



# Changes to NAB Foreign Currency Account - Onshore Terms and Conditions

**(Addendum)**

**Terms and Conditions**

Effective 24 February 2025

## **Effective 24 February 2025, if you signed up for a NAB Foreign Currency Account before 09 November 2023, the following changes apply to your terms and conditions:**

Please take the time to read the updated terms and conditions at [nab.com.au/FCA-terms](https://nab.com.au/FCA-terms).

### **Key changes**

#### **How will the accounts work?**

Clause 1.2 now details that NAB may reject an inwards transfer where, acting reasonably, NAB considers the conversion costs to be excessive for you, unless you have instructed otherwise. If this occurs, NAB will only notify the sending bank, so you may need to check with the sender. This has also been updated to make it clear details on indicative exchange rates can be found on the NAB website.

A new clause 1.2A has been added as follows: *'NAB may credit transfers into your account ahead of NAB receiving the payment value from the sender's bank. If, after crediting the transfer to your account, NAB does not receive the payment from the correspondent bank or sender's bank, NAB may debit the funds in full, where there are sufficient funds available before we have resolved the matter with the sender's bank. Should we resolve the matter with the sender's bank and receive the payment value, we will credit your account with the amount received. Your account statements will show where have debited or recredited your account under this clause.'*

Clause 1.4 has been updated to detail that NAB, where acting reasonably, will convert your funds by applying a currency exchange rate determined by NAB. This has also been updated to make it clear details on indicative exchange rates can be found on the NAB website.

Clause 1.6 has been updated to detail that if the currency of your account is no longer available, NAB, having regard to its legitimate business interests and its regulatory and prudential obligations, may nominate the currency used to pay you the equivalent balance (converted at a rate determined by NAB) of the account and interest.

Clause 1.7 has been updated to detail that NAB may, having regard to its legitimate business interests and its regulatory and prudential obligations allow you to overdraw your account. If you don't have an approved overdraft limit, to any amount reasonably permitted from NAB from time to time. If you do have a formal overdraft limit, to any amount reasonably permitted by NAB from time to time, beyond the amount of that limit. A new sentence has been added at the end of this clause as follows: *'It is your responsibility to ensure that your account does not become overdrawn and you should check your account balance regularly to help manage this (see also clause 3.3).'*

### **Calculation and payment of interest**

Clause 2.1 has been updated to state that NAB will act reasonably when determining exchange rates.

### **Overdrawn Accounts**

Clause 3.3 has been updated to create a more transparent decision-making processes by replacing the term *'absolute discretion'* to *'having regard to our legitimate business interests and our regulatory and prudential obligations'*.

### **Foreign Currency Holding Fee**

Clause 6.1 has been updated to explain you will be notified of changes to Foreign Currency Holding Fees in accordance with clause 15.

### **How is the operation of the account governed?**

Clause 9.2(b) has been updated to explain that an authorised account holder will be able to overdraw account(s) to any extent reasonably permitted by NAB.

Clause 9.3 has been updated to clarify that NAB may, acting reasonably and subject to clause 17 'Exercise of Discretions', elect not to follow any instructions as per (a) to (d) of this clause.

### **Closing your account**

Clause 11.1 has clarified when NAB may close and account, NAB will do so acting reasonably and in accordance with its legitimate business interests. NAB will also provide you at least 30 days' notice in writing.

## **Specific Terms and Conditions for Renminbi Accounts**

Clauses 13.5, 13.7, 13.12, 13.13, 13.14 and 13.17, have been updated to clarify that the rights and discretions NAB has under these clauses are limited to NAB acting reasonably.

Clause 13.6 has been updated to provide clarity around NAB's decision making in relation to the opening/ instruction/transacting of a RMB account. Specifically, when NAB provides its acceptance and approval, NAB must have regard to its legitimate business interests and its regulatory and prudential obligations.

Clauses 13.18 and 13.19 have been amended to include the exception '*to the extent NAB's fraud, negligence or misconduct (or the fraud, negligence or misconduct of NAB's officers, employees, contractors and agents) contributed to the relevant loss.*'

## **Banking Code of Practice**

Clause 14.1 has been amended to remove general descriptive and duplicative information. This has been simplified to '*NAB has adopted the Banking Code of Practice and relevant provisions of that code apply to this product, if you are an individual or a "Small Business" referred to in the Banking Code of Practice.*'

## **Notice Provisions**

Clause 15.1 clarifies NAB may, acting reasonably and in accordance with its legitimate business interests change any terms and conditions at any time. Additionally, this clause has been updated to provide more protections to small business. Specifically, if you hold a Small Business Contract then NAB won't charge any fee to close the account where you are closing the account due to a change made by NAB under this clause.

## **Money Laundering and Illegality**

Clause 16 will be renamed to '*Our discretion to delay, block, freeze or refuse transactions, a service and when we may be liable.*'

Clause 16.1 has been replaced to provide NAB the ability to take actions reasonably necessary actions to prevent legal breaches, fraud, scams or to manage any risk or an anticipated material loss to you or us.

This clause now reads as follows:

*'16.1 Without limiting any other rights or discretion which NAB may have, you agree that NAB may (acting fairly and reasonably per clause 17.2):*

- (a) delay, block or refuse to make or receive or credit any payment/s (or any other transactions) using the services detailed in this booklet; and/or*
- (b) suspend or end access to or use of your account which has been opened under these terms and conditions, including any linked cards, PINS, password, device, or through any service provided for in this booklet,*

*where taking any action under either or both of (a) or (b) above is reasonably necessary to prevent an anticipated breach of the law of Australia or of any other country, to prevent potentially fraudulent activity or a scam, to manage any risk or to prevent an anticipated material loss to you or us arising from the misuse or unauthorised use of the account or our banking services. NAB may exercise its rights under either or both (a) and (b), separately or concurrently and for as long as is reasonably necessary to manage any risks. Subject to clause 17.3, NAB will incur no liability to you where NAB does so. NAB cannot detect and prevent all such transactions. NAB may not give you advance notice (for example if it is reasonably necessary for us to act quickly to manage a risk) and sometimes we are not able to explain all of the circumstances to you. If we do not give you advance notice, and where it is reasonable to do so, we will give you a general reason and advise you within a reasonable time of exercising our discretion under this clause.'*

Clause 16.2 has been limited to breach of law in Australia or any other relevant country.

Clause 16.3 is added to these terms and conditions to detail that you agree to provide any information that NAB reasonably requests related to the account and transactions and how NAB may continue actions under clause 16.1 until NAB receive a satisfactory response or if the responses are unsatisfactory or delayed. The new clause reads as follows: *"You agree that you will provide any information that NAB reasonably requests connected with the account and any relevant transactions.*

*NAB may continue any action under clause 16.1 until it receives a satisfactory response. You acknowledge that if NAB is not satisfied with your responses or you fail to respond in a timely manner then NAB may take this into account when deciding whether or not to close an account or give effect to a transaction under this agreement.”*

## **Exercise of Discretions**

Clause 17.1 has been redrafted to provide greater detail around how NAB will act fairly and reasonably towards you when exercising discretions in these terms and conditions. Further, two new clauses 17.2 and 17.3 have been added. These clauses read as follows:

- “17.1 NAB will act reasonably and fairly towards you, taking into account yours and NAB’s respective business interests. That includes whenever NAB is:*
- (a) considering any request you make; or*
  - (b) deciding whether to give its consent or to exercise a right, discretion or remedy; or*
  - (c) setting any conditions for doing any of those things; or*
  - (d) changing a term of this Agreement or our fees and charges, exercising enforcement or set-off rights or incurring expenses that are payable by you.*
  - (e) Where these terms and conditions confer a discretion on NAB, NAB will exercise that discretion reasonably and in accordance with its legitimate business interests.*
- 17.2 NAB can take a range of things into account when exercising its rights and discretions under these terms. These can include:*
- (a) NAB’s legal obligations, industry codes and payment scheme rules and the expectations of NAB’s regulators;*
  - (b) protecting NAB’s customers, staff and systems and the personal information it holds;*

- (c) *what you have told NAB about yourself and how you will use NAB's products and services (including if it's misleading, incorrect or you haven't provided NAB with all of the information NAB reasonably needs when asked);*
- (d) *how NAB's products and services are intended to be used (and how you have used them);*
- (e) *NAB's public statements, including those relating to protecting vulnerable persons, the environment or sustainability;*
- (f) *community expectations and any impact on NAB's reputation;*
- (g) *whether NAB needs to take any action to protect you or another person from a potential fraud or scam; and*
- (h) *risk management, including sanctions risk management.*

*17.3 NAB is not liable for any loss or damage:*

- (a) *caused by exercising or attempting to exercise, or failure or delay in exercising, a right or remedy where:*
  - i. *there's no breach of a legal duty of care owed to you by NAB, or by any of NAB's employees or agents;*
  - ii. *if there is a breach of such a duty, such loss or damage could not have been reasonably foreseen as a result of any such breach; or*
  - iii. *NAB reasonably exercises the discretion, including because of one or more of the factors set out at clause 14.2; or*
- (b) *that results from a breach by you of any term of this agreement,*

*except to the extent such loss or damage is caused by NAB's fraud, negligence or misconduct."*

## Definitions and interpretation

**Banking Code of Practice or Code:** Will solely be referenced as the “Banking Code of Practice”.

**NAB:** We have updated the definition to clarify that the terms ‘we’ and ‘us’ now have the same meaning as ‘NAB’. This means that whenever you see ‘we’ or ‘us’ in the document, it refers to NAB.

**Small Business:** We have removed the definition of ‘Small Business’ from the terms and conditions. Now, any reference to ‘Small Business’ will follow the definition provided in the Banking Code of Practice, which includes an expanded range of businesses.

## National Relay Service

Customers who have hearing or speech difficulties are being directed to contact us through the National Relay Service on **13 22 65**. Rather than calling **13 36 77**.



For more information visit

**nab.com.au**

or call us on **13 22 65**

7am – 9pm AEST Monday to Friday

8am – 6pm AEST Saturday to Sunday

or ask at your **local branch**



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