

## Dictionary

In this consent the following words have the meanings given below:

**Applicant** means any person (individual or non-individual) identified by NAB who has or is applying for 'Credit' or a Variation of an existing Credit contract and if any applicant is a:

- company or association, includes any individual who is a director or officer of the applicant, or
- a partnership, includes any individual who is a partner in or officer of the partnership and if the partner is a company, includes any individual who is a director or officer of that company;

**Application** means an application for Credit or a Variation made by an Applicant;

**Banking Code of Practice** means the Banking Code of Practice, but before 1 July 2019 refers to the Code of Banking Practice (2013 version).

**Borrower** means an Applicant who obtains Credit from NAB;

**Consent** means this privacy and confidentiality consent;

**Credit** means personal or commercial credit or financial accommodation or an increase in or restructure of either personal or commercial credit or financial accommodation sought by an Applicant from, or provided to a Borrower by, NAB;

**Credit Eligibility Information** means information NAB obtains from a credit reporting body or based on information obtained from a credit reporting body;

**Electronic Communication** means any electronic means of communication used by NAB including but not limited to, email, SMS, internet banking, secure portal.

**Guarantor** means any person (individual or non-individual) who has guaranteed or intends to guarantee the obligations of any Applicant or Borrower to NAB, whether or not that person provides NAB this Consent and if any guarantor is a:

- company or association, includes any individual who is a director or officer of that guarantor, or
- a partnership that is an incorporated legal partnership, includes any individual who is a director or officer of that partnership;

**Intermediary** means any intermediary between the Applicant and NAB including an aggregator or party through or from whom the Applicant makes or made an Application;

**NAB** means National Australia Bank Limited ABN 12 004 044 937.

**Variation** means a variation of an existing NAB Credit contract with the Borrower. The Variation may be or include an Application for further Credit under the existing Credit contract.

## You are authorised to provide this Consent

If you are an Applicant or Guarantor, you provide this Consent on your own behalf. If you are a director of a company Applicant or company Guarantor, you provide this Consent on behalf of that Applicant or Guarantor and you declare that you are properly authorised to provide this Consent on behalf of that Applicant or Guarantor.

## This Consent is given to NAB and any Intermediary

This Consent is given by you on your own behalf and if you are a director of a company Applicant, on behalf of that Applicant to both NAB and any Intermediary that may collect information about Applicants and Guarantors relating to any Application. Each Applicant and Guarantor agrees that if NAB approves the Application this Consent remains in force until the Credit contract covered by the Application is discharged.

## Acknowledgement and agreement

By providing this Consent:

- each Applicant acknowledges and agrees that NAB and any Intermediary may request from businesses with which the Applicant has dealings, trade references and credit references the purposes of assessing the Application; and
- each Applicant and Guarantor acknowledges and agrees as follows:

## Declarations of Applicants/Guarantors

Each Applicant and Guarantor acknowledges that any representations it made in connection with:

- the Application for Credit have been made to NAB to induce NAB to provide Credit to the Applicant and to enable NAB to determine whether or not to grant the Credit, and/or
- the Application for a Variation have been made to NAB to induce NAB to make the Variation

Each Applicant and Guarantor declares to NAB that:

- all information provided in connection with the Application is true, correct and complete; and
- It has never been insolvent nor has it committed any act of bankruptcy or entered into any assignment, composition or arrangement for the benefit of creditors, and there is no unsatisfied judgement in any court against it.
- where you have provided tax residency declaration to NAB, you warrant that all information and particulars provided to NAB in respect of your tax residency status, and that of any other persons to which such declaration relates, is/are to your best knowledge true, correct and not misleading. You also acknowledge that severe penalties may be applied under Australian laws for providing false or misleading information.

You also undertake to advise NAB within 30 days of any change in circumstances which affects your tax residency status or that of other persons previously provided to NAB.

## Providing Guarantors with information about guaranteed Credit

If you are a natural person offering to become a Guarantor, NAB will provide you with information about the Credit that you may guarantee together with information about the financial position of the Applicant or Borrower as required by the Banking Code of Practice.

## Section A: This section applies to each individual who is an Applicant or Guarantor and to any individual who is a director, officer or partner of Applicant or Guarantor Sharing and handling your personal information

If the Applicant goes ahead with an Application for Credit, NAB can give some of your personal information to credit reporting bodies and other organisations and get information about you from them to help NAB assess your creditworthiness.

There is more information about how NAB collects, uses, shares and handles your personal information in NAB's Privacy Policy and Privacy Notification. This includes how you can:

- access and correct your information;
- make a complaint about how NAB manages your information; and
- contact the credit reporting bodies NAB deals with if you have queries about the information they hold.

NAB's Privacy Policy is at [www.nab.com.au/privacy](http://www.nab.com.au/privacy) and NAB's Privacy Notification is at [www.nab.com.au/privacynotification](http://www.nab.com.au/privacynotification). You can also request copies of these documents by contacting NAB at any time. NAB will also provide you with a copy of the Privacy Notification.

### **NAB may obtain personal information about you from a credit reporting body**

If you are an Applicant, NAB may obtain information about you from a credit reporting body, on one or more occasions, to assess your Application (in relation to either consumer credit or commercial credit) or to collect any payment that is overdue in relation to Credit that NAB gives the Borrower you as a result of making the Application. If you are a Guarantor, NAB may obtain information about you from a credit reporting body for the purpose of assessing whether to accept a guarantee from you. If you make a further application for Credit within 30 days of NAB obtaining that information, or if you offer to provide a guarantee of Credit within that period, the information obtained from the credit reporting body is also obtained for the purpose of that Application or guarantee and, subject to you agreeing to or providing a further consent, may be used for that purpose.

### **NAB can give information obtained from credit reporting bodies about you to related companies**

NAB can give information NAB obtains from credit reporting bodies about you to any of NAB's related companies to enable the related company to process another credit application you make to it and to collect any payment that is overdue in relation to that credit facility.

### **NAB and any Intermediary may exchange information with others**

#### **Joint package holders, joint Applicants and joint Borrowers:**

If you are an Applicant for, or become a Borrower under a Credit contract, NAB and any Intermediary may exchange your personal information with your joint Applicants or joint Borrowers (and their authorised legal representatives) to process the Application and to administer the Credit contract. If you are a joint member of a NAB package – such as the NAB Choice Package or Private Tailored Package – NAB may exchange your personal information with other holders of your package to provide and administer the package.

**Joint Guarantors and Borrowers:** If you are a Guarantor, in order to decide whether to accept your guarantee and to administer the guaranteed Credit contract, NAB and any Intermediary may exchange your personal information with:

- the Applicant(s) for, or Borrower(s) under, the Credit contract that you may guarantee or have guaranteed; or
- any joint Guarantor; and
- their authorised legal representatives.

Information about you that NAB gives to a joint Guarantor won't include Credit Eligibility Information.

**Other credit providers:** NAB and any Intermediary may exchange personal information about you with other credit providers.

If you are an Applicant for credit, this information may be used to assess your Application, assist you to avoid defaulting on your Credit obligations, to notify other credit providers of a default by you, and to assess your creditworthiness. This information may include Credit Eligibility Information.

If you are a Guarantor, this information may be used to assess whether to accept you as a Guarantor, assist you to avoid defaulting on your obligations under your guarantee, to notify other credit providers of a default by you, and to assess your creditworthiness. This information may include Credit Eligibility Information.

**Each Other:** If you are an Applicant, NAB and any Intermediary may exchange your information (including personal information) with each other to assess and process your Application, administer the Credit contract and to collect any payment that is overdue in relation to Credit that NAB gives you as a result of making the Application.

If you are a Guarantor, NAB and any Intermediary may exchange your information (including personal information) for the purpose of assessing whether to accept you as a Guarantor, manage your guarantee and any Credit contract you guarantee.

### **NAB and any Intermediary may give information to others**

**Guarantors:** If you are an Applicant, NAB and any Intermediary may give your personal information to each Guarantor (and the authorised legal representative of each Guarantor) to help the Guarantor consider whether to act as a Guarantor or to offer property as security and to inform the Guarantor about:

- the Application, the Credit guaranteed or to be guaranteed;
- your creditworthiness, credit capacity or credit history; and
- any other matter NAB or the Intermediary decides is relevant for Guarantor.

The information that NAB and any Intermediary may give to a Guarantor may include Credit Eligibility Information.

Information will only be given to a potential Guarantor to enable them to consider whether to offer to act as a Guarantor or to offer property as security.

**Identity verification providers:** If you have agreed, NAB can provide your name, address and date of birth (ID information) to a credit reporting body and ask it to provide an assessment of whether the information provided matches (in whole or in part) the corresponding information held by it. The credit reporting body will use the information provided by NAB and its own information to make its assessment, and that assessment will be provided to NAB. It is not a credit check.

NAB completes this process in accordance with the Anti-Money Laundering and Counter Terrorism Financing Act (Cth) 2008.

NAB can also provide your ID information to an approved third party (ID Service) such as Edentiti so that the ID Service can assess the validity of that information using the different databases it is authorised to access and report back to NAB. These checks help NAB verify whether your identity is real.

Where you have provided details and/or documents in connection with the application for the purpose of NAB verifying your identity (e.g. details or copies of your passport or driver's licence), NAB can:

- use an ID Service to check whether the details provided by you match other records, either by checking against its own database, contacting the issuer of the relevant document or an entity which maintains a record of it, or via a government document or other verification service; or
- directly contact the authority that issued the document or an

entity which maintains a record of it, or a government document or other verification service to verify the details (or the status of the details) you have provided.

**LMI insurer:** If NAB requests lenders mortgage insurance (LMI) from QBE Lenders Mortgage Insurance Limited ABN 70 000 511 071 (QBE) for the Credit for which you are the Applicant, Borrower or Guarantor, NAB may give QBE information about you for any purpose in connection with the LMI contract between NAB and QBE, including to enable QBE to decide whether to insure NAB or to assess the risk of default by you. QBE may use and disclose information about you in the manner described in the 'How NAB's LMI insurer, QBE, handles your information' section of this Consent (set out below).

**Trade insurer:** If you are an Applicant and NAB requests trade insurance in relation to commercial Credit that you have applied for, NAB may give the trade insurer information about you. The trade insurer may obtain a credit report containing information about you from a credit reporting body to assess whether to insure, and the risk of insuring, NAB.

**To check information:** NAB and any Intermediary may check the details of the information you or your representatives provide which may include contacting your employer, former employer, accountant, landlord, real estate agent or other referee specified by you. Where you have provided any identification documentation (e.g. passport, driver's licence) to NAB or any Intermediary in connection with your Application, NAB and any Intermediary may contact the authority that issued the document to verify the status of, and any information contained in, the document.

**Your representatives:** NAB may exchange information about you with any person acting on your behalf including your solicitor, conveyancer, Intermediary or settlement agent:

- (if you are an Applicant) to process your Application and establish and manage any Credit provided; and
- (if you are a Guarantor) to establish and manage your guarantee.

If you are an individual Applicant, this information may include credit eligibility information (that is, information NAB obtained from a credit reporting body or based on information obtained from a credit reporting body).

**Service providers:** NAB and any Intermediary may exchange information about you with their service providers (including any service provider located outside Australia) including information that NAB collects from you as an agent of a state or territory government in relation to a First Home Owner Grant application made by you. (Refer to NAB's Privacy Policy and Privacy Notification for more information about overseas countries where NAB may send your information).

**Related companies:** NAB and its related companies and any Intermediary and its related companies may use the information provided in the Application for the purposes of better understanding and/or managing your relationship with them.

#### **Information you give NAB and any Intermediary about other people**

If you give NAB or any Intermediary information about another individual (such as your employer, spouse, referee or solicitor), you will let them know that:

- their personal information has been collected by NAB and
- any Intermediary for the purposes of assessing the Application, providing, managing and administering the products or services the subject of this Application and protecting against fraud;

- their personal information may be disclosed to other organisations involved in the provision, management or administration of any Credit contract;
- NAB may not accept a Guarantor as a guarantor of the Credit contract and the Applicant may not be able to get Credit unless NAB obtains their information;
- NAB may exchange this information with other organisations as set out in NAB's Privacy Notification;
- the individual can gain access to their personal information by contacting NAB on 13 22 65, or by contacting the Intermediary, and the Intermediary's contact details; and
- NAB handles their personal information in the way set out in the Bank's Privacy Policy at [www.nab.com.au/privacy](http://www.nab.com.au/privacy) and in the NAB's Privacy Notification at [www.nab.com.au/privacynotification](http://www.nab.com.au/privacynotification) and they can also request copies of these documents by asking NAB.

#### **Applicable to Qantas Frequent Flyer program**

If, under the Application, you are applying for a NAB credit card which may allow you to earn Qantas Points as a member of the Qantas Frequent Flyer program, NAB may give to the Program Provider, and vice versa, your membership account information (including your membership number, full name and contact details) to confirm your program membership and facilitate the crediting of points to your program membership account.

If you have not given such program membership account information to NAB, NAB may notify the Program Provider and to provide your contact details so that the Program Provider can contact you about your membership status or create a membership profile on your behalf. NAB may give to, and obtain from, the Program Provider and its program partners personal information about you, including:

- the fact that you have applied for a NAB credit card;
- the outcome of your application for a NAB credit card; and
- information about your use of, and points earned on, the NAB credit card.

**Program Provider** means, in the case of the Qantas Frequent Flyer program, Qantas Airways Limited ABN 16 009 661 901, or any related body corporate that operates the Qantas Frequent Flyer program in the future.

**Application for a Credit Card account:** NAB may collect and use the information in your application and do any of the things set out in this section of the application, to assess any credit card application (including any additional cards) made by you or any other person named in this application.

#### **How NAB's LMI insurer, QBE, handles your personal information**

If NAB decides to obtain lenders mortgage insurance (LMI) from NAB's LMI insurer, QBE Lenders Mortgage Insurance Limited ABN 70 000 511 071 (QBE) for the Credit for which you are the

Applicant, Borrower or Guarantor, NAB will give information about you to QBE and QBE might also share some of your personal information with NAB and with credit reporting bodies and others. QBE explains how they handle information about you in QBE's privacy policy set out at [www.qbelmi.com](http://www.qbelmi.com). This includes:

- how you can access and correct your information that QBE holds;
- how you can make a complaint about how QBE manages your information; and
- how QBE will deal with complaints.

Here is an outline about some ways that QBE handles your information:

### **QBE can obtain information about you from a credit reporting body**

QBE can obtain information about you from a credit reporting body to enable QBE to decide whether to insure NAB under an LMI policy or assess the risk of default by you as a Borrower or Guarantor (as applicable).

### **QBE's collection and use of information about you**

- QBE collects information
- to decide whether to insure NAB under an LMI policy;
- to assess the risk of you defaulting on your obligations as a Borrower or Guarantor;
- to assess the risk of you as a Guarantor (if applicable) being unable to meet a liability arising under a guarantee;
- to administer and vary the insurance cover including for securitisation and hardship applications;
- to deal with claims and recovery of proceeds including, among other things, to enforce the loan or guarantee in place of NAB;
- for a mortgage insurance purpose relating to you;
- for any other purpose under the LMI contract between NAB and QBE.

### **If your information is not provided to QBE**

If your information is not provided to QBE, QBE may not be able to issue the insurance and NAB may not be in a position to provide the Credit to an Applicant or to accept a guarantee from a Guarantor.

### **QBE's disclosure of information about you**

Where permitted by the Privacy Act, QBE will usually disclose information that QBE holds about you to the following organisations – to its related companies (whether in Australia or overseas), NAB, Guarantors, reinsurers, credit reporting bodies, its service providers, its agents, contractors and external advisers, to parties for the purposes of securitisation, to parties for the purposes of fraud prevention, your referees (including your employer), your legal and financial advisers, mercantile agents (if you default on your Credit contract or your guarantee obligations), government and other regulatory bodies, rating agencies, payment systems operators and other financial institutions, securitisers and credit providers.

### **QBE's contact details:**

Level 5, 2 Park Street,  
Sydney, NSW 2000  
Phone: 1300 367 764

### **Overseas organisation that may get your information from QBE**

Where permitted by the Privacy Act, QBE may disclose your personal information to its related companies in the Philippines and service providers in India.

### **Section B: This section applies to each non-individual who is an Applicant or Guarantor**

**Each non-individual Applicant and Guarantor hereby authorises** NAB and any Intermediary to:

- give every other Applicant and Guarantor, confidential information about its creditworthiness, credit standing, credit history, credit capacity or eligibility for Credit;
- exchange confidential information about its creditworthiness, credit standing, credit history, credit capacity, eligibility for Credit and its compliance with obligations arising under any Credit contract,

- exchange information about it with their service providers (including any service provider located outside Australia); and

**gives its express consent** to such confidential information being so exchanged and disclosed.

**Each non-individual Applicant and Guarantor understands and acknowledges** that such information disclosed by NAB and any Intermediary may include, but is not limited to, copies of any Application or Credit or loan contract, statements of its assets and liabilities, copies of any mortgage documents or equitable charge, or other information considered necessary by NAB or any Intermediary to:

- (a) process the Application and to administer the Credit contract;
- (b) enable intending Guarantors to consider the risk of acting as Guarantor(s) in respect of, or to consider the risk of offering property as security for Credit; or
- (c) makes disclosures where that person(s) or entity(ies) is a Guarantor in respect of, or has provided property as security for Credit; and
- (d) make disclosures where that person(s) or entity(ies) is a Guarantor in respect of or has provided property as security for Credit:
  - (i) **and** the amount owing under the Credit is, or may be, increased;
  - (ii) and at the request of the Guarantor give, a copy of the latest loan account statement provided to you; or
  - (iii) by providing a copy of any demand relating to the Credit, the subject of the guarantee.

### **Getting our 'Indicator Rates – Deposits Products'**

If you apply for a line of credit, such as a Flexiplus or a NAB Portfolio facility, the credit interest rate for the account/sub account(s) under your facility is set out on the page headed 'Indicator Rates – Deposits Products' on our website at nab.com.au. You agree that we will give this information to you by making it available on the 'Indicator Rates – Deposits Products' page at nab.com.au. If you want us to send you a paper version of the flyer, please ask us.

### **Your agreement to this consent**

Please read through this Consent and ask NAB any questions you may have before agreeing to provide it to NAB.