

## SAFE CUSTODY SERVICES (NO LONGER FOR SALE)

**Terms and Conditions** 

effective 14th September 2020

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## Important contact information

You can contact us by:

- Calling 13 BANK (13 2265) 7am-9pm AEST Monday to Friday and 8am-6pm AEST Saturday and Sunday and selecting the option to speak to a Customer Service Representative;
- Visiting our website nab.com.au;
- Writing to us at NAB, Level 24, 500 Bourke Street, Melbourne VIC 3000; or
- Hearing impaired customers with telephone typewriters can contact us via the National Relay Service on 13 36 77.

#### About this booklet

This booklet contains the terms and conditions for NAB's Safe Custody Services:

- Customer Sealed Packets:
- Customer Supplied Locked Boxes;
- Safe Deposit Boxes; and
- Double Custody Items.

This booklet must be read together with the following:

- A Guide to Fees and Charges Personal Banking Fees (available upon request); or
- A Guide to Fees and Charges Business Banking (available upon request).

#### Things you should know

These terms and conditions govern the operation of NAB's Safe Custody Services.

It's important that you read and understand these terms and conditions. They set out a number of obligations which you need to be aware of such as the items that may not be stored and also your obligation to notify us promptly of any change to your name or address.

### Safe Custody Services Comparison Table

This table is a summary of what can be stored in NAB's Safe Custody Services:

Customer Sealed Packet	Customer Supplied Locked Box <sup>1</sup>	Safe Deposit Box <sup>2</sup>	Double Custody Item <sup>3</sup>
X	X	✓	X
X	X	X	X
X	X	Х	X
X	X	✓	X
X	X	✓	X
Х	✓ Moderate Value	✓	✓ Moderate Value
X	X	Х	X
✓	✓	✓	✓
Х	Х	✓	Х
Х	✓ Moderate Value	✓	×
X	X	Х	X
Х	Х	Х	X
	Sealed Packet  X X X X X X X X X X X X X X X X X X	Sealed Packet Supplied Locked Box¹  X	Sealed Packet Supplied Locked Box²  X

<sup>1</sup> Customers must supply their own box which must be tamper-proof and have a secure locking device.

<sup>2</sup> Only available in Safe Deposit Centres located in Adelaide, Brisbane, Melbourne, Perth and Sydney.

<sup>3</sup> Only accepted for a maximum period of 3 months.

<sup>4</sup> Including rare or valuable photographs, documents, jewellery etc.

<sup>5</sup> Including watches.

<sup>6</sup> Including replaceable photographs, wills, certificates of title.

<sup>7</sup> Including historical or antique.

#### Part A

# General Matters – for all services in this booklet

#### The service

NAB's Safe Custody services includes the following:

- (a) Storage of Customer Sealed Packets;
- (b) Storage of Customer Supplied Locked Boxes;
- (c) Safe Deposit Boxes; and
- (d) Double Custody Items.

#### 2. Who may use the service?

This service may be used to store property which you are legally entitled to store and which is accessible only by you and your agent (if you appoint one).

#### 3. Property that may not be stored

- 3.1 You may not store any of the following things:
  - (a) Cash;
  - (b) Liquids;
  - (c) Anything which is offensive in nature or illegal;
  - (d) Anything which is or may become explosive or dangerous;
  - (e) Weapons, regardless of whether or not they are in working order;
  - (f) Anything which may become a nuisance to any person or to NAB; and
  - (g) Any property which you do not have full legal entitlement to store in safe custody to the exclusion of third parties (for example property of another person, or property owned jointly with another person which is, or is likely to become, subject to a claim or dispute over ownership or entitlement).

Other exclusions for specific services are set out in Parts B, C and E later in this document.

3.2 You'll need to sign an acknowledgement that the property left for safe custody complies with this clause.

#### 4. Agent

- 4.1 If you are an individual, you can nominate someone over the age of 18 years to be your agent for the service. We reserve the right to refuse to accept any person as your agent.
- 4.2 If you are a company or other entity, you must nominate one or more agents over the age of 18 years in relation to the service. We reserve the right to refuse to accept any person as your agent.
- 4.3 Your agent will have the same control over property as you do, including the rights to:
  - (a) Access the property;
  - (b) Remove the property from safe custody; and
  - (c) End this agreement.
- 4.4 If we cannot contact you using contact details you have provided, we may contact your agent about any matter concerning the safe custody service, including to:
  - (a) Obtain contact details for you; and
  - (b) Give notice that we require the property held in safe custody be removed.
- 4.5 You can revoke the authority of an agent by notifying us in writing.

#### 5. Joint ownership

If there are two or more of you, you will be treated as owning the property and receiving the service jointly. If any of you dies, the property will be treated as the property of the survivor or survivors jointly.

#### 6. Access to property

6.1 Subject to clauses 13 and 14, access to property stored in safe custody is limited to you and any agent properly appointed by you. We will require identification before allowing access to the property and we may refuse access if we're not satisfied with the form of identification produced.

6.2 You can access property held in safe custody during normal business hours. Opening hours can be found at nab.com.au.

#### 7. Change of address or other details

You must notify us promptly of any change to your name or address. If you do not do so, we may be unable to contact you and this may result in property becoming unclaimed property (see clause 12).

#### 8. Insurance

We do not insure any property held in safe custody. It is your responsibility to insure any property held in safe custody.

#### 9. Transfer of property

- 9.1 We may need to transfer property stored in safe custody from one branch to another or from a branch to a Safe Deposit Centre. For example this may occur when we close or relocate a branch, or where the property stored is unclaimed property.
- 9.2 If we become aware that property stored in safe custody is of a kind that is prohibited by this agreement, we may remove the property immediately and deal with it as we consider appropriate in the circumstances. This may include destroying the property or handing it to an appropriate authority. We will not be liable to you for any loss you incur as a result of taking such action.

#### 10. Fees and charges

10.1 You can find details of fees relating to Customer Sealed Packets, Customer Supplied Locked Boxes and Double Custody Items in NAB's Personal Banking Fees and Charges booklet and NAB's Business Banking Fees and Charges booklet (available upon request). Details of licence fees relating to Safe Deposit Boxes can be obtained by contacting the Safe Deposit Centre in each state. Contact details can be found at nab.com.au

- 10.2 You must pay all safe custody charges and licence fees annually, in advance.
- 10.3 You must pay all other charges, including activity charges when we ask you to.
- 10.4 We may vary any fee (including by introducing a new fee) by giving you 30 days notice either by writing to you, or by newspaper advertisement.
- 10.5 If you don't pay a fee when it becomes due, we may debit one of your NAB accounts for the amount owing.
- 10.6 If you don't pay a fee within 3 months of the date that it becomes due, we may do all or any of the following:
  - (a) Terminate this agreement;
  - (b) Remove the property from safe custody;
  - (c) Require you to collect the property;
  - (d) Return the property to you by post or any other means at your last known address;
  - (e) Hold the property until you have paid all amounts owing;
  - (f) Transfer the property to any place or person we deem appropriate.
- 10.7 You must reimburse us for any cost we incur through returning property to you under clause 10.6(d).

#### 11. Termination of this agreement

- 11.1 You may end this agreement at any time by:
  - (a) Contacting the branch or Safe Deposit Centre at which the property is stored;
  - (b) Paying fees and other amounts owing;
  - (c) Removing all property from safe custody in person; and
  - (d) Surrendering any keys that we supplied to you.

- 11.2 We may end this agreement at any time by giving you 30 days written notice at the address you provided us. Examples of when we may terminate include:
  - (a) Where you have failed to pay fees or other amounts owing;
  - (b) Where we are notified of your death or insolvency; or
  - (c) Where we are required to hand custody of the property to a law enforcement body.

These are examples only and do not prevent us from terminating for any other reason. However, we may give shorter notice if it is reasonable for us to do so, to manage an immediate and material risk.

- 11.3 If we have terminated this agreement, you must, within 3 months:
  - (a) Pay all outstanding fees and charges;
  - (b) Surrender any keys that we supplied to you; and
  - (c) Remove all property.

After 3 months any property that has not been removed will be treated as unclaimed property (see clause 12).

11.4 If we terminate this agreement, we will refund any portion of the storage fee paid in advance for any unused period.

#### 12. Unclaimed property

- 12.1 We will consider any property which is held in safe custody to be unclaimed if the agreement is terminated (see clause 11) and either of the following applies:
  - (a) We cannot contact you or your agent(s) using the contact details you have provided; or
  - (b) You don't respond to a request from us to remove property from safe custody.
- 12.2. We may move unclaimed property from where it is held to another storage location.

- 12.3 We may dispose of any unclaimed property as we consider appropriate in the circumstances. This may include disposal by way of:
  - (a) Sale;
  - (b) Destruction; or
  - (c) Transfer to another person.
- 12.4 If we sell unclaimed property, proceeds of the sale will be used firstly to reimburse our costs for storing and disposing of the property and to pay any outstanding storage charges. Surplus funds will be returned to you, if possible, or paid over to the relevant government authority, as required by law.

## 13. Access to property by Law Enforcement and other Officers

- 13.1 We may comply with a requirement for access to a safe custody item arising from an order of a court or other judicial or administrative body, statutory notice or demand, or request made by any police officer, taxation officer or other officer of or representing Australia or a State or Territory.
- 13.2 After giving such access, we may permit the removal of all or any part of the property held in safe custody, without prior notice to you. We will not be liable to you for any damage to, or removal of property, nor any consequential action taken against you following access, in these circumstances.

#### 14. Access to other people

- 14.1 Where we reasonably believe that ownership of the property has vested in a trustee, statutory authority or other person, for any reason (including by your death, insolvency or incapacity), we may allow the trustee, person or authority to open the safe custody service and remove the contents.
- 14.2 If we release contents to any trustee, authority or person under this clause our agreement will be terminated. Unless we are negligent, we will not be liable to you for any claim arising from the release of the contents under this clause.

#### 15. Limitation of liability

- 15.1 We will not be liable to you for any loss of or damage to property stored in a safe custody facility where:
  - (a) We did not breach our duty; or
  - (b) The loss you are claiming is not a foreseeable consequence of such a breach.
- 15.2 We will not be liable for any loss you suffer as a result of your own breach of these terms and conditions.

#### 16. Banking Code of Practice

We have adopted the Banking Code of Practice and some parts of the Code apply to the service, if you are an individual or a small business referred to in the Code.

A copy of the Code is available at nab.com.au or from any NAB branch. Before 1 July 2019, a reference to the Banking Code of Practice or the Code means the Code of Banking Practice (2013 version).

#### 17. Variations

- 17.1 We may vary these terms and conditions at any time, including by introducing or changing a fee or charge. We will give notice to you in writing or through the national media. If we believe a change is unfavourable to you, we will give you at least 30 days prior notice of the change, but can give less notice or no notice if this is in accordance with law and industry codes. For example, this may happen if it is reasonable for us to give shorter notice, to manage an immediate and material risk. Any new or changed government charges can be notified reasonably promptly after the government notifies us but we may not have to tell you about them if the government publicises the change.
- 17.2 If you do not accept any change that we make, you can ask us to terminate the service without termination charge to you, by doing all of the things set out in clause 11.1.

#### 18. Assignment

- 18.1 You may not assign, any of your rights under this agreement.
- 18.2 We may assign our rights under this agreement where reasonably necessary for our business purposes.

#### 19. To make a complaint

For information about resolving problems or disputes, please contact us on **13 BANK (13 22 65)** or visit any NAB branch and ask for a copy of our complaints resolution brochure.

If you subsequently feel that the issue has not been resolved to your satisfaction, you may contact our external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent method to resolve specific complaints. Our external dispute resolution provider is the Australian Financial Complaints Authority (AFCA) and can be contacted at:

Australian Financial Complaints Authority (AFCA)

Phone: 1800 931 678 (free call) Email: info@afca.org.au

Website: afca.org.au

In writing to: Australian Financial Complaints

Authority, GPO Box 3, Melbourne, VIC, 3001

#### 20. Governing Law

The terms and conditions in this booklet are governed by the laws in force in the State or Territory in which the property is stored in safe custody.

#### Part B

#### **Customer Sealed Packet**

- These terms are in addition to the terms set out in Part A.
- 22. We will provide a packet for you to store the property.
- 23. Sealed Packets are not suitable for storage of any items of substantial value. We will not accept the following for storage in sealed packets:
  - (a) Bullion;
  - (b) Cash;
  - (c) Gems and precious stones, set or unset;
  - (d) Irreplaceable items;
  - (e) Jewellery, including watches; and
  - (f) Rare coins or stamps.

#### Part C

### Customer Supplied Locked Box

- **24.** These terms are in addition to the terms set out in Part A.
- 25. You must provide, at your own expense, a secure, lockable, tamper-proof locked box. We reserve the right to refuse to accept a box, if we consider the box unsuitable for storage at a branch or Safe Deposit Centre. Suitcases are not acceptable.
- **26.** Locked boxes stored at branches are not suitable for storage of any items of substantial value. We will not accept the following for storage:
  - (a) Bullion;
  - (b) Cash;
  - (c) Gems and precious stones, unset; and
  - (d) Rare coins or stamps.

#### Part D

## Safe Deposit Box (Dual Access Keys)

These terms are in addition to the terms set out in Part A.

#### 28. Licence

- 28.1 In return for payment of the annual licence fee, we will grant you a licence to a box within a Safe Deposit Centre. This licence will be for a minimum period of one year and will be renewed annually, subject to continued payment by you of the licence fee. The licence is not transferable.
- 28.2 The licence will end when this agreement is terminated.

#### **29.** Keys

- 29.1 We will give you a key to access the Box. You may be required to pay a security deposit for the key.
- 29.2 You may not make or arrange for any person to make a copy of any key provided to you. If you do, we may terminate this agreement.
- 29.3 You can ask us to provide one or more additional keys. We may agree to provide additional keys, subject to prior payment by you of the costs of making the key(s) and any applicable deposit.
- 29.4 All keys remain the property of NAB. You must ensure that all keys provided to you are not destroyed, damaged, lost or given to any person other than your authorised agent(s).
- 29.5 At the termination of this agreement you must return all keys to us in good condition. We will refund the deposit paid for all keys returned in good condition.

- 29.6 If a key is lost, damaged, destroyed or not returned to us at the termination of the agreement, your deposit will be forfeited. We may also require you to pay all costs in relation to:
  - (a) Repairing or replacing the key;
  - (b) Engaging a locksmith to open the Box; and
  - (c) Changing the lock.

#### Part E

### Double Custody Item Storage

- These terms are in addition to the terms set out in Part A.
- 31. Double Custody is intended for small packages for a short term only. The maximum period for which property can be stored in Double Custody is three months.
- **32.** You must provide, at your own expense, a secure package, box or envelope to store the property.
- **33.** We will not accept the following for storage in Double Custody:
  - (a) Bullion;
  - (b) Cash;
  - (c) Gems and precious stones, unset; and
  - (d) Rare coins or stamps.

#### Part F

### Meaning of Words

In this agreement, the following definitions apply:

**'Cash'** means any bank notes, regardless of the currency (other than antique or collectable notes that cannot be used as legal tender).

'Irreplaceable item' means anything which cannot be replaced, regardless of whether it has any commercial value. This includes heirlooms, photographs and memorabilia.

**'NAB'** means National Australia Bank Limited ABN 12 004 044 937 and its successors and assigns.

## Part G Privacy Notification

This notification covers National Australia Bank Ltd ABN 12 004 044 937 and its related companies (the 'Group'). It includes all the banking, financing, funds management, financial planning, superannuation, insurance, broking and e-commerce organisations in the Group. We are grateful for the trust and confidence you have in us to safeguard your privacy. The notification tells you how we collect your information, what we use it for and who we share it with. It also points out some key features of our Privacy Policy available at <a href="https://www.nab.com.au/privacy">www.nab.com.au/privacy</a>. By providing personal information to us, you consent to the collection, use and disclosure of your information in accordance with this Notification and any other arrangements that apply between us.

#### How we collect information from you

We'll collect your personal information from you directly whenever we can, for example when you fill out a form with us, when you've given us a call, used our websites (including via cookies) or mobile applications (including collection of information about your use of technology when you access these services, such as location data and information about how you use your devices) or dropped into one of our branches. (See our Cookies Policy <a href="https://www.nab.com.au/cookies">www.nab.com.au/cookies</a> for more information). Sometimes we collect your personal information from third parties. You may not be aware that we have done so. If we collect information that can be used to identify you, we will take reasonable steps to notify you of that collection.

#### How we collect your information from other sources

Sometimes we collect information about you from other sources. We may collect information about you that is publicly available (for example from public registers or social media), or made available by third parties. We do this where:

- we distribute or arrange products on behalf of others, including our business partners;
- we can't get hold of you and need to update your contact details;
- we need information from third parties about an application you make through us;
- we need information for fraud detection and prevention purposes;
- we are checking the security you are offering;
- we can learn insight about your financial needs, such as through property information;
- you have consented to third parties sharing it with us, such as organisations we have loyalty programs with or we sponsor;
- at your request, we exchange information with your legal or financial advisers or other representatives.

We may use or disclose information about you in order to combine the information that we hold with information collected from or held by external sources.

## When the law authorises or requires us to collect information

We may collect information about you because we are required or authorised by law to collect it. There are laws that affect financial institutions, including company and tax law, which require us to collect personal information. For example, we require personal information to verify your identity under Commonwealth Anti-Money Laundering law.

NAB believes that by applying for this account, you're not a US citizen or tax resident. If you are a US citizen or tax resident, you'll need to advise NAB by calling 1300 550 316 between 9am and 5pm (AEST/ADST) Monday to Friday.

#### How we use your information

We use your information to provide you with the product or service you asked for, and for other purposes including:

- giving you information about a product or service including financial help, guidance and advice;
- considering whether you are eligible for a product or service, including identifying or verifying you or your authority to act on behalf of a customer;
- processing your application and providing you with a product or service;
- administering the product or service we provide you, which includes answering your requests and complaints, varying products and services, conducting market research, and managing our relevant product portfolios;
- telling you about other products or services that may be of interest to you, or running competitions and other promotions (this can be via email, telephone, SMS, iM, mail, or any other electronic means including via social networking forums), unless you tell us not to;
- identifying opportunities to improve our service to you and improving our service to you;
- determining whether a beneficiary will be paid a benefit;
- assisting in arrangements with other organisations (such as loyalty program partners) in relation to a product or service we make available to you;
- allowing us to run our business and perform administrative and operational tasks (such as training staff, risk management; developing and marketing products and services, undertaking planning, research and statistical analysis; and systems development and testing)
- preventing, detecting or investigating any fraud or crime, or any suspected fraud or crime;
- as required by law, regulation or codes binding us; and
- for any purpose for which you have given your consent.

You can let us know at any time if you no longer wish to receive direct marketing offers from the Group. We will process your request as soon as practicable. Where you have subscribed to something specific (like to hear from one of our sponsored organisations) then these subscriptions will be managed separately. If you no longer wish to receive these emails click the unsubscribe link included in the footer of our emails.

#### How we use your credit information

In addition to the ways for using personal information mentioned above, we may also use your credit information to:

- enable a mortgage insurer or title insurer to assess the risk of providing insurance to us or to address our contractual arrangements with the insurer;
- assess whether to accept a guarantor or the risk of a quarantor being unable to meet their obligations;
- consider hardship requests; and
- assess whether to securitise loans and to arrange the securitising of loans.

## What happens if you don't provide your information to us?

If you don't provide your information to us, we may not be able to:

- provide you with the product or service you want;
- manage or administer your product or service;
- personalise your experience with us;
- verify your identity or protect against fraud; or
- let you know about other products or services from our Group that might better meet your financial, e-commerce and lifestyle needs.

#### Sharing your information

We may share your information with other organisations for any purposes for which we use your information.

#### Sharing with the Group

We may share your personal information with other Group members. This could depend on the product or service you have applied for and the Group member you are dealing with. Where appropriate we integrate the information we hold across the Group to provide us with a complete understanding of you and your needs, including giving you access to the Group or related

products you hold via Internet Banking.

#### Sharing with MLC Limited

NAB acts for MLC Limited ABN 90 000 000 402 (described as MLC Life Insurance) in distributing their life insurance products. MLC Limited is no longer part of the NAB Group of companies. We may exchange personal information with MLC Limited or their service providers in order to administer and manage your life insurance products that are issued by them. We may also need to share information so as to ensure:

- your insurance premium is calculated correctly (balance information may be required to be shared so your insurance can be calculated) and where authorised, make payments on your behalf to MLC Limited;
- insurance claims and benefits are paid;
- NAB and MLC Limited can both tell you about our respective marketing and products offers (including ensuring customers who hold MLC Limited products are excluded from NAB Group campaigns marketing MLC Limited products);
- a smooth customer experience when you contact us, including:
- we can transfer you to the right service centre;
- where appropriate, NAB and MLC Limited can cooperate in order to handle your complaint;
- being able to provide assistance should you wish to speak about your MLC Limited products held (for example, where possible, we may assist by updating contact details on request).

Some of the information exchanged will be stored and visible within NAB Group customer databases; with some of these databases being accessible to MLC Limited for a transition period. All information stored in these databases is subject to this privacy policy as well as NAB Group's security procedures and controls.

#### Sharing at your request

We may need to share your personal information with your representative or any person acting on your behalf (for example, financial advisers, lawyers, settlement agents, accountants, executors, administrators, trustees, guardians, brokers or auditors) and your referee such as your employer (to confirm details about you).

#### Sharing with Credit Reporting bodies

When we're checking your credit worthiness and at other times, we might share information about you with credit reporting bodies. When we give your information to a credit reporting body, it may be included in reports that the credit reporting body gives other organisations (such as other lenders) to help them assess your credit worthiness.

Some of the information that we give to credit reporting bodies may reflect adversely on your credit worthiness, for example, if you fail to make payments or if you commit a serious credit infringement (like obtaining credit by fraud). That sort of information may affect your ability to get credit from other lenders.

With your consent, personal information may also be shared with credit reporting bodies or other approved third parties who are authorised to assess the validity of identification information. These checks help us verify whether your identity is real and are not a credit check.

#### Sharing with third parties

We may disclose your personal information to third parties outside of the Group, including:

- those involved in providing, managing or administering your product or service;
- authorised representatives of the NAB Group who sell products or services on our behalf;
- credit reporting bodies or other approved third parties who are authorised to assess the validity of identification information:
- insurance, investment, superannuation and managed funds organisations, and their advisers and service provider;
- medical professionals, medical facilities or health authorities who verify any health information you may provide;

- real estate agents, valuers and insurers (including lenders' mortgage insurers and title insurers),
   re-insurers, claim assessors and investigators;
- brokers or referrers who refer your application or business to us;
- other financial institutions, such as banks, as well as quarantors and prospective quarantors of your facility;
- organisations involved in debt collecting, including purchasers of debt;
- fraud reporting agencies (including organisations that assist with fraud investigations and organisations established to identify, investigate and/or prevent any fraud, suspected fraud, crime, suspected crime, or misconduct of a serious nature);
- service providers that assist with fraud detection and prevention;
- organisations involved in surveying or registering a security property or which otherwise have an interest in such property;
- organisations we sponsor and loyalty program partners, including organisations the NAB Group has an arrangement with to jointly offer products or has an alliance with to share information for marketing purposes;
- companies we arrange or distribute products for, such as insurance products;
- rating agencies to the extent necessary to allow the rating agency to rate particular investments;
- any party involved in securitising your facility, including the Reserve Bank of Australia (sometimes this information is de-identified), re-insurers and underwriters, loan servicers, trust managers, trustees and security trustees;
- service providers that maintain, review and develop our business systems, procedures and technology infrastructure, including testing or upgrading our computer systems;
- payments systems organisations including merchants, payment organisations and organisations that produce cards, cheque books or statements for us;

- our joint venture partners that conduct business with us;
- organisations involved in a corporate re-organisation or transfer of NAB Group assets or business;
- organisations that assist with our product planning, analytics, research and development;
- mailing houses and telemarketing agencies and media organisations who assist us to communicate with you, including media or social networking sites;
- other organisations involved in our normal business practices, including our agents and contractors, as well as our accountants, auditors or lawyers and other external advisers (e.g. consultants and any independent customer advocates);
- government or regulatory bodies (including the Australian Securities and Investment Commission and the Australian Tax Office) as required or authorised by law (in some instances these bodies may share it with relevant foreign authorities); and
- where you've given your consent or at your request, including to your representatives, or advisors.

#### Sharing outside of Australia

We run our business in Australia and overseas. We may need to share some of your information (including credit information) with organisations outside Australia. Sometimes, we may need to ask you before this happens. You can view a list of the countries in which those overseas organisations are located at <a href="https://www.nab.com.au/privacy/overseas-countries-list/">www.nab.com.au/privacy/overseas-countries-list/</a>

We may store your information in cloud or other types of networked or electronic storage. As electronic or networked storage can be accessed from various countries via an internet connection, it's not always practicable to know in which country your information may be held. If your information is stored in this way, disclosures may occur in countries other than those listed.

Overseas organisations may be required to disclose information we share with them under a foreign law. In those instances, we will not be responsible for that disclosure.

We will not share any of your credit information with a credit reporting body, unless it has a business operation in Australia. We are not likely to share credit eligibility information (that is, credit information we obtain about you from a credit reporting body or that we derive from that information) with organisations unless they have business operations in Australia. However in the event NAB seeks assistance from a related company to manage defaulting loans, we may need, as a consequence, to disclose credit eligibility information to the Bank of New Zealand, located in New Zealand. We are likely to share other credit information about you with organisations outside Australia. A list of countries in which those overseas organisations are located is set out above.

#### Accessing your information

You can ask us to access information that we hold about you. You have special rights to access credit information we obtain about you from a credit reporting body or that we derive from that information. You can find out how to access your information (including your credit eligibility information) by reading our Privacy Policy, available at <a href="https://www.nab.com.au/privacy">www.nab.com.au/privacy</a> or by calling 13 22 65 and asking us for a copy.

#### Correcting your information

You can ask us to correct information we hold about you. You have special rights to correct your credit information. You can find out how to correct your information (including your credit information) by reading our Privacy Policy, available at <a href="https://www.nab.com.au/privacy">www.nab.com.au/privacy</a> or by calling 13 22 65 and asking us for a copy.

#### Complaints

If you have a complaint about a privacy issue, please tell us about it. You can find out how to make a complaint (including special rights for credit information complaints) and how we will deal with these complaints, by reading our Privacy Policy, available at <a href="www.nab.com">www.nab.com</a>. au/privacy or by calling 13 22 65 and asking us for a copy.

#### Contact us

We care about your privacy. Please contact us if you have any questions or comments about our privacy policies

and procedures. We welcome your feedback.

You can contact us by:

- submitting an online Compliments, Suggestions or Complaints form via www.nab.com.au
- calling our contact centre on 13 22 65 (Hearing impaired customers can call TTY 13 36 77)
- speaking to us in person at a branch

#### Contact details for credit reporting bodies

When we're checking your credit worthiness and at other times, we might share information about you with credit reporting bodies. The contact details of those credit reporting bodies are set out below. Each credit reporting body has a credit reporting policy about how they handle your information. You can obtain copies of these policies at their websites.

#### illion

- · www.checkyourcredit.com.au
- illion's credit reporting policy is set out at https://www.illion.com.au/legal/illion-creditreporting-policy-australia

Phone: 1300 734 806

**Mail:** Public Access Centre illion Australia PO Box 7405 St Kilda Rd VIC 3004

#### **Experian Australia**

- www.experian.com.au
- Experian's credit reporting policy is set out at www.experian.com.au/privacy-policy

Phone: 1300 783 684

**Mail:** Consumer Support Experian Australia PO Box 1969 North Sydney NSW 2060

## Equifax Australia Information Services and Solutions Pty Limited

- www.mycreditfile.com.au
- Equifax's credit reporting policy is set out at https://www.equifax.com.au/credit-reporting-policy

## Contact credit reporting bodies if you think you have been the victim of a fraud

If you believe that you have been or are likely to be the victim of fraud (including identity fraud), you can request a credit reporting body not to use or disclose the information they hold about you. If you do this, the credit reporting body mustn't use or disclose the information during an initial 21 day period without your consent (unless the use or disclosure is required by law). This is known as a **ban period**.

If, after the initial 21 day ban period, the credit reporting body believes on reasonable grounds that you continue to be or are likely to be the victim of fraud, the credit reporting body must extend the ban period as they think reasonable in the circumstances. The credit reporting body must give you a written notice of the extension.

## Contact credit reporting bodies if you don't want your information used by them for direct marketing/ pre-screening purposes

Credit reporting bodies can use the personal information about you that they collect for a pre-screening assessment at the request of a credit provider unless you ask them not to. A pre-screening assessment is an assessment of individuals to see if they satisfy particular eligibility requirements of a credit provider to receive direct marketing. You have the right to contact a credit reporting body to say that you don't want your information used in pre-screening assessments. If you do this, the credit reporting body must not use your information for that purpose.

For more information call

13 22 65

7am – 9pm AEST, Monday – Friday 8am – 6pm AEST, Saturday and Sunday visit us at **nab.com.au** or ask at your local branch



Hearing impaired customers with telephone typewriters can contact us on **13 36 77**