

Credit Reporting & Economic Abuse:

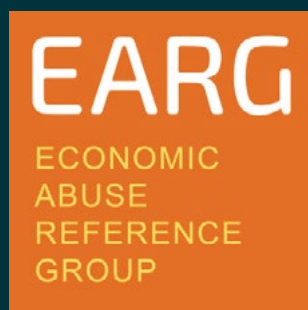
A practical guideline
for financial
counsellors and
community workers

Version 2 – Updated April 2025





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Financial Rights Legal Centre and Economic
Abuse Reference Group



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Please read first

This Guide is about **consumer** credit and **consumer** credit reporting. It does not consider matters relating to commercial credit or the handling of commercial credit information. The term "credit report" and associated terms such as "credit reporting" should be read as referring only to "consumer credit report", "consumer credit reporting" etc.

The law relating to credit reporting is complex and there are a number of laws, codes and external dispute resolution outcomes this Guide uses to determine what is good industry practice regarding credit reporting and domestic and family violence. Financial Rights Legal Centre and the Economic Abuse Reference Group engage regularly with the Australian Retail Credit Association (Arca) and the Australian Banking Association (ABA) regarding these issues.

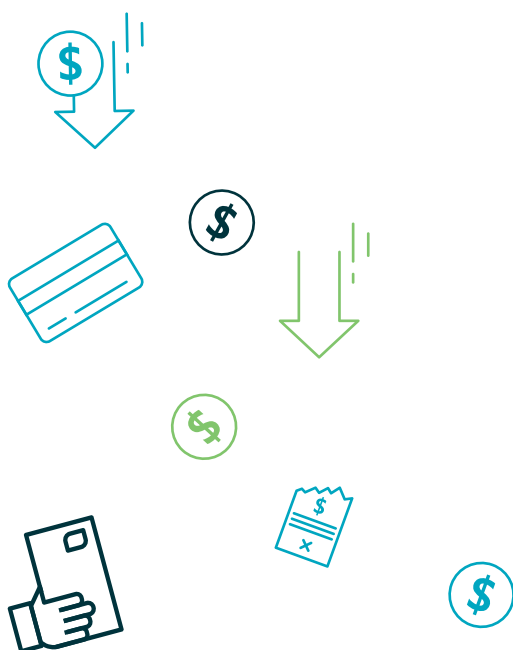
This Guide has two key purposes:

- to be a tool for domestic and family violence advocates, caseworkers, community lawyers and financial counsellors; and
- to clarify current practices and issues requiring reform.

Disclaimer

This Guide is for financial counsellors and community workers. It is for information only and is not legal advice. You should get professional legal or financial counselling advice as needed about any specific situation.

The Financial Rights Legal Centre (Financial Rights) and the Economic Abuse Reference Group disclaim all liability for errors or omissions of any kind whatsoever, or for any loss or damage in whole or in part, arising from any person relying on any information in this Guide. Credit reporting law is a dynamic area with frequent developments. Although this Guide will be updated as new information becomes available, readers should make their own enquiries to ensure information is up to date.



Terms

ABA - Australian Banking Association

AFCA - Australian Financial Complaints Authority

Arca - Australian Retail Credit Association

CRB - credit reporting bureau/bodies (sometimes referred to as credit reporting agencies or CRAs)

Default - default listing

Economic abuse - a form of domestic and family violence involving control, exploitation or sabotage of money, finances and economic resources (such as the ability to earn income)

Credit Enquiry - a record on a credit report showing that the client applied for credit from a particular lender

FHI - financial hardship information (sometimes referred to as 'hardship flag')

IDR - internal dispute resolution

OAIC - Office of the Australian Information Commissioner (incorporating the Privacy Commissioner)

RHI - repayment history information

PRDE - Principles of Reciprocity and Data Exchange (industry data rules)

Credit reporting problems relating to domestic and family violence

Examples include:

- a victim survivor has left a relationship but doesn't know what debts are in their name only or in joint names
- a victim survivor has fled domestic and family violence years ago but is being rejected for credit due to negative information on their credit report which was due to the domestic and family violence
- a victim survivor has credit applications appearing on their credit report as credit enquiries and/or continuing credit facilities which they did not apply for or have no knowledge of
- a debt waiver has been offered by a creditor due to domestic and family violence circumstances, but the creditor won't agree not to report a default
- a victim survivor wants a default or other negative information removed from their credit report
- a victim survivor has escaped an abusive relationship but still has a joint account with the perpetrator and now missed payments or a financial hardship arrangement is being recorded on both accounts unfairly
- an abusive partner is using, or threatening to use, credit reporting as a form of abuse.

Credit reporting 101

What information is recorded on a credit report?

Information includes:

- A client's personal identity details including their name (including aliases or previous names), address and past two addresses, sex, date of birth, current or last known employer and driver's licence number;
- Details of past and current credit applications a client has made, including joint applications (in the preceding 5 years) also known as credit enquiries;
- Details of a client's current credit accounts such as loans and utility accounts;
- Details of closed credit accounts from the last 2 years;
- Default listings for payments over \$150 which are more than 60 days overdue (in the last 5 years);
- "Clear-out listings", also known as serious credit infringements, where a credit provider has tried to locate a client unsuccessfully and reasonably believes the person has decided not to pay the debt (in the last 7 years). Obtaining credit fraudulently may also lead to a serious credit infringement listing;
- Bankruptcy (the later of 5 years from the date a client became bankrupt, or 2 years from the date they were no longer bankrupt);
- Debt agreements under Part IX (sometimes "Part 9") of the Bankruptcy Act (the later of 5 years from the date a client entered the debt agreement, or 2 years from the date the agreement is terminated, voided or completed, or when the debt agreement is completed);
- Debt agreement/Part IX applications (although these must be removed if they are withdrawn prior to creditors voting, or are rejected by an official receiver, or lapse);
- Court judgments related to a client's creditworthiness (like default judgments on debts) (listed for 5 years post-judgment);
- Repayment history information (RHI) on loans such as whether monthly payments have been made on time (in the last 24 months); and
- Financial hardship information (FHI) about any temporary hardship arrangements or permanent variations (in the last 12 months).

Blake Campbell		Bank Avaritia Bank	
Real Property Mortgage			
Principal and Interest are to be paid in full	Fixed	360	
Payment report pending			
✓ Payment received on time	1 Up to 29 days overdue	2 30-59 days overdue	3 60-89 days overdue
4 90-119 days overdue	5 120-149 days overdue	6 150-179 days overdue	✗ 180+ days overdue
Ⓜ Payment not reported	Ⓟ Repayment pending	Ⓒ Account closed	Ⓜ Outside of reporting window

Repayment history is reported monthly. Codes are used and are explained in the credit report. For example, "0" indicates that a payment has been paid on time, "1" indicates that a payment is 15-29 days overdue (people aren't reported as behind if the payment is

made within 14 days), and "2" indicates that a payment is between 30 days and 59 days overdue. Financial hardship information (FHI) may also appear alongside the RHI for each month the client is in a financial hardship arrangement.

A client's credit report will also usually include a credit score (also sometimes called a credit rating). A credit score is created by a CRB using the information listed above. A credit score reflects the CRB's analysis of your client's creditworthiness, including the likelihood that they would default on a new loan.

A credit report will give you a fairly clear picture of what debts a client may have. However, it does not include everything. For example, commercial debts may be omitted, and company directorships may not always appear. Some credit information, including information about some Buy Now Pay Later (BNPL) accounts, may not be listed because not every lender reports information. Some smaller creditors, including some payday lenders choose not to participate in the credit reporting regime.¹ Some creditors only report defaults but don't report RHI. Likewise, some credit providers may only be able to see and report on a smaller subset of a client's credit information (like telcos or BNPL). In some cases, a credit listing may disappear while the underlying debt is still active. For example, court judgments drop off after 5 years but remain enforceable for at least 12 years in NSW.

It is important to note that banks and other lenders maintain their own client credit history records often for a much longer period than is required on credit files. For example, a client may have defaulted on a personal loan with bank "ABC". The debt may subsequently have been assigned to a debt collector and later settled by the client. Five years later, the debt no longer appears on the client's credit file, but if the client returned to bank "ABC" in around 5 years' time, the bank would likely still have records concerning the client's personal loan and default. The bank "ABC" may therefore be unwilling to approve any new credit for the client.



1. The Credit Smart website hosts a list of credit providers supplying comprehensive credit reporting data as at June 2023: creditsmart.org.au/comprehensive-credit-reporting/credit-providers-that-currently-participate-in-ccr#Lenders

Who can access information on a credit report?

Part IIIA of the *Privacy Act 1988 (Privacy Act)* sets out laws relating to consumer credit reporting. It permits a wide range of credit providers to report or obtain information from credit reports. This includes regulated and unregulated credit providers, any business that is paid in arrears like utilities and telecommunications companies, and companies that lease goods. The business must subscribe to one or more credit reporting bodies. To participate in consumer credit reporting (i.e. to access consumer credit reports or record information on them), businesses must also be members of a recognised external dispute resolution scheme such as the Australian Financial Complaints Authority (AFCA), the Telecommunications Industry Ombudsman or one of the state-based Energy and Water Ombudsman schemes. **This doesn't apply to commercial credit reporting.**

RHI and FHI can only be supplied and viewed by holders of an Australian Credit Licence.

Other businesses, in particular employers and real estate agents, sometimes require a consumer to include a copy of their credit report as part of a tenancy application. Under the *Privacy Act* real estate agents and employers are not permitted to obtain credit reports and there is no legal obligation for a person to provide a copy of their credit report in a rental or job application.

Credit reporting bodies

There are three main credit reporting bodies in Australia: Experian, Equifax and Illion (although in October 2024 Experian purchased Illion, so soon there will only be two: Experian and Equifax). The four largest banks have been required, since 2021, to report to all three bodies. The information held by each body should become similar over time. Smaller creditors may not report to all bodies and each credit reporting body may collect different information. All three credit reports should be obtained to see a complete picture of a client's credit history. In many circumstances, the reports obtained from different bodies have been substantially disparate, both in terms of what is listed and the credit score given.

What is a credit score?

It is helpful to understand there is a difference between credit ratings and credit scores. Individuals will get their credit rating on their free credit report. The credit rating indicates the band their credit score falls into (e.g., low, fair, good). Individuals will generally need to pay for their specific credit score (e.g. 320, 715, 1100) or go to one of the free credit score websites.

There is no one credit score used by creditors or available to consumers. The three main credit reporting bodies use different credit scores which are calculated from the credit-related data they retain about an individual.



Credit scores are relatively new to Australia. It is unclear which creditors use them or how they help or hinder an application for new credit. While credit reporting bodies develop scores based on the information in the credit report, most major lenders have their own internal lending score that is also used to determine loan outcomes. Internal lending scores may be based on a longer-term horizon of data and more detailed information than is available on a customer's public credit report. For example, this may include metrics such as the total credit outstanding, a customer's discretionary income and assets, and the type of credit products already used.

Visit [Credit Smart](#) for more information about credit scores.

How can I check the credit report or credit score of my client?

Consumers are entitled to a free copy of their credit report including a copy of their credit score every three months from each of the three credit reporting bodies or after having an application for credit rejected.

The report should be provided within 10 days. If the client has already obtained a report from the same credit reporting body in the last 3 months, a fee may be charged.

Visit [Equifax](#), [Illion](#) and [Experian](#) to get a free copy of each credit report.

Third party apps and websites often advertise access to credit scores but are simply taking them from the credit reporting bodies, for example Credit Savvy accesses Experian reports and GetCreditScore.com.au accesses Equifax reports. These third parties make 'access seeker' requests to the credit reporting bodies which are recorded on the credit file as a 'file access'. While these entries have no effect on the credit score, it is better to request the full credit file from the credit reporting bodies directly.

A client should be warned about the potential downsides of companies that claim to "fix" their credit report or credit score for a fee. These services are often expensive and fail to deliver any meaningful results. It is also free to lodge your own complaint with AFCA if there is a default listing or misinformation on the credit report that should be removed. Many financial counsellors and consumer legal services provide free advice or assistance to help people lodge such complaints, as well as assistance with the underlying debt, which credit repair companies do not provide.

Placing a ban on your client's credit report

If a client is at risk of ongoing financial abuse, they should be advised to check their credit report regularly. Risks include where an abusive partner obtains fraudulent loans in a client's name, or applies for credit in a client's name, resulting in credit enquiries the client does not recognise. If a client is concerned about credit fraud, they may have a ban placed on their credit report for free.

A credit report ban may help in circumstances where a client's identity has been stolen. For example, an ex-partner may have used a client's personal details to apply for credit without their knowledge or consent. Another example is if the client has reasonable grounds to believe they have been or are likely to be a victim of fraud. Requesting a ban on their credit report will stop others fraudulently applying for credit in their name.

It is worth noting that a ban is not a foolproof option. It won't do anything to stop an application for credit that has already been made. Clients should also think about what

additional steps they can take to stop someone from using their information to apply for credit (i.e. changing identity information so the stolen information becomes out-of-date).

Also note a credit ban could affect the client's eligibility to obtain credit while the ban is in place. Credit providers will not be able to see credit reporting information on any part of their credit report without a client's written permission. However, credit providers will be informed about the ban. This helps to prevent attempts to use an individual person's information to fraudulently obtain credit in their name.

A ban remains in place for a limited time and must be regularly renewed before it expires. The initial ban period is 21 days, and it can be cancelled or extended by notifying the credit reporting body in writing. It is free to request a ban and there is no limit to the number of times a ban can be extended. Check the rules of each credit reporting body as there may be different conditions relating to the duration of a ban and how to reapply.

From 1 October 2025 credit reporting bodies will need to offer a ban notification service to people who have a ban period in place. This will mean that if anybody (including a perpetrator) tries to apply for credit in a victim survivor's name while a ban is in place, the victim survivor will be notified. *See Schedule 2, section 17 of the Privacy (Credit Reporting) Code 2025.*

More information about credit reports

This Guide is designed for caseworkers with a base level understanding of Australia's credit reporting system. More information can be found at:

Financial Rights Legal Centre

financialrights.org.au

National Debt Helpline

ndh.org.au/debt-problems/bad-credit-rating/get-your-credit-report/ and ndh.org.au/Debt-problems/Bad-credit-rating/Fix-your-credit-report/

Money Smart

moneysmart.gov.au/managing-debt/credit-scores-and-credit-reports

Credit Smart

creditsmart.org.au

Redfern Legal Centre

rlc.org.au/resources/legal-self-help/factsheet-fixing-your-credit-report-after-financial-abuse



Changing, or protecting, your client's credit report

Removing information in domestic and family violence circumstances

Financial Rights' view is that negative information should not be recorded on a credit report if the debt is incurred as a result of domestic and family violence, or if the negative information is a result of domestic and family violence. Legal arguments for removing negative information from credit reports are complex, but the ability to do this has been strengthened recently. It is possible that some credit providers may not realise there are clearer grounds for having negative information removed.

Circumstances involving domestic and family violence where a client may want negative information removed include where a client:



- does not owe the debt listed. For example, an abusive partner may have obtained a loan in a client's name without their consent
- was coerced into taking out a loan, either solely in their own name or as a co-borrower. Alternatively, a client may have signed as a guarantor on a loan but received no benefit from it. For example, where funds were used by an abusive partner to pay out their own debts, fund the purchase of a vehicle or spent on gambling
- took out a loan at a time when they could afford it, but an abusive relationship made it impossible to keep up with their loan commitments. The client may have since left the relationship and be able to resume regular payments, but not clear all the arrears
- may be listed as a "clear-out" (with a serious credit infringement) because they were uncontactable during a period they were fleeing a violent relationship. The individual may not have been deliberately avoiding the debt and may now be in contact with the credit provider
- has had several missed payments recorded under the RHI on their credit report, but they have been paying their share of the debt on time every month to a former abusive partner who has not been making the payments
- may have Family Court orders or a property settlement that provides for a debt to be paid by an abusive former partner who has failed to make the payments
- may not be aware of missed repayments because their partner has withheld that information
- may not be aware of credit applications which appear on their credit report. These might be credit enquiries that were made by a partner or former partner fraudulently in the client's name without the client's consent or knowledge. This may have occurred during an abusive relationship or after it ended.

Your arguments

There may be cases where you have already been in contact with the creditor. For example:

- to seek a waiver of a debt if it was incurred because of domestic and family violence;
- to dispute a debt based on irresponsible lending; or
- to seek a repayment arrangement.

If possible, discuss what the credit provider may agree to do about removing any negative information from the client's credit report at the same time.

Your arguments will depend on the reason for negative info

If a credit provider waives a debt because of the fraudulent action of another party, all records of the debt should be removed from the credit report (account information, RHI, FHI, default information, etc.). This is because the record is misleading and is not a true reflection of the client's creditworthiness. The account should not have been listed in the first place.

If a credit provider waives a debt on compassionate grounds, they may also be willing to remove the debt information from the client's credit report. However, while there is a clear process for a credit provider to do this, and we would consider it good industry practice, there is no obligation for credit providers to do this.

If a credit provider accepts that the debt was incurred, or was in arrears, as a result of domestic and family violence, it is good practice for the creditor to remove negative information or not report it. This is supported by some external dispute resolution schemes including AFCA through its [Approach to family violence](#), as well as the ABA's Industry Guideline [Preventing and responding to family and domestic violence](#) and the [Privacy \(Credit Reporting\) Code 2025](#). If an account is open and negative RHI has accumulated, the credit provider should either agree to rectify the RHI to indicate the victim survivor has been paying on time (reporting zeros) or they should suppress the RHI during the time the victim survivor was experiencing domestic and family violence (reporting blanks).

New rules in the 2025 Credit Reporting Code²

From 1 October 2024 individuals can have defaults, payment information, RHI or FHI corrected on their credit reports if those records were the result of "unavoidable consequences of circumstances beyond the individual's control, such as natural disaster, domestic abuse, or bank error." Note, RHI can only be corrected if the monthly payment has been made or the obligation to pay has been varied by some kind of arrangement with the lender.

Schedule 2, Subsections 20(12) and 20(13) set out the process for correcting information that exists because of domestic abuse.

2. The *Privacy (Credit Reporting) Code 2025* is developed by industry and approved by the OAIC. Creditors agree to comply with this Code when they use the credit reporting system.

This means you can make a correction request for your client to either the credit provider or a CRB and they must consider whether the information is inaccurate, out-of-date, incomplete, irrelevant or misleading with regards to your client's creditworthiness. If the lender or CRB is satisfied that the default, RHI or FHI is not an accurate reflection of your client's creditworthiness then they must correct those records. Correcting these records could take the form of removing information, replacing information with something else or updating the credit report to reflect a back-dated hardship arrangement.

Multiple applications (enquiries)

Victim survivors often have a number of credit applications (or 'enquiries') on their reports, as a result of fraud or being coerced into applying for credit.

From 1 October 2024 credit reporting bodies and credit providers have been required to have a process in place to make a single request for the correction of multiple enquiries which were the result of fraud or domestic abuse and did not result in credit being offered. *Schedule 2, Subsections 20(9)-(11) of the new 2025 Credit Reporting Code* sets out the rules for corrections relating to multiple enquiries.

Credit reporting bodies and credit providers will also need to consider what evidence they need to correct multiple enquiries and not overly burden an individual with too many evidentiary requirements. They must first consider what information is already available to them and what information was originally provided by the victim survivor. These changes in the *Credit Reporting Code* were intended to reduce the burden on individuals associated with requesting correction of multiple pieces of information stemming from a single event, especially as providing similar information multiple times can be difficult or traumatising.

Are creditors allowed to remove or not report information?

Some creditors may say they cannot remove a default or negative RHI, or that they must report this information because of the credit reporting rules. This is wrong.

There is nothing in the credit reporting rules that prevents a creditor from removing negative information from credit reports when domestic and family violence was involved, making the relevant information inaccurate, out-of-date, incomplete, irrelevant or misleading, having regard to the purpose for which the information is held. This view is supported by the guidance published by the ABA and AFCA. Clause 16 of the [Principles of Reciprocity and Data Exchange](#) (PRDE, the credit reporting data exchange rules) contains exemptions for the reporting of information in cases of domestic abuse.

Finally, for big banks that are required by law to supply comprehensive credit information to credit reporting bodies, ASIC has adopted a no-action position to enable those banks to withhold or suppress information on consumer credit reports where reporting could lead to consumer harm, including where a consumer may be the victim of family violence. This means ASIC will not take legal action against a major bank for supporting victim survivors by not reporting information on their credit reports.



The ABA's Industry Guideline

The Australian Banking Association's Industry Guideline on [Preventing and responding to family and domestic violence](#)³ states:

"Banks will work with a customer to review their circumstances and should not enter negative credit information if a customer is affected by family and domestic violence, so far as the bank is able to avoid doing so under the law. Where the bank is aware of family and domestic violence and a formal hardship arrangement is in place, the credit report will not reflect missed repayments for the duration of the arrangement."

Australian Financial Complaints Authority

At the time of writing, both the current AFCA [Approach to joint accounts and family violence](#) and the draft [updated AFCA Approach to family violence](#) refer to credit reporting (at section 2.8 and 2.7, respectively). AFCA currently notes that there may be occasions, if domestic and family violence is present, "where it will be appropriate for financial firms to remove or refrain from entering credit information about a vulnerable borrower".

AFCA makes decisions based on what it considers "... fair in all the circumstances having regard to legal principles, applicable industry codes or guidance, good industry practice and previous relevant Determinations of AFCA or Predecessor Schemes".⁴ AFCA found in two cases that it was unfair for a default listing to remain on a credit report because, among other things, the complainants' circumstances were beyond their control because of domestic and family violence. In these cases, the lender didn't know at the time of listing the defaults that the customers were experiencing family violence. AFCA also noted that the debts were repaid once the complainants were aware of the listings in each case.⁵

Disputing a creditor's decision

If you are instructed to dispute a creditor's decision to list negative information on a client's credit report, lodge a complaint with the creditor and explain why the negative information should be removed or shouldn't be reported. A creditor has 30 days to respond to a complaint.

A creditor might:

- fail to respond in 30 days; or
- refuse to amend or remove your disputed listing.

If this occurs, you can make a complaint to the relevant external dispute resolution



3. While this is a guideline and not enforceable, it is an indication of good practice, and it is likely that AFCA would apply this in certain cases.

4. AFCA Rules, rule A.14.2 (as at 1 July 2024).

5. AFCA Case Number 742728 (service02.afca.org.au/CaseFiles/FOSSIC/742728.pdf); AFCA Case Number 617615 (service02.afca.org.au/CaseFiles/FOSSIC/617615.pdf)

scheme if the creditor is a member, for example AFCA, the Telecommunications Industry Ombudsman, or the Energy and Water Ombudsman in your state.

The creditor should contact all three credit reporting bodies to have the information removed from all the client's credit reports. It is worth advising the client to obtain a free copy of their report from each of the credit reporting bodies after a month or so to check the information has been removed.

If the credit reporting bodies do not remove the negative information on a client's credit report after being instructed to do so or after being provided with correct information, you can make a complaint to AFCA. Equifax, Illion and Experian are all members of AFCA.

Information taken from the public domain

As well as receiving data reported by creditors, credit reports also contain some information on the public record. This includes court judgments that relate to credit or creditworthiness, and personal insolvency matters (e.g. bankruptcy, debt agreements, debt agreement applications) listed on the National Personal Insolvency Index (NPII). Even where the judgment was obtained by a credit provider who might have listed, for example, an earlier default on your client's credit report, the judgment itself will not have been listed or reported by that creditor: it will have been obtained from the relevant court by the credit reporting body. Similarly, if your client was forced into bankruptcy by a creditor, the recording of the bankruptcy on your client's report comes not from the creditor, but from the publicly maintained NPII.

This can be more difficult to change because the information comes from public records. However, if a judgment is set aside by a creditor, you can seek to have it removed from the report by the credit reporting bodies. You may also lodge a complaint with AFCA, if it is not removed.

What about defaults relating to utility debts?

Energy companies and other businesses that don't hold an Australian Credit Licence don't report RHI or FHI but may still report a default or a serious credit infringement.

If the creditor refuses to remove negative information caused by domestic and family violence, you can seek help from the relevant ombudsman scheme. Energy Ombudsman schemes will need to apply the new protections in the *2025 Credit Reporting Code* and remove negative credit information, if it was beyond the control of a consumer because of domestic and family violence. This is also consistent with the general obligations on energy retailers to better support customers impacted by family violence imposed by *Part 3A of the [National Energy Retail Rules](#)*.

The Energy and Water Ombudsman Victoria states that the circumstances in which it: *"may consider it unreasonable for a provider to commence debt collection, list default information or disconnect supply include (but are not limited to) when a consumer impacted by family violence:*

- *does not owe the debt listed, such as where the account was set up without their informed consent;*
- *was coerced into being listed as the financially responsible person for the account despite not being financially independent or in a position to pay for energy or water usage;*

- *has left the relationship and property and is unaware of the overdue account or that the default would be listed;*
- *has not contributed to the debt i.e. have not been responsible for energy consumption;*
- *has regularly paid for their share of the debt to their partner who withheld the payments without their knowledge; or*
- *experienced payment difficulty due to family violence and did not receive appropriate assistance from the provider.”⁶*

Similarly, the Energy and Water Ombudsman NSW states in relation to domestic and family violence: “[W]here default listing has occurred when a provider is not aware of the customer’s experience at the time of the listing EWON expects the provider removes the listing”.⁷

The Telecommunications Industry Ombudsman hasn’t produced a clear statement on domestic and family violence and the removal of defaults. However, the provisions in the *2025 Credit Reporting Code* carry the power of law against telecommunications providers just like energy companies. Telcos are considered Credit Providers under the *Privacy Act* and so they must comply with the *2025 Credit Reporting Code*.

There is non-binding telecommunications industry guidance available from the Communications Alliance (the industry body for telcos) in relation to domestic and family violence. It asserts that: “If an affected person’s account has been default listed and the circumstances of the account indicate DFV may be present, RSPs [Retail Carriage Service Providers] should consider the effect of DFV on the debt issues. Where it is determined that the failure to pay was through no fault of the customer, the default may be considered as listed in error and should be removed.”⁸

Need advice?

If you need advice, caseworkers (not the public) can contact:

- **NSW** - Financial Rights Legal Centre, dedicated caseworker hotline: 1800 650 084.
- **Victoria** - Consumer Action Law Centre, worker advice line: (03) 9602 3326.
- **Queensland** - Legal Aid Queensland, email cpuadvice@legalaid.qld.gov.au to get advice from a consumer protection lawyer.
- **South Australia** – Consumer Credit Law Centre SA, email consumercredit@unitingcommunities.org.
- **Western Australia** - Consumer Credit Legal Service (WA) Inc, email cclswa@cclswa.org.au and a lawyer will respond.

6. EWOV’s Position Statement - [Family Violence, November 2024: EWOV-Final-Family-Violence-Position-Statement.pdf](#)

7. [Position Statement – EWON’s Family Violence Response, November 2023](#).

8. See clause 10.4 of the March 2024 version of [G660:2023 Assisting Consumers Affected by Domestic and Family Violence Industry Guideline](#).

Financial Hardship Information

FHI and RHI - Stopping ongoing harm to your client's credit report

Lenders with an Australian Credit Licence who report RHI must also report FHI. Amending or preventing FHI or RHI from being reported can be complicated, but there are now two very clear ways to get it done:

1. requesting that Financial Hardship Information is backdated *section 8(A)(9)*, or
2. asking for RHI or FHI to be corrected through *section 20(12) & (13) of the 2025 Credit Reporting Code*.

Should my client apply for hardship assistance?

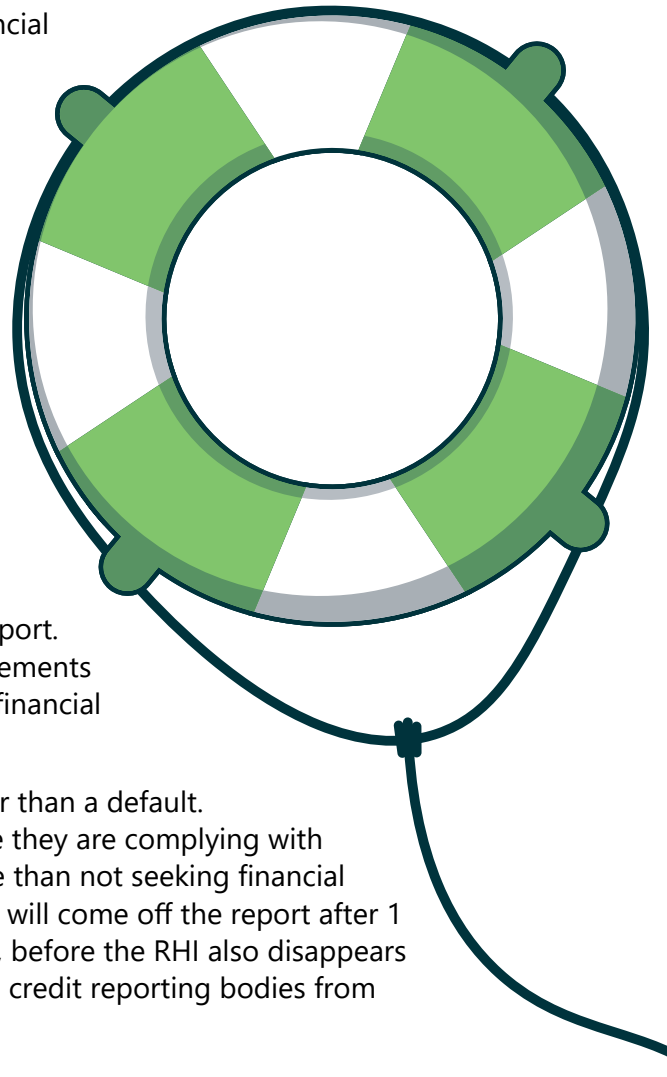
You should let the lender know that your client is a victim survivor or is experiencing domestic and family violence. Most Australian banks have financial hardship staff who are trained on how to assist victim survivors of domestic and family violence.

Generally, it is in a client's interest to apply for financial hardship assistance, if they're unable to meet repayments and are likely to be able to meet the terms of an alternative arrangement. If a lender agrees to a hardship arrangement you should specifically ask how payment information will be recorded on the client's credit report during and after the arrangement.

The details of a client's situation will not be recorded, but if they are granted a hardship arrangement, the credit report will state that this arrangement exists. This FHI will stay on the client's credit report for 12 months.

People who have experienced financial abuse may be reluctant to access financial hardship assistance because it will be recorded as part of their credit report. Given the significant benefit which hardship arrangements can provide, clients should be encouraged to seek financial hardship assistance.

A proactive financial hardship arrangement is better than a default. A client's RHI will be reported as "up-to-date" while they are complying with the arrangement. This is better for their credit score than not seeking financial hardship assistance and missing payments. The FHI will come off the report after 1 year leaving clean, up-to-date RHI for another year, before the RHI also disappears (as it is recorded for 2 years). The law also prohibits credit reporting bodies from incorporating FHI into credit scores.



How will a debt waiver be shown?

In cases involving fraud, coercion or irresponsible lending, all records of the credit should be removed from the consumer's credit report when the debt has been waived (including RHI and FHI if applicable). Where a waiver has been given due to financial hardship or compassionate grounds, you should discuss with the creditor how this will be shown. It may be appropriate for the debt waiver to be reported as a financial hardship arrangement, and the account information to show that the debt has been paid. More detail about how this might work is below.

Joint accounts, repayment history information and financial hardship information

Joint accounts are difficult in financial abuse situations. Australia has an account-based credit reporting system. This means the same information will show up on both account holders' credit reports. If a perpetrator has agreed to pay the mortgage, but is missing payments, those missed payments will show up on their partner's report as well. This may even be a tactic of financial abuse on the part of the perpetrator.



If there is a financial hardship arrangement in place, FHI will be recorded on both credit reports unless special circumstances are brought to the creditor's attention.

A lender will usually want both joint borrowers to be aware of, and consent to, a hardship arrangement. However, the *Banking Code of Practice*⁹ states that banks may negotiate a financial hardship arrangement with one borrower, without notifying the other, in some domestic and family violence circumstances.

AFCA also takes the view that *"it is not necessary for the financial firm to first obtain the other borrower's consent in domestic and family violence circumstances"*.¹⁰

The *2025 Credit Reporting Code* makes it clear that credit providers are not required to notify a joint account holder of a financial hardship arrangement, although they may need to consider whether it would be appropriate to notify those other individuals.¹¹

RHI and FHI would usually show on the credit reports of both joint borrowers. However, where a victim survivor has negotiated an arrangement without the joint borrower's knowledge or agreement, and safety is a concern, credit providers and credit reporting bodies have agreed to a special credit reporting solution where credit providers can "suppress" RHI and FHI if a customer is experiencing domestic or family violence. FHI and RHI are both suppressed. This means the client and the joint borrower will have blanks or no information relating to their payments on that account while a financial hardship arrangement is in place.



It is possible that a perpetrator could react or retaliate if they see blanks on their report, but at least there will be no record of the financial hardship information. A victim survivor could also opt to have overdue information (RHI) reported and subsequently seek a correction. It's important that the victim survivor **requests** that the creditor or credit reporting body take the approach of suppressing the information. Under the Principles of Reciprocity and Data Exchange industry data exchange rules, the suppression of RHI and FHI in domestic and family violence situations is allowed as long as suppressing that information is consistent with the credit provider's overall approach to that individual. We take this to mean they have to be waiving the debt, offering appropriate financial hardship, etc. – the credit provider can't just not report the information but then proceed with debt collection against the victim-survivor.¹²

9. Clause 149 of the 2025 Banking Code (previously clause 159 of the 2021 Code) says "if you have a joint account with someone and you are experiencing financial difficulty, then we can assist you. If you ask us, we can do so without involving the other person initially".

10. Clause 2.6, AFCA Approach to joint accounts and family violence.

11. Section 8A.1(6) of Privacy (Credit Reporting) Code 2024

12. See Principles of Reciprocity & Data Exchange (PRDE) Version 23 (1 November 2023), Principle 1, CI 16. Available at arca.asn.au/copy-of-current-version-of-the-prde

How are debt waivers and default removals recorded?

In a straightforward situation where a waiver is given due to financial hardship or compassionate grounds for an account that is ongoing, such as a credit card or personal loan, there would be a "V" in the month that the waiver was granted which indicates that a financial hardship arrangement is in place. This would remain for 12 months and the credit report will show "RHI = 0" or "RHI = ✓" indicating that the payments are up to date. There is likely to be negative information if the account was already in arrears and this may be dealt with separately if you feel it should be removed.

If the account is being closed at the same time as the waiver, there will likely be a "V" in the last month before RHI stopped being reported.

A waiver may not be "in response" to a financial hardship request. For example, where the debt was incurred fraudulently or in breach of responsible lending obligations. In such cases you could argue that no FHI should be recorded and that all other references to the loan should be removed from the credit report.

If the loan has already been charged off and a default has been recorded, then the account will be shown as closed and there won't be any RHI or FHI after that time. "Charged off" means that the creditor has recorded the account as a loss and closed the account. However, it doesn't mean the creditor won't pursue payment or hasn't sold the debt to a debt collector. If the client has later paid the default, then the creditor should report "payment information" which will show that the default amount is no longer owing. It would then be a separate question as to whether the default information should be removed on the basis that the information only existed due to unavoidable circumstances beyond the client's control: see *subsections 20(12) and 20(13) of the 2025 Credit Reporting Code*. If the account is closed and there is no ongoing RHI, then there will be no financial hardship arrangement listed. FHI only exists for open and ongoing credit accounts. Getting an old debt waived will not attract FHI.

Final note

Credit providers should not provide unreasonable barriers to victim survivors seeking assistance. For example, it is unreasonable (and dangerous) to insist that every victim survivor produce a court order, intervention order or evidence of a police complaint. However, these matters can be complex in practice and sometimes the outcome will be a pragmatic compromise.

Arca is actively researching how the credit reporting industry can better support victim survivors of domestic abuse. They put out an [Insights Paper](#) on domestic abuse in April 2024 with more industry guidance and are preparing principles of good practice for domestic abuse and credit.



Appendix

Sample letters

We have provided you with some examples of letters you might use when negotiating on a client's behalf. The four types of letters are:

1. Requesting a lender remove credit enquiries or credit applications from a credit file where the credit application was made without the client's knowledge.
2. When your client cannot make payments due to domestic and family violence.
3. Seeking a waiver of liability for a debt or joint debt - solely on compassionate grounds.
4. Seeking a waiver of liability for a debt or joint debt - when there were "red flags" at the time of the loan.

Also, make sure to check the creditor's website for any domestic and family violence policy which can be referred to in the letter.

Instructions

When using these sample letters please replace the **highlighted** sections with the specific information about your client. Please delete any examples which are not relevant to your case.



1. Request to remove multiple enquiries

Requesting credit reporting body to remove multiple credit enquiries (credit applications) from a credit file where credit applications were made without the client's knowledge.

If you already have a copy of your client's ADVO or other formal reports documenting the abuse, you may choose to attach it. Only include this if you regard it necessary to achieve an outcome and you have the client's consent. Be mindful of vicarious trauma for yourself and your client and the risk of privacy breaches. Only provide the minimum amount of information necessary (for example, avoid documents containing graphic descriptions of abuse). If your client does not have that kind of evidence and cannot obtain it for any reason, then the description of the client's circumstances can be provided without evidence. If evidence is specifically requested, you may need to explain the reasons why this should or could not be obtained in the circumstances.

Re: **Request to Credit Reporting Body for removal of credit enquiries from credit file**

[Credit Reporting Body (Equifax/Experion/Illion) contact details]

Dear **[IDR CONTACT]**,

Our client: [Name]

Date of Birth: [DOB]

We act for **[Name]**. An authority signed by our client is attached.

We are requesting that you remove multiple credit enquiries from our client's credit report. This correction request is in relation to the following credit enquiry information:

[list lender details for each enquiry that should be removed]

IMPORTANT: Our client has experienced domestic and family violence. To maintain our client's safety, we request that you:

- do not disclose personal information to any third party that may put our client at risk, such as new address or contact details;
- do not request that our client make contact with their ex-partner; and
- ensure all future correspondence in this matter is directed to this service.

Background

Our client is a victim of domestic and family violence. **[Provide a brief description of the client's circumstances. Financial circumstances are**

less important here - background information should focus on the abuse experienced - in particular financial abuse]

In relation to these credit enquiries, **[Name]** advised us that **[FOR EXAMPLE]**:

- **any applications made to lender name for the above personal loan was without their knowledge or consent;**
- **they were unaware of the existence of these enquiries until recently obtaining a copy of their credit report;**
- **they suspect that their partner at the time (now ex-partner) may have used their personal information to impersonate them for the purpose of obtaining credit.**

Note that it may be important to provide further documentation to support the client's assertion of the fraudulent loan. For example, a report made to police with details of the event number. If a police report wasn't made (for whatever reason), consider any reports made to IDCARE or other services or explain why it can't be provided if it has been requested.

The credit enquiry listings are inaccurate. The enquiries were made without their knowledge, consent or permission, and would unfairly prejudice our client as they seek to get back onto their feet and obtain credit.

In light of this, and with reference to the AFCA Approach to Family Violence and the ABA Guidelines we kindly request that you:

- note that the loan application was not made with our client's knowledge or consent; and
- remove all references to these credit enquiries from our client's credit file.

This would assist our client in regaining their financial independence without continuing to bear the burden of the domestic and family violence they have experienced.

Please provide the requested information within 30 days of the date of this email. The above information is requested under the *National Consumer Credit Code*.

If you have any questions about the above, please do not hesitate to contact me on the details provided below.

2. Correcting repayment information

When your client could not make payments due to domestic and family violence.

[Financial firm contact details]

Dear **[IDR CONTACT]**

Our client: [Name]

Date of Birth: [DOB]

Account number: **[Enter if known, otherwise delete]**

We act for **[Name]**. An authority signed by our client is attached.

We are requesting **[financial firm]** remove the adverse information from our client's credit report on the basis that their **[payment arrears / inability to pay]** was an unavoidable consequence of circumstances beyond their control, stemming from domestic and family violence.

IMPORTANT: Our client has experienced domestic and family violence. To maintain our client's safety, we request that you:

- do not disclose personal information to any third party that may put our client at risk, such as new address or contact details;
- do not request that our client make contact with their ex-partner; and
- ensure all future correspondence in this matter is directed to this service.

Background

[Please edit to fit facts]

[Name] entered into the loan with **[financial firm]** on **[date]**. Our client met payments on this loan until [date].

Between **[date]** and **[date]**, our client was subject to physical and financial abuse **[if there is evidence of the abuse such as a copy of an AVO or medical report, and the client consents, consider attaching]**. As a result, they were not able to meet their payment obligations under the loan. **[Name]** did not tell **[financial firm]** about the abuse because **[list reasons, include only if appropriate]**.

I understand that **[financial firm]** listed negative repayment history information (RHI) on **[Name's]** credit file between **[date]** and **[date]**. Further, on **[date]**, **[financial firm]** listed a default listing on their credit file.

On **[date]**, **[Name]** **[entered into an arrangement to clear the overdue amount/has paid the overdue amount]**. **[Name]** is now trying to rebuild their life and wants their credit report to reflect their actual creditworthiness.

In light of this, and with reference to *Schedule 2, Subsections 20(12) and 20(13) of the Privacy (Credit Reporting) Code 2025*, the AFCA Approach to Family Violence and the Australian Banking Association Family Violence Guidelines we kindly request that **[lender name]** take steps to remove the adverse information from our client's credit report on the basis that **[payment arrears/inability to pay]** was due to domestic and family violence.

This would assist our client in regaining their financial independence without continuing to bear the burden of the domestic and family violence they have experienced.

If you have any questions about the above, please do not hesitate to contact me on the details provided below.

3. Seeking waiver on compassionate grounds

Seeking waiver of liability for a debt (or joint debt) - solely on compassionate grounds.

If you already have a copy of your client's ADVO or other formal reports documenting the abuse, you may choose to attach it. Only include this if you regard it necessary to achieve an outcome and you have the client's consent. Be mindful of vicarious trauma for yourself and your client and the risk of privacy breaches. Only provide the minimum amount of information necessary (for example, avoid documents containing graphic descriptions of abuse). If your client does not have that kind of evidence and cannot obtain it for any reason, then the description of the client's circumstances can be provided without evidence. If evidence is specifically requested, you may need to explain the reasons why this should or could not be obtained in the circumstances.

[Financial firm contact details]

Dear [IDR CONTACT],

Our client: [Name]

Date of Birth: [DOB]

We act for [Name]. An authority signed by our client is attached.

We are seeking a compassionate waiver on behalf of our client and to have any negative credit information relating to this account removed from their credit file.

IMPORTANT: Our client has experienced domestic and family violence. To maintain our client's safety, we request that you:

- do not disclose personal information to any third party that may put our client at risk, such as new address or contact details;
- do not request that our client make contact with their ex-partner; and
- ensure all future correspondence in this matter is directed to this service.

Background

Our client is a victim of family violence. [Provide a brief description of the client's circumstances] Our client is [insert age], [they have X dependent children, they have [medical condition X], they are currently unemployed/employed and only receive X per week, they have no assets, they have no other debts/a number of other debts incurred in their name by a third party.

[Focus on the personal circumstances of the client because this is the basis for your request for a waiver on compassionate grounds].

At the time the [loan/account/mortgage] was applied for, our client was acting under the coercive control of [perpetrator]. We are instructed the loan proceeds were used by [perpetrator] for [reason] and our client received [no/minimal] benefit from the loan.

Our client still faces financial hardship and [cannot afford any repayments/ can only afford repayments of affordable amount per week]. [We attach a statement of financial position prepared by our office as at today's date].

In the circumstances, we seek a compassionate waiver on behalf of our client. Accordingly, any associated default listings and negative repayment history information made on our client's credit report should also be removed. We submit this information exists because of unavoidable consequences of circumstances beyond the individual's control and should be corrected in accordance with *Schedule 2, Subsections 20(12) and 20(13) of the Privacy (Credit Reporting) Code 2025*.

If joint loan: We are aware that because this is a joint debt, it may not be straightforward to remove negative information for our client alone. However, we request [name of financial firm] suppress the RHI and remove the default information. We understand this will affect both borrowers, but this is a better option than exacerbating the impact of domestic and family violence on our client by allowing the negative information to remain.

In relation to the credit report, please see the AFCA Approach to Family Violence.

If you have any questions about the above, please do not hesitate to contact me on the details provided below.

4. Seeking waiver for unsuitable loan

Seeking waiver of liability for a debt (or joint debt) - when there were 'red flags' at the time of the loan.

If you already have a copy of your client's ADVO or other formal reports documenting the abuse, you may choose to attach it. Only include this if you regard it necessary to achieve an outcome and you have the client's consent. Be mindful of vicarious trauma for yourself and your client and the risk of privacy breaches. Only provide the minimum amount of information necessary (for example, avoid documents containing graphic descriptions of abuse). If your client does not have that kind of evidence and cannot obtain it for any reason, then the description of the client's circumstances can be provided without evidence. If evidence is specifically requested, you may need to explain the reasons why this should or could not be obtained in the circumstances.

[Financial firm contact details]

Dear [IDR CONTACT],

Our client: [Name]

Date of Birth: [DOB]

We act for [Name]. An authority signed by our client is attached.

We are seeking a waiver on behalf of our client **[refund of payments made – if relevant]** and to have negative credit information relating to this account removed from their credit file.

IMPORTANT: Our client has experienced domestic and family violence. To maintain our client's safety, we request that you:

- do not disclose personal information to any third party that may put our client at risk, such as new address or contact details;
- do not request that our client make contact with their ex-partner; and
- ensure all future correspondence in this matter is directed to this service.

Background

Our client is a victim of domestic and family violence. **[Provide a brief description of the client's circumstances]**. Our client is **[insert age]**, **[they have X dependent children, they have [medical condition X], they are currently unemployed/employed and only receive X per week, they have no assets, they have no other debts/a number of other debts incurred in their name by a third party]**.

At the time the **[loan/account/mortgage]** was applied for, our client **was acting under the coercive control of X**. We are instructed the loan proceeds

were used by **[perpetrator]** for **[reason]** and our client received no benefit from the loan/minimal benefit from the loan.

We believe your organisation should have been alerted at the time the loan was applied for that our client was acting under the control of a third party [OR] that this loan was unsuitable **given our client was not present at the meeting with your representatives/our client did not sign any application form/the proceeds of the loan were paid to another party/our client does not have a driver's licence (car loan)/ my client's income and expenditure clearly demonstrate she could not afford this loan and any proper suitability assessment would have identified this]**. We are instructed the loan proceeds were used by **[perpetrator]** for **[reason]** and our client received no benefit from the loan/minimal benefit from the loan. **This is documented by our client's bank statements (copy attached).**

[if applicable] We have also verified our client could not afford the loan/mortgage at the time it was granted without undue financial hardship – or if joint loan, the borrowers couldn't afford the loan. A copy of the Statement of Financial Position prepared by our office as at **[the date of the application]** is attached.

Our client is still suffering financial hardship and cannot afford any repayments/ can only **afford repayments of X per week if at all. We attach a statement of financial position prepared by our office as at today's date. [This shouldn't be necessary if you have a strong argument that the lender was at fault for granting the loan]**

In the circumstances, we seek a waiver on behalf of our client. Accordingly, any associated default listings and negative repayment history information made on our client's credit report should also be removed. We submit this information exists because of unavoidable consequences of circumstances beyond the individual's control and should be corrected in accordance with *Schedule 2, Subsections 20(12) and 20(13) of the Privacy (Credit Reporting) Code 2025*.

[If joint loan: We are aware that because this is a joint debt, it may not be straightforward to remove negative information for our client alone. However, we request [insert name of financial firm] suppress the RHI and remove the default information. We understand this will affect both borrowers, but this is a better option than exacerbating the impact of domestic and family violence on our client by allowing the negative information to remain.

In relation to the credit report, please see the AFCA Approach to Family Violence.

OPTIONAL: If this waiver is not agreed to, please provide to us the following documents so our client may obtain additional advice:

1. copy of the loan contract;
2. copy of the loan application form;

3. copy of any preliminary assessment and any other relevant documents such as Centrelink income statements, payslips or bank statements obtained to complete this assessment;
4. copy of the final assessment performed pursuant to the *National Consumer Credit Protection Act 2009* and any other verifying documents such as Centrelink income statements, payslips or bank statements obtained to complete this assessment;
5. copy of any insurance contract(s) in your possession;
6. any notices under the *National Credit Code* previously sent to our client;
7. account statements for the life of the loan; and
8. a statement of the current payout figure with details of how this amount is calculated.

Please provide the requested information within 30 days of the date of this email. The above information is requested under the *National Consumer Credit Code*.

If you have any questions about the above, please do not hesitate to contact me on the details provided below.



Financial Rights Legal Centre is a community legal centre specialising in financial services, particularly in the areas of consumer credit, banking, debt recovery and insurance. It is the only such Centre in NSW, and one of the only centres in Australia that fully integrates telephone assistance and financial counselling with legal advice and representation. The Financial Rights Legal Centre also operates the Insurance Law Service, a national specialist consumer insurance advice service, and Mob Strong Debt Help, a free nationwide legal advice and financial counselling service for Aboriginal and Torres Strait Islander people.

See financialrights.org.au



Economic Abuse Reference Group (EARG) is a network of over 60 community organisations across Australia that collaborate to improve government and industry responses to the economic impacts of domestic and family violence. Members include family violence services, community legal services, financial counselling services and women's services.

See earg.org.au



Financial Rights Legal Centre

Tel (02) 8204 1386

PO Box 538
Surry Hills NSW 2010

financialrights.org.au

For guides, reports and more check out the
[Caseworker Resources](#) section of our website.

Economic Abuse Reference Group

Tel (02) 8037 8001

73 Pitt Street
Redfern NSW 2016

earg.org.au

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