

David Michael Barker
and Angela Barker
21 Broome Street,
Katanning, WA 6317

9th December 2022

Mr Mike Warren
The Manager
Housing Loan NAB Lending
National Australia Bank Limited
17 Andrew Street
Esperance, WA 6450
ABN 12 004 044 937

Re: Loan Account number 718841677

Dear Mr Mike Warren,

We are writing in respect of our mutual agreement/contract relating to NAB BASE VARIABLE RATE HOME LOAN #1677. Account Number: 086-724 718841677.

As parties to the contract/agreement with National Australia Bank Limited, it has come to our attention that the complete details of the contract/agreement may, in fact, not have been fully disclosed.

As we are sure you would agree, if National Australia Bank Limited came to understand that there were details that we had not disclosed to them - either prior to entering into the contract/agreement or subsequent to entering into the contract/agreement, that could alter National Australia Bank Limited's position in respect of the contract/agreement and, perhaps, even render it null and void and unenforceable - they would immediately take action to protect their interests.

We maintain that the reverse applies as well and, accordingly, we require National Australia Bank Limited to provide the following further and better particulars of our contract/agreement:

1. Are we indebted to National Australia Bank Limited right now?
(Please answer yes or no).

2. Can you please provide to us the account number, date and a copy of the accounting entry that shows the account that the money purportedly “loaned” to us on or around 26th August 2021 came from, proving that National Australia Bank Limited did, indeed, lend us funds of substance and did not, alternatively, simply “create” the loan by way of bookkeeping/accounting entry? In other words, can you please confirm that National Australia Bank Limited actually possessed the money they claim to have lent us, prior to our loan being granted and that National Australia Bank Limited physically had the money they lent us, prior to the money appearing in our account?
3. Would National Australia Bank Limited be prepared to amend the credit agreement as follows: “We, National Australia Bank Limited, did in fact possess the money we loaned David Michael Barker and Angela Barker, prior to the loan being approved.”
4. Was the loan funded by assets belonging to National Australia Bank Limited at the time the loan was granted? Either way, please describe in detail the accounting process used to create our loan.
5. Did National Australia Bank Limited record our promissory note / negotiable instrument as an asset on its books? If yes, how was our instrument used to create our loan, and where is our valuable promissory note / negotiable instrument now?
6. Regarding the security given to National Australia Bank Limited by us, has this security been sold or given as security / surety to another party?
7. Does National Australia Bank Limited participate in a securitization scheme whereby debts / promissory notes are bundled and then sold-on to a third party/parties via special purpose vehicles, entities or alike processes?
8. With reference to point 6, has our loan securitized? If so, can you please provide us with a certified copy of any Principal/Agent agreement (or similarly worded document) between National Australia Bank Limited and any third party that may have any interest in the afore-mentioned loan account/contract/agreement?
9. Does National Australia Bank Limited have a legal right to collect money it claims we owe it? If so, then where does this legal right come from, assuming the loan has been securitized?
10. Has our loan with National Australia Bank Limited been settled by a special purpose vehicle, insurance policy, or by any other party?

11. At no stage have either Angela or I received a copy of the Final Contract either via NAB Internet Banking, email or post. If National Australia Bank Limited, Angela and I have entered into contract, can you please provide a copy of the Final Contract signed by all three involved parties.

Please note that until we have received the further and better particulars requested here-in, it shall be deemed that the contract/agreement relating to loan number 086-724 718841677, as well as the loan account itself, are in dispute and no party may exercise any of their rights under the contract/agreement until the contract/agreement is deemed to be validated - which can only be done by answering the points above.

Please note that if National Australia Bank Limited either refuses to provide the further and better particulars sought here-in or, alternatively, attempts to take some action against us pursuant to purported rights under the contract/agreement - before providing the further and better particulars sought - it shall be deemed that the contract/agreement is not a mutually binding contract and that any party can act on their own, outside of any mutually binding contract and thus, the contract/agreement and loan account are null and void and unenforceable.

We look forward to your reply by return mail within 14 days.

Yours sincerely,



David Michael Barker



Angela Barker

David Michael Barker
and Angela Barker
21 Broome Street,
Katanning, WA 6317

28th December 2022

Mr Mike Warren
The Manager
Housing Loan NAB Lending
National Australia Bank Limited
17 Andrew Street
Esperance, WA 6450
ABN 12 004 044 937

Reminder Notice

Re: Loan Account number 718841677

Dear Mr Mike Warren,

We write to remind you that we sent correspondence to you on 9th December 2022 and noted that we required you to provide the following documentation, within 14 days. As parties to the contract/agreement with National Australia Bank Limited, it has come to our attention that the complete details of the contract/agreement may, in fact, not have been fully disclosed.

As we are sure you would agree, if National Australia Bank Limited came to understand that there were details that we had not disclosed to them - either prior to entering into the contract/agreement or subsequent to entering into the contract/agreement, that could alter the bank's position in respect of the contract/agreement and, perhaps, even render it null and void and unenforceable - they would immediately take action to protect their interests.

We maintain that the reverse applies as well and, accordingly, we require National Australia Bank Limited to provide the following further and better particulars of our contract/agreement:

1. Are we indebted to National Australia Bank Limited right now?
(Please answer yes or no).
2. Can you please provide to us the account number, date and a copy of the accounting entry that shows the account that the money purportedly “loaned” to us on or around 26th August 2021 came from, proving that National Australia Bank Limited did, indeed, lend us funds of substance and did not, alternatively, simply “create” the loan by way of bookkeeping/accounting entry? In other words, can you please confirm that National Australia Bank Limited actually possessed the money they claim to have lent us, prior to our loan being granted and that National Australia Bank Limited physically had the money they lent us, prior to the money appearing in our account?
3. Would National Australia Bank Limited be prepared to amend the credit agreement as follows: “We, National Australia Bank Limited, did in fact possess the money we loaned David Michael Barker and Angela Barker, prior to the loan being approved.”
4. Was the loan funded by assets belonging to National Australia Bank Limited at the time the loan was granted? Either way, please describe in detail the accounting process used to create our loan.
5. Did National Australia Bank Limited record our promissory note / negotiable instrument as an asset on its books? If yes, how was our instrument used to create our loan, and where is our valuable promissory note / negotiable instrument now?
6. Regarding the security given to National Australia Bank Limited by us, has this security been sold or given as security / surety to another party?
7. Does National Australia Bank Limited participate in a securitization scheme whereby debts / promissory notes are bundled and then sold-on to a third party/parties via special purpose vehicles, entities or alike processes?
8. With reference to point 6, has our loan securitized? If so, can you please provide us with a certified copy of any Principal/Agent agreement (or similarly worded document) between National Australia Bank Limited and any third party that may have any interest in the afore-mentioned loan account/contract/agreement?
9. Does National Australia Bank Limited have a legal right to collect money it claims we owe it? If so, then where does this legal right come from, assuming the loan has been securitized?

10. Has our loan with National Australia Bank Limited been settled by a special purpose vehicle, insurance policy, or by any other party?
11. At no stage have either Angela or I received a copy of the Final Contract either via NAB Internet Banking, email or post. If National Australia Bank Limited, Angela and I have entered into contract, can you please provide a copy of the Final Contract signed by all three involved parties.

We hereby formally notify you, in writing, that you are now In Default of your legal obligations to provide us with the further and better particulars sought, and respond to the questions asked, in respect of the above-mentioned account, as per our correspondence of 9th December 2022.

If you claim a debt against us, you are required to verify/validate that alleged debt by providing us with a copy of the above mentioned documents and answer the questions noted above, and provide a notice signed under full commercial liability and subject to the penalties of perjury, certifying that all of the replies and details given to the above requirements are true and without deception, fraud or mischief.

Accordingly, we afford you a further 14 days to provide verification/validation of your claim against us, by providing the aforementioned documents, and responding, in writing, to the questions asked. As previously noted, your failure/refusal to validate/verify any debt owing by yourself to National Australia Bank Limited within the next 14 days shall be deemed to constitute your acceptance of and agreement to the following terms, which will form the basis of our private settlement agreement:

1. That the alleged debt did not exist in the first place; OR
2. That the alleged debt has already been paid in full; AND
3. That you will not place any adverse listing with any credit reporting agency or, if any such adverse listing has been made, you shall cause it to be removed;
4. You will no longer pursue this matter any further;
5. The matter is now formally settled, finalised and closed.

Should you fail to provide the requisite response, within the extended time frame stipulated, you shall be issued with a formal Notice of Default, without further warning.

We look forward to receiving the documents and response referred to here-in within the next 14 days, or, by private settlement agreement, settling, finalising and closing this matter.

Yours sincerely,



David Michael Barker



Angela Barker



December 29, 2022



053 00031.0896.01 RST

MR DAVID BARKER
21 BROOME STREET
KATANNING WA 6317

Dear DAVID BARKER,

Thank you for taking the time to contact us about your complaint as submitted on Thursday, December 29, 2022 .

We're looking into your complaint

Your complaint has been escalated to our specialist team. This team is dedicated to solving complaints.

If you are contacting us regarding your credit file, we'll aim to investigate your complaint and let you know the outcome within 30 days. Other credit providers or credit reporting bodies may have information we need. If that's the case, we'll need to get in touch with them, which may add to the time it takes to get a final response to you. If we can't respond to you within 30 days we will write to explain why, and to ask you for an extension of time.

Next Steps

You don't have to do anything, as the responsibility is now with us to investigate your concerns. A case manager will be in contact with you as soon as possible.

But if you have any questions or want to talk things through in the meantime, feel free to call us on 1800 152 015 (Option 2, then select Option 1) , or email complaintsteam@nab.com.au and quote your complaint reference number - COM-531571.

You can find out more about how we handle complaints at <https://www.nab.com.au/contact-us/compliments-complaints-or-suggestions>.

We'll be in touch again soon.

Regards,

NAB Resolve Team



0896010010003101

David Michael Barker
and Angela Barker
21 Broome Street,
Katanning, WA 6317

10th January 2023

Mr Mike Warren
The Manager
Housing Loan NAB Lending
National Australia Bank Limited
17 Andrew Street
Esperance, WA 6450
ABN 12 004 044 937

Re: Acknowledgement of Request for Extension of Time

Re: Loan Account number 718841677

Dear Mr Mike Warren,

We write in reply to National Australia Bank Limited correspondence and acknowledge the receipt of the letter dated 29th December 2022, envelope stamped 3rd of January 2023 and received by us on 9th January 2023, sent by NAB Resolve Team, in response to the Reminder Notice sent by us dated 28th December 2022.

The NAB Resolve Team letter (Complaint Reference No: COM-531571), states that the NAB Resolve Team consider our Request for Further and Better Particulars as a complaint. With this letter we clarify and confirm in writing that the Request for Further and Better Particulars sent by us, was not a complaint, that it was a request.

The above mentioned NAB Resolve Team letter requests an extension of time to respond within 30 days from the 29th December 2022.

As parties to the contract/agreement with National Australia Bank Limited, it had come to our attention that the complete details of the contract/agreement may, in fact, not have been fully disclosed.

Accordingly, we afford National Australia Bank Limited NAB Resolve Team a further opportunity to provide the following further and better particulars of our contract/agreement:

1. Are we indebted to National Australia Bank Limited right now? (Please answer yes or no).

2. Can you please provide to us the account number, date and a copy of the accounting entry that shows the account that the money purportedly “loaned” to us on or around 26th August 2021 came from, proving that National Australia Bank Limited did, indeed, lend us funds of substance and did not, alternatively, simply “create” the loan by way of bookkeeping/accounting entry? In other words, can you please confirm that National Australia Bank Limited actually possessed the money they claim to have lent us, prior to our loan being granted and that National Australia Bank Limited physically had the money they lent us, prior to the money appearing in our account?
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Please note that until we have received the further and better particulars requested here-in, it shall be deemed that the contract/agreement relating to loan number 086-724 718841677, as well as the loan account itself, are in dispute and no party may exercise any of their rights under the contract/agreement until the

contract/agreement is deemed to be validated – which can only be done by answering in writing the points above.

Please note that if National Australia Bank Limited either refuses to provide the further and better particulars sought here-in or, alternatively, attempts to take some action against us pursuant to purported rights under the contract/agreement – before providing in writing the further and better particulars sought - it shall be deemed that the contract/agreement is not a mutually binding contract and that any party can act on their own, outside of any mutually binding contract and thus, the contract/agreement and loan account are null and void and unenforceable.

If National Australia Bank Limited claim a debt against us, National Australia Bank Limited are required to verify/validate that alleged debt by providing us with a copy of the above mentioned documents and answer in writing the questions noted above, and provide a notice signed under full commercial liability and subject to the penalties of perjury, certifying that all of the replies and details given to the above requirements are true and without deception, fraud or mischief.

Accordingly, we afford National Australia Bank Limited a further 30 days to provide verification/validation of your claim against us, by providing the aforementioned documents, and responding, in writing, to the questions asked. As previously noted, your failure/refusal to validate/verify any debt owing by ourselves to National Australia Bank Limited within 30 days from the 29th December 2022, shall be deemed to constitute your acceptance of and agreement to the following terms, which will form the basis of our private settlement agreement:

1. That the alleged debt did not exist in the first place; OR
2. That the alleged debt has already been paid in full; AND
3. That you will not place any adverse listing with any credit reporting agency or, if any such adverse listing has been made, you shall cause it to be removed;
4. You will no longer pursue this matter any further;
5. The matter is now formally settled, finalised and closed.

Should National Australia Bank Limited fail to provide the requisite response in writing, within the extended time frame stipulated, National Australia Bank Limited shall be issued with a formal Notice of Default, without further warning. We look forward to receiving the documents and response referred to here-in within 30 days from the 29th December 2022, or, by private settlement agreement, settling, finalising and closing this matter.

Yours sincerely,



David Michael Barker



Angela Barker

No assured value. No liability. Errors & Omissions Excepted. All Rights Reserved. Without Recourse. Non-Assumpsit.

About your complaint (COM-531571) outcome

From NAB Complaints <complaintsteam@nab.com.au>

To lizlipz<lizlipz@proton.me>

Date Tuesday, January 24th, 2023 at 10:11 Tuesday, January 24th, 2023 at 10:11



Dear David,

We have finalised our investigation of your complaint

Thank you for your patience while I worked to investigate your concerns, as submitted on Thursday, 29 December, 2022.

My understanding of your complaint

We thank you for reaching out to us in relation to your current NAB Home Loans, I would like to firstly set out my understanding of your complaint.

1. You have requested for us to confirm the mortgage with NAB and provide contracts in relation to the acceptance of said mortgage.
2. You are request copies of your contract, along with proof the NAB held the fund utilised to fund your property.
3. You have highlighted you believe the contract is not enforceable and had requested confirmation if any debt is currently still being secured by your property.

Our response to your complaint

- First of all I would like to apologise for the experience.
- I understand you have contacted the branch multiple times in relation to the requesting documentation.

- Based on our review you current have 2 NAB Home Loans attached to the property highlighted in your complaint. They are your NAB Home Loans ending in 1677 and 0394, these loans are current and active.
- Your NAB Home Loan ending in 1677 currently has a current balance of \$15,222.77 DR as of the 24/01/2023.
- Your NAB Home Loan ending in 0394 currently has a current balance of \$121,861.50 DR as of the 24/01/2023.
- As per your request we have attached to this email and password protected the following documents for your safety, we have sent the password through the form of a text.

1. Letter of Offer
2. Signed Mortgage Documents
3. Memorandum of common provisions
4. Credit Contract General Terms
5. Approval Letter

- If you require any further documents please feel free to request them through the below information request form.

<https://www.nab.com.au/content/dam/nabrwd/documents/forms/banking/personal-information-request-for-access.pdf>

- We can confirm all relevant documentation were accepted online through internet banking on the 04/02/2020, with the Mortgage physically signed and dated 03/02/2020 by all relevant clients and signed by NAB on the 06/02/2020, this can be seen on the attached mortgage document.

- Furthermore we understand you had questioned the manner in which we fund lending, under the banking code of practise, NAB are not required to provide internal processing document on funding.

- As such NAB are not in a position to waive the current debt.

- If you are experiencing any financial hardship we would like to be there to support you as such you may wish to contact our NAB Assist Team on 1300 661 114

Next Steps

If you have any questions about this outcome, you can get in touch with me via 1800 152 015 (Option 2, then select Option 1) or email complaintsteam@nab.com.au with your reference number COM-531571 .

We are committed to resolving your concerns with you directly.

If you're not comfortable with this, you can choose to take your complaint to the Australian Financial Complaints Authority (AFCA). There may be a time limit in contacting AFCA – so get in touch with them promptly or check their website for more information.

Online: afca.org.au

Mail: Australian Financial Complaints Authority,

Email: info@afca.org.au

GPO Box 3, Melbourne VIC 3001

Phone: 1800 931 678

Regards,

Tony

Case Manager, NAB Resolve

Customer Resolution and Remediation | National Australia Bank Limited

Please consider the environment before printing this email

The information contained in this email communication may be confidential. If you have received this email in error, please notify the sender by return email, delete this email and destroy any copy.

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