or complaint by phone, email and regular post.

A complaint in relation to Credit Information will be acknowledged by email or regular post.

## 16.4 Request & Complaint Process

We will take reasonable steps to investigate the subject matter of your request or complaint. Such steps may include liaising with our external representatives who are familiar with the subject matter of the request.

If the request or complaint concerns Credit Information, we may consult with other external organisations or agencies in particular a relevant CRB (as defined in section 17.2 (Credit reporting body)), other credit providers and "affected information recipients" (as defined in the Privacy Act). Whether such consultation is necessary will depend upon whether we provided your information to those external organisations or agencies or whether we obtained your information from them.

Also, in some cases we may seek advice from our own legal or other professional advisors in relation to your request or complaint.

We will give you reasonable opportunity to present your case.

Any information we discover during the investigation stage will be evaluated before a decision is reached on the merits of your request or complaint.

You will be advised about our decision within the timeframes specified in this Policy if applicable to your request or complaint or within the timeframe specified in the Privacy Act or Privacy (Credit Reporting) Code.

If our decision is in writing, it will contain the reasons for the decision and information on your right to refer our decision to the Australian Financial Complaints Authority (see section 16.5 (Referral to EDR)) or to the Privacy Commissioner (see section 16.6 (Referral to Privacy Commissioner)) if you are not satisfied with the decision.

## 16.5 Referral to EDR

If you are not satisfied with our response to your request or complaint, you may refer it to the Australian Financial Complaints Authority, the external dispute resolution (EDR) scheme of which we are a member.

The Australian Financial Complaints Authority contact details are:

Mail: Australian Financial  
Complaints Authority  
  
GPO BOX 3  
  
Telephone: 1800 931 678 (Free call)  
  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
  
Website: [www.afca.org.au](http://www.afca.org.au)

## 16.6 Referral to the Privacy Commissioner

You may also refer our decision to the Privacy Commissioner if you are not satisfied with it. The Privacy Commissioner's contact details are:

Mail: Privacy Commissioner  
GPO Box 5218  
Sydney NSW 2001  
  
Telephone: 1300 363 992  
  
Email: [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)

## 16.7 Employee requests & complaints

Where applicable, we may rely on the employee records exemption under the Privacy Act and other applicable exemptions under relevant legislation. This section 16.7 must be read subject to the previous sentence.

Employees may make requests directly to the Human Resources team for access to their Personal Information.

Employees may also request the Human Resources team to correct their Personal Information if they consider the information we hold on them is not accurate, up-to-date, complete, or relevant or if they consider the information is misleading.

Alternatively, employees may log into their personal accounts in the pay roll system to correct their own Personal Information if they wish to do so.

Employees may make a complaint if they consider we have not handled their Personal Information appropriately including in accordance with this Policy or in accordance with the Australian Privacy

Principles of the Privacy Act (if applicable)

Employees may make privacy complaints directly to the Operational Risk and Compliance Manager or through our external whistle blower service provider whose website address is [www.whistleblowing.com.au](http://www.whistleblowing.com.au). Because of the inherent nature of privacy complaints, employees are advised that it may not be practicable for the Operational Risk and Compliance Manager or external whistle blower service providers to guarantee employees anonymity during the investigation of privacy complaints.

## **17. Definitions of some terms used in this Policy**

The following definitions are based on the definitions in the Privacy Act. If there is any inconsistency between any definition in this section and a corresponding definition in the Privacy Act, the latter definition will apply.

### **17.1 Consumer Credit Liability Information**

In relation to consumer credit provided to an individual the following information about the consumer credit is consumer credit liability information about the individual:

- a) The name of the credit provider;
- b) Whether the credit provider is an Australian credit licensee;
- c) The type of consumer credit;
- d) The day on which the consumer credit is entered into;
- e) The terms or conditions of the consumer credit:
  - (i) That relate to the repayment of the amount of credit; and
  - (ii) That are prescribed by the *Privacy Regulation 2013 (Cth)* ("Privacy Regulation")
- f) The maximum amount of credit available under the consumer credit;
- g) The day on which the consumer credit is terminated or otherwise ceases to be in force.

### **17.2 Credit Reporting Body ("CRB")**

Means an organisation or an agency prescribed under the Privacy Act that are in the business of collecting, holding, using or disclosing Personal Information or Credit Information about individuals for the purposes of providing others information about the Credit Worthiness of an individual.

### **17.3 Credit Worthiness Information**

Means a statement or opinion about your:

- a) Eligibility to be provided with consumer credit;
- b) History in relation to consumer credit; or
- c) Capacity to repay an amount of credit that relates to consumer credit.

### **17.4 Default Information**

Means information about a payment (including a payment that is wholly or partly a payment of interest) that you are overdue in making in relation to consumer credit provided to you and:

- a) You are at least 60 days overdue in making the payment;
- b) The Credit Provider has given you written notice requesting payment of the overdue amount;
- c) The Credit Provider's right to be paid the amount is not prevented by a statute of limitations; and
- d) The amount is \$150 or more or an amount prescribed by the Privacy Regulation.

### **17.5 Identification Information**

For the purposes of this Policy, Identification Information includes your:

- a) Current and previous names and aliases;
- b) Date of birth;
- c) Sex;
- d) Current and previous residential addresses;
- e) Photograph;
- f) Signature;
- g) Handwriting;
- h) Voice recording;
- i) Licence, permit or authorisation that contains any or a combination of the previously mentioned identification information;
- j) Tax file number or some other "government related identifier" (as defined in the Privacy Act);
- k) Current and previous employers' names and business names.

### **17.6 Information Request from a Credit Reporting Body**

Means any information we have sought from a CRB (as defined in section 15.2) that relates to:

- a) Your application for consumer credit made to us;
- b) An application for commercial credit made to us; or
- c) Assessing whether to accept you as a guarantor in relation credit provided or to be provided to another person.

### **17.7 New Arrangement Information**

Means a statement that the terms or conditions of an original consumer credit we have provided to you has been varied or that we have provided you with a new consumer credit because of you had been overdue in making the payments under the original consumer credit.

### **17.8 Payment Information**

Means a statement that on a specified date or day, you have paid in part or wholly an amount of an overdue payment we included in default information we had disclosed to a CRB (as defined in section 15.2).

### **17.9 Personal Insolvency Information**

Means information about you entered or recorded in the National Personal Insolvency Index and relates to:

- a) Your bankruptcy, or a debt agreement proposal you have given or made;

- b) A Personal insolvency agreement you have executed;
- c) A direction given, or an order made, under section 50 of the Bankruptcy Act 1966 that relates to your property; or
- d) An authority signed under section 188 of that Act that relates to your property.

#### **17.10 Repayment History Information**

Means:

- a) Whether or not an individual has met an obligation to make a monthly payment that is due and payable in relation to a consumer credit;
- b) The day on which the monthly payment is due and payable;
- c) If the individual makes the monthly payment after the day on which the payment is due and payable—the day on which the individual makes that payment.

#### **17.11 Sensitive Information**

Means:

- a) Information or an opinion about your:
  - (i) Racial or ethnic origin;
  - (ii) Political opinions;
  - (iii) Membership of a political association;
  - (iv) Religious beliefs or affiliations;
  - (v) Philosophical beliefs;
  - (vi) Membership of a professional or trade association;
  - (vii) Membership of a trade union;
  - (viii) Sexual orientation or practices; or
  - (ix) Criminal record.

that is also Personal Information:

- b) Your health information; or
- c) Your genetic information that is not otherwise health information;
- d) Your biometric information that is to be used for the purpose of automated biometric verification or biometric identification; or
- e) Your biometric templates.

#### **17.12 Serious Credit Infringement Information**

Means:

- a) Any act on your part that involves fraudulently obtaining consumer credit, or attempting fraudulently to obtain credit from us;
- b) An act on your part that involves fraudulently evading or attempting to fraudulently evade your obligations in relation to a consumer credit; or
- c) Any act on your part:
  - (i) From which a reasonable person would consider indicates your intention to no longer comply with your obligations in relation to consumer credit we have provided to you; and
  - (ii) In relation to which we have, after all reasonable efforts, been unable to contact you; and
  - (iii) At least 6 months have passed since we last had contacted you.

### **17.13 Financial Hardship Information**

Means information that can be reported about a financial hardship arrangement between a credit provider and an individual to change the individual's repayment obligations. Financial Hardship Information is reported against an individual's Repayment History Information

(see definition in section 17.10).

### **17.14 Undisclosed liabilities**

Means a liability that was ascertained after the initial credit enquiry was completed and determined not disclosed by you on the initial Loan application.