

more
than
money



Get to know your **NAB StraightUp Card**

**NAB StraightUp Card Terms and Conditions
and other important documents**

Effective 18 April 2024



Hello & welcome

Before you use your NAB StraightUp card, start here

Thanks for choosing our NAB StraightUp Card. We want to work with you to make sure you're getting the most out of your new NAB StraightUp Card – which is where this document comes in.

When it comes down to it, getting a credit card with a bank is essentially an agreement between you and us. This document outlines the terms and conditions of that agreement, along with our commitment to you. Sometimes, we'll refer to our terms and conditions as 'T&Cs'.

We've tried to make these terms and conditions as clear and simple as can be and much easier to navigate. That way, you'll know exactly what's involved with your credit card, and exactly what our responsibilities are to each other.

With no interest, a simple monthly credit fee and predictable minimum repayments, we hope you're ready to start enjoying the benefits of your new NAB StraightUp Card.

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Let's start with our agreement with each other

We've set out the terms of your agreement with us in this document. It does not contain all of the financial information we are required to tell you about your NAB StraightUp Card – you can find the rest in your offer details. Your offer details sets out important financial information specific to your card – such as the credit limit, minimum payments and monthly credit fees. You'll accept the terms of our agreement when you use your card (including digitally) or transact on your account for the first time. Like any agreement, it's a legally binding agreement for both you and us.

The Banking Code of Practice

The Banking Code of Practice applies to this agreement and provides safeguards and protections for customers like you, and in some areas set higher standards than the law. It also sets out the principles that will guide us in our decision-making when providing services – including being fair, responsible and accountable in our dealings with you, and acting with honesty and integrity.

You can access a copy from the Australian Banking Association's website, from our website nab.com.au or by asking us for a copy at any of our branches.

additional terms and conditions apply

We'll refer to these collectively as 'additional terms and conditions'. You can read these additional terms and conditions at nab.com.au. If any of the additional terms and conditions conflict with the terms in this agreement, the additional terms and conditions will prevail to the extent of the inconsistency.

Some additional terms and conditions may also apply when you use your card or your account with an extra facility, including:

Electronic banking: if you use your card or your account for electronic banking (which includes using ATMs, EFTPOS, contactless transactions and other electronic equipment and entering your credit card details online), the NAB Electronic Banking (card based) terms and conditions will apply;

NAB Internet Banking or NAB Telephone Banking: if you use your card or your account for NAB Internet Banking (including the NAB app) or NAB Telephone Banking, the terms and conditions for those services will apply to your use of those services; and

Other accounts you link to your card: if you link your card to other accounts you have with us (for example, a transaction account), the terms and conditions for those other accounts will apply when you use your card with those other accounts.



How your NAB StraightUp Card works



Learn more about monthly credit fees, payments and statements for your NAB StraightUp Card.

1 How you can use your Account and your card

1.1 Your account

You must use your account mostly for your private, domestic and household use.

Your account must not be used in ways that break the laws of Australia or another country where you use your card or use your account. At times, we may ask you reasonable questions about your circumstances, including about how you use your account or your transactions.

1.2 Your card

You're responsible for any card that's issued to you. This includes keeping the card safe and making sure it is only used by you. You can find out more about what happens if you lose a card, a card is stolen, or if you're concerned that you didn't make a transaction, in Sections 6 and 7.

You may transact on your account until the expiry date shown on your card.

Some merchants or financial institutions may not accept your card. We aren't responsible if they choose not to.

There may be limits for how much you can spend when making purchases using a contactless reader without a PIN (tapping your card). We'll notify you of these limits when you receive your card.

If you provide your card details to a merchant (for example, where you set up a recurring payment), the merchant may be given updated card details when the card details are changed (such as when we issue a replacement card) if the merchant participates in an account updater service. You should check with the merchant to confirm if they participate. You may request to opt-out of the automatic update of card details by contacting us.

1.3 Ways you can and can't transact

There are different types of transactions that can happen as you use your card or account:

Transactions that are allowed on your account



Purchases

Most transactions for goods and services are considered purchases including buying a coffee, paying for a haircut or buying a service online (this could also include using BPAY® services).

Transactions that aren't allowed on your account



Cash advances and gambling transactions are blocked

Cash advances and gambling transactions from your account are not generally permitted. But if (for whatever reason) we're unable to identify a cash advance or gambling transaction – and we allow your transaction to occur – it will be treated as a purchase.

For example, this may happen in limited circumstances if certain merchants are not identified as gambling merchants, where our systems are down or the merchant terminal is unable to obtain online authorisations.

You can find out more about these blocks on nab.com.au



Balance transfers are not permitted

Balance transfers on your account are not permitted. A balance transfer is where you use your account to pay an amount owed on a credit card at another financial institution.

1.4 Fees you'll pay



Monthly credit fees

You may pay monthly credit fees under our agreement. These will be charged to your account – you'll find more on this in Section 2.

1.5 How transactions work with your account

You agree that we'll charge your account for the amount of each transaction made when you use your card or your account, as well as the amount of the monthly credit fees payable under our agreement. You must pay the amounts we charge to your account at the times, and in the amounts, described in your agreement with us.

The amount you're charged for a purchase transaction is what's shown on a receipt (or similar proof of transaction).

We may assign any date we reasonably consider to be appropriate for any charge to your account or any amount that reduces your outstanding balance (for example, a refund or payment). We may also change the amount or date of any of those charges or reductions – for example, when we need to make a correction. We'll always do this in compliance with the relevant law and so that a charge to your account is never made earlier than the date the relevant transaction occurred.

1.6 How your credit limit operates

Your credit limit is a cap on how high the outstanding balance on your account can go. How much credit is available to you is whatever your credit limit is – minus the outstanding balance and any transactions which have been made, but not yet added, to your outstanding balance.

Here are some important things to understand about your credit limit:

- Your credit limit will determine the amount of the monthly credit fee and minimum monthly repayment amount you will pay. This information is shown in your offer details and is also available on nab.com.au.
- When you apply for your card you can request a preferred credit limit from one of the options specified during the application process. These credit limit amounts are also available on nab.com.au.
- We won't give you a limit that's more than what you've requested – and you'll see the agreed amount in your offer details.
- Once your account has been opened, you can request a limit anywhere between the minimum credit limit and maximum credit limit applicable to the NAB StraightUp Card. These minimum and maximum credit limit amounts are available on nab.com.au and are also set out in your offer details (which are current as at the date specified in your offer details).
- There are more details on how to request an increase or decrease to your credit limit in Section 9.
- We may allow you to temporarily exceed your credit limit – if that happens, this excess amount may form part of the total minimum payment shown in your next statement. We'll take reasonable steps to let you know the first time you exceed your credit limit in a statement period, but might not if you repay the excess amount within 2 business days.

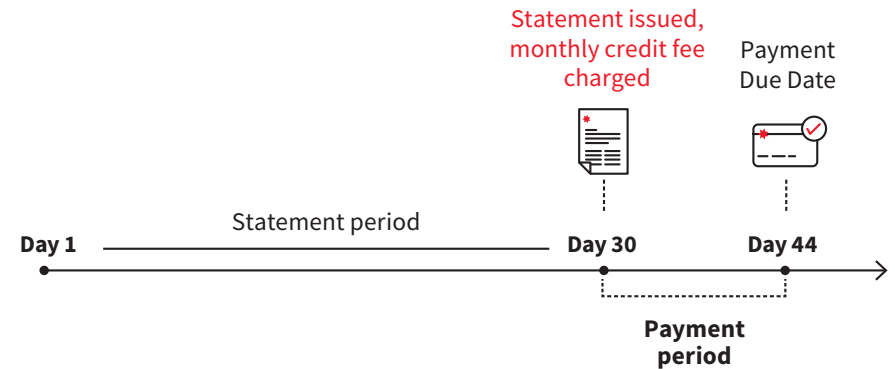
1.7 No interest

The NAB StraightUp Card has no interest charges. The annual interest rate is zero percent. This means you'll never be charged interest on your account because when we apply an annual interest rate of zero percent to your outstanding balance it results in no interest charges.

2 How the monthly credit fee works

This section describes when and how we calculate and charge the monthly credit fee on your account. You'll see references to a **statement period** throughout – which refers to the set period of time we use to record activity on your account (usually 30 days, and usually ending on the same day each month).

2.1 Monthly credit fees



The monthly credit fees we'll apply to your account are shown in your offer details and are determined by the amount of your approved credit limit at the end of a statement period. You can also find this information on nab.com.au.

We'll reverse your monthly credit fee if you have an outstanding balance of zero during the entire statement period (after allowing for any reversed monthly credit fee) and don't use your card, or make any purchases, during the statement period.

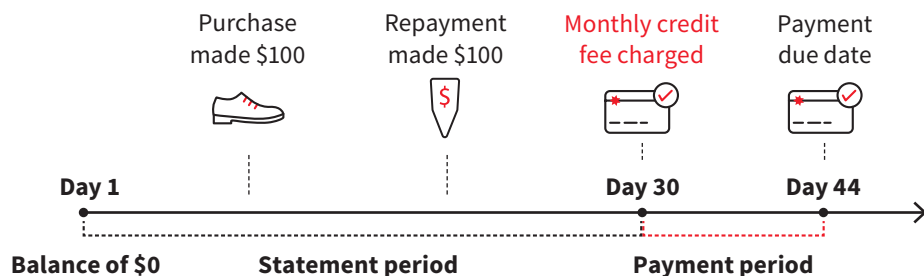
On the following page we'll demonstrate scenarios where your monthly credit fee is charged, or charged and reversed, depending on your outstanding balance and if any purchases were made in the statement period. We also explain how you can reduce your monthly credit fee by reducing your credit limit.

Example 1 – Reducing monthly credit fee by reducing credit limit

In the following example, Mary starts out with a credit limit of \$3,000. Her monthly credit fee is \$20. She has an outstanding balance of \$500 and reduces her credit limit to \$1,000 during the statement period. Her monthly credit fee for that statement period is reduced to \$10. Additionally, Mary should keep in mind that if she requests to increase her credit limit later, NAB may not agree to her request.

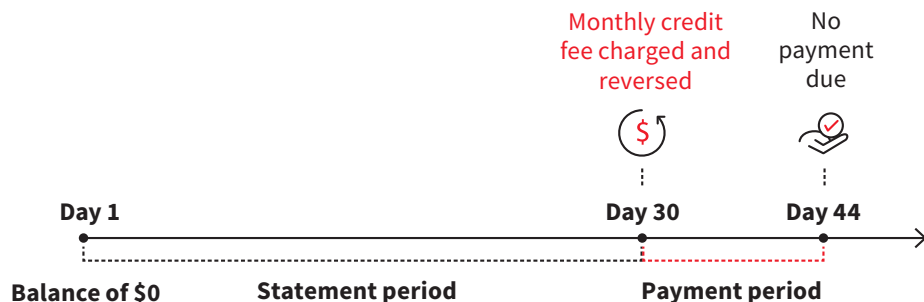
Example 2 – Zero outstanding balance, purchases made

In the following example, Tom starts out with a balance of zero. He buys a pair of shoes for \$100, but pays it back before the end of the statement period. His purchase balance is back to zero at the end of the statement period but, because he made a purchase, the monthly credit fee will be charged. Additionally, as his card has an outstanding balance at the end of the statement period (because of the charging of the monthly credit fee), a repayment will be payable on the payment due date.



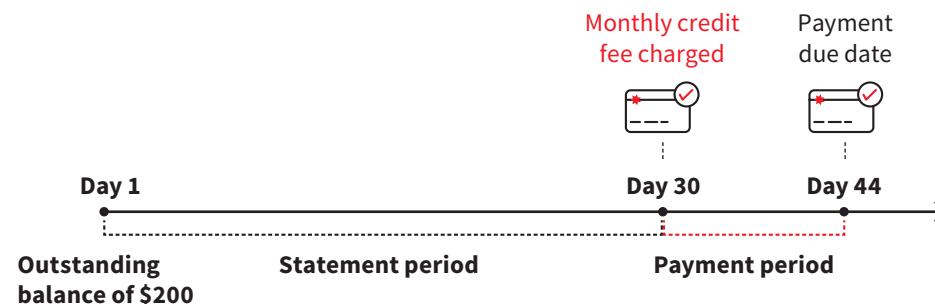
Example 3 – Zero outstanding balance, no purchases made

In the following example, Lin starts out with a balance of zero. She makes no purchases over the statement period. Because her balance was zero for the statement period, and no purchases were made on her card, the monthly credit fee will be charged but then reversed. Additionally, because her balance at the end of the statement period is zero, no repayment is payable on the due date.



Example 4 – Outstanding balance, no purchases made

In the following example, Faisal starts out with a balance of \$200. He makes no purchases or payments towards that balance over the statement period (although he does make the total minimum repayment by the due date shown on his previous statement). Because his card has an outstanding balance the monthly credit fee will be charged. Additionally, because his card has an outstanding balance at the end of the statement period, a repayment will be payable on the payment due date.



If we change or introduce new fees or charges, we'll communicate with you as described in Section 13. We may also decide to delay any fees or charges – or not charge you at all. An example of when we may do this is to assist you if you fall into financial difficulty.

Information on our standard fees and charges is available on nab.com.au and on request.

3 How to understand your statement

3.1 Your credit card statement

Your statement shows all of the activity on your account for a period of time (usually 30 days, and usually ends on the same day of each month). This period of time is called your statement period. Your statement also contains information on how much money you owe us and how much you need to pay by the due date. We'll send you a statement at the end of a statement period, except when it's not required by law. You can also access these statements electronically on the NAB app and NAB Internet Banking.

3.2 Making sense of your credit card statement

On the first page of your statement you'll find information about your account, a summary of the charges to your account over the statement period, the amount you owe us and the total minimum payment you must make (which you'll find more information about on the following page). You'll also find a list of transactions – along with the monthly credit fee applied to your account for the statement period.

Your statement will show the following amounts

Total minimum payment	The minimum amount you're required to pay by the due date. We've described how it's calculated on the following page. You must pay at least this amount by the due date.
Closing balance	The total amount you owe us at the end of the statement period.

3.3 What to do when you get your statement

1. Check your transaction history

It's important to check your statement carefully as soon as you receive it. Get in touch with us if you find anything you disagree with or need to dispute a transaction. Make sure you check Section 7 as well, as there are time restrictions for lodging a transaction dispute.

You can contact us using any of the ways shown at the back of this document.

2. Pay at least the total minimum payment by the due date

Not making the total minimum payment by the due date could lead to your card or account being suspended. Late or missed payments could also show up on your credit report, along with any default or serious credit infringements. You can see how we calculate your total minimum payment in Section 3.4 on the following page.

3. Consider paying more than the total minimum payment

On your statement, you can see how long it will take you to pay off your closing balance if you're only repaying the minimum payment. However, if you would like to pay off your NAB StraightUp Card sooner, you should pay more than the total minimum payment.

Keep in mind

You can make additional payments during a statement period – but this won't be counted as a payment of the total minimum payment that you'll see in your statement at the end of that statement period.

This means:

- You will still need to pay the total minimum payment by the due date shown in your statement – regardless of how many additional payments you've made before that statement period ends.
- You should always consider whether you'll have sufficient funds to make future total minimum payments before making any additional payments.

However, if you reduce your outstanding balance to \$0, you may also be able to avoid ongoing monthly credit fees and the need to make a repayment while the outstanding balance remains at \$0. We've described how this can happen in Section 2.1.

3.4 How your total minimum payment is calculated

The following amounts are added together to calculate the total minimum payment you see in your statement at the end of each statement period:

Monthly payment

If your closing balance is less than the minimum monthly repayment amount, then your monthly payment is your closing balance.

Otherwise, your monthly payment is the minimum monthly repayment amount. Your minimum monthly repayment amount is a fixed amount determined by the amount of your approved credit limit at the end of a statement period. You can find the minimum monthly repayment amounts in your offer details and on nab.com.au.

You can reduce the minimum monthly repayment amount by reducing your credit limit as explained in section 9.1. Keep in mind, if you request to increase your credit limit later, we may not agree to your request.

We may change the minimum monthly repayment amount referred to above or the way we calculate the monthly payment and, if we do, we will notify you in accordance with clause 13.

REMEMBER

The total minimum payment always needs to be paid by the due date shown in your statement.

Past due or overlimit amount

A past due amount is any amount you had to pay in your previous statement period, but did not.

An overlimit amount is the amount of your closing balance that's above your credit limit.

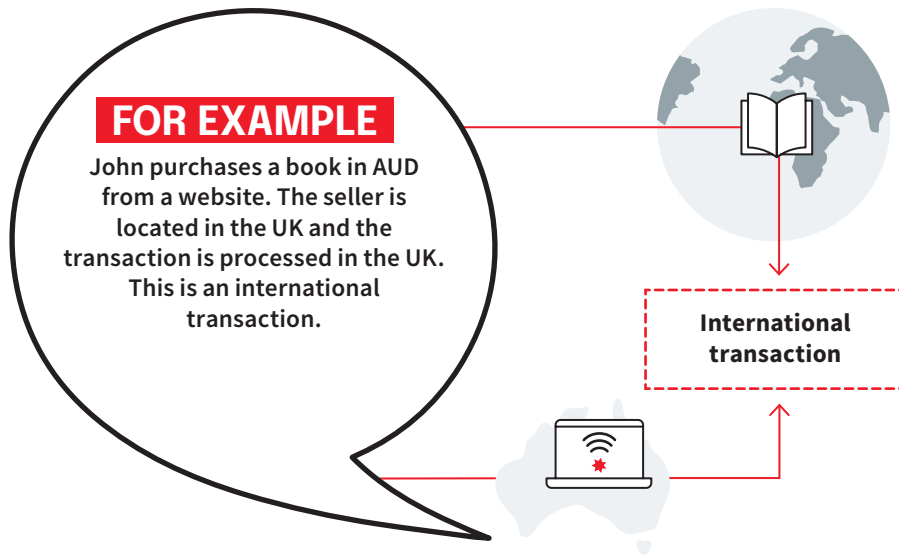
If you have one of these, it will be included in your total minimum payment and will need to be paid straight away to fix up your account. If you have both, the higher of the two amounts will be included in the total minimum payment to be paid.

3.5 International transactions

This section deals with **international transactions**.

This will be relevant for you if you:

- use a card overseas; or
- use your account in Australia but the goods or service provider (commonly referred to as a 'merchant'), financial institution or entity processing the transaction is located outside Australia.



Exchange rates

Where you have an international transaction, the amount we charge to your account will always be in Australian dollars – no matter which currency you pay in. The exchange rate used to calculate the amount of Australian dollars will depend on the currency you decide to pay in.

If you decide to pay in:	The exchange rate will be:
Australian dollars	The rate used by the merchant to convert the foreign currency amount into Australian dollars
A foreign currency	A rate: <ul style="list-style-type: none">• selected by Visa from the range of rates available in wholesale currency markets for the applicable processing date; or• mandated by a government or government body which is in effect for the applicable processing date

If you receive a refund for an international transaction, the refund amount will be calculated by Visa or the merchant using the exchange rate on the date the refund is processed. This may be different to the exchange rate used when you made the transaction – which means the refund you're given in Australian dollars could be more or less than the Australian dollar purchase amount.

When international transactions may be declined

Sometimes we may decline international transactions or we may impose limits on international transactions, including in order to comply with the laws of Australia or another country or to protect you or us from loss or to manage risk.



4 How to make a payment to us

4.1 How you can make your payment

Payments must be made in Australian dollars and received by us by the due date shown on your statement. If you make a payment on a non-business day, it may be processed and treated as received on the next business day.

You can choose to:



use the NAB app, NAB Internet Banking, NAB Telephone Banking or any other payment option we make available – make sure you check **nab.com.au** for any cut-off times, as a payment made after these cut-off times may be treated as being received by us on the next business day



set up a direct debit from another NAB account or an account from another bank – we process direct debit payments on the due date



BPAY® from a bank or financial institution other than NAB – keep in mind it may take up to 2 business days for BPAY payments to be received by us



pay at any NAB branch, or Australia Post outlets (Bank@Post), during their opening hours

4.2 How we apply your payment to your account

Once we receive your payment, we'll apply your payment to reduce your outstanding balance (or increase any deposit balance you may have).

This is done by:

1. Taking all amounts which make up your closing balance on your most recent statement and applying your payment to reduce these amounts which remain unpaid.
2. If any part of your payment remains available, we'll apply the remaining part of your payment to reduce the amounts added to your outstanding balance since the most recent statement which remain unpaid.
3. If any part of your payment still remains available, this will form part of your deposit balance. If you have a deposit balance, it will be applied to pay any amount charged to your account as soon as that amount is charged. We won't pay interest on any deposit balance.

We may need to wait until your payment clears before we reduce your outstanding balance (for example, where you make a payment by cheque or direct debit payment).

Dishonoured payments

If a payment doesn't clear (for example, where you make a payment by cheque or direct debit and the cheque is not honoured or we don't receive value for the direct debit), we'll reverse your payment amount (as a dishonoured payment) and the amount of the reversal will be treated as a purchase.

5 How we communicate with each other

We may need to send each other communications from time to time. We call these 'notices' – and they include offer details, terms and conditions, statements, notices about your account or changes to our agreement, or other documents and communications.

You can give us notice – and we can give the same to you – in the ways described 'In writing' on the following page. In addition, we can give you notice by the 'By publication' method described on page 21.

In writing



In Person

We can give each other notices at a NAB branch or registered office.

We consider the notice received on the date on the notice or the date it's handed over, whichever is later.



By Post

We may send you a notice by post to your postal address recorded on our file – so, let us know if your postal address changes. Sometimes, a notice may be a message in your statement.

If you would like to send us a notice by post, our mailing address is:

Consumer and Commercial Cards

GPO Box 9992
Melbourne VIC 3001

We consider the notice received on the date on the notice or when it would have been delivered in the ordinary course of post, whichever is later.



Electronic Communication

We can communicate with each other by providing notices by electronic methods (as permitted by law). These methods may include: email, SMS, a message in your statement, or through NAB Internet Banking or the NAB app.

If we communicate with you by email or SMS, we will use the email address or mobile phone number recorded on our file. If you communicate with us by email or SMS, you will need to use an email address or mobile phone number we provided for you to use for that specific purpose.

We consider the notice received on the date on the notice or when it reaches the addressee's electronic address, whichever is later.

By publication



We may publish notices electronically and notify you that we have done this.

This includes publishing the notice in NAB Internet Banking, the NAB app, in your statement or on our website, in which case we will usually let you know by SMS or email that the notice is available to view.

We consider the notice received when we let you know that the notice is available for viewing.

We may notify you of changes to fees and charges by publishing a notice electronically, without letting you know by SMS or email (e.g. on our website or through NAB Internet Banking or the NAB app). We'll follow any regulatory rules in place when we do this. We consider the notice received when it's available to view.

You'll need to regularly check your electronic communication for any notices we've sent you – and let us know if you change your contact details, such as your email address or mobile phone number.





How to manage your NAB StraightUp Card and resolve issues

NEED TO CONTACT US?

You can find all of the ways to get in touch at the back of this document.

Find out what to do when your circumstances change or things don't go to plan.

6 If your card is lost or stolen

Let us know straight away by calling the number shown at the back of this document for 'Lost/stolen card reporting' – or through NAB Internet Banking, the NAB app or visiting a branch near you.

You may be responsible for unauthorised transactions made by any person that isn't you before you've told us that the card has been lost or stolen, even where those transactions are processed after you've told us. This may include where you contribute to the loss by keeping your PIN or password in your wallet or you unreasonably delay telling us about the event. This is why it's important to let us know quickly.

Your liability for unauthorised transactions will depend on the type of transaction that was made:

- If the transaction was made through an extra facility (for example, electronic banking or a transaction account linked to your card) – the additional terms and conditions that apply to that extra facility will set out whether or not you are responsible for the unauthorised transaction; or
- If the transaction was not made through an extra facility as explained above – your responsibility for unauthorised transactions will be limited to \$150.

Once you tell us about a lost or stolen card, we'll block that card. Keep in mind that you'll continue to be responsible for any purchases you make.

Remember – extra facilities and the additional terms and conditions that apply to them are described in more detail in the section titled 'Additional Terms and Conditions apply' on page 6.



7 If you notice unusual transactions or would like to dispute a transaction

If you believe your card is being used for unauthorised transactions, let us know straight away by calling us on the number shown at the back of this document under 'Call Us' or by visiting a branch near you.

You can request that we place a block on the card by getting in touch with us, or in the NAB app or NAB Internet Banking. We may also decide to block your card. The consequences of us doing so are described in Section 10.

You can also dispute unauthorised transactions or any other transaction on your account that doesn't seem right. Keep in mind, you will need to dispute some transactions directly with the merchant.

What transactions can you dispute?

Examples of transactions you can dispute with NAB

- If you see a transaction on your statement that you believe you did not make
- If you believe you were charged the incorrect amount for a transaction
- If a transaction appears incorrectly on your statement or more than once

When you'll need to deal directly with a merchant

- If you've made a transaction on your account but wish to stop the payment. This is because using your account is a direction to us to make the payment straight away, which we can't change. If you want to reverse it, you'll need to agree on this with the merchant
- If you've authorised a recurring payment to be paid from your account, you'll need to get the merchant to cancel future payments

Let us know about disputed transactions straight away

You can visit NAB Internet Banking, the NAB app or a branch near you to do this. You can also call us on the number shown at the back of this document under 'Call Us'.

If your dispute is general (for example, you believe you were charged the incorrect amount for a transaction), as long as you tell us within 75 days after the transaction date on your receipt or statement, we'll look into the disputed transaction on your behalf under the card scheme rules. After this and subject to our obligations under the ePayments Code, we might not be able to do so – and you could be responsible for the loss on any disputed transaction.

If your dispute is about an unauthorised transaction (for example, if you see a transaction on your statement that you believe you did not make), we'll look into it in line with our obligations in the ePayments Code.

We may ask you a few questions or get some extra information from you to help with this (which may need to be in writing).

You won't be responsible for transactions that you didn't make where it's clear that you didn't contribute to the loss. However, you may be responsible if you did contribute to the loss – for example, if you share your PIN with a friend, or you unreasonably delay telling us about the unauthorised transaction.

If the transaction was made through an extra facility (for example, electronic banking or a transaction account linked to your card), the additional terms and conditions that apply to that extra facility will set out whether or not you are responsible for and how to resolve a disputed transaction. But it's important that you tell us as soon as possible.

Remember – extra facilities and the additional terms and conditions that apply to them are described in more detail in the section titled 'Additional Terms and Conditions apply' on page 6.



Once you dispute a transaction, we'll either:

- credit the relevant amount back into your account if we find you've been incorrectly charged – and haven't contributed to the loss (an example of where you may contribute to the loss is if you tell someone your PIN or password); or
- accept the merchant's refusal to make the refund if this is allowed under the relevant card scheme rules.

We'll action this quickly, but more complex cases can take longer. Either way, we'll notify you of the outcome in writing.

While we're looking into the transaction, you're responsible for all other purchases made on your account.

8 If you get a refund from a merchant or from us

On occasion, you may receive a refund or credit to your account from us or a merchant. For example, this could be for goods or services you've purchased and then returned or where you have successfully disputed a transaction. There may also be situations where we need to refund a fee or charge to you – for example, where an error or adjustment has been made.

8.1 How we'll refund your account

How we apply a refund is different to how we apply payments.

When you get a refund, we'll apply it to your account to reduce your outstanding balance. A refund is not treated as a payment by you. This means you must still pay us the total minimum payment shown in your most recent statement by the due date, regardless of the value of any refund on your account. The only exception to this is where the refund is processed before the due date shown in your statement and reduces the outstanding balance on the due date below the total minimum payment – if this occurs, you must pay us the reduced outstanding balance on the due date.

8.2 What if your refund is equal to, or more than, your outstanding balance?

We'll apply it to your account in full, so that you'll have a zero or deposit balance. If you have a deposit balance, it will be applied to pay any amount charged to your account as soon as that amount is charged. We won't pay interest on any deposit balance.

8.3 What if your refund is less than your outstanding balance?

How we apply it to your account will depend on the type of transaction, which we've outlined in the table on the following page. This may mean that your refund isn't applied against the specific transaction to which it relates.

Order of application	Refund is of a purchase transaction	Refund is of any other amount
1	Reduce purchase transactions that haven't appeared on a statement	Reduce monthly credit fees that appear on a statement
2	Reduce purchase transactions that have appeared on a statement	Reduce purchase transactions that have appeared on a statement
3	Reduce monthly credit fees that appear on a statement	Reduce purchase transactions that haven't appeared on a statement
4	Reduce monthly credit fees that haven't appeared on a statement	Reduce monthly credit fees that haven't appeared on a statement
5	Reduce any other amount owing on your account	Reduce any other amount owing on your account

9 If you or we decide to change your credit limit

9.1 How you may reduce your credit limit

You may reduce your credit limit at any time to an amount not less than the minimum credit limit applicable to the NAB StraightUp Card. You can decide to do so for any reason, including if you consider that your existing credit limit is no longer appropriate for your needs – or is more than you can manage without financial difficulty.

You can reduce your credit limit online in NAB Internet Banking or the NAB app, or by calling us on the number shown at the back of this document under 'Call Us'.

Keep in mind, you'll first need to pay us any amount that's owing above the new limit you've asked for.

9.2 Increasing your credit limit

We'll only ever increase your credit limit if you ask us to do so. We will consider your request and may, or may not, agree to your request. If we do not agree to your request, we will let you know in writing as soon as practicable after deciding this.

Increasing your credit limit means you can borrow more money from us, and there may be an increase to the monthly credit fee and your minimum monthly repayment. Before requesting an increase to your credit limit, you should consider whether you need an increase and whether you'll be able to service the increased limit without financial difficulty. Keep in mind, we won't agree to a credit limit more than the maximum credit limit applicable to the NAB StraightUp Card.

The maximum and minimum credit limits applicable to the NAB StraightUp Card are available on nab.com.au and are also set out in your offer details (which are current as at the date specified in your offer details).

9.3 When we might reduce your credit limit without your permission

There are some cases where we might reduce your credit limit without your permission – including:

1. if you've defaulted on our agreement;
2. where we have good reason to believe that your existing credit limit is more than you can manage without financial difficulty;
3. where your account is inactive; or
4. to manage a risk, including to prevent a potential fraud or scam.

Where we reduce your credit limit to avoid or reduce material losses, or manage a risk, including a material and immediate risk (which may include the circumstances described in paragraphs 1, 2 and 4 above), we may not give you notice (or we may give you less than 30 days' notice). We won't reduce your credit limit to an amount that is less than your outstanding balance.

Where we do not give you notice in advance, we will let you know in writing as soon as practicable after doing this (unless you are in default under our agreement). In other circumstances, we will give you 30 days' notice in writing.

Once we have reduced your credit limit, we may decline any transactions that would cause your outstanding balance to go back over the new limit. You're welcome to close your account if you're not happy with the reduced credit limit. See Section 11.

10 If we decide to block your card or your account

10.1 When we might block your card or your account

We will block the use of your card:

- a. if you tell us that your card is lost or stolen, in the way described in Section 6; or
- b. if we have reason to believe that the card is being used for unauthorised or potentially unlawful activity (including if you report this to us, in the way described in Section 6 and 7).

We may also block the use of your card or your account:

- c. if you're in default under this agreement; or
- d. if you're in default under any other credit agreement you have with us and it is necessary for us to block the use of a card or your account to protect our legitimate interest; or
- e. to protect you, or us, or any other person from potentially fraudulent activity or a scam, or other losses; or
- f. to prevent an anticipated breach of the law of Australia or of any other country; or
- g. to manage any risk; or
- h. where the additional terms and conditions allow.

It may not be possible for us to detect and prevent all transactions referred to in (e) and (f) above. We may take any action or actions under this section for as long as is reasonably required to protect NAB's legitimate business interests and to manage any risk.

If we place a block on:

- i. your card, you won't be able to use your card to transact on your account until the block is removed. Sometimes we may only block you from making certain types of transactions for the reasons in (c) to (h) above; and
- j. your account, you won't be able to use your card to transact on your account until the block is removed.

In any of these cases, any transaction made before we block your card or account will still be charged to your account – even if it's processed and added to your account after.

We'll let you know as soon as practicable after we have placed a block on your card or account (and if appropriate we will give you a general reason for doing so). We'll be reasonable when we decide to block your card or account. We will not be responsible for any loss or damage that you may suffer, unless we've acted with fraud, negligence or misconduct.

10.2 Recurring payments

If you have recurring payments, you'll need to talk to the merchant to suspend or stop them. Depending on how the merchant charges your account, these transactions may still be processed – and you'll still need to pay any amounts charged to your account. You might also be charged a fee by the merchant if they attempt to process a recurring payment and it isn't successful. To avoid this, you should contact the merchant directly.

11 If you or we decide to close your account and cancel your card

11.1 Closing your account

You can close your account (and cancel your card) at any time by:

- a. calling us on the number shown at the back of this document under 'Call Us', by contacting us on NAB Internet Banking; and
- b. paying the whole of the outstanding balance of your account (including any applicable fees and charges) or, if you have a deposit balance, requesting that those amounts be paid to you.

Similarly, we may close your account (and cancel your card) at any time without notice:

- c. if you're in default under this agreement; or
- d. if you're in default under any other credit agreement you have with us and it is necessary for us to close your account to protect our legitimate interest; or
- e. to protect you, or us, from potentially fraudulent activity or a scam or other losses; or
- f. to prevent an anticipated breach of the law of Australia or another country; or
- g. to manage any risk, including our regulatory risk; or
- h. if your account has a deposit balance for a reasonable period; or
- i. where the additional terms and conditions allow.

We will let you know as soon as practicable after we have done this (and if appropriate we will give you a general reason for doing so).

We may also do this for another reason reasonably necessary to protect our legitimate interests (for example, if your account is inactive) – and provide you with 30 days' notice.

11.2 After your account is closed

Your card will be cancelled and can't be used after your account is closed. You'll need to destroy your card (for example, by cutting the card and the chip diagonally in half), while taking reasonable steps to prevent the card number and expiry date of your card from being used.

If you have recurring payments, you'll need to talk to the merchant to suspend or stop them. Depending on how the merchant charges your account, these transactions may still be processed after your account is closed – and you'll still need to pay any amounts charged to your account (including the monthly credit fee). You might also be charged a fee by the merchant if they attempt to process a recurring payment and it isn't successful. To avoid this, you should contact the merchant directly.

If you have a deposit balance on your final statement of account, you can ask us to transfer this to a nominated bank account for you. We will take reasonable steps to do this (unless we reasonably believe that we are unable to because of our regulatory or other legal obligations, for example, to comply with a court order). Alternatively, where the relevant statutory requirements have been met, we may transfer the balance to the Commonwealth Government as unclaimed money.

Our agreement will continue after your account is closed until you pay us the outstanding balance (plus any applicable monthly fee or transactions which you have incurred but which are not yet charged to your account) in full or, if you have a deposit balance, until those amounts are paid to you (unless we can't for the reasons given above).

12 If you're in default or can't meet the requirements under our agreement

When you use your NAB StraightUp Card, you're borrowing money from us unless your account has a deposit balance. This means defaulting on your credit card can have serious consequences.

If you are experiencing financial difficulty and think you may not be able to make repayments, we can help. We encourage you to contact us as soon as possible. We will discuss your situation and the options available to help you. The sooner you contact us, the sooner we can try to help.

You're in default if:

- a. you don't make the payments required under this agreement on time; or
- b. you don't follow the requirements of this agreement and it has a material impact on our legitimate interests; or
- c. any information you give to us in applying for or maintaining your account is false or misleading and it has a material impact on our legitimate interests; or
- d. you become bankrupt or insolvent – or have a receiver or bankruptcy trustee appointed over you or any of your assets; or
- e. you transfer your assets to a creditor.

What happens if you are in default

We know sometimes circumstances change, and we will try and help you manage this. However, if we can't agree, then we'll send you a notice asking you to fix the default, unless we're not required to do so by consumer credit law (for example, if we've made reasonable attempts to find you, but haven't been able to).

Where we give you a notice, we'll specify a period for you to fix the default. This period will be **at least 31 days** from the date of the notice.

The notice will specify how you may fix the default. You should read the notice carefully and follow the instructions in the notice.



What we may do if a default isn't fixed

If you're in default and:

- a. you don't fix the default within the period specified in the notice, or
- b. consumer credit law doesn't require us to wait until that period has expired; or
- c. we don't have to give you notice,

then we may decide to do either (or both) of the following:

- d. ask that you immediately pay to us the outstanding balance of your account (including any applicable fees and charges) and destroy your card; or
- e. take legal action to recover any overdue amounts.

If you're in default, you'll also need to pay us any expenses reasonably incurred or expended by us to enforce this agreement – including any expenses reasonably incurred through our staff and facilities.

13 If we make changes to the terms of our agreement

We may change any of the terms of our agreement without creating a new agreement. We'll tell you about these changes by communicating with you as described in Section 5, except in some scenarios where we may not be required to notify you. The table on the next page outlines the different types of changes we may make, and tells you if you will be notified and when.

You're free to close your account if you're not happy with any changes we make. You can do this by following the procedure in Section 11.

Type of change	When you'll be notified
Changes to repayments (amount or frequency or time for payment of, or a change in method of calculation of, minimum payments), except reducing your repayment	At least 20 days before the change takes effect
Change that reduces your credit limit	At least 30 days before the change takes effect, unless we are allowed to provide less notice or no notice (in which case, we will let you know as soon as practicable after reducing the credit limit unless you are in default under our agreement)
Introducing a new fee or charge, or increasing an existing fee or charge, or changes to the frequency or time for payment of a fee or charge	At least 30 days before the change takes effect
Change any other term of this agreement	At least 30 days before the change takes effect
Change to manage a material and immediate risk if it's reasonable for us to do so; or there is a new or changed government charge in connection with this agreement	If we do need to notify you, we may give you a shorter notice period than the period described elsewhere in this table (for example, reasonably promptly after the government notifies us of the new or changed government charge)
If we reduce your obligations (with the exception of reducing your credit limit, which is described above). For example, if we extend the time to make a repayment or minimum repayment	If we do need to notify you, we will do this before or when your next statement is sent after the change takes effect

Further Terms of our Agreement

We haven't asked you or any other person to provide any form of mortgage, guarantee or other security for your agreement with us. Any security you (or another person) have provided to us (for example, as part of a home loan) won't be applied to this agreement and, in the same way, will not be affected by this agreement.

If law makes a term of this agreement illegal, void or unenforceable, you and we agree that the affected term will be read down so this does not occur. If this can't be done, you and we agree that only the affected term is to be excluded and the rest of this agreement should not be affected.

If this agreement uses the terms 'includes', 'including', 'for example' or similar expressions, anything referred to after those words does not limit what else may be included.

We can't be responsible for additional services offered by third parties which can be used with your account (for example, digital wallets) unless of course in a particular circumstance the law makes us responsible.

Our agreement is governed by the laws of Victoria.

Any court cases involving our agreement can be held in the courts of any State or Territory of Australia with jurisdiction. We'll give any legal protections available to you in the State or Territory in which you live.

Our commitment to be fair

When we exercise a right or discretion under our agreement and any additional terms and conditions (like considering a request you make or deciding whether or not to do something), we'll do it in a way that is fair and reasonable. This includes when we make changes to the product or fees and charges. We can take a range of things into account when exercising our rights and discretions. These can include:

- our legal obligations, industry codes and payment scheme rules and the expectations of our regulators;
- protecting our customers, staff and systems and the personal information we hold;
- what you have told us about yourself and how you will use our products and services (including if it's misleading, incorrect or you haven't provided us with all of the information we reasonably need when asked);

- how our products and services are intended to be used (and how you have used them);
- our public statements, including those relating to protecting vulnerable persons, the environment or sustainability;
- community expectations and any adverse impact on our reputation;
- whether we need to take any action to protect you or another person from a potential fraud or scam; and
- risk management, including sanctions risk management.

Unacceptable Account Conduct

We seek to protect our customers from harm arising from unlawful use of, or financial abuse conducted through, our products. We recognise financial abuse may happen to anyone and can include forms of family and domestic violence or elder abuse.

We will investigate instances where we identify or are made aware that a product is being used in a financially abusive manner, including coercive or controlling behaviour to limit a person's access to or use of funds.

We may reasonably exercise our rights in this contract to block use of your card or account, or not agree to a credit limit increase, if we reasonably consider it appropriate to protect a customer or another person from financial abuse.

If you are concerned about your banking safety call our NAB Customer Support Hub on **1300 308 175** or refer to nab.com.au/bankingsafety



How we define some important words

You might also call it a glossary, definitions, or a list of important words and phrases. Either way, this section can help you make sense of any part of this agreement that feels a little unfamiliar.

Word	Meaning
account	your credit card account
additional terms and conditions	terms and conditions referred to in the section titled 'Additional Terms and Conditions apply' on page 6
business day	a day unless that day is: <ol style="list-style-type: none"> a Saturday or Sunday; or a day gazetted as a public holiday throughout all of Australia. This will not include a day that is only a State, Territory or regional public holiday
cash advance	<ol style="list-style-type: none"> withdrawing cash or transferring money from your account into another account; and other transactions that we consider to be the equivalent of withdrawing cash from your account, including the purchase of travellers cheques, wire transfers or other similar substitutes for cash (such as crypto-currency)
card	your credit card on your account
card scheme	Visa or another card scheme applicable to your card
closing balance	the amount shown as the closing balance of your account on a statement
gambling transaction	making a purchase in a gambling transaction or using money to lay a bet, including any form of gambling transaction with a casino, lottery operator, betting agency or an entity conducting any form of gambling business

legitimate interests	<ol style="list-style-type: none"> our legitimate funding, business, risk management, prudential or security requirements; or any other requirements that are reasonably necessary to protect us against a material risk that a monetary default will occur
minimum monthly repayment	the required minimum monthly repayment amount that applies to your account as determined in accordance with the applicable credit limit at the end of the statement period and the Financial Information Table included in the offer details
monthly credit fee	the fee of that name described in the Financial Information Table included in the offer details
offer details	the letter or email you receive in the credit card welcome pack which offers you a NAB StraightUp card account and which includes the Financial Information Table
outstanding balance	the balance of your account (including any applicable fees and other amounts which have been charged to your account) which remains unpaid at any time
our agreement or this agreement or your agreement with us	the agreement between you and us, which is comprised of your offer details and this document and which may be amended from time to time as described in Section 13 of this document
purchases or purchase transactions	the transactions described as purchase transactions in Section 1.3
total minimum payment	the amount shown as the total minimum payment in your statement. We explain how we calculate this amount in Section 3.4
us, we and NAB	National Australia Bank Limited ABN 12 004 044 937, Australian Credit Licence 230686, and any of our successors and assignees
you and your	the person who holds the account, being the person addressed as the cardholder in the offer details. It also includes any successors and assignees

Information Statement

This is important information we are required by law to give to you.

Things you should know about your proposed credit contract

This statement tells you about some of the rights and obligations of yourself and your credit provider. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact your credit provider and, if you still have concerns, the AFCA scheme, or get legal advice.

The Contract

1 How can I get details of my proposed credit contract?

Your credit provider must give you a precontractual statement containing certain information about your contract.

The precontractual statement, and this document, must be given to you before:

- your contract is entered into; or
- you make an offer to enter into the contract; whichever happens first.

2 How can I get a copy of the final contract?

The credit provider must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if the credit provider has previously given you a copy of the contract document to keep. If you want another copy of your contract, write to your credit provider and ask for one. Your credit provider may charge you a fee.

Your credit provider has to give you a copy:

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

3 Can I terminate the contract?

Yes. You can terminate the contract by writing to the credit provider so long as:

- you have not obtained any credit under the contract; or
- a card or other means of obtaining credit given to you by your credit provider has not been used to acquire goods or services for which credit is to be provided under the contract.

However, you will still have to pay any fees or charges incurred before you terminated the contract.

4 Can I pay my credit contract out early?

Yes. Pay your credit provider the amount required to pay out your credit contract on the day you wish to end your contract.

5 How can I find out the pay out figure?

You can write to your credit provider at any time and ask for a statement of the pay out figure as at any date you specify.

You can also ask for details of how the amount is made up. Your credit provider must give you the statement within 7 days after you give your request to the credit provider. You may be charged a fee for the statement.

6 Can my contract be changed by my credit provider?

Yes, but only if your contract says so.

7 Will I be told in advance if my credit provider is going to make a change in the contract?

That depends on the type of change. For example:

- You get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published by your credit provider.
- You get 20 days' advance written notice for:
 - a change in credit fees and charges; or
 - any other changes by your credit provider, except where the change reduces what you have to pay or the change happens automatically under the contract.

8 Is there anything I can do if I think that my contract is unjust?

Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact the AFCA scheme. The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints.

The AFCA scheme can be contacted at:

Telephone: **1800 931 678** (free call)

Website: www.afca.org.au

Email: info@afca.org.au

Postal address: Australian Financial Complaints Authority
GPO Box 3 Melbourne VIC 3001

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on **1300 300 630** or through ASIC's website at <http://www.asic.gov.au>.

IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT THE AFCA SCHEME OR GET LEGAL ADVICE.

THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE AFCA SCHEME CAN BE CONTACTED AT:

Telephone: **1800 931 678**

Website: www.afca.org.au

Email: info@afca.org.au

Postal address: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001.

General

9 What do I do if I cannot make a repayment?

Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask your credit provider to change your contract in a number of ways:

- to extend the term of the contract and reduce payments; or
- to extend the term of your contract and delay payments for a set time; or
- to delay payments for a set time.

10 What if my credit provider and I cannot agree on a suitable arrangement?

If your credit provider refuses your request to change the payments, you can ask your credit provider to review this decision if you think it is wrong.

If your credit provider still refuses your request you can complain to the AFCA scheme. Further details about this scheme are set out below in Question 12.

11 Can my credit provider take action against me?

Yes, if you are in default under your contract.

But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the AFCA scheme or ASIC or get legal advice.

12 Do I have any other rights and obligations?

Yes. The law will give you other rights and obligations.

You should also **READ YOUR CONTRACT** carefully.

IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING THE AFCA SCHEME.

PLEASE KEEP THIS INFORMATION STATEMENT, YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

Credit guide

Credit Provider
Effective 28 August 2020

A summary of our lending obligations and what to do if you have a complaint

About this credit guide

This document provides you with information about credit National Australia Bank Limited, Australian Credit Licence 230686 (“we”), may provide to you that is regulated under the National Consumer Credit Protection Act.

It contains a summary of certain obligations we have under the Act in relation to such credit and what you should do if you have a complaint or dispute about how we provide the credit.

Information about some key obligations we have

Assessment

Before entering into a credit contract with you, or increasing a credit limit under an existing credit contract, we must assess if the credit contract or credit limit increase will be unsuitable for you.

To make this assessment, we must make reasonable inquiries about your requirements and objectives for the credit contract or credit limit increase. We must also make reasonable inquiries about your financial situation and take reasonable steps to verify your financial situation.

A credit contract or credit limit increase will be unsuitable if at the time it is being provided to you it is likely that you will be unable to meet your financial obligations (for example, repayments) under the credit contract, or are unable to do so without substantial hardship.

The contract will also be unsuitable if it does not meet your stated requirements or objectives.

If we assess that a proposed credit contract or credit limit increase is unsuitable for you, we cannot provide it to you.

Obtaining a copy of the assessment

You may request a copy of the assessment from us (at no cost to you) if we proceed to provide you with the credit contract or credit limit increase.

You can request a copy of the assessment before entering into the credit contract or obtaining the credit limit increase or at any time up to 7 years after you enter into the credit contract or your credit limit is increased. If you request a copy within 2 years after you enter into the credit contract or your credit limit is increased, we will provide a copy of the assessment within 7 business days of receiving the request, otherwise we will provide it to you within 21 business days of receiving the request. To request a copy of the assessment please contact your branch, banker or call us on the number shown at the back of this document under ‘Call Us’.

Please note that we are not required to provide you with a copy of the assessment where the credit contract or credit limit increase does not proceed.

If you have a complaint

If you'd like us to resolve an issue

All feedback is good feedback – especially if it helps us to fix any issues our customers are having with any of our credit products.

You can lodge a complaint or share concerns with us:

1. In person – by speaking with us at your local branch
2. Phone our call centre on 13 22 65.

Help us help you sooner

Please have any supporting documentation handy if you do contact us. Giving us as much information as possible can help us resolve things faster.

How long will it take?

Most issues are resolved within one business day – and almost always within five business days. If it's taking longer than that, we'll keep you regularly updated as we see everything through.

If you need to take things further

If you feel we haven't properly resolved the issue, you can then contact our Customer Resolutions Team by:

- Calling them on 1800 152 015.
They're on-hand to help weekdays between 8am and 7pm, AEST.
- Completing an online feedback form at nab.com.au, sending us a secure message through NAB Internet Banking or emailing feedback@nab.com.au
- Writing to us at:
National Australia Bank Head of Customer Resolutions
Reply Paid 2870, Melbourne VIC 8060.

Need more options? Our external dispute resolution scheme

If you still feel your issue hasn't been resolved to your satisfaction, then you can raise your concern with NAB's independent external dispute resolution provider, the Australian Financial Complaints Authority (AFCA). Of course, as you're a valued customer, we'd much rather try to resolve the issue together first. In fact, AFCA will encourage you to resolve the issue with NAB before they start to investigate.

The Australian Financial Complaints Authority (AFCA) can be contacted at:

Telephone: 1800 931 678 **Website:** www.afca.org.au **Email:** info@afca.org.au

Postal address: Australian Financial Complaints Authority GPO Box 3, Melbourne VIC 3001

Contact us



Call us

13 22 65



Help for people with hearing or speech communication difficulties. Contact us on 13 22 65 through the National Relay Service.



Lost/stolen card reporting

in Australia

24 hours per day
1800 033 103

Overseas

NAB +61 3 8641 9121
Visa +1 303 967 1090



Visit a NAB Branch

Visit www.nab.com.au/locations to find your closest branch



In writing

Consumer and Commercial Cards
GPO Box 9992
Melbourne VIC 3001
Facsimile 1300 363 658



Manage your account Online

nab.com.au/mycard

NAB app

NAB Internet Banking