

# IDR data reporting handbook

1 December 2025

#### **About this handbook**

This handbook is for financial firms that must report their internal dispute resolution (IDR) data to ASIC. It sets out:

- an overview of the data reporting process;
- the IDR data dictionary, which describes the data elements firms must report on;
- the IDR data glossary, which defines terminology used in the data dictionary; and
- step-by-step instructions on how to submit IDR reports to ASIC through the ASIC Regulatory Portal.

## **Document history**

This handbook was issued on 1 December 2025 and is based on legislation and regulations as at the date of issue.

Previous versions were:

- issued on 30 March 2022; and
- updated on 28 April 2023.

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## A Overview

#### **Key points**

This section provides an overview of the internal dispute resolution (IDR) data reporting framework: see paragraphs 1–8. It also includes:

- key timeframes (see paragraphs 9–13);
- an overview of how financial firms must collate, format and submit IDR data to ASIC (see paragraphs 14–39); and
- a summary of the IDR data dictionary and accompanying data glossary (see paragraphs 40–56).

## IDR data reporting framework

#### Background and purpose of this document

The Treasury Laws Amendment (Putting Consumers First—Establishment of the Australian Financial Complaints Authority) Act 2018 (AFCA Act) significantly reshaped the Australian financial services dispute resolution framework.

Note: The AFCA Act amends the *Corporations Act 2001* (Corporations Act) and other financial services and credit laws, and repeals the *Superannuation (Resolution of Complaints) Act 1993*.

- The legislative changes also provide ASIC with additional powers aimed at improving transparency around IDR. These reforms:
  - require financial firms to report their IDR activities to ASIC in accordance with ASIC requirements;
  - give ASIC the power to determine, by way of legislative instrument, the content and form of IDR reporting by financial firms; and
  - enable ASIC to publish the IDR data, including at the firm level.
- This document sets out the mandatory IDR data reporting obligations, including how financial firms must collate their IDR data and lodge it with ASIC.

Note: For more information on what financial firms must do to have an IDR system in place that meets ASIC's standards and requirements, see Regulatory Guide 271 *Internal dispute resolution* (RG 271).

#### Who is required to submit IDR reports?

4 Australian financial services (AFS) licensees must report certain IDR data to ASIC: see s912A(1)(g)(ii) of the Corporations Act. ASIC has the power to

specify which data AFS licensees must report in an instrument made under s912A(2A) of the Corporations Act. Equivalent provisions for Australian credit licensees (credit licensees) are contained in s47(1)(ha) of the *National Consumer Credit Protection Act 2009* (National Credit Act), for superannuation trustees in 101(1)(c) of the *Superannuation Industry (Supervision) Act 1993*, and for unlicensed product issuers and secondary sellers in s1017G(1)(d) of the Corporations Act.

- 5 <u>ASIC Corporations (Internal Dispute Resolution Data Reporting) Instrument</u>
  2022/205, made under s912A(2A), sets out the IDR data requirements for relevant financial firms.
- Since the commencement of <u>RG 271</u> on 5 October 2021, financial firms have been required to record all complaints received and have an effective system for recording information about complaints: see RG 271.179.
- Table 1 outlines the types of firms that are required to submit IDR reports to ASIC in accordance with this IDR data reporting handbook.

Table 1: Financial firms required to submit IDR reports to ASIC

Firm type	Description
AFS licensees (if the financial services are provided to persons as retail clients)	An AFS licensee is a business carrying out financial services. This includes businesses that:  • provide financial product advice to clients;  • deal in a financial product;  • make a market for a financial product;  • operate a registered scheme;  • provide a custodial or depository service; or  • provide traditional trustee company services (traditional services).  Note: If an AFS licence is suspended when the submission window closes, the licensee must still submit an IDR report to ASIC for that reporting period.
Unlicensed product issuers and unlicensed secondary sellers	An unlicensed product issuer is an issuer of a financial product who is not an AFS licensee.  An unlicensed secondary seller is a person who offers the secondary sale of a financial product under s1012C(5)(b) or (8) of the Corporations Act and who is not an AFS licensee.
Superannuation trustees	A trustee of a regulated superannuation fund (other than a self-managed superannuation fund (SMSF)), a trustee of an approved deposit fund or a retirement savings account (RSA) provider.

Firm type	Description
Credit licensees	Credit providers and lessors, including those who are assigned the contractual rights of a credit provider or lessor (which can include debt collectors who purchase a debt from a credit provider or lessor). Credit service providers (such as brokers and other intermediaries), and others (such as debt collectors) who act on behalf of the credit provider or lessor.
	Note: If a credit licence is suspended when the submission window closes, the licensee must still submit an IDR report to ASIC for that reporting period.
8	The vast majority of in-scope financial firms will be AFS licensees and/or credit licensees. The obligation to submit IDR reports is held by the licensee. If a parent company has multiple subsidiaries that hold separate AFS licences and/or credit licences, each subsidiary licensee must submit a separate IDR report to ASIC (see also paragraph 29).

## Key timeframes for IDR data reporting

#### Reporting periods

- 9 Financial firms must lodge an IDR report with ASIC every six months. The reporting periods are:
  - 1 January to 30 June; and
  - 1 July to 31 December.
- The obligation to submit an IDR report to ASIC every six months is ongoing.

## Submission windows and lodgement due dates

A two-month submission window opens at the end of each reporting period. Firms must submit a compliant IDR report to ASIC before the submission window closes: see Table 2.

Table 2: Lodgement due dates

Reporting period	Submission window	Due date
1 January to 30 June	1 July to 31 August	31 August (All firms)
1 July to 31 December	1 January to last day of February	Last day of February (All firms)

The IDR data reporting obligation for firms crystallises when the submission window **closes**. If a financial firm is a type of firm included in Table 1 when

the submission window closes, then that financial firm must submit IDR reports to ASIC for the reporting period corresponding to that submission window. For example, if the reporting period is 1 July to 31 December 2024, the submission window will open on 1 January 2025 and close on 28 February 2025. If a financial firm will be a type of firm included in Table 1 as at 28 February 2025, then that financial firm must submit its IDR report to ASIC for the 1 July to 31 December 2024 reporting period, before the submission window closes.

We may reduce the length of the submission window (e.g. from two months to one month) in future reporting periods.

## **Process for reporting IDR data**

#### **Collating IDR data**

#### Complaints that must be included in an IDR data report

- The IDR data reported to ASIC must include specified data in relation to each complaint received by the financial firm that:
  - is required to be covered, or is covered, by the firm's IDR procedure; and
  - was either:
    - made in the current reporting period; or
    - made after the start of the initial reporting period for that financial firm, and was not closed for the whole of the current reporting period.

Note: Complaints received before the commencement of a financial firm's first reporting period do not need to be included. This means that complaints received before 1 July 2023 do not need to be reported to ASIC, even if they are still open at the start of the first or subsequent reporting periods.

- A complaint is defined as 'closed' once the financial firm has provided an IDR response (see RG 271.53–RG 271.54), resolution (see RG 271.71(a)), or an explanation or apology (RG 271.71(b)) to the complainant.
- A financial firm must also report a complaint if the firm has reopened it when it was previously closed (e.g. because the complainant returned with further information).
- When a firm reports a complaint to ASIC multiple times over different reporting periods (i.e. because it was not closed, or has been reopened), the same unique identifier (data element 1—see Table 4) must be used every time that complaint is reported.

#### Financial firms with no complaints

Financial firms with no complaints in the relevant reporting period are still required to submit an IDR report to ASIC. These firms are not required to submit an IDR *data file*; they must instead submit a 'nil submission' through the <u>ASIC Regulatory Portal</u>: see paragraphs 80–82.

#### Complaints involving more than one financial firm

- In some situations, a complaint may be initially received by one financial firm but another financial firm will be responsible for resolving it. This may occur where the distributor and issuer of a product or service are different financial firms and only one firm is responsible for dealing with the complaint.
- If a firm refers the complaint to another firm to resolve, the referring firm must report the complaint as closed with the complaint outcome code 7 'Referred to another financial firm': see Table 6 and Table 19. The firm dealing with and resolving the complaint must also report the complaint to ASIC, including the 'final' complaint outcome (if closed) and other required information.

#### Example

A bank receives a complaint about a consumer credit insurance (CCI) policy attached to the bank's branded credit card.

The bank refers the complaint to the insurer (the issuer) for resolution, as they are responsible for dealing with the complaint. The insurer offers the complainant a contract/policy variation to resolve the complaint.

The bank reports the complaint to ASIC as closed, with the complaint outcome code 7 'Referred to another financial firm'. The insurer also reports the complaint to ASIC as closed, with the complaint outcome code 3 'Policy/contract variation'.

Note: This reporting treatment differs for complaints about insurance in superannuation—see paragraph 21.

#### Complaints about insurance in superannuation

For complaints involving insurance provided within a superannuation fund, it is the superannuation trustee's responsibility to report the complaints to ASIC. This will be the case even where the trustee uses an outsourced IDR model where the insurer responds 'on behalf' of the trustee. In practice, this will require trustees and insurers to share data with one another before the data is reported to ASIC.

#### Complaints escalated to AFCA

Some complaints that are closed at IDR will be escalated by a complainant to AFCA for external dispute resolution (EDR). EDR escalation, timeframes and outcomes should not be included in an IDR report. This information will instead be reflected in AFCA data. See also paragraph 24.

#### Example

A complaint is closed at IDR on 1 October 2024, with the financial firm offering the outcome 'Service-based remedy' to the complainant. The complainant is not satisfied with this outcome and escalates their complaint to AFCA. The complainant ultimately obtains a different outcome at EDR on 1 December 2024.

For IDR data reporting, this financial firm should report the outcome that was offered **at IDR** (complaint outcome code 1 'Service-based remedy') and the date closed **at IDR** ('01/10/2024'). Any revised outcomes, timeframes or other details about the complaint at EDR are out of scope for IDR data reporting.

#### Complaints referred from AFCA

- Complaints referred to a financial firm from AFCA because they have not yet been to IDR must be included in IDR data reporting. Firms must use code 7 (Referral from AFCA) at data element 8 (Complaint channel) to record that they first received the complaint through referral from AFCA (see Table 6).
- Complaints **referred back** to a financial firm from AFCA under AFCA's 21-day post-IDR 'refer back' arrangement (i.e. where the complaint had already been closed at IDR) are in the first stage of EDR. As per paragraph 22, EDR escalation, timeframes and outcomes should not be included in an IDR report.

#### Formatting IDR data

- Financial firms must provide ASIC with unit record IDR data—that is, one row of data for each IDR complaint for each reporting period. For each unit record we require a series of data elements. The details of these data elements are provided in Section B.
- Financial firms must also refer to the IDR data glossary (see Section C) for instructions on how to classify:
  - the product or service that the complaint is about;
  - the issue raised by the complaint; and
  - the complaint outcome.
- The product or service categories listed in the IDR data dictionary include some products that firms are not legislatively required to report to ASIC (e.g. some business credit products). We have included these categories for

use by those firms who currently do deal with these complaints under their IDR procedures. This is consistent with our guidance (see RG 271.44), which encourages credit licensees to deal with complaints from small businesses under the IDR procedures, and our general view that firms should take an expansive approach to what complaints their IDR procedures cover.

## Submitting IDR data to ASIC

- Financial firms must lodge their IDR data file through the <u>ASIC Regulatory</u>

  Portal. Submissions of IDR files cannot be made by email.
- If a financial firm holds both an AFS licence and a credit licence (with the same licence number), they must submit a consolidated report for both licences to ASIC each reporting period. This is the only case where a financial firm would submit a consolidated report. Corporate groups cannot submit a consolidated report; they must submit a separate IDR report for each of their subsidiary licensee financial firms (i.e. one IDR report for each subsidiary licensee, with each report submitted in a separate Regulatory Portal transaction).
- The file must be reported in comma separated values (CSV) format.

Note: See Appendix 1 for instructions on how to save IDR data as a CSV file and how to submit IDR data through the <u>ASIC Regulatory Portal</u>.

- The submitted IDR data will need to pass **two stages of validation** before it is accepted by the system:
  - basic validation of formatting features, including the file type and machine-readable headers; and
  - deep validation (an overnight process) that verifies whether each individual row of data meets the rules prescribed in the IDR data dictionary (see Section B).

Note: See Appendix 1 for further details about data validation.

- To pass ASIC's data validation checks, firms must:
  - ensure that the data entered meets the format or codes required for each data element, as detailed in the IDR data dictionary (see Section B);
  - use the specific machine-readable headers outlined in Appendix 2; and
  - review the submission checklist in Appendix 3 and resolve any issues.
- An IDR data file is only successfully submitted when the file has passed both basic and deep validation. If an IDR data file fails either basic or deep validation, the financial firm must fix the relevant errors and resubmit their data file before the submission window closes. There is no limit to the number of times a firm can resubmit during a submission window. ASIC

will take a financial firm's latest successful data file as its final data file submission.

- A financial firm must also resubmit their data file (that successfully passed basic and deep validation) if the firm discovers that the data file contained incorrect data or was incomplete (e.g. some data points were incorrect, or entire complaints were missing). In this scenario, there is also no limit on the number of resubmissions during the submission window, and ASIC will also take the latest successful data file as the firm's final data file.
- Many financial firms fail basic and/or deep validation on their first attempt at IDR data file submission. To allow time to resolve errors and resubmit, firms should attempt to submit their IDR data file as early as possible in the submission window.
- Firms may also find it helpful to use or refer to the following spreadsheets:
  - The 'IDR data reporting Excel template' spreadsheet, which is prefilled with the correct machine-readable headers and can be downloaded and used by financial firms to record complaints. It is designed for very small financial firms that do not have their own customer relationship management system or software for recording complaints. It will also be useful for other financial firms who want to ensure that their IDR data is in the correct format to pass ASIC's data validation processes.
  - The 'IDR data validation rules examples' spreadsheet, which presents examples of line-item complaints data that have either passed or failed ASIC's data validation processes. Using practical examples, it demonstrates the duplicate and conditional business rules that are set out in Appendix 3.

Note: Download these spreadsheets from the <u>'Internal dispute resolution data reporting'</u> page on the ASIC website.

#### **Contacts at ASIC**

- If firms need assistance in lodging their IDR report, in the first instance they should read the <u>IDR frequently asked questions (FAQs)</u> on the ASIC website.
- If firms still need assistance after viewing the FAQs, they can contact ASIC's Customer Contact Centre (CCC) on:
  - 1300 300 630 from within Australia; or
  - + 61 3 5177 5407 from outside Australia.
- The CCC business hours are Monday to Friday, 8.30 am to 5.00 pm (local time) in each state and territory. The CCC closes for business on national public holidays and has limited services available on public holidays for each state and territory.

## How to use the IDR data dictionary and data glossary

## Summary of data elements in data dictionary

- Table 3 provides a summary of the data elements in the IDR data dictionary: see Section B. See page references for full details.
- The data elements are described as being mandatory, conditional or optional fields:
  - 'Mandatory' means that the data element must be completed for all complaints (noting that 'not applicable' or 'unknown' options may be available).
  - 'Conditional' means that the data element must be completed if a certain answer has been provided at another data element (e.g. the requirement to complete data element 10 'Date closed' depends on a closed status being recorded at data element 7 'Complaint status'. Conversely, if the complaint was recorded as being open at data element 7 'Complaint status', then data element 10 'Date closed' must be left blank).
  - 'Optional' means that the financial firm can choose whether to complete the data element or leave it blank.
- We expect financial firms to complete their IDR report as completely and accurately as possible. In circumstances where a complaint may not precisely align with the IDR data dictionary or glossary, we expect firms to consider the details and context of each complaint and choose the most applicable code.

Table 3: Summary of data elements in the IDR data dictionary

Data element number	Object class	Data element name	Field type	Page
1	Complaint identifying information	Financial firm's complaint unique identifier	Mandatory field	Page 16
2	Complaint identifying information	Name of brand or superannuation fund that the complaint is about	Mandatory field	Page 17
3	Complainant demographics	Complainant type	Mandatory field	Page 18
4	Complainant demographics	Complainant gender	Conditional field	Page 19
5	Complainant demographics	Complainant age	Conditional field	Page 19
6	Complainant demographics	Complainant postcode	Mandatory field	Page 20
7	Complaint information	Complaint status	Mandatory field	Page 21

Data element number	Object class	Data element name	Field type	Page
8	Complaint information	Complaint channel	Mandatory field	Page 22
9	Complaint information	Date received	Mandatory field	Page 22
10	Complaint information	Date closed	Conditional field	Page 23
11	Complaint information	Number of days taken to resolve the complaint	Optional field	Page 23
12	Complaint information	Is the complaint about the authorised representative of an AFS licensee or an authorised credit representative?	Mandatory field	Page 24
13a–13c	Complaint information	Product or service	Mandatory field	Page 25
14a–14c	Complaint information	Complaint issue	Mandatory field	Page 25
15a–15c	Complaint information	Complaint outcome	Conditional field	Page 26
16	Complaint information	Monetary remedy	Conditional field	Page 28

## Reporting demographic information

- Financial firms are not required to collect the information in data elements 4–6 (i.e. 'Complainant gender', 'Complainant age' and 'Complainant postcode') as part of their IDR procedure. However, we are aware that financial firms will often capture this information separately in customer databases. Where this information is captured, financial firms should link it to their complaints dataset for (de-identified) IDR data reporting.
- If the complainant demographic information is unknown or not available, firms must indicate this according to the instructions in the IDR data dictionary: see Section B.

# Reporting multiple products or services, issues, and outcomes

- For each complaint, financial firms must record at least one product or service (at data element 13a) and one issue (at data element 14a). For complaints that have been closed, firms must also record at least one outcome (at data element 15a).
- If the complaint involves multiple products or services, issues, or outcomes, then firms must record this information. For each complaint, firms can record:
  - up to three products or services (using data element 13a and the additional data elements 13b and 13c);

- up to three issues (using data element 14a and the additional data elements 14b and 14c); and
- up to three outcomes (using data element 15a and the additional data elements 15b and 15c).
- We recognise that many complaints do not involve multiple products and services, issues, and/or outcomes. In this situation, firms must indicate that the additional data elements (13b, 13c, 14b, 14c, 15b and 15c) are not applicable, as set out in the IDR data dictionary: see Section B.
- If the complaint involves more than three products or services, more than three issues, or more than three outcomes, then firms must record the three main or most significant ones.
- There is **no implied order or hierarchy within the data elements** used to record products or services, issues, and outcomes.

#### Example

A complainant raises two issues with their bank: an extra fee they do not believe they owe, and a miscalculation of their interest. The complaints officer records the fee complaint in data element 14a and the interest complaint in data element 14b, but it would have been equally acceptable to record them the other way around.

Similarly, there is **no implied link across the data elements** used to record products or services, issues, and outcomes. Rather, all products and services, issues, and outcomes recorded are taken to relate to the complaint as a whole.

#### Example

A consumer contacts their insurer to complain about the home building insurance policy they have recently purchased. The consumer is dissatisfied because they have just realised that their policy does not include cover for accidental damage caused by pet animals. The complaints officer offers the customer a premium refund and to release them from their insurance contract, which the customer accepts.

The complaints officer records:

- the product or service of the complaint as 'home building insurance' in data element 13a;
- the issue of the complaint as 'insurance coverage terms' in data element 14a; and
- the outcomes as 'monetary remedy' in data element 15a and 'contract/policy variation' in data element 15b.

It is acceptable that there is an outcome recorded at data element 15b, but no product or service recorded at 13b and no issue recorded at 14b. There is no implied link across information that is recorded in the second position (or indeed any position). Both of

the recorded outcomes in this example are taken to relate to the complaint as a whole.

If the complaint outcome includes a monetary remedy, then firms must record the dollar value of the monetary remedy at data element 16. If the monetary remedy involves multiple components, firms must record the consolidated amount.

## Using the IDR data glossary

- The IDR data glossary (see Section C) defines the terminology used in the IDR data dictionary to record:
  - the product or service that the complaint is about (i.e. data elements 13a, 13b and 13c);
  - the issue raised by the complaint (i.e. data elements 14a, 14b and 14c); and
  - the complaint outcome (i.e. data elements 15a, 15b and 15c).
- Firms must refer to the IDR data glossary to ensure they are accurately and consistently recording the products and services, issues, and outcomes of complaints.

Note: The definitions in the IDR data glossary have been designed to assist firms by using clear and user-friendly language. Where appropriate, these definitions align with those used by AFCA: see paragraph 55. They are not strict legal definitions as per the relevant legislation.

Definitions for other terms in the IDR data dictionary are not included in the data glossary. That is because these terms have been defined in the 'Completion requirements' column within the data dictionary itself.

#### Data glossary alignment with AFCA terminology and definitions

- The Australian Financial Complaints Authority (AFCA) is the external dispute resolution (EDR) scheme for financial services in Australia. We have closely aligned the terminology and definitions used for IDR data reporting to record the product or service and the issue of the complaint with those used for recording complaints lodged with AFCA. There are some variations to reflect underlying differences between the types of complaints that tend to be resolved through IDR and those that tend to progress to AFCA.
- The types of outcomes obtained through IDR are less likely to align with outcomes obtained through AFCA (e.g. service-based remedies would be unlikely to occur through AFCA). As a result, the terminology and definitions used to record outcomes for IDR data reporting are less closely aligned with those used by AFCA.

# B IDR data dictionary

#### **Key points**

This section sets out:

- the IDR data dictionary (Table 4-Table 6); and
- the codes reference tables for the data dictionary (Table 7–Table 19).

For further details on reporting multiple products or services, issues, and outcomes, see Section A.

For definitions of the terminology used to record products or services, issues, and outcomes, see the IDR data glossary in Section C.

# **IDR** data dictionary

## **Complaint identifying information**

Table 4: Object class—Complaint identifying information

Data element number	Data element name	Description	Permissible values	Completion requirements	Codes
1	Financial firm's complaint unique identifier	Financial firm's unique identifier for	Alpha- numeric	Financial firms must complete this data element.	Not applicable
		each complaint		The identifier must be unique to each complaint reported and never be re-used by the firm.	

Data element number	Data element name	Description	Permissible values	Completion requirements	Codes
2	Name of brand or super- annuation fund that the complaint is about	Name of brand or super- annuation fund that the complaint is about	Alpha- numeric	Financial firms that have multiple brands operating under a single licence must enter the name of the brand that the complaint is about, if available. 'Brand' should be interpreted broadly to include consumer-facing brands for both products and services and includes, for example, white label partners and investment schemes.	Not applicable
				Financial firms that have multiple superannuation funds operating under a single licence must enter the name of the superannuation fund that the complaint is about.	
				Firms that do not have multiple brands or superannuation funds operating under a single licence must enter 'Not applicable'.	

# **Complainant demographics**

Table 5: Object class—Complainant demographics

Data element number	Data element name	Description	Permissible values	Completion requirements	Codes
3	Complainant type	Who made the complaint	Numeric only (see Codes)	Financial firms must complete this data element.  If the complaint was lodged by a third-party representative (e.g. agent, attorney, friend or relative), answer in relation to the actual complainant, not the third-party representative.  Use 1 (Individual or couple) if the complaint was lodged by an individual or couple.  Use 2 (Small business) if the complaint was lodged by a small business, defined as an organisation with fewer than 100 employees. This includes sole traders.  Use 3 (Other) for trusts, SMSF trustees, executors, large businesses, and any other complainants that are neither an 'individual or couple' nor a 'small business'.  Use 9 (Unknown) if the complainant type is unknown.	1 = Individual or couple 2 = Small business 3 = Other 9 = Unknown

Data element number	Data element name	Description	Permissible values	Completion requirements	Codes
4	Complainant gender	Gender of the person raising the complaint	Numeric only (see Codes)	Financial firms must complete this data element if data element 3 'Complainant type' equals 1 (Individual or couple). Otherwise, leave blank.  Use 3 (Non-binary) if the complainant does not exclusively identify as either male or female (i.e. a person of a non-binary gender). They may use a variety of other terms to self-identify.	1 = Male 2 = Female 3 = Non-binary 9 = Unknown or not applicable
				Use 9 (Unknown or not applicable) if gender information is not available or if the complaint was lodged by both members of a couple.	
5	Complainant	The complainant's age at their last birthday	Numeric only (see Codes)	Financial firms must complete this data element if data element 3 'Complainant type' equals 1 (Individual or couple). Otherwise, leave blank.	1 = Less than 18 years
					2 = 18–24 years
					3 = 25–34 years
				Use 9 (Unknown or not applicable) if age information is not available or if the complaint was lodged by	4 = 35–44 years
					5 = 45–54 years
				both members of a couple.	6 = 55–64 years
					7 = 65–74 years
					9 = Unknown or not applicable

Data element number	Data element name	Description	Permissible values	Completion requirements	Codes
6	Complainant postcode	The complainant's postcode	Alpha- numeric	Financial firms must complete this data element.	Not applicable
				The term 'postcode' generally refers to the complainant's postal address. However, if data element 3 'Complainant type' equals 2 (Small business), postcode refers to the complainant's principal place of business.	
				If the complainant's postal address or principal place of business is located overseas, enter 'Overseas'.	
				If postcode is unknown or not applicable, enter 'Not applicable'.	

Note: Financial firms are not required to collect the information in data elements 4–6 (i.e. 'Complainant gender', 'Complainant age' and 'Complainant postcode') as part of the complaints handling process. However, we are aware that financial firms will often capture this information separately in customer databases. Where this information is captured, financial firms should link it to their complaints dataset for (de-identified) IDR data reporting. If the complainant demographic information is unknown or not available, use 9 (Unknown or not applicable) for data elements 4 and 5, and enter 'Not applicable' for data element 6.

# **Complaint information**

Table 6: Object class—Complaint information

Data element number	Data element name	Description	Permissible values	Completion requirements	Codes
7	Complaint status	The status of the complaint at the end of	Numeric only (see Codes)	Financial firms must complete this data element.	1 = Open 2 = Closed
		the reporting period		Use 1 (Open) if the complaint is open and its resolution is in progress.	
				Use 2 (Closed) if the firm has provided a final IDR response to the complainant, or if (within 5 business days of receiving the complaint) the complaint has been resolved to the complainant's satisfaction or the firm has given an explanation and/or apology when it can take no further action to reasonably address the complaint.	

Data element number	Data element name	Description	Permissible values	Completion requirements	Codes
8	Complaint channel	Through which channel was the complaint first received?	Numeric only (see Codes)	Financial firms must complete this data element.  If the complainant used multiple channels to lodge their complaint, indicate the channel that was used first.  Use 4 (Web chat) if the complaint was raised using an interactive online chat function (with a real person or chatbot).  Use 5 (Online form) if the complaint was raised through an electronic form on a website or app.  Use 7 (Referral from AFCA) if the complainant first lodged their complaint directly with AFCA rather than the financial firm, and AFCA referred it back to the financial firm to start the IDR process. Use this code rather than recording the specific channel (e.g. email) used by AFCA.	1 = Face to face 2 = Phone 3 = Email 4 = Web chat 5 = Online form 6 = Social media 7 = Referral from AFCA 8 = Other 9 = Unknown
9	Date received	The date the firm first received the complaint	Date	Financial firms must complete this data element.  Date must be presented in the format DD/MM/YYYY.  This date must not be after the last day of the relevant reporting period.	Not applicable

Data element number	Data element name	Description	Permissible values	Completion requirements	Codes
10	Date closed	The date the complaint was closed	Date	Financial firms must complete this data element if data element 7 'Complaint status' equals 2 (Closed). Otherwise, leave blank.	Not applicable
				Date must be presented in the format DD/MM/YYYY.	
				This date must not be before the date received, and must not be after the last day of the relevant reporting period.	
11	,	Numeric (whole	Optional field (see note at end of table).	Not applicable	
	the complaint	complaint was open before it was resolved	number greater than or equal to 0) only	Financial firms may elect to submit a response if data element 7 'Complaint status' equals 2 (Closed). If 'Complaint status' is not 2 (Closed), firms must leave this cell blank.	
				To complete this field, count all calendar days that the complaint was open (including weekends and public holidays), but do not count the very first day the complaint was received. A complaint opened and closed on the same day should be recorded as taking 0 days to resolve.	
				If this field is left blank, ASIC will calculate the number of days taken to resolve the complaint as the difference between data elements 9 'Date received' and 10 'Date closed'.	

Data element number	Data element name	Description	Permissible values	Completion requirements	Codes
12	Is the complaint about the authorised representative of an AFS licensee or an authorised credit representative?	Confirm whether the complaint is about an authorised representative or a credit representative	Numeric only (see Codes)	Financial firms must complete this data element.  See the ASIC website for further details on who qualifies as authorised representatives of an AFS licensee and credit representatives.	1 = Yes 2 = No 9 = Unknown
13a	Product or service (a)	The product or service that the complaint	Numeric only (see Codes)	Financial firms must complete this data element.	See Table 7– Table 17
		is about		Record the product or service that the complaint is about. If the complaint is about multiple products or services, use data elements 13b and 13c to record up to two additional products or services. If the complaint is about more than three products or services in total, record the three main or most significant ones.	
				Product or service definitions are provided in the IDR data glossary: see Section C.	
13b	Product or service (b)	Additional product or service that	Numeric only (see Codes)	Financial firms must complete this data element.	See Table 7– Table 17
		the complaint is about		If applicable, use this data element to record an additional product or service that the complaint is about. If not applicable, enter '999'.	

Data element number	Data element name	Description	Permissible values	Completion requirements	Codes
13c	Product or service (c)	Additional product or service that	Numeric only (see Codes)	Financial firms must complete this data element.	See Table 7– Table 17
		the complaint is about		If applicable, use this data element to record an additional product or service that the complaint is about. If not applicable, enter '999'.	
14a	Complaint issue (a)	The issue raised by the complaint	Numeric only (see Codes)	Financial firms must complete this data element.	See Table 18
				Record the issue raised by the complaint. If the complaint raised multiple issues, use data elements 14b and 14c to record up to two additional issues. If the complaint raised more than three issues in total, record the three main or most significant ones.	
				Complaint issue definitions are provided in the IDR data glossary: see Section C.	
14b	Complaint issue (b)	Additional issue raised by the complaint	Numeric only (see Codes)	Financial firms must complete this data element.	See Table 18
				If applicable, use this data element to record an additional issue raised by the complaint. If not applicable, enter '999'.	
14c	Complaint issue (c)	Additional issue raised by the complaint	Numeric only (see Codes)	Financial firms must complete this data element.	See Table 18
				If applicable, use this data element to record an additional issue raised by the complaint. If not applicable, enter '999'.	

Data element number	Data element name	Description	Permissible values	Completion requirements	Codes
15a	Complaint outcome (a)	The outcome of the complaint	Numeric only (see Codes)	Financial firms must complete this data element if data element 7 'Complaint status' equals 2 (Closed). Otherwise, leave blank.	See Table 19
				Record the complaint outcome. If there were multiple outcomes, use data elements 15b and 15c to record up to two additional outcomes. If there were more than three outcomes in total, record the three main or most significant ones.	
				Complaint outcome definitions are provided in the IDR data glossary: see Section C.	
				If the outcome of the complaint was 6 (Withdrawn/ discontinued), 7 (Referred to another financial firm), or 8 (No remedy provided/apology or explanation only), then this should be recorded at data element 15a, with '999' recorded at both 15b and 15c.	

Data element number	Data element name	Description	Permissible values	Completion requirements	Codes
15b	Complaint outcome (b)	Additional outcome of the complaint	Numeric only (see Codes)	Financial firms must complete this data element if data element 7 'Complaint status' equals 2 (Closed). Otherwise, leave blank.	See Table 19
				If applicable, use this data element to record an additional outcome of the complaint. If there was no additional outcome, enter '999'.	
				If the outcome of the complaint was 6 (Withdrawn/ discontinued), 7 (Referred to another financial firm), or 8 (No remedy provided/apology or explanation only), then this should be recorded at data element 15a, with '999' recorded at both 15b and 15c.	
15c	Complaint outcome (c)	Additional outcome of the complaint	Numeric only (see Codes)	Financial firms must complete this data element if data element 7 'Complaint status' equals 2 (Closed). Otherwise, leave blank.	See Table 19
				If applicable, use this data element to record an additional outcome of the complaint. If there was no additional outcome, enter '999'.	
				If the outcome of the complaint was 6 (Withdrawn/ discontinued), 7 (Referred to another financial firm), or 8 (No remedy provided/apology or explanation only), then this should be recorded at data element 15a, with '999' recorded at both 15b and 15c.	

Data element number	Data element name	Description	Permissible values	Completion requirements	Codes
16	Monetary remedy	Dollar value of monetary remedy provided	Numeric (whole number greater than 0) or 'Unknown'	Financial firms must complete this data element if any of data elements 15a–15c 'Complaint outcome' equals 2 (Monetary remedy). Otherwise, leave blank.	Not applicable
				Provide amounts in Australian dollars. Round to the nearest whole dollar. Do not include dollar signs.	
				If the monetary remedy involved the financial firm changing its previous decision (e.g. increasing an insurance claim payout), input the additional amount provided to the complainant in resolution of their complaint.	
				If the size of the remedy is difficult to quantify, provide a best estimate using reasonable assumptions. If it cannot be quantified, input 'Unknown'.	

Note for data element 11: This is an optional field, in recognition of the fact that some financial firms may prefer to directly input the number of days that the complaint was open. This number may diverge from the simple difference between date received and date closed (e.g. if the complaint was closed by the financial firm and then later reopened—for instance, because the complainant came back with additional information after the complaint was closed). If complaints have moved back and forth between 'open' and 'closed' status, calculate this field using the following formula: Number of days taken to resolve the complaint = (Date originally closed – Date originally received) + (Date closed for the 2nd time – Date reopened for the 1st time) + (Date closed for the 3rd time – Date reopened for the 2nd time) + (repeat for further reopenings).

# **Codes reference tables**

# Product or service codes (Table 7-Table 17)

Table 7: Credit

Product or service category	Pro	duct or service number and type
Business finance	1	Business credit cards
	2	Business loans
	3	Commercial bills
	4	Hire purchases/leases
	5	Letters of credit
	6	Lines of credit/overdrafts
	7	Non-financial product debt
	8	Other business finance
Consumer credit	9.1	Buy now, pay later (Low cost credit contract)
	9.2	Buy now, pay later (not Low cost credit contract)
	10	Construction loans
	11	Credit cards
	12	Debt management/credit repair
	13	Equity releases
	14	Hire purchases/leases
	15	Home loans
	16	Interest free finances
	17	Investment property loans
	18	Lines of credit/overdrafts
	19	Non-financial product debt
	20	Personal loans
	21	Small amount credit contracts
	22	Other consumer credit
Guarantees	23	Bank guarantees
	24	Business guarantees
	25	Consumer guarantees
Margin loans	26	Margin loans

Table 8: Deposit taking

Product or service category	Product or service number and type
Current accounts	27 Business transaction accounts
	28 Foreign currency accounts
	29 Mortgage offset accounts
	30 Passbook accounts
	31 Personal transaction accounts
	32 Other current accounts
Safe custody	33 Safe custody
Savings accounts	34 Bank bills
	35 Cash management accounts
	36 First home buyer accounts
	37 Online accounts
	38 Term deposits
	39 Other savings accounts

Table 9: General insurance

Product or service category	Pro	duct or service number and type
Domestic insurance	40	Consumer credit insurance
	41	Home building
	42	Home contents
	43	Landlord insurance
	44	Motor vehicle—Comprehensive
	45	Motor vehicle—Third-party (fire and theft)
	46	Motor vehicle—Third-party
	47	Motor vehicle—Uninsured third-party
	48	Personal and domestic property—Mobile phone
	49	Personal and domestic property—Domestic pet/horse
	50	Personal and domestic property—Caravan/trailer
	51	Personal and domestic property—Pleasure craft
	52	Personal and domestic property—Valuables/other moveable property
	53	Residential strata title
	54	Sickness and accident insurance
	55	Ticket insurance
	56	Travel insurance
	57	Trust bond
	58	Other domestic insurance
Extended warranty	59	Brown goods
	60	Motor vehicles
	61	White goods
	62	Other extended warranty
Professional indemnity	63	Medical indemnity insurance
insurance	64	Other professional indemnity

Product or service category	Pro	duct or service number and type
Small business/farm insurance	65	Commercial property
	66	Commercial vehicle
	67	Computer and electronic breakdown
	68	Contractors all risk
	69	Fire or accident damage
	70	Glass
	71	Industrial special risk
	72	Land transit
	73	Livestock
	74	Loss of profits/business interruption
	75	Machinery breakdowns
	76	Money
	77	Public liability
	78	Thefts
	79	Other small business/farm insurance

**Table 10: Investments** 

Product or service category	Product or service number and type	
Derivatives/hedging	80 Contracts for difference	
	81 Digital assets	
	82 Foreign exchange	
	83 Forwards	
	84 Futures	
	85 Options	
	86 Swaps	
	87 Other derivatives/hedging	

Product or service category	Product	or service number and type
Managed investments	8 Aust	tralian equity funds
	9 Casl	h management trusts
	0 Cha	aritable/educational schemes
	1 Crov	wd-sourced equity funding
	2 Film	n schemes
	3 Hors	se schemes
	4 Inter	rnational equity funds
	5 Inve	estor directed portfolio services
	6 Man	naged discretionary accounts
	7 Man	naged strata title schemes
	8 Mixe	ed asset funds
	9 Mort	tgage schemes
	00 Prim	nary production schemes
	01 Prop	perty funds
	02 Time	eshare schemes
	03 Trus	stee common funds
	04 Othe	er managed investments
Real property	05 Real	al property
Securities	06 Bills	s of exchange
	07 Bond	ds
	08 Deb	pentures
	09 Excl	hange traded funds
	10 Pron	missory notes
	11 Shai	res
	12 War	rrants
	13 Othe	er securities

Table 11: Life insurance

Product or service category	Product or service number and type
Life insurance	114 Consumer credit insurance
	115 Income protection
	116 Annuities
	117 Endowments
	118 Funeral insurance/funeral plans
	119 Scholarship funds
	120 Term life
	121 Terminal illness
	122 Total and permanent disability
	123 Trauma
	124 Whole of life
	125 Other life insurance

Table 12: Payment systems

Product or service category	Product or service number and type
Direct transfer	126 ATM
	127 Bank drafts
	128 Cheques
	129 Counter transactions
	130 Direct debits
	131 EFTPOS
	132 Electronic banking
	133 Foreign currency transfers
	134 Merchant facilities
	135 Telegraphic transfers
	136 Other direct transfers
Non-cash	137 Loyalty programs
	138 Non-cash systems
	139 Stored value cards
	140 Travellers' cheques
	141 Digital asset payment
	142 Other non-cash products or services

Table 13: Superannuation

Product or service category	Product or service number and type
Annuity policy	143 Pension
	144 Death benefit
	145 Other features within an annuity policy
Approved deposit fund	146 Pension
	147 Death benefit
	148 Terminal illness
	149 Total and permanent disability
	150 Income protection
	151 Superannuation account
	152 Other features within an approved deposit fund
Life policy fund	153 Death benefit
	154 Terminal illness
	155 Total and permanent disability
	156 Income protection
	157 Superannuation account
	158 Other features within a life policy fund
Retirement savings account	159 Death benefit
	160 Terminal illness
	161 Total and permanent disability
	162 Income protection
	163 RSA account
	164 Other features within a retirement savings account
Small APRA fund	165 Pension
	166 Death benefit
	167 Terminal illness
	168 Total and permanent disability
	169 Income protection
	170 Superannuation account
	171 Other features within a small APRA fund

Product or service category	Product or service number and type
Superannuation fund	172 Pension
	173 Death benefit
	174 Terminal illness
	175 Total and permanent disability
	176 Income protection
	177 Superannuation account
	178 Other features within a superannuation fund

#### **Table 14: Traditional trustee services**

Product or service category	Product or service number and type
Estate management	179 Estate management
Estate planning	180 Enduring powers of attorney 181 Wills
Trusts	182 Beneficiary 183 Specific purpose
Other	184 Other traditional trustee services

#### Table 15: Financial advice or credit assistance

Product or service category	Product or service number and type	
Financial advice	185 General advice	
	186 Personal advice	
Credit assistance	187 Credit assistance	

## Table 16: Not product/service-related

Product or service category	Product or service number and type
Not product/service-related	188 Not product/service-related

## **Table 17: Discretionary risk products**

Product or service category	Product or service number and type
Mutual risk products (MRPs)	189 Mutual risk products

# Complaint issue codes (Table 18)

Table 18: Complaint issue

Complaint issue category	Coi	mplaint issue number and type
Advice	1	Quality of advice
	2	Failure to provide advice
	3	Other advice-related issues
Charges	4	Break costs
	5	Deductible or excess
	6	Commissions
	7	Fees/costs
	8	Interest
	9	Foreign exchange (forex) rate
	10	Premiums
	11	Tax
	12	No claim bonus
	13	Other charges-related issues
Consumer Data Right (CDR)	14	CDR data collection
	15	CDR data use or disclosure
	16	CDR data maintenance
	17	CDR security and destruction/de-identification
	18	CDR data correction
	19	CDR advice
	20	Other CDR-related issues
Credit reporting	21	Credit enquiry
	22	Credit score
	23	Default listing
	24	Repayment history information
	25	Other credit reporting issues
Disclosure	26	Break costs disclosure
	27	Fee disclosure
	28	Failure to provide disclosure documents
	29	Product/service information
	30	Other disclosure-related issues

Complaint issue category	Complaint issue number and type
Financial difficulty/debt	31 Financial firm failure to respond to request for assistance
collection	32 Decline of financial difficulty request
	33 Financial difficulty arrangement
	34 Default judgment obtained
	35 Default notice
	36 Request to suspend enforcement proceedings
	37 Disputed liability
	38 Initial debt collection contact
	39 Handling of debt collection
	40 Other issues relating to financial difficulty/debt collection
Financial firm decision—	41 Appropriate lending
Specific to credit and lending	42 Responsible lending (excluding modified obligations for Low cost credit contracts)
	42.1 Responsible lending (modified obligations for Low cost credit contracts)
	43 Mortgagee sale
	44 Credit limit
Financial firm decision—	45 Insurance coverage terms
Specific to insurance	46 Cancellation of policy
	47 Claim amount
	48 Denial of claim—Complainant non-disclosure
	49 Denial of claim—Driving under influence
	50 Denial of claim—Exclusion/condition
	51 Denial of claim—Fraudulent claim
	52 Denial of claim—No policy or contract
	53 Denial of claim—No proof of loss
	54 Denial of claim—Other
Financial firm decision—	55 Application for early super release
Specific to superannuation	56 Death benefit distribution
	57 Family law division of super benefit

Complaint issue category	Complaint issue number and type	
Financial firm decision—	8 Interpretation of product terms and conditions	
General	9 Unfair contract terms	
	0 Unconscionable conduct	
	1 Denial of application or variation request	
	2 Margin call notice and/or investment liquidation	
	3 Valuation	
	4 Commercial practice or policy	
	5 Other decision-related issues	
Instructions	6 Delay in following instructions	
	7 Failure to follow instructions/agreement	
	8 Other instructions-related issues	
Investment performance	9 Investment performance	
Privacy & confidentiality	0 Failure/refusal to provide access	
	1 Unauthorised information disclosed	
	2 Other issues relating to privacy and/or confidentiality	
Scams/fraud	3 Victim of scam	
	4 Fraud/forgery by financial firm	
	5 Fraud/forgery by a third party	
	6 Other scam/fraud-related issues	
Service	7 Account administration error	
	8 Delay in claim handling	
	9 Delay in complaint handling	
	0 General service delay	
	1 Failure to provide special needs assistance	
	2 Incorrect financial information provided	
	3 Loss of documents/personal property	
	4 Management of complainant details	
	5 Technical problems	
	6 Branch closure or opening hours	
	7 Loyalty or reward points	
	8 Other service-related issues	

Complaint issue category	Complaint issue number and type
Transactions	89 Chargebacks—Declined (consumer)
	90 Chargebacks—Delayed (consumer)
	91 Chargebacks—Merchant
	92 Dishonoured transactions
	93 Incorrect payment
	94 Mistaken internet payment
	95 Unauthorised transaction
	96 Other transaction-related issues

# Complaint outcome codes (Table 19)

Table 19: Complaint outcome

Complaint outcome category	Co	mplaint outcome number and type
Complaint outcome	1	Service-based remedy
	2	Monetary remedy
	3	Contract/policy variation
	4	Decision changed
	5	Other remedy
	6	Withdrawn/discontinued
	7	Referred to another financial firm
	8	No remedy provided/apology or explanation only

# C IDR data glossary

#### **Key points**

This section defines the IDR data dictionary terminology for the following areas:

- the product or service that the complaint is about (see paragraphs 57–58);
- the issue raised by the complaint (see paragraphs 59-60); and
- the complaint outcome (see paragraphs 61–63).

### **Product or service definitions**

### Quick guide to product and service data elements

- 57 The product or service that the complaint is about is recorded at:
  - data element 13a (mandatory field); and
  - additional data elements 13b and 13c (mandatory fields, with the option to indicate that they are not applicable if the complaint did not involve additional products or services).
- Data elements 13a–13c are outlined in the IDR data dictionary: see Section B. Definitions for the product and service codes are provided in the following tables.

### **Credit (Table 7 definitions)**

#### **Business finance**

Product or service number and type		Definition
1	Business credit cards	A form of short-term finance that offers a business regular advances up to a specified limit, with the total amount of credit available decreasing as advances are made. The business has flexibility about how much of the balance owing they repay (subject to a contractual minimum amount).
2	Business loans	A loan provided to a business (may be secured or unsecured, fixed or variable interest).
3	Commercial bills	A document expressing the commitment of a business to repay a short-term debt at a fixed date in the future.

Product or service number and type		Definition	
4	Hire purchases/leases	A hire purchase involves buying goods by instalment payments. The 'hirer' has the use of the goods while paying for them, but does not become the owner until all instalments have been paid.	
		A lease involves renting an item (e.g. plant, equipment or vehicle) under a contract, usually for a set amount of time. The business makes regular rental payments until the lease ends. At the end of the lease, the business does not own the item.	
5	Letters of credit	A permanent and absolute responsibility by a financial firm to repay the principal and interest of a loan in the event of a default by the borrower.	
6	Lines of credit/overdrafts	A pre-set borrowing limit that allows a business to withdraw more funds than they have in their account. The business can generally withdraw funds repeatedly and at any time, up to the credit limit. There is usually no fixed repayment schedule; however, the business is usually required to make payments to at least cover the interest and fees on the loan. Lines of credit can be secured or unsecured. An overdraft is a type of line of credit.	
7	Non-financial product debt	A debt that was not incurred as a result of a credit or financial product. Debts such as telephone, electricity, gas and water bills are non-financial product debts. Complaints about a non-financial product debt will commonly relate to debt collection or credit reporting.	
8	Other business finance	Business finance that does not fit into any of the previous categories.	

### **Consumer credit**

Product or service number and type		Definition
9.1	Buy now, pay later (Low cost credit contract)	Buy now, pay later (BNPL) arrangements allow consumers to buy and receive goods and services immediately from a merchant, and repay the BNPL provider in instalments over time. Typically, BNPL providers do not charge interest, but can charge merchant and consumer fees.
		Note: Only select this option if the BNPL contract meets the definition of a low cost credit contract in s13E of the National Credit Code, including that it satisfies requirements in the regulations that relate to fees and charges that are, or may be, payable under the contract (see reg 69G of the National Consumer Credit Protection Regulations 2010).
9.2	Buy now, pay later (not Low cost credit contract)	Buy now, pay later (BNPL) arrangements allow consumers to buy and receive goods and services immediately from a merchant, and repay the BNPL provider in instalments over time. Typically, BNPL providers do not charge interest, but can charge merchant and consumer fees.
		Note: Only select this option if the BNPL contract meets the definition in s13D of the National Credit Code but does not meet the definition of a low cost credit contract in s13E of the National Credit Code (such as, it does not satisfy the requirements in the regulations that relate to fees and charges that are, or may be, payable under the contract (see reg 69G of the National Consumer Credit Protection Regulations 2010)).

Product or service Definition number and type		Definition
10	Construction loans	Short-term (usually three years) real estate financing secured by a mortgage on the property being financed. This loan is meant to cover the cost of land development and building construction, and is paid out as needed, as each stage is completed, according to a prearranged schedule, or when some condition is met.
11	Credit cards	A form of short-term finance that offers consumers regular advances up to a specified limit, with the total amount of credit available decreasing as advances are made. Consumers have flexibility about how much of the balance owing they repay (subject to a contractual minimum amount).
12	Debt management/ credit repair	Services that assist consumers with a disputed listing on their credit report or negotiate a reduced payment for a debt owed.
13	Equity releases	A loan to senior homeowners that allows them to access a portion of the equity value in their home. This includes reverse mortgages, lifetime mortgages and home reversion schemes.
		No repayments are required while the borrower(s) remains in their property. Interest and fees accrue on the loan and the loan is repayable in full when the last surviving borrower permanently vacates the home or the home is sold.
14	Hire purchases/leases	A hire purchase involves buying goods by instalment payments. The 'hirer' has the use of the goods while paying for them but does not become the owner until all instalments have been paid.
		A consumer lease involves a consumer renting an item (e.g. TV, fridge or vehicle), usually for a set amount of time. The consumer makes regular rental payments until the lease ends. At the end of the lease, the consumer does not own the item.
15	Home loans	The funds a buyer has to borrow (usually from a bank or other financial institution) to purchase a property; generally secured by a registered mortgage to the bank over the property being purchased.
		Note: If the property is known to be an investment property, use the more specific credit code 17 (Investment property loans).
16	Interest free finances	Credit provided by a finance company partnered with a retail outlet. With interest free financing, the cost of a product or holiday is typically put on a credit card or store card, which the consumer pays off over time. The card has an interest free period that applies for specific goods or services provided by the retailer. After the interest free period ends, the consumer is charged interest on any amount not fully paid off.
17	Investment property loans	The funds a buyer has to borrow (usually from a bank or other financial institution) to purchase an investment property.
18	Lines of credit/overdrafts	A pre-set borrowing limit that allows a consumer to withdraw more funds than they have in their account. The consumer can generally withdraw funds repeatedly and at any time, up to the credit limit. There is usually no fixed repayment schedule; however, the consumer is usually required to make payments to at least cover the interest and fees on the loan. Lines of credit can be secured or unsecured. An overdraft is a type of line of credit.

Product or service number and type		Definition
19	Non-financial product debt	A debt that was not incurred as a result of a credit or financial product. Debts such as telephone, electricity, gas and water bills are non-financial product debts. Complaints about a non-financial product debt will commonly relate to debt collection or credit reporting.
20	Personal loans	A type of loan available from banks, finance companies and other financial institutions, generally for purposes such as buying a car, boat or furniture.
		Note: Medium amount credit contracts (allowing consumers to borrow between \$2,001 and \$5,000) should also be recorded using this code. If the loan was for \$2,000 or less, use credit code 21 (Small amount credit contracts).
21	Small amount credit contracts	An unsecured loan that allows a consumer to borrow up to \$2,000 for between 16 days and one year.
		Note: Use credit codes 9.1 and 9.2 for BNPL arrangements and credit code 20 (Personal loans) for loan amounts over \$2,000.
22	Other consumer credit	Consumer credit that does not fit into any of the previous categories. For example, the sale of goods by instalments (where consumers obtain title at commencement and the lender has security over the goods).

### Guarantees

Product or service number and type		Definition
23	Bank guarantees	A type of guarantee in which a bank or other lending organisation promises to repay the liabilities of a debtor in the event that the debtor is unable to.
24	Business guarantees	A guarantee offered by a business or an individual as security for the borrowings of a business.
25	Consumer guarantees	A guarantee offered by a business or an individual as security for the borrowings of an individual or individuals.

# Margin loans

Product or service number and type	Definition
26 Margin loans	A type of loan available from various financial institutions, allowing investors to borrow cash against the value of listed shares or units in managed funds.

# **Deposit taking (Table 8 definitions)**

#### **Current accounts**

Product or service number and type		Definition
27	Business transaction accounts	A deposit account used by businesses for everyday transactions.
28	Foreign currency accounts	A deposit account that holds funds in a foreign currency or currencies.
29	Mortgage offset accounts	A deposit account where the balance is 'offset' (either fully or partially) against a home loan, reducing the amount of interest payable.
30	Passbook accounts	An account with a passbook attached to it, containing a physical record of all transactions.
31	Personal transaction accounts	A deposit account used by consumers for everyday transactions.
32	Other current accounts	Current accounts that do not fit into any of the previous categories.

## Safe custody

Product or service number and type	Definition
33 Safe custody	A facility that securely stores valuable documents and other possessions inside the vault at a bank branch.

## Savings accounts

Product or service number and type		Definition
34	Bank bills	A short-term money market investment. The investor purchases a bank bill at a discount to its face value. The face value is the amount the investor will receive at the bill's maturity date. The amount of discount (the difference between the face value and purchase price) represents the return to be earned by holding the bank bill to maturity.
35	Cash management accounts	A deposit account that pays a reasonable amount of interest on funds deposited without requiring the funds to be deposited for a fixed term.  Note: If the complaint is about a cash management trust that is a managed investment scheme, use investments code 89 (Cash management trusts).

Product or service number and type		Definition
36	First home buyer accounts	Unlike an ordinary savings account or investment, with a first home buyer account the consumer could only use the funds to buy or build a home that they would live in and only after they had saved for at least four financial years. A first home buyer account was a way of saving to buy or build a consumer's first home in which their savings attracted a government contribution. First home buyer accounts were discontinued in 2014–15.
37	Online accounts	An account which must be linked to another deposit account for the purpose of making deposits or withdrawals and is generally conducted through the internet or telephone banking.
38	Term deposits	A deposit account where money is held for a fixed term and interest accrues at a fixed rate.
39	Other savings accounts	Savings accounts that do not fit into any of the previous categories.

# General insurance (Table 9 definitions)

### **Domestic insurance**

Product or service number and type		Definition
40	Consumer credit	Provides insurance cover for consumers if they are unable to:
	insurance	<ul> <li>meet their minimum loan repayments due to unemployment, sickness or injury; or</li> </ul>
		pay the outstanding loan balance on death.
		Consumer credit insurance (CCI) is optional and usually sold by lenders to consumers with a credit card, personal loan or home loan.
		Note: CCI can be life insurance, general insurance or a combination. Use general insurance code 40 (Consumer credit insurance) if the CCI was provided by a general insurer, and use life insurance code 114 (Consumer credit insurance) if the CCI was provided by a life insurer.
41	Home building	Provides insurance to cover the destruction of or damage to a home building.
42	Home contents	Provides insurance to cover the loss of or damage to the contents of a residential building.
43	Landlord insurance	Provides insurance to cover the destruction of, or damage to, a rental property (both commercial and residential).
44	Motor vehicle— Comprehensive	Provides insurance that covers damage that the policy holder's vehicle (e.g. car or motorcycle) has caused to other people's property, as well as damage to the policy holder's own vehicle, even when the accident was their fault. It also covers damage to the policy holder's vehicle as a result of fire, theft or other adverse events.

	duct or service nber and type	Definition	
45	Motor vehicle— Third-party (fire and theft)	Provides insurance that covers damage that the policy holder's vehicle (e.g. car or motorcycle) has caused to other people's property. It does not cover damage to the policy holder's own vehicle when an accident was their fault. However, it does provide limited cover for damage to the policy holder's vehicle as a result of fire or theft.	
46	Motor vehicle— Third-party	Provides insurance that covers damage that the policy holder's vehicle (e.g. car or motorcycle) has caused to other people's property. It does not cover damage to the policy holder's own vehicle when an accident was their fault. It also does not cover damages to the policy holder's vehicle as a result of fire or theft.	
47	Motor vehicle— Uninsured third- party	An extension to a third-party or third-party (fire and theft) motor vehicle insurance policy that allows a policy holder to claim for damage to their vehicle caused by another vehicle, up to a maximum amount. Conditions on claims typically include that the other party to the accident was both at fault and uninsured.	
		Note: This is also known as uninsured motorist extension (UME) cover.	
48	Personal and domestic property— Mobile phone	Insurance for loss or damage to a mobile phone or other personal electronics (e.g. laptop, tablet). The insurance was provided as a stand-alone product, not as part of a home contents policy.	
		Note: If the insurance was provided as part of a home contents policy, use general insurance code 42 (Home contents).	
49	Personal and domestic property— Domestic pet/horse	Insurance for loss or damage to a domestic pet or horse. The insurance was provided as a stand-alone product, not as part of a home contents policy.	
		Note: If the insurance was provided as part of a home contents policy, use general insurance code 42 (Home contents).	
50	Personal and domestic property— Caravan/trailer	Insurance for loss or damage to a caravan, mobile home or trailer.	
51	Personal and domestic property— Pleasure craft	Insurance for loss or damage to a pleasure craft (i.e. a boat used for recreation).	
52	Personal and domestic property— Valuables/other moveable property	Insurance for loss or damage to valuables or other moveable property that were not mentioned in any of the previous categories (i.e. general insurance codes 48–51 (personal and domestic property)). This includes, for example, art, jewellery, bicycles and cameras. The insurance was provided as a stand-alone product, not as part of a home contents policy.	
		Note: If the insurance was provided as part of a home contents policy, use general insurance code 42 (Home contents).	
53	Residential strata title	An insurance contract insuring the body corporate of large apartment block buildings that are wholly occupied for residential or small business purposes.	
54	Sickness and accident insurance	Insurance cover for:  • sickness, disease or injury contracted or sustained by the insured person; or  • death of the insured person because of the sickness, disease or injury.	

Product or service number and type		Definition
55	Ticket insurance	Insurance that provides cover where someone is unable to attend an event (e.g. entertainment, sports) because of unforeseen circumstances such as accident, illness or transport delays. The insurance is often arranged when booking through a ticketing company such as Ticketmaster or Ticketek.
56	Travel insurance	Insures a policy holder for things like personal injury, illness, loss or theft while they are travelling or any disruption to their travel plans.
57	Trust bond	A type of cover for residential tenants, where the beneficiary is the landlord or real estate agent and the tenant is the holder of the trust bond. The tenant pays a premium (normally upfront) for the duration of the rental contract, and the insurance company assumes liability for any damages or outstanding rent at the end of the rental contract. While trust bonds are not an insurance product under the Corporations Act, they have similar features to insurance.
58	Other domestic insurance	Domestic insurance that does not fit into any of the previous categories.

# **Extended warranty**

	duct or service nber and type	Definition
59	Brown goods	An extended warranty arrangement under which the customer pays a fee in return for the warranty provider to repair or replace parts or components for light electronic consumer durables (e.g. TVs, radios, CD/DVD players, computers).
60	Motor vehicles	An extended warranty arrangement under which the customer pays a fee in return for the warranty provider agreeing to repair or replace (or cover the cost of repairing or replacing) parts or components of a vehicle in the event of mechanical breakdown of those parts or components.
61	White goods	An extended warranty arrangement under which the customer pays a fee in return for the warranty provider to repair or replace parts or components for heavy consumer durables (e.g. air conditioners, refrigerators, stoves).
62	Other extended warranty	An extended warranty that does not fit into any of the previous categories.

# **Professional indemnity insurance**

Product or service number and type		Definition
63	Medical indemnity insurance	Insurance that protects a medical business and its employees when they are sued for an act, error or omission in relation to professional services.
64	Other professional indemnity	Insurance that protects a business and its employees when they are sued for an act, error or omission in relation to professional services.
		Note: If the complaint is about medical indemnity insurance, use the more specific general insurance code 63 (Medical indemnity insurance).

### Small business/farm insurance

Product or service Definition number and type		
65	Commercial property	Insurance that provides cover for commercial and/or farm buildings, which may include fences.
66	Commercial vehicle	Insurance that provides cover against theft and accidents for vehicles used for business purposes.
67	Computer and electronic breakdown	Insurance that provides cover against computer and other electronic equipment breakdown.
68	Contractors all risk	Insurance that provides cover for all risks normally associated with a construction project. The insurance is often issued under the joint names of a contractor and a principal (client). It also usually includes public liability insurance.
69	Fire or accident damage	Insurance that provides cover for damage incurred through fire or accidental damage.
70	Glass	Insurance that provides cover for glass breakage (e.g. shopfronts).
71	Industrial special risk	Insurance that provides cover for almost all risks and perils that a business (generally with high value assets and/or assets in multiple locations) may face during its operation.
72	Land transit	Insurance that provides indemnity to the owner of goods for the loss or damage sustained by the goods while in transit from a place of shipment to a destination.
73	Livestock	Insurance that provides cover for owners of horses, cattle, sheep, and other usefu animals kept or raised on a farm or property.
74	Loss of profits/business interruption	Insurance that is designed to cover a business should something happen that causes the business to be unable to operate.
75	Machinery breakdowns	Insurance that provides cover for the costs incurred in reinstatement, replacement and/or repair of mechanical and electrical equipment following accidental damage or mechanical breakdown.
76	Money	Insurance that provides indemnity following the theft or loss of money.
77	Public liability	Insurance that provides cover for claims by third parties (the public) for personal injury or property damage caused by or attributable to the negligence of the insured.
78	Thefts	Insurance that provides indemnity following an act of theft.
79	Other small business/farm insurance	Small business/farm insurance that does not fit into any of the previous categories

# **Investments (Table 10 definitions)**

## **Derivatives/hedging**

	duct or service mber and type	Definition
80	Contracts for difference	A contract between two people that mirrors the situation of trading a security, without actually buying or selling the security. The two parties make a contract that the seller will pay the buyer the difference in price after a certain period of time if the designated security's price increases, and the buyer will in return pay the seller the difference in price if the security's price decreases.
81	Digital assets	Derivatives of any type that aim to track or represent Digital assets. A digital representation of value or rights (including rights to property), the ownership of which is evidenced cryptographically and that is held and transferred electronically by:
		a type of distributed ledger technology; or
		<ul> <li>another distributed cryptographically verifiable data structure.</li> </ul>
		Note: Digital assets can function as an investment, a payment product and/or as a method of payment. Use investments code 81 (Digital assets) if the complaint is about a derivative with Digital assets as an underlying asset, and use payment systems code 141 (Digital asset payment) if the complaint is about Digital assets as a payments product (e.g. a stablecoin) or a method of payment.
82	Foreign exchange	Cash or other claims (e.g. bank deposits and bonds) on another country, held in the currency of that country.
83	Forwards	A future commitment whose terms are established now; a contract under which one side will buy and the other sell a specific asset at a set price on a given future date.
84	Futures	An agreement to buy or sell a standard quantity of a product, such as gold or US dollars, on a specific future date at an agreed price determined at the time the contract is traded on the futures exchange.
85	Options	The right to buy or sell shares or securities at a set price and within a set period.  The buyer/seller has the right but not the obligation to buy or sell.
86	Swaps	An arrangement in which two entities lend to each other on different terms.
87	Other derivatives/hedging	Derivatives or hedging that does not fit into any of the previous categories.

# **Managed investments**

	duct or service mber and type	Definition
88	Australian equity funds	A fund that invests primarily in Australian stocks, allowing investors to buy into the fund and thus buy a basket of stocks more easily than they could purchase the individual securities.

	oduct or service mber and type	Definition
89	Cash management trusts	A managed investment scheme that uses a management tool to ensure that sufficient cash is available to meet current and future liabilities, with any surplus being safely invested to generate the maximum income. Can also be known as a cash management fund.  Note: If the complaint is about a cash management account that is a savings account (not
		a managed investment scheme), use deposit taking code 35 (Cash management accounts).
90	Charitable/ educational schemes	Funds that are established and are operated for a charitable or educational purpose, such as scholarship funds.
91	Crowd-sourced equity funding	Involves a company raising funds by offering shares to a large number of individual investors in return for a relatively small cash investment. It is a method of raising funds used by start-up businesses and small to medium-sized companies. It usually occurs through an online intermediary.
92	Film schemes	A managed investment scheme for the development and/or production of a cinematograph film (e.g. feature film or television program). This includes a script or component of such a film.
93	Horse schemes	Investment schemes centred on the co-ownership of a horse for the purpose of financial advantage, such as racing and breeding syndicates.
94	International equity funds	An open or closed-end fund that invests primarily in overseas shares/securities and other assets, allowing investors to buy into the fund and thus buy a basket of stocks more easily than they could purchase the individual securities.
95	Investor directed portfolio services	A service for acquiring and holding investments that involve arrangements for the custody of assets and consolidated reporting. There will generally be a menu of investment opportunities associated with an investor directed portfolio service (IDPS). Arrangements typically marketed as master funds and wrap accounts are likely to be an IDPS. An important feature of an IDPS is that the investor makes all the investment decisions.
96	Managed discretionary accounts	Arrangements that generally involve a person (the managed discretionary account (MDA) operator) managing a portfolio of assets for a retail client on an individual basis.
		The MDA operator makes discretionary decisions on behalf of the client (does not need to get authority from the client for each transaction) but this is done in accordance with an agreed investment strategy.
97	Managed strata title schemes	An arrangement that provides an investor in a strata (apartment) unit with a right (by agreement or an understanding with the promoter) to a return that depends, in whole or in part, on the use of other investors' strata units (as opposed to common property). For example, the investor's return depends on an arrangement for pooling income or for fairly allocating tenants.
98	Mixed asset funds	Multiple managed investments or mixed funds—for example, an investment portfolio might involve various managed investments.
99	Mortgage schemes	A managed investment scheme that has most of its non-cash assets invested in mortgage loans.

Product or service number and type	Definition
100 Primary production schemes	Schemes where the investor is really a 'grower' of the primary product (e.g. tea trees, pine trees, paulownia trees, olives, viticulture, beans, coffee). The investor or grower usually enters into an agreement with the manager or responsible entity for the scheme to plant, establish and maintain the trees until they are harvested at maturity.
101 Property funds	A type of collective investment where investors collect their money together and a professional manager operates the scheme, which invests in residential or commercial properties.
102 Timeshare schemes	A scheme, in Australia or elsewhere, where participants are entitled to use, occupy or possess (for two or more periods) property to which the scheme relates, and which operates for three years or more. Timeshare schemes commonly involve providing accommodation to members.
103 Trustee common funds	Funds invested by trustees who are empowered to pool monies in common funds despite the fact that the monies were received from individual trusts.
104 Other managed investments	Managed investments that do not fit into any of the previous categories (e.g. litigation funding schemes).

# Real property

Product or service number and type	Definition
105 Real property	Land, including things that are fixed to land (such as buildings). The buildings may be used for residential purposes or commercial purposes. Investing in real property is a form of investment and may include an investment in things such as:
	<ul> <li>a residential home, either as a primary residence or as a rental property;</li> </ul>
	• an apartment, unit or other strata title interest used for residential purposes; or
	<ul> <li>a shop, office, factory, unit or other building used for commercial purposes.</li> </ul>

## **Securities**

Product or service number and type	Definition
106 Bills of exchange	An unconditional order in writing, addressed by one person to another, signed by the person giving it, requiring the person to whom it is addressed to pay on demand, or at a fixed or determinable future time, a certain sum in money to, or to the order of, a specified person or to the bearer.
107 Bonds	A statement of debt that is issued by governments, companies, other entities and individuals in return for cash from lenders and investors.
108 Debentures	A way for a business to raise money from investors. In return for the investor's money, the business (or 'issuer' of the debenture) promises to:  • pay the investor interest; and  • pay back the money the investor lends them (or the 'capital') on a future date.

Product or service number and type	Definition
109 Exchange traded funds	A managed fund that is traded on a securities exchange.
110 Promissory notes	A written promise, free of any conditions, to pay an agreed sum of money to someone at a fixed time in the future. Most commonly they are used to raise short-term finance.
111 Shares	A part-ownership of a company. For example, if a company has issued a million shares, and a person buys ten thousand shares in it, then the person owns one per cent of the company. This category includes complaints about a corporate collective investment vehicle (CCIV).
112 Warrants	A certificate giving the holder the right to purchase securities at a stipulated price within a specified time span, or in some cases, indefinitely. Warrants are sometimes attached to other securities as an added purchase inducement and may be traded separately after issue. They are similar to call options. Warrants have all the other features of shares (e.g. entitlement to dividends, tradeable on a securities exchange, the price goes up and down depending on the underlying share price).
113 Other securities	Securities that do not fit into any of the previous categories.

# Life insurance (Table 11 definitions)

#### Life insurance

'Life insurance' refers to life insurance that was obtained directly from an insurer or through an advice provider.

Note: Complaints about group life insurance obtained through the consumer's superannuation fund should be recorded using the most appropriate code from superannuation codes 143–178. Complaints to financial advice firms or specifically about advice-related issues should be recorded using the most appropriate code from the financial advice or credit assistance codes 185–186 (Financial advice).

Product or service number and type	Definition
114 Consumer credit insurance	Provides insurance cover for consumers if they are unable to:  • meet their minimum loan repayments due to unemployment, sickness or injury; or  • pay the outstanding loan balance on death.
	Consumer credit insurance (CCI) is optional and usually sold by lenders to consumers with a credit card, personal loan or home loan.
	Note: CCI can be life insurance, general insurance or a combination. Use general insurance code 40 (Consumer credit insurance) if the CCI was provided by a general insurer, and use life insurance code 114 (Consumer credit insurance) if the CCI was provided by a life insurer.

Product or service number and type	Definition
115 Income protection	Insurance that pays a monthly benefit if the insured person is unable to work due to injury or illness. Business expenses may be covered separately or form part of the policy for the self-employed.
116 Annuities	An income stream that is paid at pre-determined intervals, at a pre-determined rate, for either a specific period of time or for the life of the pensioner. Lifetime pensions or annuities provide income payments for the investor's lifetime and for the lifetime of reversionary beneficiaries (if any).
117 Endowments	An assurance policy that pays a sum and any applicable bonuses on the death of the insured person or at the end of a set period, whichever occurs first.
118 Funeral insurance/funeral plans	Insurance that pays a lump sum on the death of the insured person, usually to cover funeral expenses. The insured person pays a regular premium for a benefit amount that they choose. The money goes to a nominated beneficiary, who can then use the money as they wish.
	Note: Funeral expenses facilities, which are schemes or arrangements for the payment of money when a person dies for the purpose of paying funeral expenses, should also be recorded using this code.
119 Scholarship funds	A fund to provide money for scholarships, bursaries or prizes.
120 Term life	Insurance that pays a death benefit if the insured person dies during the term of the policy (before the policy expires).
	Note: See life insurance code 124 (Whole of life) for distinction.
121 Terminal illness	Insurance that pays a lump sum benefit when the insured person is diagnosed with a terminal illness. It may be provided as an option within a life insurance policy.
	Generally, the insured person can only claim with a prognosis of death within one or two years, depending on the policy. A further payment is not made when the person dies.
122 Total and permanent disability	Insurance that pays a lump sum benefit if a person becomes totally and permanently disabled.
123 Trauma	Insurance that pays a lump sum benefit if a person is diagnosed with a specified illness or injury. It covers major illnesses or injuries that will impact a person's life and lifestyle.
	Note: This is sometimes also known as 'critical illness insurance'.
124 Whole of life	Insurance that is guaranteed to stay in force for the duration of the insured person's life, provided premiums are paid.
	Note: See life insurance code 120 (Term life) for distinction.
125 Other life insurance	Life insurance (obtained directly or under advice) that does not fit into any of the previous categories.

# Payment systems (Table 12 definitions)

#### **Direct transfer**

'Direct transfer' refers to payments or transactions made from a banking account using Australian or foreign currency.

Product or service number and type	Definition
126 ATM	A transaction (deposit, withdrawal or balance inquiry) completed using an automatic teller machine (ATM).
127 Bank drafts	A cheque drawn by one bank against funds deposited into its account at another bank, authorising the second bank to make payment to the individual named in the draft (e.g. a foreign currency cheque drawn on an overseas bank).
128 Cheques	A signed written order, addressed by a person to a financial institution, requiring the financial institution to pay a sum of money on demand.
129 Counter transactions	Banking transactions conducted in person, at a branch.
130 Direct debits	A standing authority provided to a business (usually a third-party company, but can also be provided to the financial firm) allowing it to directly debit a nominated account. The direct debit can be linked to an account with a financial institution (e.g. personal transaction account or credit card).
131 EFTPOS	Electronic funds transfer at point of sale—A way of paying for goods or services using a card or device linked to a bank account, so that the funds are transferred directly from the buyer's account to the seller's account.
132 Electronic banking	Transactions carried out through internet banking and telephone banking.
133 Foreign currency transfers	Transfer of foreign currency between institutions, pertaining to international financial markets.
134 Merchant facilities	Facility offered by financial firms to businesses to accept payment in forms other than cash (e.g. EFTPOS, credit cards). Different card providers may require different merchant facilities (e.g. American Express, Diners Club, Visa and MasterCard).
135 Telegraphic transfers	An electronic method of payment used to transfer funds between financial institutions. Can be either local (e.g. between two Australian banks) or overseas.
136 Other direct transfers	Direct transfers that do not fit into any of the previous categories.

#### Non-cash

'Non-cash' refers to payments or transactions that were not made directly from a banking account or that involved the use of alternative forms of payment.

Product or service number and type	Definition
137 Loyalty programs	Programs operated by, or on behalf of, a person (the 'issuer') linked to the goods and services (e.g. credit card services, flight services or store goods) they offer or provide. The loyalty program is designed to encourage the issuer's customers to use or spend on the issuer's goods and services.
138 Non-cash systems	A facility through which a person makes non-cash payments (e.g. PayPal).
139 Stored value cards	A type of non-cash system. These facilities allow consumers to put money into a card that can be used to make purchases for goods and services (e.g. a gift card).
140 Travellers' cheques	A pre-printed, fixed-amount cheque designed to allow the person signing it to make an unconditional payment to someone else as a result of having paid the issuer for that privilege.
141 Digital asset payment	A digital representation of value or rights (including rights to property), the ownership of which is evidenced cryptographically and that is held and transferred electronically by:
	<ul> <li>a type of distributed ledger technology; or</li> </ul>
	<ul> <li>another distributed cryptographically verifiable data structure.</li> </ul>
	Note: Digital assets can function as an investment, a payment product and/or as a method of payment. Use investments code 81 (Digital assets) if the complaint is about a derivative with Digital assets as an underlying asset, and use payment systems code 141 (Digital asset payment) if the complaint is about Digital assets as a payment product (e.g. a stablecoin) or a method of payment.
142 Other non-cash products or services	Non-cash products or services that do not fit into any of the previous categories.

### Superannuation (Table 13 definitions)

'Superannuation' refers to the decisions or conduct of superannuation trustees, insurers and other decision makers in relation to regulated superannuation funds, approved deposit funds, superannuation annuities and retirement savings accounts.

Note 1: If the complaint is about insurance within superannuation (regardless of whether a claim has been made), it should be recorded under the specific insurance in question using superannuation codes 143–178 (e.g. superannuation code 156 (Life policy fund—Income protection) or superannuation code 175 (Superannuation fund—Total and permanent disability)).

Note 2: If the complaint relates to financial advice on superannuation (including intra-fund advice), it should not be recorded using superannuation codes 143–178. It should instead be recorded using the most appropriate code from the financial advice or credit assistance codes 185–186 (Financial advice).

## **Annuity policy**

'Annuity policy' refers to an income stream provided by a life insurance company that is declared to be a superannuation policy under the *Life Insurance Act 1995*. It pays out a guaranteed stream of payments to an individual for a set period of time. It is used as an income stream for retirees.

Product or service number and type	Definition
143 Pension	Regular income from superannuation during retirement. In the context of an annuity policy, it takes the form of a lifetime or fixed-term pension (which provides a fixed income, usually for the rest of the pensioner's life or for a set period of time).
144 Death benefit	A benefit payable to the deceased annuitant's estate or to a nominated beneficiary, depending on the terms of annuity.
145 Other features within an annuity policy	Features within an annuity policy that do not fit into any of the previous categories.

#### Approved deposit fund

'Approved deposit fund' refers to a fund with particular taxation advantages, designed to receive superannuation benefits that are rolled over from another superannuation fund (e.g. accumulated superannuation benefits paid to someone leaving a job).

Product or service number and type	Definition
146 Pension	Regular income from superannuation during retirement. In the context of an approved deposit fund, it takes the form of an account-based pension (which provides a series of regular payments, drawing down on the superannuation balance over time). In some circumstances, it may begin during the transition to retirement.
147 Death benefit	A benefit paid on the death of a member of an approved deposit fund. The trustee of the fund must pay the death benefit in accordance with the fund's rules. This might be to the nominated beneficiary (binding) or according to the trustee's discretion. The death benefit may include an insured component.
148 Terminal illness	A benefit paid to a member of an approved deposit fund who suffers a 'terminal medical condition' under the <i>Superannuation Industry (Supervision) Regulations</i> 1994. The terminal illness benefit may include an insured component where the fund member is 'terminally ill' as defined by the policy.
149 Total and permanent disability	A benefit paid to a member of an approved deposit fund who becomes totally and permanently disabled (within the meaning of the fund's rules). The benefit may include an insured component where the fund member is totally and permanently disabled as defined by the policy. In order for the trustee to pay the benefit from the fund, the member must be unable to work in any occupation and satisfy the condition of release for 'permanent incapacity'.

Product or service number and type	Definition
150 Income protection	Insurance that replaces the income lost when the insured's person is unable to work due to injury or illness. The majority of superannuation funds offer some level of income protection cover as an optional extra. Cover will be in the form of a percentage of current income. In order for the trustee to pay the benefit from the fund, the member must also satisfy the condition of release for 'temporary incapacity'.
	Note: This is sometimes also known as 'salary continuance insurance'.
151 Superannuation account	An account held by a member of an approved deposit fund. A member's superannuation account can only be paid in cash to the member if the member has satisfied a condition of release. Subject to the rules of the fund, the member can usually request to rollover their account to another approved deposit fund or to a superannuation fund at any time.
152 Other features within an approved deposit fund	Features within an approved deposit fund that do not fit into any of the previous categories.

## Life policy fund

'Life policy fund' refers to a type of regulated superannuation fund, usually established through a life insurance company. Fund membership is opened for the purpose of having insurance premiums deducted to pay for insurance cover provided through the fund's group life policy. Generally the fund member does not have their superannuation money invested in this account, and it is only used for payment of premium deductions, often by direct debit.

Product or service number and type	Definition
153 Death benefit	A benefit paid on the death of a member of a superannuation fund. The trustee of the fund must pay a death benefit in accordance with the fund's rules. This might be to the nominated beneficiary (binding) or according to the trustee's discretion. The death benefit may include an insured component.
154 Terminal illness	A benefit paid to a member of a superannuation fund who suffers a 'terminal medical condition' under the <i>Superannuation Industry (Supervision) Regulations</i> 1994. The terminal illness benefit may include an insured component where the fund member is 'terminally ill' as defined by the policy.
155 Total and permanent disability	A benefit paid to a member of a superannuation fund who becomes totally and permanently disabled (within the meaning of the fund's rules). The benefit may include an insured component where the fund member is totally and permanently disabled as defined by the policy. In order for the trustee to pay the benefit from the fund, the member must be unable to work in any occupation and satisfy the condition of release for 'permanent incapacity'.

Product or service number and type	Definition
156 Income protection	Insurance that replaces the income lost when the insured person is unable to work due to injury or illness. The majority of superannuation funds offer some level of income protection cover as an optional extra. Cover will be in the form of a percentage of current income. In order for the trustee to pay the benefit from the fund, the member must also satisfy the condition of release for 'temporary incapacity'.
	Note: This is sometimes known as 'salary continuance insurance'.
157 Superannuation account	An account held by a member of a superannuation fund. A member's superannuation account can only be paid in cash to the member if the member has satisfied a condition of release. Subject to the rules of the fund, the member can usually request to rollover their account to another superannuation fund at any time.
158 Other features within a life policy fund	Features within a life policy fund that do not fit into any of the previous categories.

# Retirement savings account

'Retirement savings account' refers to a special capital guaranteed superannuation account with banks or credit unions that is used to save funds for retirement.

Product or service number and type	Definition
159 Death benefit	A benefit paid on the death of the holder of a retirement savings account. The death benefit will be paid in accordance with the terms and conditions of the account. This might be to the nominated beneficiary or the holder's estate. The death benefit may include an insured component.
160 Terminal illness	A benefit paid to a holder of a retirement savings account who suffers a 'terminal medical condition' under the <i>Retirement Savings Account Regulations 1997</i> . The terminal illness benefit may include an insured component where the holder is 'terminally ill' as defined by the policy.
161 Total and permanent disability	A benefit paid to a holder of a retirement savings account who becomes totally and permanently disabled (within the meaning of the terms and conditions). The benefit may include an insured component where the holder is totally and permanently disabled, as defined by the policy. In order to pay the benefit, the holder must be unable to work in any occupation and satisfy the condition of release for 'permanent incapacity'.
162 Income protection	Insurance that replaces the income lost when the insured person is unable to work due to injury or illness, obtained through a retirement savings account. Cover will be in the form of a percentage of current income. In order for the benefit to be paid, the holder must also satisfy the condition of release for 'temporary incapacity'.  Note: This is also known as 'salary continuance insurance'.

Product or service number and type	Definition
163 RSA account	A retirement savings account. The account can only be paid in cash to the holder if they have satisfied a condition of release. Subject to the terms and conditions, the holder can usually request to rollover their account to another retirement savings account or a superannuation fund at any time.
164 Other features within a retirement savings account	Features within a retirement savings account that do not fit into any of the previous categories.

### **Small APRA fund**

'Small APRA fund' refers to a small superannuation fund for members who do not want to be trustees of the fund. A professional trustee is used instead.

Product or service number and type	Definition
165 Pension	Regular income from superannuation during retirement. In the context of a small APRA fund, it can take the form of:
	<ul> <li>an account-based pension (which provides a series of regular payments, drawing down on the superannuation balance over time); or</li> </ul>
	<ul> <li>a lifetime or fixed-term pension (which provides a fixed income, usually for the rest of the pensioner's life or for a set period of time).</li> </ul>
	In some circumstances, the payments may begin during the transition to retirement.
166 Death benefit	A benefit paid on the death of a member of a small APRA fund. The trustee of the fund must pay the death benefit in accordance with the fund's rules. This might be to the nominated beneficiary (binding) or according to the trustee's discretion. The death benefit may include an insured component.
167 Terminal illness	A benefit paid to a member of a small APRA fund who suffers a 'terminal medical condition' under the <i>Superannuation Industry (Supervision) Regulations 1994</i> . The terminal illness benefit may include an insured component where the fund member is 'terminally ill' as defined by the policy.
168 Total and permanent disability	A benefit paid to a member of a small APRA fund who becomes totally and permanently disabled (within the meaning of the fund's rules). The benefit may include an insured component where the fund member is totally and permanently disabled, as defined by the policy. In order for the trustee to pay the benefit from the fund, the member must be unable to work in any occupation and satisfy the condition of release for 'permanent incapacity'.
169 Income protection	Insurance that replaces the income lost when the insured person is unable to work due to injury or illness. Cover will be in the form of a percentage of current income. In order for the trustee to pay the benefit from the fund, the member must also satisfy the condition of release for 'temporary incapacity'.  Note: This is sometimes also known as 'salary continuance insurance'.

Product or service number and type	Definition
170 Superannuation account	An account held by a member of a small APRA fund. A member's superannuation account can only be paid in cash to the member if the member has satisfied a condition of release. Subject to the rules of the fund, the member can usually request to rollover their account to another superannuation fund at any time.
171 Other features within a small APRA fund	Features within a small APRA fund that do not fit into any of the previous categories.

#### Superannuation fund

'Superannuation fund' refers to a trust-based vehicle where compulsory superannuation guarantee (SG) contributions and voluntary contributions can be paid.

Note: Specific codes are provided for complaints about an annuity policy, approved deposit fund, life policy fund, retirement savings account or small APRA fund. Use these more specific codes where applicable (i.e. superannuation codes 143–145 (annuity policy), 146–152 (approved deposit fund), 153–158 (life policy fund), 159–164 (retirement savings account) and 165–171 (small APRA fund)). For complaints about all other types of superannuation funds or products, use the most appropriate code from superannuation codes 172–178 (superannuation fund).

Product or service number and type	Definition
172 Pension	Regular income from superannuation during retirement. In the context of a superannuation fund, it can take the form of:  • an account-based pension (which provides a series of regular payments, drawing down on the superannuation balance over time); or  • a lifetime or fixed-term pension (which provides a fixed income, usually for the rest of the pensioner's life or for a set period of time).
	In some circumstances, the payments may begin during the transition to retirement.
173 Death benefit	A benefit paid on the death of a member of a superannuation fund. The trustee of the fund must pay a death benefit in accordance with the fund's rules. This might be to the nominated beneficiary (binding) or according to the trustee's discretion. The death benefit may include an insured component.
174 Terminal illness	A benefit paid to a member of a superannuation fund who suffers a 'terminal medical condition' under the <i>Superannuation Industry (Supervision) Regulations</i> 1994. The terminal illness benefit may include an insured component where the fund member is 'terminally ill' as defined by the policy.
175 Total and permanent disability	A benefit paid to a member of a superannuation fund who becomes totally and permanently disabled (within the meaning of the fund's rules). The benefit may include an insured component where the fund member is totally and permanently disabled, as defined by the policy. In order for the trustee to pay the benefit from the fund, the member must be unable to work in any occupation and satisfy the condition of release for 'permanent incapacity'.

Product or service number and type	Definition
176 Income protection	Insurance that replaces the income lost when the insured person is unable to work due to injury or illness. The majority of superannuation funds offer some level of income protection cover as an optional extra and some funds offer it automatically. Cover will be in the form of a percentage of current income. In order for the trustee to pay the benefit from the fund, the member must also satisfy the condition of release for 'temporary incapacity'.
	Note: This is sometimes also known as 'salary continuance insurance'.
177 Superannuation account	An account held by a member of a superannuation fund. A member's superannuation account can only be paid in cash to the member if the member has satisfied a condition of release. Subject to the rules of the fund, the member can usually request to rollover their account to another superannuation fund at any time.
178 Other features within a superannuation fund	Features within a superannuation fund that do not fit into any of the previous categories.

# **Traditional trustee services (Table 14 definitions)**

# Estate management

Product or service number and type	Definition
179 Estate management	Administering or managing a trust, deceased estate or other estate of an individual (e.g. in the capacity of trustee, executor or guardian).

# Estate planning

Product or service number and type	Definition
180 Enduring powers of attorney	Preparation of an enduring power of attorney.
181 Wills	Preparation of a will.

#### **Trusts**

Product or service number and type	Definition
182 Beneficiary	Preparation of a trust instrument for a trust created for beneficiaries.
183 Specific purpose	Preparation of a trust instrument for a specific purpose trust (i.e. a trust established for a specific purpose rather than for designated beneficiaries).

#### Other

Product or service number and type	Definition
184 Other traditional trustee services	Traditional trustee services that do not fit into any of the previous categories.

# Financial advice or credit assistance (Table 15 definitions)

Complaints made to financial advice firms or credit assistance providers should be recorded using the most appropriate code from the financial advice or credit assistance codes 185–187. Complaints made to other types of firms about issues relating specifically to financial advice or credit assistance (i.e. complaint issue codes 1–3 (Advice) in Table 18) should also be recorded using the most appropriate code from the financial advice or credit assistance codes 185–187 (e.g. complaints about the quality of intra-fund advice provided by a superannuation fund).

Note: Complaints about products that were obtained as a result of financial advice or credit assistance (and where the issue of the complaint does **not** relate specifically to the financial advice or credit assistance provided) should be recorded using codes listed elsewhere in the IDR data dictionary—see Section B. For example, a complaint about a life insurance product that was obtained under advice (and where the complaint issue is not advice related) should be recorded using the most appropriate code from life insurance codes 114–125 (Life insurance).

#### Financial advice

Product or service number and type	Definition
185 General advice	A recommendation or opinion about a financial product that is not tailored to any of the consumer's personal circumstances.
	When general advice is provided to a consumer, a warning must be given that the advice does not take into account their personal circumstances and, therefore, the consumer should consider whether the advice is appropriate for them before acting on it.
	Note: If the complaint involves a dispute about whether the type of advice provided was general or personal, record the type of advice that the firm believes was provided.
186 Personal advice	A recommendation or opinion about a financial product that is tailored to the consumer's personal circumstances. It takes into account one or more relevant aspects of the consumer's personal circumstances (such as their financial objectives, situation and needs), or is given in circumstances where a reasonable person would expect that their individual circumstances have been taken into account.
	Personal advice providers must act in the consumer's best interest. Personal advice can range from simple, single-issue advice to comprehensive financial advice and/or ongoing advice.
	Note: If the complaint involves a dispute about whether the type of advice provided was general or personal, record the type of advice that the firm believes was provided.

#### **Credit assistance**

Product or service number and type	Definition
187 Credit assistance	Providing a consumer with suggestions or assistance to apply for a particular credit contract or consumer lease, apply for an increase in their credit limit, or remain in their current credit contract or consumer lease.

# Not product/service-related (Table 16 definitions)

#### Not product/service-related

Product or service number and type	Definition
188 Not product/service- related	Wherever possible, financial firms should record the product or service that the complaint is about. However, in circumstances where the complaint is not about a product or service at all, it should be recorded using this code. This will generally occur where the complaint is heavily issue-based and does not relate to any specific underlying product or service (e.g. lack of wheelchair access at a bank branch).
	If the underlying product or service is clear (e.g. because the firm only provides one type of product or service), then this product or service should be recorded (rather than using this code).

# **Discretionary risk products (Table 17 definitions)**

#### Mutual risk products

Product or service number and type	Definition
189 Mutual risk products (MRPs)	Risk products that provide an alternative to conventional general insurance products. Generally, MRPs involve participation in a 'mutual' scheme based around particular professions, small business associations, franchise operations or community groups and offer protection against events or risks. MRPs are discretionary, meaning the provider is obligated to consider any claims made, but has discretion on whether to pay a claim.

# **Complaint issue definitions**

## Quick guide to complaint issue data elements

- The issue raised by the complaint is recorded at:
  - data element 14a (mandatory field); and
  - additional data elements 14b and 14c (mandatory fields, with the option to indicate that they are not applicable if the complaint did not raise additional issues).

Data elements 14a–14c are outlined in the IDR data dictionary: see Section B. Definitions for the complaint issue codes are provided in the following tables.

Note: The issue raised by the complaint should be recorded from the complainant's perspective, and does not indicate whether or not the financial firm sees the complaint as having merit. For example, if the complaint issue is recorded using complaint issue code 77 (Account administration error), then this indicates that this was the issue raised by the complaint. It does not indicate whether or not there actually was an account administration error.

## **Complaint issue (Table 18 definitions)**

#### **Advice**

'Advice' refers to issues relating specifically to financial advice or credit assistance (i.e. quality of advice, failure to provide advice and other advice-related issues).

Note: Financial firms providing financial advice or credit assistance are not limited to only using complaint issue codes 1–3 (Advice). They should also record issues using the other complaint issue codes listed in Table 11–Table 18, as appropriate.

	mplaint issue mber and type	Definition	
1	Quality of advice	Poor-quality, inappropriate or insufficient financial advice. This includes, for example, providing poor-quality product or investment strategy advice, providing general financial advice when personal financial advice was needed, or failing to act in the client's best interests when providing personal financial advice.	
		Note: Complaints about the quality of credit assistance provided should also be recorded using this code.	
2	Failure to provide advice	The financial firm has not provided financial advice to the complainant when it should have done so.	
		For example, the financial firm did not provide:	
		a Statement of Advice (SOA); or	
		• advice about a financial product or service that it was contracted or obliged to.	
		Note: Complaints about a failure to provide credit assistance should also be recorded using this code.	
3	Other advice-related issues	Other issues relating specifically to financial advice or credit assistance and not recorded elsewhere in Table 18.	
		For example:	
		misleading conduct or conflicts of interest; or	
		<ul> <li>churning (i.e. moving a client from one financial product to another in order for the adviser to earn a fee, usually with little to no benefit for the client).</li> </ul>	
		Note: Issues of a more general nature (not specific to financial advice or credit assistance) should be recorded using codes listed elsewhere in Table 18, where possible. See, for example, complaint issue codes 4–13 (Charges), 66–68 (Instructions) and 77–88 (Service).	

## Charges

	mplaint issue mber and type	Definition	
4	Break costs	The break cost applicable to a fixed interest rate loan was excessive, inappropriate or wrong.	
		This includes complaints about the level of a break cost (in general), as well as about a break cost that was incorrectly calculated or charged.	
5	Deductible or	An insurance deductible or excess was excessive, inappropriate or wrong.	
	excess	This includes complaints about the level of a deductible or excess (in general), as well as about a deductible or excess that was incorrectly calculated or charged.	
6	Commissions	Commissions were excessive, inappropriate or wrong.	
		This includes complaints about the level of commissions (in general), as well as about commissions that were incorrectly calculated or charged.	
7	Fees/costs	Fees or other costs for the product or service provided were excessive, inappropriate or wrong.	
		This includes complaints about the level of fees or costs (in general), as well as about fees or costs that were incorrectly calculated or charged.	
		Note: If the complaint is about a break cost, deductible or excess, commission, interest, foreign exchange rate or premium, use the more specific issue classification as appropriate.	
8	Interest	The amount of interest or the interest rate charged to the complainant was excessive, inappropriate or wrong.	
		This includes complaints about the level of interest charged (in general), as well as about interest being incorrectly calculated or charged to the complainant.	
		Note: If the complaint is about the amount of interest <i>earned</i> , it should be recorded using complaint issue code 69 (Investment performance).	
9	Foreign exchange (forex) rate	The foreign exchange rate charged to the complainant was excessive, inappropriate or wrong.	
		This includes complaints about the level of the foreign exchange rate (in general), as well as about the foreign exchange rate being incorrectly calculated or charged to the complainant.	
10	Premiums	An insurance premium was excessive, inappropriate or wrong.	
		This includes complaints about the level of an insurance premium (in general), as well as about an insurance premium that was incorrectly calculated or charged.	
11	Tax	A tax incurred was excessive, inappropriate or wrong.	
		This includes complaints about the level of tax incurred (in general), as well as about tax incurred being incorrectly calculated or charged. For example, an error by the firm may have resulted in incorrect tax being incurred by the complainant.	

Complaint issue number and type		Definition	
12	No claim bonus	A no claim bonus was inappropriate or wrong.	
		This includes complaints about the level of a no claim bonus (in general), as well as about a no claim bonus that was incorrectly applied. For example:	
		<ul> <li>the insurer reduced or removed a no claim bonus discount due to an at fault claim; or</li> </ul>	
		<ul> <li>the broker did not obtain a no claim bonus for the client where the client was entitled to one.</li> </ul>	
13	Other charges- related issues	Other issues relating to charges.	

#### **Consumer Data Right (CDR)**

The Consumer Data Right (CDR) gives consumers and businesses greater control over their own data, including the ability to securely share their data with a trusted third party. Under the CDR, consumers and businesses can direct their financial data to be shared with an accredited provider of their choice. This aims to help them to monitor their finances, and compare and switch between different offerings and financial firms more easily.

Note: Complaints about privacy or confidentiality issues that are unrelated to the CDR should be recorded using the most appropriate code from complaint issue codes 70–72 (Privacy & confidentiality).

Complaint issue number and type	Definition	
14 CDR data collection	This issue relates only to an accredited person collecting or attempting to collect solicited or unsolicited CDR data. Currently, an accredited person can only collect CDR data from a data holder, not an accredited data recipient.	
	For example, the accredited person:	
	<ul> <li>collecting or attempting to collect the wrong data, or data that was not part of the individual's consent;</li> </ul>	
	<ul> <li>collecting more data or a longer time period of data than was necessary;</li> </ul>	
	<ul> <li>attempting to collect CDR data without the individual's consent;</li> </ul>	
	<ul> <li>not destroying unsolicited CDR data they collected; or</li> </ul>	
	<ul> <li>not notifying the individual of the collection of CDR data.</li> </ul>	

Complaint issue number and type		Definition	
15	CDR data use or disclosure	This issue relates to the use and disclosure of CDR data by a data holder, accredited data recipient or designated gateway.	
		For example, the data holder, accredited data recipient or designated gateway:	
		<ul> <li>not using the CDR data collected in accordance with the purpose consented to by the individual;</li> </ul>	
		<ul> <li>using the CDR data beyond what is reasonably needed to provide the goods or services requested by the individual;</li> </ul>	
		disclosing the wrong CDR data;	
		disclosing the CDR data to an unauthorised party;	
		using or disclosing the CDR data for direct marketing;	
		<ul> <li>not notifying the individual of the disclosure of CDR data; or</li> </ul>	
		withholding or refusing to disclose CDR data.	
16	CDR data maintenance	This issue relates to a data holder or accredited data recipient's obligation to maintain accurate, up-to-date and complete CDR data.	
		For example, the data holder or accredited data recipient:	
		holding inaccurate, outdated or incomplete CDR data;	
		<ul> <li>not notifying the individual when incorrect CDR data is disclosed; or</li> </ul>	
		not sending corrected CDR data to the original recipient.	
17	CDR security and destruction/de-identification	This issue relates to an accredited data recipient's obligation to protect CDR data from misuse, interference, loss, unauthorised access, modification or disclosure. It also sets out the requirements for the destruction or de-identification of redundant CDR data.	
		For example, the accredited data recipient:	
		<ul> <li>not destroying or de-identifying data on request or after the individual's consented purpose is finalised;</li> </ul>	
		not protecting CDR data from misuse, interference or loss; or	
		not protecting CDR data from unauthorised access, modification or disclosure.	
18	CDR data correction	This issue relates to a data holder or accredited data recipient's obligation to correct CDR data where appropriate and when requested by an individual.	
		For example, the data holder or accredited data recipient:	
		not correcting CDR data on request;	
		delaying acknowledgement or action on a correction request; or	
		charging for correction.	
19	CDR advice	This issue relates to the CDR advice provided by a data holder or accredited data recipient.	
		For example, the data holder or accredited data recipient:	
		providing wrong advice for the product or purpose; or	
		not offering other suitable products that were available.	
20	Other CDR-related issues	Other issues relating to the CDR.	

## **Credit reporting**

	mplaint issue nber and type	Definition
21	Credit enquiry	The financial firm has incorrectly placed a credit enquiry on a credit file.
22	Credit score	A concern raised by the complainant about the accuracy of their credit score.
23	Default listing	The financial firm has incorrectly placed a default listing on a credit file.
24	Repayment history information	The financial firm has incorrectly placed repayment history information on a credit file.
25	Other credit reporting issues	Other issues relating to credit reporting.

#### **Disclosure**

	mplaint issue nber and type	Definition
26	Break costs disclosure	The financial firm did not properly disclose a break cost applicable to a fixed interest rate loan. For example, the financial firm provided incorrect, insufficient or misleading information about a fixed interest loan break cost.
27	Fee disclosure	The financial firm did not properly disclose a fee or charge. For example, the financial firm provided incorrect, insufficient or misleading information about a fee or charge.
		Note: If the complaint relates to a fixed interest loan break cost, use the more specific complaint issue code 26 (Break costs disclosure) instead.
28	Failure to provide disclosure	The financial firm failed to provide disclosure documents (e.g. a Product Disclosure Statement (PDS)).
	documents	Note: If the complaint is about the firm failing to provide a Statement of Advice (SOA), use complaint issue code 2 (Failure to provide advice).
29	Product/service information	There were deficiencies in the product or service information provided by the financial firm (in formal disclosure documents or in other formats, such as website content or marketing materials).
		For example, the financial firm:
		<ul> <li>did not disclose the correct information about a financial product or service (such as by providing incorrect financial product terms and conditions, or providing incorrect information about how an insurance policy, banking or investment product operated);</li> </ul>
		<ul> <li>did not provide adequate information about the terms, conditions, risks or other features of a financial product or service (such as by not adequately disclosing interest rate charges, not adequately disclosing insurance policy exclusions or excesses, or not adequately disclosing the risk of an investment product); or</li> </ul>
		<ul> <li>provided information about a financial product or service that was misleading or misrepresented the features of the product or service.</li> </ul>
		Note: If the complaint relates to the disclosure of a fixed interest loan break cost or a fee or charge, use complaint issue codes 26 (Break costs disclosure) or 27 (Fee disclosure) instead.

Complaint issue number and type		Definition
30	Other disclosure- related issues	Other issues relating to disclosure.

# Financial difficulty/debt collection

Complaint issue number and type		Definition
31	Financial firm failure to respond to request for assistance	The financial firm failed to respond to a request for assistance due to financial difficulty. The request may have been actual or implied.
		Note 1: Complaints about delays by the firm in responding to the request for assistance should also be recorded using this code.
		Note 2: If the complaint relates to an application for early superannuation release on hardship grounds, use complaint issue code 55 (Application for early super release).
32	Decline of financial difficulty request	The financial firm declined a request for assistance made on the basis of financial difficulty. For example, the financial firm:
		<ul> <li>declined a request for assistance, such as a repayment variation, and made no other offer of assistance; or</li> </ul>
		• did not provide reasons for its decision to decline a request for assistance.
		Note: If the complaint relates to an application for early superannuation release on hardship grounds, use complaint issue code 55 (Application for early super release).
33	Financial difficulty arrangement	The complaint involves a request for assistance due to financial difficulty (including a request for a formal hardship arrangement or other financial difficulty arrangement). The request may have been actual or implied.
		Note 1: If the complainant and financial firm have entered into an unsatisfactory or unsuitable financial difficulty arrangement, it should also be recorded using this code.
		Note 2: If the complaint is about the firm delaying their response to, failing to respond to or declining a financial difficulty request, use complaint issue code 31 (Financial firm failure to respond to request for assistance) or 32 (Decline of financial difficulty request).
34	Default judgment obtained	The financial firm obtained default judgment, but the complainant considers that it should be stayed on the basis of financial difficulty.
35	Default notice	The financial firm issued a default notice under s88 of the National Credit Act when the complainant was in financial difficulty (regardless of whether assistance had been requested).
36	Request to suspend enforcement proceedings	The financial firm continued action to recover a debt after a financial difficulty request had been made.
		For example, the financial firm:
		continued or commenced legal proceedings; or
		continued or commenced general recovery action.

Complaint issue number and type		Definition
37	Disputed liability	The complainant denies liability for an account or guarantee.
		For example, the complainant:
		has requested to see the proof of debt;
		<ul> <li>believes the financial firm is pursuing the wrong person for a debt associated with a credit facility;</li> </ul>
		• believes they are not liable for a debt on the basis that it has been repaid; or
		believes a guarantee is invalid.
		Note: If the complainant is disputing specific transactions on the basis that they were not authorised (rather than an entire account or guarantee), use complaint issue code 95 (Unauthorised transaction).
38	Initial debt collection contact	The complainant has expressed dissatisfaction on first contact about a debt collection.
39	Handling of debt collection	The financial firm has inappropriately or poorly handled the debt collection process.
		For example, the complainant alleges that:
		they have not received the debt collection notice;
		they have been harassed or coerced;
		secured property has been repossessed; or
		<ul> <li>the financial firm has otherwise breached the Regulatory Guide 96 Debt collection guideline: For collectors and creditors (RG 96) (jointly released with the Australian Competition and Consumer Commission).</li> </ul>
		Note: If the complaint is about the initial debt collection contact, use complaint issue code 38 (Initial debt collection contact). If the complaint is about the continuation of debt collection action after a request for assistance was made on the basis of financial difficulty, use complaint issue code 36 (Request to suspend enforcement proceedings).
40	Other issues relating to financial difficulty/ debt collection	Other issues relating to financial difficulty or debt collection.

# Financial firm decision—Specific to credit and lending

'Financial firm decision—Specific to credit and lending' refers to decisions made by the financial firm that are likely to be particularly relevant to the credit and lending sector. Firms operating in this sector should also see complaint issue codes 58–65 (Financial firm decision—General) for financial firm decisions of a more general nature.

Complaint issue number and type		Definition
41	Appropriate lending	The financial firm has provided credit that is <i>not</i> regulated under the National Credit Act (e.g. small business lending) in breach of the firm's lending obligations, or without proper assessment of the borrower's capacity to repay the debt.
		Note: For complaints about the provision of credit that is regulated under the National Credit Act, use complaint issue code 42 Responsible lending (excluding modified obligations for Low cost credit contracts) or 42.1 Responsible lending (modified obligations for Low cost credit contracts).

Complaint issue number and type		Definition	
42	Responsible lending (excluding modified obligations for Low cost credit contracts)	The financial firm has provided credit that is regulated under the National Credit Act in breach of the firm's responsible lending obligations, or without proper assessment of the borrower's capacity to meet repayment obligations. Select this issue number if the complaint does not relate to modified obligations for Low cost credit contracts.  Note: For complaints about the provision of credit that is <i>not</i> regulated under the National Credit Act (e.g. small business lending), use complaint issue code 41 (Appropriate lending).	
42.	1 Responsible lending (modified obligations for Low cost credit contracts)	The financial firm has provided credit that is regulated under the National Credit Act in breach of the firm's responsible lending obligations, or without proper assessment of the borrower's capacity to meet repayment obligations. Select this option if the complaint relates to modified obligations for Low cost credit contracts.  Note: For complaints about the provision of credit that is not regulated under the National Credit Act (e.g. small business lending), use complaint issue code 41 (Appropriate lending).	
43	Mortgagee sale	A complaint about the sale of a property held as security for a loan by the mortgagee. For example:	
		<ul> <li>where the complainant believes the financial firm as mortgagee has undersold the security property; or</li> </ul>	
		where the complainant believes the financial firm as mortgagee has delayed in selling the security property.	
44	Credit limit	A complaint about the maximum amount that a financial firm will lend the complainant under a loan or credit contract.	
		Note: If the complaint is about a financial firm having rejected the complainant's request to change their credit limit, use complaint issue code 61 (Denial of application or variation request). If the complaint is about the provision of credit in breach of lending obligations, or without proper assessment of the borrower's capacity to repay the debt, use complaint issue codes 41 (Appropriate lending), 42 (Responsible lending (excluding modified obligations for Low cost credit contracts)) or 42.1 (Responsible lending (modified obligations for Low cost credit contracts)).	

### Financial firm decision—Specific to insurance

'Financial firm decision—Specific to insurance' refers to decisions made by the financial firm that are likely to be particularly relevant to the insurance sector. Firms operating in this sector should also see complaint issue codes 58–65 (Financial firm decision—General) for financial firm decisions of a more general nature.

Complaint issue number and type		Definition
45	Insurance coverage terms	Complaints about insurance policy design or the ongoing terms on which insurance cover is provided, including exclusions, conditions, occupational ratings and waiting periods.
		Note: Complaints about insurance cover not related to an actual claim should be recorded using this code. For complaints about decisions on an actual claim, use the most appropriate code from complaint issue codes 47–54 (disputed claim amounts and denied claims). For complaints about the cost of insurance premiums, use complaint issue code 10 (Premiums). For complaints about an insurance deductible or excess, use complaint issue code 5 (Deductible or excess).

Complaint issue number and type		Definition	
46	Cancellation of policy	The financial firm has cancelled the insurance policy of a complainant.	
		For example:	
		inappropriate cancellation of an insurance policy; or	
		policy cancellation without the authority of the complainant.	
47	Claim amount	The financial firm has accepted an insurance claim, but the complainant disputes the insurance claim amount.	
		For example, the financial firm has accepted the complainant's claim, but for a different amount to that which the complainant believes they are entitled.	
48	Denial of claim— Complainant non- disclosure	The financial firm denied an insurance claim on the basis that the complainant provided incorrect answers to underwriting question(s) at policy inception or renewal.	
		For example, the financial firm has denied a claim, alleging that the complainant did not disclose relevant personal or medical details, including criminal history, driving convictions or pre-existing medical conditions.	
49	Denial of claim— Driving under influence	The financial firm denied an insurance claim on the basis that the driver of the insured vehicle was driving under the influence of alcohol or another substance.	
50	Denial of claim— Exclusion/condition	The financial firm denied an insurance claim on the basis that loss or damage occurred as the result of an excluded event, or a breach of an insurance policy condition.	
		For example:	
		• damage caused by a flood and floods are excluded under the insurance policy; or	
		• a claim on a life insurance policy relates to an excluded medical condition under the policy, such as a pre-existing illness or injury.	
		Note: Use a more specific denial of claim code where appropriate (e.g. complaint issue code 48 (Denial of claim—Complainant non-disclosure) or 49 (Denial of claim—Driving under influence)).	
51	Denial of claim— Fraudulent claim	The financial firm denied an insurance claim on the basis of an allegation that the claim was fraudulent.	
52	Denial of claim—No policy or contract	The financial firm denied an insurance claim on the basis that there was no current insurance policy (including where the policy was lapsed or cancelled).	
53	Denial of claim—No proof of loss	The financial firm denied an insurance claim on the basis that the complainant failed to establish that loss had occurred which was covered under the policy, or failed to establish ownership of goods that were lost or damaged.	
54	Denial of claim— Other	The financial firm denied an insurance claim on a basis that does not fit into any of the more specific complaint issue codes 48–53 (denial of claim).	

#### Financial firm decision—Specific to superannuation

'Financial firm decision—Specific to superannuation' refers to decisions made by the financial firm that are likely to be particularly relevant to the superannuation sector. Firms operating in this sector should also see complaint issue codes 58–65 (Financial firm decision—General) for financial firm

decisions of a more general nature. For complaints about insurance in superannuation, complaint issue codes 45–54 (Financial firm decision—Specific to insurance) may also be relevant.

Complaint issue number and type		Definition
55	Application for early super release	The financial firm has declined the complainant's claim for early release of their superannuation, or has released a lower amount than the complainant had applied for.
		Note: Complaints about delays by the firm in responding to the complainant's application for the early release of their superannuation should also be recorded using this code.
56	Death benefit distribution	The financial firm has made a decision about how to distribute or apportion a superannuation death benefit between beneficiaries.
57	Family law division of super benefit	The financial firm has incorrectly implemented a family court order regarding a superannuation benefit.

#### Financial firm decision—General

'Financial firm decision—General' refers to decisions made by the financial firm which are likely to be relevant across a range of industry sectors. For decisions that relate specifically to credit and lending, insurance or superannuation, firms should also see complaint issue codes 41–44 (Financial firm decision—Specific to credit and lending), 45–54 (Financial firm decision—Specific to insurance), and 55–57 (Financial firm decision—Specific to superannuation).

Complaint issue number and type		Definition
58	Interpretation of product terms and conditions	The complainant does not agree with the financial firm's interpretation of the terms and conditions of a product or service.
		For example, the complainant disagrees with:
		a definition; or
		the interpretation of a term or condition.
		Note: If the complaint concerns the denial of an insurance claim, use the most appropriate code from complaint issue codes 48–54 (denial of claim).
59	Unfair contract terms	A contract term that:
		<ul> <li>will cause significant imbalance in the complainant's rights and obligations under a contract;</li> </ul>
		<ul> <li>is not reasonably necessary to protect the financial firm; and</li> </ul>
		would cause detriment to the complainant.
60	Unconscionable conduct	A statement or action by the financial firm that is so unreasonable or unjust that it is against good conscience.
		For example:
		<ul> <li>not allowing enough time to consider a contract; or</li> </ul>
		<ul> <li>requiring someone to sign a blank agreement.</li> </ul>

Coi	Complaint issue Definition	
nur	nber and type	
61	Denial of application or variation request	The financial firm has decided not to provide a particular financial product or service to the complainant, or not to vary the terms of a product or service as requested by the complainant.
		For example, the financial firm has:
		rejected a credit application;
		<ul> <li>rejected an application for increased insurance cover; or</li> </ul>
		<ul> <li>denied an insurance cover variation to a change of vehicle to one outside underwriting guidelines.</li> </ul>
		Note: A complaint about the denial of a loan variation request made on the basis of financial difficulty should be recorded using complaint issue code 32 (Decline of financial difficulty request).
62	Margin call notice and/or investment liquidation	A complaint about the financial firm issuing a margin call notice and/or liquidating some or all of the complainant's investment.
		This includes instances where the firm has done so erroneously or inappropriately. For example, where:
		<ul> <li>the complainant believes the loan-to-valuation ratio has been calculated incorrectly;</li> </ul>
		• the complainant believes the timing of the notice or liquidation is incorrect; or
		the notice was sent to the wrong person.
63	Valuation	A complaint about the monetary value the financial firm assigned to an asset, such as a property, small business, vehicle, machinery and/or equipment, or investment.
64	Commercial practice or policy	Complaints about the financial firm's commercial practice or policy that applies broadly to their customers. For example, the scope of services provided, withdrawal of a product or service, overall product or membership rules, management of the fund as a whole, or their environmental, social and governance policy.
		Note: If the complaint is about a decision made by the financial firm specifically in relation to the complainant, use the most appropriate code from complaint issue codes 41–63 or 65 (financial firm decision).
65	Other decision- related issues	Other issues relating to a decision made by the financial firm. For example: loan security requirements.

#### Instructions

Complaint issue number and typ		
66 Delay in folk instructions	wing The financial firm followed instructions but not within an agreed or acceptable timeframe. For example, the financial firm:	
	<ul> <li>actioned redemption requests only after the unit price has dropped;</li> </ul>	
	<ul> <li>did not issue renewal notices on time;</li> </ul>	
	<ul> <li>did not arrange insurance cover on time;</li> </ul>	
	delayed clearing a cheque;	
	<ul> <li>delayed approving a loan;</li> </ul>	
	delayed settlement; or	
	<ul> <li>delayed processing a superannuation contribution, change in investment options, or account rollover.</li> </ul>	
	Note: Other delays by the financial firm that are not related to following instructions should be recorded using codes listed elsewhere in Table 18. See, for example, complaint issue codes 78 (Delay in claim handling), 79 (Delay in complaint handling) and 80 (General service delay).	
67 Failure to fo	The financial firm failed to follow instructions or to act in accordance with an agreement (written or oral).	
agreement	For example, the financial firm has:	
	<ul> <li>breached a contract (written or oral);</li> </ul>	
	<ul> <li>failed to follow written instructions (e.g. direct debit authority not followed, payee name on cheque ignored, internet banking instructions not followed);</li> </ul>	
	<ul> <li>failed to action a redemption request;</li> </ul>	
	failed to sell stock;	
	<ul> <li>failed to buy or sell a financial product when requested to do so;</li> </ul>	
	<ul> <li>not arranged insurance cover, including renewals;</li> </ul>	
	<ul> <li>not cancelled an insurance policy;</li> </ul>	
	<ul> <li>not increased the sum insured or not noted the change of vehicle on the contract; or</li> </ul>	
	<ul> <li>failed to process a superannuation contribution, change in investment options, or account rollover.</li> </ul>	
68 Other instruc	3 3	

#### Investment performance

Complaint issue number and type	Definition
69 Investment performance	Poor investment performance or returns achieved by the financial firm.

#### **Privacy & confidentiality**

'Privacy & confidentiality' refers to complaints about privacy and confidentiality issues or breaches.

Note: Complaints about privacy and confidentiality that relate specifically to the Consumer Data Right should be recorded using the most appropriate code from complaint issue codes 14–20 (Consumer Data Right (CDR)).

Complaint issue number and type		Definition
70	Failure/refusal to provide access	The financial firm has failed to provide access to personal information following a request.
		For example, the financial firm:
		did not provide the information requested;
		gave invalid reasons for refusing access; or
		did not respond appropriately to an individual's access request.
71	Unauthorised information disclosed	The financial firm disclosed information about a complainant without authority.
		For example, the financial firm:
		<ul> <li>shared sensitive information with an unauthorised third party;</li> </ul>
		provided an account balance to a third party; or
		<ul> <li>forwarded information provided by the client in confidence to an insurance company.</li> </ul>
72	Other issues relating	Other issues relating to privacy and/or confidentiality breaches.
	to privacy and/or	For example, complaints about:
	confidentiality	unauthorised use of personal information;
		inappropriate collection of material; or
		direct marketing.

#### Scams/fraud

Complaint issue number and type		Definition
73	Victim of scam	The complainant was the victim of a scam and has sought redress from the financial firm.
74	Fraud/forgery by financial firm	The complainant was the target of fraud or forgery perpetrated by the financial firm or its agents (e.g. employees of the firm, contractors, authorised representatives or credit representatives).
		Note: If the complaint is also about unauthorised transactions, use complaint issue code 95 (Unauthorised transaction) in addition to this code.
75	Fraud/forgery by a third party	The complainant was the target of fraud or forgery perpetrated by a third party (e.g. complainant's partner or ex-partner, other joint account holder, business partner or employee within the complainant's small business).  Note: If the complaint is also about unauthorised transactions, use complaint issue code 95 (Unauthorised transaction) in addition to this code.

Complaint issue number and type		Definition
76	Other scam/fraud- related issues	Other issues relating to scams, fraud or forgery.

#### Service

Complaint issue number and type		Definition
77	Account administration error	An error in the administration of an account. For example, the financial firm has made an error when calculating a superannuation account balance.
78	Delay in claim handling	The financial firm has delayed actioning or processing a complainant's insurance claim.
79	Delay in complaint	The financial firm has taken too long regarding the complainant's IDR complaint.
	handling	For example, the financial firm has:
		• not provided a response within the maximum IDR timeframe; or
		<ul> <li>delayed providing a complainant with a refund or reimbursement in resolution of their complaint.</li> </ul>
80	General service delay	Slow or delayed service that has not been recorded using codes listed elsewhere in Table 18.
		For example, call wait times, lengthy queues, delays in providing a remediation outcome, difficulties in obtaining a booking or appointment, third-party timelines or delays.
		Note: Where possible, complaints about delays should be recorded using more specific codes listed in Table 18, rather than using complaint issue code 80 (General service delay). For example, delays in insurance claim handling should be recorded using complaint issue code 78 (Delay in claim handling), delays in responding to an application for early superannuation release should be recorded using complaint issue code 55 (Application for early super release), and delays in following instructions should be recorded using complaint issue code 66 (Delay in following instructions).
81	Failure to provide	The financial firm has not met a special need or requirement of the complainant.
	special needs assistance	For example, the financial firm has failed to provide:
		language assistance or an interpreter; or
		access for people with a disability or impairment.
82	Incorrect financial information provided	The financial firm has provided incorrect or insufficient information about a product or service.
		For example, the financial firm has provided incorrect account balance information.
83	Loss of	The financial firm has lost client documents or personal property.
	documents/personal	For example, the financial firm has lost:
	property	a safe custody item;
		title deeds; or
		• medical information, tax information, bank statement or ownership certificates.

Complaint issue number and type		Definition	
84	Management of complainant details	The financial firm has inadequately or incorrectly recorded or managed client details.	
		For example, the financial firm has:	
		failed to keep up-to-date contact details; or	
		sent documents or statements to the wrong address.	
		Note: If the complaint is about the management of complainant details in relation to the Consumer Data Right, use the most appropriate code from complaint issue codes 14–20 (Consumer Data Right (CDR)). If the complaint is about a breach of privacy or confidentiality unrelated to the CDR, use the most appropriate code from complaint issue codes 70–72 (Privacy & confidentiality).	
85	Technical problems	Issues have arisen with technical facilities supplied by the financial firm.	
		For example:	
		the online trading platform is not available;	
		online access to accounts is not working;	
		• there are problems with websites, apps or online communication channels; or	
		the broker software is not functioning.	
86	Branch closure or opening hours	The financial firm has closed a branch or has limited or restricted opening hours.	
87	Loyalty or reward points	Issues faced by the complainant in obtaining loyalty or reward points, or in spending or using their points.	
88	Other service-	Other service-related issues.	
	related issues	For example:	
		staff behaviour;	
		poor customer experience;	
		• staff were unable to answer query, hung up on the complainant, or promised a communication or call-back that was not received;	
		the financial firm set up, blocked or closed an account in error;	
		• the financial firm provided an incorrect refund or reimbursement;	
		<ul> <li>the complainant had a negative experience with the complaints handling or remediation processes or procedures;</li> </ul>	
		<ul> <li>the complainant had a negative experience with their timeshare scheme accommodation; or</li> </ul>	
		another service issue.	

#### **Transactions**

	mplaint issue mber and type	Definition
89	Chargebacks— Declined (consumer)	The financial firm has declined a chargeback lodged by a consumer.

	mplaint issue mber and type	Definition			
90	Chargebacks— Delayed (consumer)	The financial firm has delayed actioning a chargeback lodged by a consumer.			
91	Chargebacks— Merchant	The financial firm has either declined or delayed actioning a chargeback lodged be a merchant (i.e. small business).			
92	Dishonoured transactions	Transactions on a complainant's account have been dishonoured.			
	ti ai i saction is	For example:			
		bounced cheques; or			
		dishonoured direct debits.			
93	Incorrect payment	Deposit or withdrawal errors, including failure to pay on demand.			
		For example:			
		<ul> <li>malfunctions by ATMs, resulting in incorrect cash dispensed;</li> </ul>			
		over-the-counter errors;			
		• lost funds;			
		<ul> <li>failure to make payment on demand in relation to a passbook, term deposit, bond, bank cheque or bank guarantee;</li> </ul>			
		wrong amount paid;			
		payment sent to wrong person; or			
		• overpayment or underpayment of an insurance benefit or investment proceeds.			
		Note: If the incorrect payment involved a payment made to the wrong person through internet banking, use the more specific complaint issue code 94 (Mistaken internet payment).			
94	Mistaken internet	A payment made to the wrong person through internet banking.			
	payment	For example:			
		• the sender entered a wrong account or bank state branch (BSB) number; or			
		<ul> <li>an error by the sending or receiving financial firm has resulted in the payment being sent to the wrong account.</li> </ul>			
95	Unauthorised	Unauthorised transactions performed on a complainant's account.			
	transaction	For example:			
		unauthorised direct debit;			
		forged cheques and withdrawal slips;			
		ATM withdrawals using a stolen card;			
		credit card transactions not authorised by the cardholder;			
		• purchase or sale of investments without written or verbal authority to do so; or			
		<ul> <li>an insurance claim paid to someone other than the insured and/or a refund provided to another party.</li> </ul>			
		Note: If the complaint is also about fraud or forgery perpetrated by the financial firm or its agents, use complaint issue code 74 (Fraud/forgery by financial firm) in addition to this code. If the complaint is also about fraud or forgery perpetrated by a third party, use complaint issue code 75 (Fraud/forgery by a third party) in addition to this code.			
96	Other transaction- related issues	Other issues relating to transactions—for example, blocked transactions.			

#### Complaint outcome definitions

#### Quick guide to complaint outcome data elements

- The outcome of the complaint is recorded at:
  - data element 15a (conditional field—must be completed if the complaint has been closed); and
  - additional data elements 15b and 15c (conditional fields—must be completed if the complaint has been closed, with the option to indicate that they are not applicable if there were no additional complaint outcomes).
- Data elements 15a–15c are outlined in the IDR data dictionary: see Section B.

  Definitions for the complaint outcome codes are provided in the following table.

Note: If the complaint outcome includes a monetary remedy, then the dollar value of the monetary remedy is recorded at data element 16 'Monetary remedy'. The data dictionary contains instructions on how to provide this information at data element 16.

Financial firms must record the complaint outcome, or outcomes, as at the time the complaint was closed at IDR. In many cases, this will be when the final IDR response is sent to the complainant, and will reflect what the firm has **offered** the complainant to resolve the complaint at IDR.

#### Example

A financial firm offers a 'Contract/policy variation' in its final IDR response to the complainant. This marks the closure of the complaint at IDR. The complainant does not respond or rejects the offer. The firm should still report the complaint outcome as being a 'Contract/policy variation'.

If the complainant escalates their complaint to AFCA, and ultimately obtains a different outcome at EDR, the firm should still report the complaint outcome at IDR as being a 'Contract/policy variation'.

However, if the complainant rejects the offer and the firm reopens the complaint and offers the complainant a different outcome **at IDR**, then this revised complaint outcome should be the outcome that is reported to ASIC.

#### **Complaint outcome (Table 19 definitions)**

	omplaint outcome mber and type	Definition
1 Service-based remedy		The complainant was offered or given a service-based resolution to their complaint.
		For example, the financial firm:
		<ul> <li>provided the complainant with assistance or support;</li> </ul>
		<ul> <li>provided the complainant with the service requested;</li> </ul>
		<ul> <li>corrected incorrect or out-of-date contact details; or</li> </ul>
		undertook to set in place improvements to staff training, systems or procedures.
2	Monetary remedy	The complainant was offered or given a monetary remedy of any kind (e.g. a payment, refund, or waiver or reduction of fees or charges) in resolution of their complaint.
		This would include, for example:
		<ul> <li>direct payments to compensate for direct financial loss or non-financial loss (e.g. stress or inconvenience);</li> </ul>
		<ul> <li>an ex gratia or goodwill payment, with no decision made by the financial firm as to liability;</li> </ul>
		<ul> <li>a premium refund or waiver (in full or in part);</li> </ul>
		<ul> <li>a waiver of debt, interest, or fees (in full or in part);</li> </ul>
		<ul> <li>a reduction in ongoing fees or charges payable by the complainant (including a reduced interest rate);</li> </ul>
		<ul> <li>an increase in the amount paid out to the complainant as part of an insurance claim; or</li> </ul>
		an increase in the amount of death benefit distributed to the complainant.
		Note: If the monetary remedy also involved a contract or policy variation, use both complaint outcome code 2 (Monetary remedy) and 3 (Contract/policy variation). Likewise, if the monetary remedy also involved a change in the financial firm's decision, use both complaint outcome code 2 (Monetary remedy) and 4 (Decision changed).
3	Contract/ policy variation	The complainant was offered or given a variation in their contract or policy terms in resolution of their complaint.
		For example, the financial firm:
		cancelled or released the complainant from the contract or policy;
		entered into a repayment arrangement with the complainant;
		agreed to a timeframe for refinance or for the sale or surrender of assets; or
		<ul> <li>changed the ongoing arrangements for fees or charges (including interest rates).</li> </ul>
		Note: If the contract or policy variation also involved a monetary remedy, use both complaint outcome code 2 (Monetary remedy) and 3 (Contract/policy variation).

Complaint outcome number and type		Definition
4 Decision changed		The financial firm offered to change or reverse (or did change or reverse) its previous decision in resolution of the complaint.
		For example, the financial firm:
		<ul> <li>accepted and paid out a previously declined insurance claim, or increased the amount paid out;</li> </ul>
		<ul> <li>changed how it distributed a superannuation death benefit;</li> </ul>
		<ul> <li>made credit reporting amendments to correct the record on behalf of the customer; or</li> </ul>
		ceased legal or other action.
		Note: If the change in decision also involved a monetary remedy, use both complaint outcome code 2 (Monetary remedy) and 4 (Decision changed).
5	Other remedy	The complainant was offered or given a remedy in resolution of their complaint that does not fit into any of the previous categories.
6	Withdrawn/ discontinued	The complainant withdrew their complaint or contact with the complainant was lost.
7	Referred to another financial firm	The complaint was referred to another financial firm to resolve (e.g. where a complaint was initially received by the product distributor but was referred to the product manufacturer to resolve because they were best placed to do so).
8	No remedy provided/ apology or explanation only	The complainant was not offered or given any remedy, outcome or compensation, or they received only an apology and/or explanation of the circumstances giving rise to the complaint. This includes where the outcome of the complaint was that the financial firm maintained or reaffirmed its previous decision.

# Appendix 1: How to submit IDR reports through ASIC's Regulatory Portal

#### **Key points**

This section outlines the steps that financial firms must follow to submit their IDR report (either a data file or a nil submission) to ASIC. It includes instructions on how to:

- prepare an IDR data file for lodgement;
- · submit the data through the ASIC Regulatory Portal; and
- ensure that the data file passes both stages of ASIC's validation process (both basic validation and deep validation).

You must also refer to Appendices 2 and 3 before saving and submitting your IDR file, to ensure that all data validation rules are met.

#### Preparing your data set for lodgement

- You must submit your IDR report through the <u>ASIC Regulatory Portal</u>.
- Financial firms that had IDR complaints in the relevant reporting period (as per paragraphs 14–16) must submit a data file. Firms that had **no** IDR complaints in the relevant reporting period must instead submit a nil submission.
- If you are submitting a data file, the file must be submitted in the CSV format. A CSV file is a plain-text file that contains a list of data separated by commas.
- You can set up the CSV file once you have entered your data into a spreadsheet (e.g. using Microsoft Excel). The instructions below detail how to save data as a CSV file.
- Each file must relate to a single reporting period.

#### Step 1: Create or open a new file

Open a new spreadsheet in your spreadsheet software.

#### Step 2: Insert machine-readable headers

Insert the data element headers provided: see the example at Figure 1. For the full list of machine-readable headers, see Appendix 2.

Figure 1: Example spreadsheet showing machine-readable headers

ComplaintUniqueID	ComplaintProduct	ComplainantType	ComplainantGender	ComplainantAgeGroup	ComplainantPostcode	ComplainantStatus

#### Step 3: Insert data

- Enter your data into the spreadsheet under each column: see Figure 2.
- Ensure that the data entered meets the format and/or codes required for each data element. These are detailed in the 'Permissible values' and 'Completion requirements' columns in the IDR data dictionary tables: see Section B.

Figure 2: Example spreadsheet showing IDR data arranged under machine-readable headers

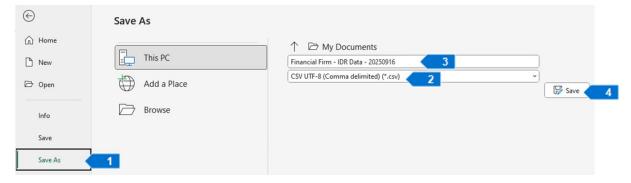
ComplaintUniqueID	ComplaintProduct	ComplainantType	ComplainantGender	ComplainantAgeGroup	ComplainantPostcode
1234	Brand ABC	1	1	5	2000
2345	Brand ABC	1	2	3	3000
3456	Not applicable	1	2	7	4000
4567	Brand DEF	1	9	9	2000

You should refer to Appendix 2 (on machine-readable headers) and Appendix 3 (submission checklist) before saving and submitting your file. These appendices will help you check that all data validation rules are met.

#### Step 4: Save and name file

- When you have finished entering data into the spreadsheet, save the file as a CSV file. For example, in Excel:
  - click on 'File' and select 'Save As' (see arrow 1 in Figure 3);
  - select '.csv' under the 'File type' dropdown menu (see arrow 2 in Figure 3);
  - type a name for your CSV file (see arrow 3 in Figure 3); and
  - click the 'Save' button (see arrow 4 in Figure 3).

Figure 3: Example screenshot showing the 'Save As' dialogue in Excel



Your CSV file has now been created and commas will automatically be added to the file to separate each data field.

#### Reporting your IDR activity

- To report your IDR activities, log into the <u>ASIC Regulatory Portal</u> and click on 'Submit Internal Dispute Resolution data report'.
- 77 There are seven steps in the process of reporting your IDR data to ASIC.

#### Step 1: Financial firm identification

Ensure the data pre-filled by the ASIC Regulatory Portal is correct, and that you are submitting for the correct financial firm: see Figure 4. If the pre-filled information is incorrect, please contact the CCC: see paragraphs 37–39.

Figure 4: Example screenshot showing part of the 'Entity details' section

#### **Entity details**

\* Name of financial firm

ASIC TEST COMPANY R PTY LTD

#### Step 2: Reporting period

Ensure the current reporting period is shown in the 'Current reporting period' field: see Figure 5. If the period is incorrect, please contact the CCC: see paragraphs 37–39.

Figure 5: Example screenshot showing 'Reporting period' section

#### Reporting period

Current reporting period 01/01/2025 - 30/06/2025

#### Step 3: Confirm IDR activity

- If you are lodging a data file with your IDR activity for the period, select 'Yes' to the question 'Do you wish to submit an IDR data file?' (see Figure 6) and proceed to Step 4: File upload.
- If there are no complaints that must be included in an IDR report (as per paragraphs 14–16) then you will be lodging a nil submission to ASIC, rather than a data file. You must select 'No' to the question and go to Step 5.

If you select 'No', no validation of files occurs. This means your submission should be completed instantaneously.

Figure 6: Example screenshot showing 'IDR activity' section

#### **IDR** activity

If the financial firm has no complaints for the relevant reporting period select 'No' to the question below.

- Do you wish to submit an IDR data file?
- O Yes
- O No

#### Step 4: File upload

- Click on the 'Upload' button to open a file browser window from your desktop. From here you can select the relevant CSV file to upload.
- If there are any issues during the upload process, please follow the information provided in the error message on the upload page.
- For data file validation, there are **two stages** to the validation process:
  - Basic validation—checks that the file structure reflects the correct machine-readable headers, file format and file size. Basic validation also scans the file for malicious software. Basic validation occurs immediately and you will be notified on screen about whether the file has passed (see Figure 7).
  - Deep validation—a more in-depth validation that each row of data meets the requirements in the IDR data dictionary (see Section B). A result will be sent to the submitting user and relevant account administrators by email within 48 hours.
- The IDR data reporting requirement is not met until both basic and deep validation are successful.

Figure 7: Example screenshot showing 'Data file upload' page



#### Step 5: Contact details

Please read and review the contact details section of this transaction: see Figure 8.

#### Figure 8: Example screenshot showing 'Contact details' page

#### Contact details

#### Notifications and messages

If you submitted a data file, your file has now passed basic validation.

**IMPORTANT:** Your file has not yet passed **deep validation**. Your file must pass deep validation to be a successful submission.

If your data file does not pass deep validation, the submitter and senior administrator will receive an email to the address ASIC has recorded. The error file (which shows where the errors are) will be available in the ASIC Regulatory Portal via the messages tab.

If you would like someone other than the submitter or senior administrator to view **messages** in the Portal, invite them to connect to your entity and give them Approve access or above. They will not receive **notifications** but will be able to view **messages**.







#### Step 6: Review

Please review the details on this page to ensure that all the information provided on the form is correct and true before submitting: see Figure 9.

Review **Entity details** Name of financial firm ASIC TEST COMPANY R PTY LTD **Entity identifier** 626 850 593 Reporting period Current reporting period 01/01/2025 - 30/06/2025 Do you wish to submit an IDR Yes data file? File(s) Valid\_IDR\_Report.csv Next **G** Back ■ Save

Figure 9: Example screenshot showing 'Review' page

#### Step 7: Declaration

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The last step in the submission process is the Declaration page: see Figure 10. This declaration acts as a legal declaration, stating who you are, in what capacity you are acting, as well as other details to be included. Please ensure that you read all the information provided, and that all the information provided by you is true and correct before making this declaration.

Figure 10: Example screenshot showing part of the 'Declaration' page

# Capacity \* In what capacity are you submitting this document to ASIC Privacy Collection Notice The Privacy Collection Notice given under APP 5 of the Privacy Act 1988 applies to your provision of personal and sensitive information below.

#### What happens after you submit your IDR report

What happens next will depend on whether your IDR report was an IDR data file (see paragraphs 91–98) or a nil submission (see paragraphs 99–100).

# IDR data file: Acknowledgement and confirmation of basic validation

- As stated previously, IDR data files undergo a two-stage validation process—basic validation and deep validation.
- If you have successfully uploaded your IDR data file (i.e. the file has passed basic validation), you will receive on-screen confirmation (see Figure 11) as well as an email confirming that the file has been uploaded and that it will now undergo deep validation.

# Figure 11: Example screenshot showing 'Confirmation' page for an IDR data file (i.e. successful basic validation)

#### Confirmation

✓ You have submitted your transaction.

Reference number: 358417

**Date and time:** 26 Aug 2025 10:15 (AEST)

#### What happens next?

The data file will now undergo deep validation, which may take up to 48 hours. We will email you the results of this validation process. If the deep validation process identifies errors in your data file, you will receive a validation failure email and will be required to fix the errors and re-submit your data file.

You can view the status of this transaction on the View all transactions page for this entity in the portal.

When you click Finish we will return you to your dashboard.



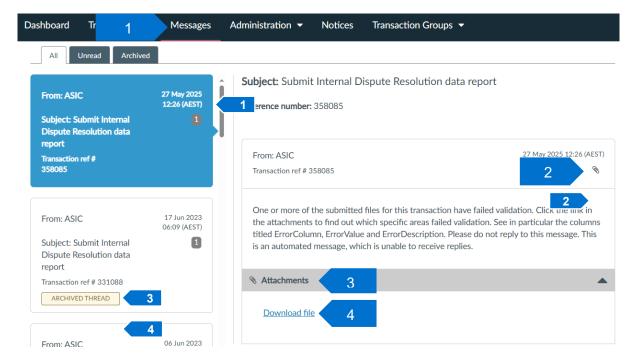
#### IDR data file: Deep validation and error notification

- All IDR data files reported to ASIC will undergo deep validation, which may take up to **48 hours**. We will notify you by email of the results of this validation process. If the process identifies data errors, you will be notified by a validation failure email.
- If you receive a validation failure email, you will also receive a message in the ASIC Regulatory Portal containing an attached error file. This file will provide details of why your data file submission failed validation. To access

the error file, you must log back on to the portal and click on the relevant IDR transaction under 'Transactions'. From there, you will need to:

- click on the 'Messages' tab (see arrow 1 in Figure 12);
- click on the paperclip 'attachment' icon (see arrow 2 in Figure 12);
- click on the 'Attachments' heading (see arrow 3 in Figure 12); and
- download the file (see arrow 4 in Figure 12).
- You must then review the error file, make the appropriate changes to your IDR data file, and begin a new transaction to re-submit the data.

Figure 12: Example screenshot showing the 'Messages' tab of the 'Submit Internal Dispute Resolution data report' page, indicating the data file has failed deep validation



- There is no limit to how many times a financial firm can resubmit their IDR data file during a submission window.
- As mentioned at paragraph 86, a financial firm's IDR data reporting requirement will only be met when the data file has successfully passed both stages of validation.
- You will be able to view the IDR report and the relevant reference number of the transaction in the 'Transactions' section in your ASIC Regulatory Portal account: see Figure 13. From here, you will also be able to confirm its status. If the data file has passed basic validation and:
  - has not yet undergone deep validation, the 'Status' column will read 'Submitted':
  - failed deep validation, the 'Status' column will read 'Failed'; and

• passed deep validation, the 'Status' column will read 'Completed'.

Note: If the submission was a 'nil submission' and did not include a data file at all, the status will also read 'Completed'.

Figure 13: Example screenshot showing 'Transaction summary' page for an IDR data file with a 'Completed' status (i.e. successfully passed both stages of validation)

Transactions									
Title \$	Reference number	\$	Last accessed	\$	Accessed by	Status 😯 💠	Restricted	8	<b>\$</b>
Submit Internal Dispute Resolution data report	358433		26 Aug 2025 10:29 (AEST)	)	DataC TestC	Completed			

#### Nil submission: Acknowledgement and confirmation

If you lodge a nil submission, then no validation of files occurs. This means your submission should be completed instantaneously. You will receive onscreen confirmation (see Figure 14) as well as an email confirming that you have successfully submitted a nil submission.

Figure 14: Example screenshot showing 'Confirmation' page for a successful nil submission

# Confirmation You have submitted your transaction. Reference number: 358433 Date and time: 26 Aug 2025 10:29 (AEST) What happens next? You can view the status of this transaction on the View all transactions page for this entity in the portal. When you click Finish we will return you to your dashboard.

You will be able to view the IDR report and the relevant reference number of the transaction in the 'Transactions' section of your ASIC Regulatory Portal account: see Figure 15. From here, you will also be able to check the IDR report's status. If you have successfully submitted a nil submission, the

100

'Status' column will read 'Completed'. This will occur immediately, although it may be necessary to refresh the webpage.

Figure 15: Example screenshot showing 'Transaction summary' page for an IDR nil submission with a 'Completed' status (i.e. successful nil submission)

Submit Internal Dispute Resolution data report	358433	26 Aug 2025 10:29 (AEST)	DataC TestC	Completed
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### **Appendix 2: Machine-readable headers**

#### **Key points**

Firms must use the machine-readable headers in this section when submitting their IDR data to ASIC.

If firms do not use these exact headers, their data file will not pass the first stage of ASIC's automatic data validation process.

Table 20: Machine-readable headers for data elements in the IDR data dictionary

Data element number	Data element name	Machine-readable header
1	Financial firm's complaint unique identifier	ComplaintUniqueID
2	Name of brand or superannuation fund that the complaint is about	ComplaintProduct
3	Complainant type	ComplainantType
4	Complainant gender	ComplainantGender
5	Complainant age	ComplainantAgeGroup
6	Complainant postcode	ComplainantPostcode
7	Complaint status	ComplaintStatus
8	Complaint channel	ComplaintChannel
9	Date received	DateReceived
10	Date closed	DateClosed
11	Number of days taken to resolve the complaint	DaysOpen
12	Is the complaint about the authorised representative of an AFS licensee or an authorised credit representative?	ComplaintAboutRep
13a	Product or service (a)	ProductOrServiceA
13b	Product or service (b)	ProductOrServiceB
13c	Product or service (c)	ProductOrServiceC
14a	Complaint issue (a)	ComplaintIssueA
14b	Complaint issue (b)	ComplaintIssueB
14c	Complaint issue (c)	ComplaintIssueC

Data element number	Data element name	Machine-readable header
15a	Complaint outcome (a)	ComplaintOutcomeA
15b	Complaint outcome (b)	ComplaintOutcomeB
15c	Complaint outcome (c)	ComplaintOutcomeC
16	Monetary remedy	CompensationAmount

## **Appendix 3: Submission checklist**

#### **Key points**

This checklist addresses the most common reasons that IDR data files will fail ASIC's automatic data validation process.

Use this checklist before submitting IDR data, and when remedying errors that are identified in an error file.

Table 21: Submission checklist

Number and topic		Description	
1	File integrity	Ensure that the data file is free of viruses and/or malware before uploading	
2	File type	Ensure that the data file is a CSV (comma separated values) file	
3	File size	Ensure that the data file is not larger than 100 MB	
4	File name	Ensure that the data file name does not contain any of these special characters:	
		`~!@#\$%^&*()+=[{}] \:;"'<,.>?/	
		Note: A full stop in the filename extension (in this case, the '.csv') is acceptable.	
5	Machine-readable	Ensure that:	
	headers	<ul> <li>the first row of the data file sets out the machine-readable headers exactly as stated in Appendix 2;</li> </ul>	
		the headers are in the correct order;	
		the file only contains 22 columns;	
		<ul> <li>the column headers are spelled correctly and written with no spaces—including no spaces after each column header; and</li> </ul>	
		there are no blank columns or duplicate columns.	
		See the 'IDR data reporting Excel template' spreadsheet if required (download from the 'Internal dispute resolution data reporting' page on the ASIC website). This is pre-filled with the correct machine-readable headers and can be used by financial firms to check that their own headers have been correctly entered.	

#### **Number and topic** Description 6 Blank cells-Ensure there is no data (including 'blank' cells) outside the 22 columns with Additional columns machine-readable headers (as set out in Appendix 2). In Excel, if data is deleted from a cell using the 'Delete' key, without deleting the whole column or row, this makes the cell 'blank'. It is not immediately visible in Excel; however, it may be seen in Notepad as additional commas (,) at the end of the row. To ensure there are no 'blank' cells beyond the 22 columns, you can: · click the single letter label of the first unused column (this should always be the 23rd column—'W') so that this entire column is highlighted; • press Ctrl + Shift + Right Arrow (this will highlight all the unused columns in the file); and • right-click the highlighted cells and select the 'Delete' option. 7 Blank cells-Ensure there are no blank rows of data at the end of the file. Additional rows To ensure there are no 'blank' rows below your last row of data, you can: click the number label of the first unused row below your data (this number will differ depending on how many rows of complaints you are reporting) so that this entire row is highlighted; press Ctrl + Shift + Down Arrow (this will highlight all the unused rows in the file); right-click the highlighted cells and select the 'Delete' option. 8 Data validation— Ensure the entered data adheres to the IDR data dictionary: see Section B. The General adherance data must: · follow the mandatory, optional and conditional business rules; · be in the acceptable format; and • match the acceptable list values specified for each column. a Data validation— Ensure that, across all rows, the ComplaintUniqueID column does not have Duplication duplicate values. Ensure that, in a single row (i.e. for a single complaint), the following columns do not have duplicate values: • ProductOrServiceA, ProductOrServiceB and ProductOrServiceC (except for '999' which can be recorded for both ProductOrServiceB and ProductOrServiceC); ComplaintIssueA, ComplaintIssueB and ComplaintIssueC (except for '999' which can be recorded for both ComplaintIssueB and ComplaintIssueC); and • ComplaintOutcomeA, ComplaintOutcomeB and ComplaintOutcomeC (except for '999' which can be recorded for both ComplaintOutcomeB and ComplaintOutcomeC). See the first tab of the 'IDR data validation rules examples' spreadsheet (download from the 'Internal dispute resolution data reporting' page on the ASIC

website). This tab provides a practical demonstration of these duplicate rules in

action, using examples of line-item complaints data.

Number and topic		Description
10	Data validation— Conditional	Ensure that all of the conditional logic in Table 22 has been followed.
	business rules	See the second tab of the 'IDR data validation rules examples' spreadsheet (download from the 'Internal dispute resolution data reporting' page on the ASIC website). This tab provides a practical demonstration of the conditional rules in
		action, using examples of line-item complaints data.

#### Table 22: Conditional business rules

This table summarises the conditional logic that must be followed to pass deep validation. 'Must be blank' indicates that the cell must be left blank. 'Must not be blank' indicates that the cell must be filled in.

Machine-readable header	Must be	Must not be
ComplainantGender	Blank when ComplainantType is not 1	Blank when ComplainantType is 1
ComplainantAgeGroup	Blank when ComplainantType is not 1	Blank when ComplainantType is 1
DateClosed	Blank when ComplaintStatus is not 2	Blank when ComplaintStatus is 2
DaysOpen	Blank when ComplaintStatus is not 2	Not applicable because this is an optional field (i.e. there are no circumstances where a firm must provide this information)
ComplaintOutcomeA	Blank when ComplaintStatus is not 2	Blank when ComplaintStatus is 2
ComplaintOutcomeB	Blank when ComplaintStatus is not 2	Blank when ComplaintStatus is 2
	<b>999</b> when ComplaintOutcomeA <b>is</b> 6, 7 or 8	
ComplaintOutcomeC	Blank when ComplaintStatus is not 2	Blank when ComplaintStatus is 2
	<b>999</b> when ComplaintOutcomeA <b>is</b> 6, 7 or 8	
CompensationAmount	Blank when all of	Blank when any of
	ComplaintOutcomeA,	ComplaintOutcomeA,
	ComplaintOutcomeB and	ComplaintOutcomeB or
	ComplaintOutcomeC are not 2	ComplaintOutcomeC are 2

Table 23: Enhanced deep validation rules

Machine-readable header	Description
ComplainantPostcode	Data in this field should be either:  • a valid 4-digit Australian postcode; or  • 'Overseas' or 'Not applicable'.

Machine-readable header	Description
DateReceived	<ul> <li>Data in this field:</li> <li>should not be blank;</li> <li>should not have an invalid date (for example, 31/02/2025); and</li> <li>should be after 01/07/2022 (start of IDR collection).</li> </ul>
DateClosed	Data in this field:  should not have an invalid date (for example, 31/02/2025).
DaysOpen	If there is a value in this field, then:  • it should not be a negative value (less than 0).
CompensationAmount	If there is a value in this field, it should not:  • include separators such as points (.) or commas (,); or  • include special characters, for example (\$).

# **Key terms**

Term	Meaning in this document
AFCA	Australian Financial Complaints Authority—the EDR scheme for which an authorisation under Pt 7.10A of the Corporations Act is in force
AFCA Act	Treasury Laws Amendment (Putting Consumers First— Establishment of the Australian Financial Complaints Authority) Act 2018
AFS licence	An Australian financial services licence under s913B of the Corporations Act that authorises a person who carries on a financial services business to provide financial services
	Note: This is a definition contained in s761A.
AFS licensee	A person who holds an AFS licence under s913B of the Corporations Act
APRA	Australian Prudential Regulation Authority
ASIC	Australian Securities and Investments Commission
ASIC Instrument 2022/205	ASIC Corporations (Internal Dispute Resolution Data Reporting) Instrument 2022/205
Corporations Act	Corporations Act 2001, including regulations made for the purposes of that Act
credit licence	An Australian credit licence under s35 of the National Credit Act that authorises a licensee to engage in particular credit activities
credit licensee	A person who holds a credit licence under s35 of the National Credit Act
EDR	External dispute resolution. See also 'AFCA'
financial service	Has the meaning given in Div 4 of Pt 7.1 of the Corporations Act
IDR	Internal dispute resolution
IDR data file	A CSV file containing a financial firm's IDR data
IDR procedure	The internal dispute resolution procedures that meet the requirements and standards made and approved by ASIC under RG 271 and ASIC Corporations, Credit and Superannuation (Internal Dispute Resolution) Instrument 2020/98

Term	Meaning in this document
IDR report	A submission of IDR data (in accordance with ASIC Instrument 2022/205) through ASIC's Regulatory Portal, being either an IDR data file or a nil submission
licence	An AFS licence or credit licence
licensee	An AFS licensee or credit licensee
managed investment scheme	Has the meaning given in s9 of the Corporations Act
National Credit Act	National Consumer Credit Protection Act 2009
nil submission	An IDR report for a financial firm with no complaints in the reporting period
reporting period	A period of 6 months, ending on 30 June or 31 December
submission window	The two calendar months after the end of a reporting period, in which financial firms must submit their IDR report to ASIC