



# Target Market Determination

## NAB Defence Force Home Loan

Determination Criteria	Description
Start date	26/07/2024
First and ongoing review period	The first review, and each ongoing review, must be completed within each consecutive 12 month period from the Start Date.
Product	<b>NAB Defence Force Home Loan</b> A home loan to use credit for the purchase or construction of a property for owner occupied purposes with flexible repayment options, offset and redraw with a monthly fee.

### Target Market

Target market & product attributes	Consumer needs and objectives	Product attributes
	A person who qualifies for the issue of a Subsidy Certificate under the Defence Home Ownership Assistance Scheme (DHOAS) (issued by the Department of Veteran Affairs) that wants a home loan to purchase or construct a home to owner-occupy.	This home loan provides the ability to use credit: <ul style="list-style-type: none"><li>for the purchase or construction of an owner occupied property</li></ul> This home loan has a monthly fee.
	<p>A person that wants an interest rate that varies with flexible repayment amounts and the flexibility to make extra repayments and save interest.</p> <p>A person that wants the ability to save interest by using cash flow or savings to offset the loan during the variable rate term.</p> <p>A person that wants flexibility to access and redraw extra repayments that have been made.</p> <p>A person that wants to make progressive payments and only repay interest costs during the construction of a home.</p>	This home loan provides access to a variable interest rate option with: <ul style="list-style-type: none"><li>flexible principal and interest repayment options including:<ul style="list-style-type: none"><li>weekly repayments</li><li>fortnightly repayments</li><li>monthly repayments</li></ul></li><li>monthly interest only repayment option (construction only)</li><li>flexibility of making extra repayments</li><li>redraw of extra repayments with a minimum \$500 where the extra repayments are more than one scheduled repayment.</li><li>access to an offset feature</li></ul>
	<p>A person that wants certainty of interest rate costs and repayment amounts during a fixed rate period.</p> <p>A person that wants to minimise repayments for a defined period by only repaying interest costs (construction only).</p>	This home loan provides access to a fixed interest rate option with: <ul style="list-style-type: none"><li>certainty of interest costs and repayment amounts flexible principal and interest repayment options including:</li></ul>

	<p>A person that does not want:</p> <ul style="list-style-type: none"> <li>to make extra repayments of more than \$20,000 during a fixed rate period</li> <li>to save interest by using an offset during a fixed rate period or to access extra repayments during the fixed rate period.</li> </ul>	<ul style="list-style-type: none"> <li>weekly repayments</li> <li>fortnightly repayments</li> <li>monthly repayments</li> </ul> <ul style="list-style-type: none"> <li>flexibility of making extra repayments up to \$20,000</li> <li>no redraw</li> <li>no offset</li> </ul>
	<b>Consumer financial situation</b>	<b>Product attributes</b>
	<p>A person that has at least 20% equity in their home or is willing to pay an insurance premium for Lender's Mortgage Insurance (LMI) where the borrowing amount exceeds 80% of the value of the home.</p> <p>A person that has access to sufficient income to meet the following payments</p> <ul style="list-style-type: none"> <li>principal amounts due</li> <li>interest amounts due</li> </ul> <p>A person that has a defined exit strategy to pay the outstanding amount due at the end of the loan term.</p>	<p>Lender's Mortgage Insurance (LMI) may be required and a premium charged for this home loan if the Loan to Value Ratio (LVR) is over 80%.</p> <p>This home loan requires regular schedule repayments including:</p> <ul style="list-style-type: none"> <li>principal amount</li> <li>interest repayments</li> </ul>
	<p>A person that wants to minimise repayments for a defined period by only repaying interest costs (construction only).</p> <p>A person that is able to repay increased principal and interest repayments after the defined interest only period.</p> <p>A person that does not want to:</p> <ul style="list-style-type: none"> <li>reduce the principal owing on a home loan for a defined period; and</li> <li>reduce the interest repayments for a defined period.</li> </ul>	<p>This home loan provides access to an interest only option for a defined period.</p> <ul style="list-style-type: none"> <li>interest and fees must be paid during the interest only period.</li> <li>Interest only option period is only available for construction loans.</li> </ul> <p>Extra principal payments may be made during the interest only period for any amount where a variable interest rate applies and up to \$20,000 where a fixed rate applies.</p>
<b>Negative target market statement</b>	<p>Not suitable for a person who has not been issued a Subsidy Certificate under the DHOAS (criteria determined by the Department of Veteran Affairs).</p> <p>Not suitable for a person requiring credit for business purposes or investment purposes.</p> <p>Not suitable for a person wanting to minimise repayments for a defined period by only repaying interest costs (construction only).</p>	
<b>Appropriateness statement</b>	<p>NAB has considered that the product including its key attributes is appropriate for the target market including the likely objectives, financial situation and needs of consumers in the target market.</p>	

## Distribution Conditions

<p><b>Authorisation</b></p> <p>This condition applies to all conduct</p>	<p><b>Condition 1</b></p> <p>A distributor must:</p> <ul style="list-style-type: none"> <li>hold an Australian Credit Licence or be a Credit Representative authorised to engage in credit activities on behalf of a credit licensee; and</li> <li>if the distributor is not NAB, comply with the terms and conditions of any relevant distribution agreement or arrangement with NAB.</li> </ul> <p>This condition is appropriate as it ensures distributors are appropriately authorised to provide</p>
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	the relevant regulated financial services and will comply with the commercial terms agreed between the distributor and NAB.
<p><b>General advice including Marketing</b></p> <p>This condition applies to general advice (including most marketing)</p>	<p><b>Condition 2</b></p> <p>A distributor must only provide general advice (such as marketing) if:</p> <ul style="list-style-type: none"> <li>• a Target Market Determination (TMD) has been made and published for the product and has not been withdrawn</li> <li>• the distributor complies with the terms of the TMD for the product</li> <li>• the general advice is consistent with the consumer needs, objectives and financial situation defined in the target market for the product; and</li> <li>• ASIC has not issued a Product Intervention Power restricting the publication of general advice for the product by the distributor.</li> </ul> <p>A distributor may provide general advice (marketing) as to the product through public channels such as:</p> <ul style="list-style-type: none"> <li>• television, radio, internet (including social media), billboards and physical banners, periodicals, brochures, and other marketing material available to the general public</li> <li>• advertising through comparison sites and rating agencies</li> <li>• NAB Branch</li> <li>• NAB Business Banking Centre</li> <li>• NAB Relationship Bankers</li> <li>• NAB Mobile Bankers</li> <li>• NAB's Call Centre</li> <li>• NAB's Mobile Application</li> <li>• NAB's Website</li> <li>• Direct Mail; and</li> <li>• Direct Email.</li> </ul> <p>It is intended that these channels may be available to persons who would not at that time qualify for the product to be issued to them in a regulated sale, for example because they are minors or do not have the income to service the product. This is because the issue of the product is subject to Distribution Conditions 1, 3 and 4 which will ensure that the product is only issued to persons for whom it will be appropriate.</p>
<p><b>Retail product distribution conduct (other than General Advice)</b></p> <p>These conditions apply to all retail product distribution conduct that is not general advice</p>	<p><b>Condition 3</b></p> <p>A distributor must only engage in retail product distribution conduct (other than general advice) if:</p> <ul style="list-style-type: none"> <li>• a TMD has been made and published for the product and has not been withdrawn</li> <li>• the distributor complies with the terms of the TMD for the product</li> <li>• ASIC has not issued a Product Intervention Power restricting the distribution of the product for the distributor; and</li> <li>• the distributor has complied with Condition 4.</li> </ul> <p>A distributor must only engage in retail product distribution conduct (other than general advice) through:</p> <ul style="list-style-type: none"> <li>• NAB Branch</li> <li>• NAB Business Banking Centre</li> <li>• NAB Relationship Bankers</li> <li>• NAB Mobile Bankers</li> <li>• NAB's Call Centre</li> <li>• NAB's Mobile Application</li> <li>• NAB's Website</li> <li>• Direct Mail; and</li> </ul>

	<ul style="list-style-type: none"> <li>• Direct Email.</li> </ul> <p>This condition is appropriate as the issuer has distributed this product using these methods, with limited risk to consumers.</p> <p><b>Condition 4</b></p> <p>A distributor must only engage in retail product distribution conduct (other than general advice) if they have identified:</p> <ul style="list-style-type: none"> <li>• that the person is eligible under the criteria of the Department of Veteran Affairs</li> <li>• that the distribution of the product is consistent with the consumer needs, objectives and financial situation defined in the target market for the product</li> <li>• that the person is willing and able to pay the required minimum monthly repayments including principal and interest to access the key attributes of the product</li> <li>• that the person is seeking access to a home loan with the following key attributes: <ul style="list-style-type: none"> <li>– a variable rate with access to: <ul style="list-style-type: none"> <li>▪ extra repayments</li> <li>▪ redraw</li> <li>▪ offset</li> </ul> </li> <li>– a fixed rate</li> <li>– interest only repayments</li> </ul> </li> <li>• the key difference between: <ul style="list-style-type: none"> <li>– the product (including the specific product option requested by the consumer); and</li> <li>– the other home loan products issued by NAB</li> </ul> </li> </ul> <p>The issue of this product is subject to compliance with the responsible lending obligations in Chapter 3 of the National Consumer Credit Protection Act 2009.</p> <p>This condition is appropriate as it requires a distributor to confirm that the consumer is in the target market.</p>
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## Review Triggers

<b>Review triggers</b>	<p>NAB and any distributor must cease all retail product distribution conduct (except excluded conduct) in respect of this product within 10 business days of NAB identifying a review trigger unless:</p> <ul style="list-style-type: none"> <li>• NAB has determined that this TMD continues to be appropriate; or</li> <li>• a new TMD has been made</li> </ul> <p>The events and circumstances described below will trigger a review of this TMD if NAB determines it may relate to the appropriateness of the TMD having regard to NAB's internal policies.</p> <p>NAB will publish notice of a review on its website.</p>	
	<b>Material complaints</b>	<p>NAB actively monitors consumer complaints and will review the appropriateness of the TMD where complaints in number or significance relate to:</p> <ul style="list-style-type: none"> <li>• consumer understanding of the risks, key terms, conditions or key attributes of this product</li> <li>• credit limit amounts of product</li> <li>• ability to repay the principal amount and interest amounts owed under the facility</li> <li>• use of offset facility; and</li> <li>• fixed interest rates and fixed interest periods.</li> <li>• interest only periods.</li> </ul>
	<b>Product performance</b>	<p>NAB actively monitors product performance indicators relevant to the product and will review the appropriateness of the TMD in circumstances where:</p> <ul style="list-style-type: none"> <li>• evidence shows that the financial situation of consumers in the</li> </ul>

		<p>target market may not be met including monitoring of:</p> <ul style="list-style-type: none"> <li>– customers experiencing disproportionate rate of delinquencies</li> <li>• evidence shows that the needs and objectives of consumers in the target market may not be met including monitoring of: <ul style="list-style-type: none"> <li>– early termination of fixed rate periods</li> <li>– offset facility usage</li> <li>– changes to key product attributes; and</li> <li>– consumers refinancing to different lending products.</li> </ul> </li> </ul>
	<b>Feedback from distributors</b>	<p>Reporting received from distributors, or consistent feedback from distributors which suggests that the target market or product attributes may no longer be appropriate.</p> <p>Refer to reporting.</p>
	<b>Substantial product change</b>	<p>NAB makes a substantial change to the product terms, conditions or key product attributes including:</p> <ul style="list-style-type: none"> <li>• adding to, removing or changing a product attribute</li> <li>• a substantial pricing change which impacts the customer value proposition of the product; and</li> <li>• significant changes to a distribution channel and distribution strategy.</li> </ul>
	<b>Significant change to the external environment</b>	<ul style="list-style-type: none"> <li>• Regulatory or legislative environment for this product</li> <li>• Economic and market conditions</li> </ul>
	<b>Notification from ASIC</b>	<p>NAB receives a notification from ASIC requiring immediate cessation of product distribution, or cessation of particular conduct in relation to the product.</p>
	<b>Significant dealings</b>	<p>Evidence that the distribution of the product or distributor conduct are significantly different to the expectations set out in the TMD.</p>

## Reporting

<b>Reporting period</b>	<p>The Reporting Period for this determination is quarterly during each calendar year:</p> <ul style="list-style-type: none"> <li>• First reporting period ending on 31 March</li> <li>• Second reporting period ending on 30 June</li> <li>• Third reporting period ending on 30 September</li> <li>• Fourth reporting period ending on 31 December</li> </ul>	
<b>Reporting information</b>	<p>A distributor must provide the following information in writing as soon as practicable, or within 10 business days after the reporting period unless otherwise specified.</p>	
	<b>Complaint information</b>	<p>Complaints related to risks, key terms, conditions or features of this product including:</p> <ul style="list-style-type: none"> <li>• the number of complaints,</li> <li>• the nature and circumstances of the complaints; and</li> <li>• whether or not there has been or is likely to be consumer harm or detriment, and if so, the nature of the harm or detriment.</li> </ul>
	<b>Feedback from distributors</b>	<p>Feedback that the target market or key product attributes may no longer be appropriate, including about:</p> <ul style="list-style-type: none"> <li>• consumer understanding of the risks, key terms, conditions or key attributes of this product</li> <li>• the credit limit amount for the product</li> <li>• interest only period; and</li> <li>• ability to repay the principal amount and interest amounts owed under the loan; and</li> <li>• use of and access to offset facility.</li> </ul>
	<b>Significant dealings</b>	<p>If a distributor becomes aware of a significant dealing in the product or the distributor conduct, that is not consistent with the TMD, they must notify the issuer in writing as soon as practicable, and in any event within 10 business days after becoming aware.</p>

	<b>Other information requested by NAB</b>	Any other information requested in writing by NAB from time to time subject to: <ul style="list-style-type: none"> <li>the request being necessary to enable NAB to meet its legal and compliance obligations; and</li> <li>NAB providing at least 30 days prior notice before the end of the Reporting Period.</li> </ul>
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