



Product Disclosure Statement

for an offer of membership in the

NZAS Retirement Fund

Issued by NZAS Retirement Fund Trustee Limited

Dated: 20 December 2019

This document gives you important information about this investment to help you decide whether you want to invest. There is other useful information about this offer at www.disclose-register.companiesoffice.govt.nz. NZAS Retirement Fund Trustee Limited has prepared this document in accordance with the Financial Markets Conduct Act 2013. You can also seek advice from a financial adviser to help you to make an investment decision.

This document replaces the Product Disclosure Statement dated 25 September 2019.

Section 1 - Key Information Summary

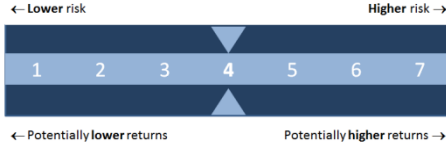
What is this?

This is a managed investment scheme. Your money will be pooled with other investors' money and invested in various investments. NZAS Retirement Fund Trustee Limited (**Trustee, we, us or our**) will invest your money and charge you a fee for its services. The returns you receive are dependent on the investment decisions of the Trustee and of its underlying investment managers and the performance of the investments. The value of those investments may go up or down. The types of investments and the fees you will be charged are described in this document.

What will your money be invested in?

The NZAS Retirement Fund (**Fund**) offers four investment options for you to invest in. These investment options are summarised below. More information about the investment target and strategy for each investment option is provided in Section 3 (*Description of your investment options*) on pages 12 and 13.

Option	Description and objective	Risk indicator	Estimated annual fund charges*
Cash	<p>Policy: The Cash option invests 100% in cash and cash equivalents (short-term interest-bearing products).</p> <p>Objective: returns near 90-day bank bill rates.</p>		<p>0.33%</p> <p>The Employers meet all other costs, except as outlined below.</p>
Conservative	<p>Policy: The Conservative option has target asset allocations of:</p> <ul style="list-style-type: none"> • 32% growth (equities, property and other real assets) • 68% income (fixed interest, cash and cash equivalents). <p>Objective: average returns of 1.5% p.a. above CPI increases over rolling 5 year periods.</p>		<p>0.59%</p> <p>The Employers meet all other costs, except as outlined below.</p>
Balanced	<p>Policy: The Balanced option has target asset allocations of:</p> <ul style="list-style-type: none"> • 60% growth (equities, property and other real assets) • 40% income (fixed interest, cash and cash equivalents). <p>Objective: average returns of 2.5% p.a. above CPI increases over rolling 8 year periods.</p>		<p>0.74%</p> <p>The Employers meet all other costs, except as outlined below.</p>

<p>Growth</p>	<p>Policy: The Growth option has target asset allocations of:</p> <ul style="list-style-type: none"> • 90% growth (equities, property and other real assets) • 10% income (fixed interest, cash and cash equivalents). <p>Objective: average returns of 3% p.a. above CPI increases over rolling 10 year periods.</p>		<p>0.82%</p> <p>The Employers meet all other costs, except as outlined below.</p>
----------------------	---	--	--

* This is a percentage of the net asset value of the fund - see Section 5 (*What are the fees?*) on pages 15 and 16 for more information.

Insurance charges: in addition to the above fees, you will also be charged for insurance cover where applicable. The insurance charges will vary based on your age, sex, and selected level of insurance cover and the Trustee therefore cannot make a reasonable assessment of them. See Section 5 (*What are the fees?*) on pages 15 and 16 for more information.

More information about risk indicator: See Section 4 (*What are the risks of investing?*) on page 14 for an explanation of the risk indicator and for information about other risks that are not included in the risk indicator. To help you clarify your own attitude to risk, you can seek financial advice or work out your risk profile at www.sorted.org.nz/tools/investor-kickstarter.

Who manages the NZAS Retirement Fund?

NZAS Retirement Fund Trustee Limited is the manager of the Fund. See Section 7 (*Who is involved?*) on pages 17 and 18 for more information.

How can you get your money out?

You will be eligible to receive your **Standard Balance** (see page 8) from the Fund as a lump sum when you leave your Employer’s employment or reach New Zealand Superannuation age, which is currently 65 (**NZ Super age**).

With limited exceptions (significant financial hardship, permanent emigration and buying a first home) your **Locked-in Balance** (see page 8) will not be payable until you reach your **Lock-in Date** (usually age 65) and must be transferred to KiwiSaver when you leave your Employer’s employment.

In some cases of early withdrawal from your locked-in account you must leave a certain amount in that account.

If you die, or we are satisfied you are leaving service due to Total Disablement or Ill-Health (see page 10), additional insured benefits will generally be payable. You can choose (and change) your insurance cover level.

For more information about withdrawals see pages 8 to 11 in Section 2 (*How does this investment work?*).

How will your investment be taxed?

The Fund is not a portfolio investment entity for tax purposes. See Section 6 (*What taxes will you pay?*) on page 17 for more information.

Where can you find more key information?

The Trustee is required to publish annual updates for each investment option. The updates show the returns, and the total fees actually charged to investors, during the previous year. The latest fund updates are available on the *Documents & forms* page at www.realsuper.superfacts.co.nz.

The Trustee will also give you copies of those documents on request.

TABLE OF CONTENTS

SECTION 1 - KEY INFORMATION SUMMARY	2
SECTION 2 - HOW DOES THIS INVESTMENT WORK?	6
SECTION 3 – DESCRIPTION OF YOUR INVESTMENT OPTIONS	12
SECTION 4 - WHAT ARE THE RISKS OF INVESTING?	14
SECTION 5 - WHAT ARE THE FEES?	15
SECTION 6 - WHAT TAXES WILL YOU PAY?	17
SECTION 7 - WHO IS INVOLVED?	17
SECTION 8 - HOW TO COMPLAIN	18
SECTION 9 - WHERE YOU CAN FIND MORE INFORMATION	19
SECTION 10 - HOW TO APPLY	19

Section 2 - How does this investment work?

This Product Disclosure Statement offers you membership of the NZAS Retirement Fund, which is a trust registered under the Financial Markets Conduct Act 2013 as an employer-related restricted workplace savings scheme and is designed to help you save for your retirement.

Your Fund membership is governed by a Trust Deed setting out your membership benefits.

The Fund is also a complying superannuation fund for KiwiSaver purposes.

The significant benefits of investing in the Fund include employer contributions above compulsory KiwiSaver contribution levels and your employer meeting all administration costs other than investment-related and insurance costs.

When you invest in the Fund, we will 'pool' your contributions with those of other members and invest them in your chosen investment option(s). As the Fund's assets are a single trust fund, if the assets held for an investment option are insufficient to meet the liabilities attributable to that investment option, those liabilities can be met from Fund assets generally.

Joining the scheme

The Fund is only offered to employees of New Zealand Aluminium Smelters Limited and Pacific Aluminium (New Zealand) Limited (**Employers**). All continuous permanent employees of the Employers must join the Fund. Other employees can choose whether or not to join.

To join the Fund you must complete and return the Application for Membership form at the back of this document.

Further information on how to join is set out in Section 10 (*How to apply*) on page 19.

Making investments

Employee contributions

You must contribute from your after-tax pay at the rate of **4%** of your **Base Salary**.

This is your before-tax salary excluding bonuses and allowances.

Your Employer will deduct your contributions from your after-tax pay and pay them to the Administrator. They will be credited to your **member account** in the Fund, except to the extent locked in (see below).

You can choose to pay all or some of your contributions to a **locked-in account** on a KiwiSaver-like basis. Currently, if you choose to contribute to your locked-in account then at least the first 3% of your 4% contribution must be paid into your locked-in account, with the remaining portion of your contributions paid to your member account.

You can make additional contributions if you want, subject to an overall maximum contribution rate of 20% of your Base Salary. Additional contributions must also be deducted from your after-tax pay and be a Base Salary percentage.

If when you join the Fund you have reached age 65, you need not contribute. If you do, you must pay 4%.

Stopping your contributions

You can choose to stop contributing if you reach NZ Super age while still in service. In that case your Employer will continue contributing, but at only 4% of your Base Salary.

You cannot otherwise stop contributing unless you are on temporary absence without pay. Contributions during temporary absence without pay cannot be more than those you were making immediately before commencing temporary absence.

If you are contributing to a locked-in account, you can stop making locked-in contributions if (and for as long as) you wish. While you do so:

- you can make contributions only to your member account; and
- your Employer's contributions will be paid on the standard – i.e. non-locked-in – basis (except as outlined below).

Employer contributions

If you are in continuous permanent employment you will be a 'Subsidised Member' and your Employer will contribute 10% of your Base Salary plus 5% of any lump sum bonus.

Your Employer's contributions will be credited to your **company account** in the Fund except to the extent locked in (see below).

Contribution tax (see page 17) will be deducted from those contributions before the net amounts are paid to the Fund.

If you choose to lock in some of your contributions, the portion of your Employer's contributions equal to 3% of your Base Salary (less contribution tax) will be paid to your locked-in account.

If you are not a Subsidised Member you will be 'Unsubsidised' and, unless you choose to contribute on the locked-in basis, your Employer will not contribute to the Fund for your benefit. If you choose a lock-in, you will receive a locked-in Employer contribution of 3% of your Base Salary.

Government contributions

If you are contributing to a locked-in account and have not reached your Lock-in Date (see page 8) then you will receive Government contributions to your locked-in account.

These will be 50¢ for each dollar of your own locked-in contributions, up to a maximum Government contribution of \$521.43 a year (equal to \$10 a week) paid after 30 June.

If you are only eligible for a part-year, you will get a lesser Government contribution for that year (based on the number of days you were eligible).

If you also contribute to a KiwiSaver scheme, your Government contributions will be paid either to the Fund or to that KiwiSaver scheme (if that KiwiSaver scheme claims those contributions from the Government before we do).

Investment earnings applied to your accounts

We will apply earnings to your Fund balance based on the investment returns from your chosen option(s) less investment income tax and investment-related costs.

For details on how the monthly and interim earnings rates applied to Fund accounts are determined, see our *Crediting Rate Policy* and *Other Material Information* documents. Both are on www.disclose-register.companiesoffice.govt.nz (**Disclose Register**) - select *search offers* and enter *NZAS*.

Fund and KiwiSaver

What if you are already in KiwiSaver?

If you are in KiwiSaver when joining the Fund and have less than a year's KiwiSaver membership, you can delay commencing your Fund contributions until you complete a year's KiwiSaver membership (as you can then take a KiwiSaver 'savings suspension').

If you are a Subsidised Member, during this delay period you will receive the Employer contribution of 10% of Base Salary (and 5% of any bonus) less the compulsory Employer contributions being paid to your KiwiSaver scheme.

Can you contribute to KiwiSaver while in the Fund?

Yes, but if so (except as outlined above):

- you must still contribute 4% to the Fund; and
- unless you are an Unsubsidised Member, no Employer contributions will be payable to KiwiSaver for your benefit;

as all compulsory Employer contributions to which you are or become entitled under the KiwiSaver Act are paid to the Fund (on a locked-in basis) and not to KiwiSaver.

If you only contribute to a standard member account in the Fund and also contribute to KiwiSaver from pay then, until your Lock-in Date (see below), the portion of your Employer's Fund contributions which equals 3% of your Base Salary will be paid to a locked-in account (to meet your Employer's KiwiSaver contribution obligations) and your Employer will not contribute to your KiwiSaver scheme.

Withdrawing your investments

You will be eligible to receive the portion of your Fund balance relating to contributions made on the standard basis (**Standard Balance**) as a lump sum when you leave your Employer's employment or reach NZ Super age.

Any portion of your Fund balance relating to contributions made on KiwiSaver-like terms (**Locked-in Balance**) will be payable on reaching your **Lock-in Date**.

Your Lock-in Date is NZ Super age (currently 65) unless you first joined KiwiSaver or made locked-in contributions before 1 July 2019, in which case it is the later of:

- when you reach NZ Super age; and
- when you complete a total of 5 years' locked-in membership (which includes any KiwiSaver scheme membership).

From 1 April 2020, if your Lock-in Date is later than NZ Super age, you can choose NZ Super age as your Lock-in Date. If you do so, then from NZ Super age (or from the date of that election if later):

- you will be eligible to withdraw some or all of your Locked-in Balance; but
- you will no longer be eligible for Government contributions.

Generally, your Locked-in Balance must otherwise be transferred to a KiwiSaver scheme when you leave service.

In summary, the main circumstances in which benefits are payable from the Fund are:

Benefit	Standard Balance	Locked-in Balance
Leaving service	✓	X
NZ Super age	✓	✓*
Death	✓	✓
Total Disablement	✓	✓**
Ill-Health	✓	✓**
First home purchase	X	✓
Significant financial hardship	X	✓

*So long as you have reached your Lock-in Date.

**If this also qualifies as serious illness (see below).

We elaborate below. For more information on when you can make a withdrawal, see the *Other Material Information* on the Fund on the Disclose Register (select *search offers* and enter *NZAS*).

Reaching NZ Super age or Lock-in Date

You can (but need not) withdraw some or all of:

- your Standard Balance if you reach NZ Super age
- your Locked-in Balance if you reach your Lock-in Date.

Leaving service

Standard Balance

You can withdraw your Standard Balance when you leave your Employer's employment.

If you leave service:

- aged 45 or more, with 15 or more years' service; or
- aged 55 or more; or
- due to Total Disablement or Ill-Health (see below);

you can choose to stay in the Fund by transferring your Standard Balance to a retirement account.

You cannot contribute to a retirement account. You may make a withdrawal from it at any time but must leave at least \$5,000 in the Fund after any partial withdrawal.

Locked-in Balance

When you leave your Employer's employment you must transfer your Locked-in Balance to a KiwiSaver scheme, unless you are:

- permitted (and have chosen) to leave your Standard Balance in the Fund – in that case you may also leave your Locked-in Balance in the Fund; or
- otherwise permitted to make an early withdrawal from your Locked-in Balance.

You cannot contribute to your Locked-in Balance after leaving service.

Death, Total Disablement or Ill-Health

If you are a Subsidised Member and die or suffer Total Disablement (for the *Total Disablement* definition, see the *Other Material Information* on the Disclose Register) your benefit will include (on top of your total Fund balance):

- an amount equal to your current Base Salary (unless your Employer has already paid this additional amount); plus
- if you are aged below 65, an insured benefit (see below).

If you are a Subsidised Member and leave service due to Ill-Health before age 65 (for the *Ill-Health* definition, see the *Other Material Information* on the Disclose Register) your benefit will include (on top of your Standard Balance) half the insured benefit which would have been payable had you suffered Totally Disablement.

Conditions apply to acceptance of insurance cover and we may restrict (or decline to grant) cover to you based on your state of health or other relevant circumstances. If we do this we will tell you in writing.

Your death benefit will be paid to your personal representatives (i.e. the executors of your Will or, if you have died without a valid Will, the administrators of your estate).

If when you die you have a spouse (this includes a long-term de facto partner) your death benefit will be relationship property. This means a court may in some cases override the requirement to pay the benefit to your estate and order some of it to be paid direct to your spouse.

Insurance levels

If you are a Subsidised Member, you may choose one of three levels of insurance for death and Total Disablement. These are **basic**, **medium** and **top**:

8% (basic) 12% (medium) 16% (top)	of Base Salary times complete years (and proportionately for complete months) from date of death or Total Disablement to age 65, subject to maximum cover of 3 (basic), 4.5 (medium) or 6 (top) times Base Salary.
--	--

Insurance cover ceases at age 65 but until then you must have at least basic cover.

Ill-Health cover is at half the selected level.

You can apply to change your insurance cover level, effective from the 1st of the following month or another date we nominate, by completing and returning the necessary form at least 5 working days before a month-end. Go to the *Documents & forms* page on www.realsuper.superfacts.co.nz or call the helpline **0508 266 787**.

Serious illness

If we are reasonably satisfied that you have suffered serious illness (as defined for KiwiSaver purposes) we may allow you to withdraw both your Standard Balance and your Locked-in Balance.

Early withdrawal from Locked-in Balance

You can make an early withdrawal from your Locked-in Balance in limited circumstances. You must give us supporting evidence so we can decide whether to allow the withdrawal.

Significant financial hardship

We may allow you to make a withdrawal from your Locked-in Balance if we are reasonably satisfied you are suffering or likely to suffer from significant financial hardship (as defined for KiwiSaver purposes) and the withdrawal is needed to alleviate that hardship. The withdrawal cannot include any Government contributions.

Permanent emigration

One year after you permanently emigrate you can withdraw your Locked-In Balance (excluding Government contributions) from the Fund. We must in that case repay your Government contributions to the Government. If you intend emigrating to Australia and wish to transfer your Locked-in Balance to an Australian scheme, you must transfer from the Fund to a KiwiSaver scheme before emigrating.

Buying a first home

If you have been a member of the Fund (and/or have belonged to a KiwiSaver scheme) for 3 or more years, you may withdraw some or all of your Locked-in Balance to help you buy your first home or land. To do this you must:

- intend the property to be your main home;
- never have made a home purchase withdrawal; and
- never have owned land or a house, alone or jointly (limited exceptions apply) or be considered by Housing New Zealand to be in the same financial situation as a first home buyer (see www.hnzc.co.nz).

Transferring to a KiwiSaver scheme

You may transfer some or all of your Locked-in Balance from the Fund to a KiwiSaver scheme at any time, by contracting directly with the other scheme provider and filling in a transfer form.

Withdrawal required by law

A withdrawal may also be required by law (for example, if a court orders the release of funds from your accounts).

How to switch between investment options

You can choose at any time how your Fund balance is invested.

You can do this (effective from the first day of the following month) by:

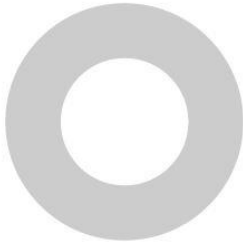
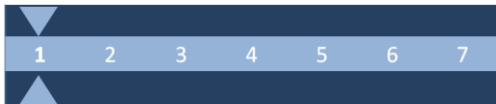

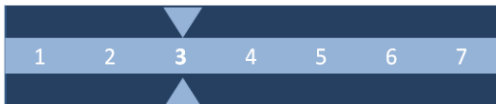


- logging on to www.realsuper.superfacts.co.nz (using your member number and PIN);
- selecting *Investments* and then *Change your investments* from the menu bar; and
- inserting your new chosen option(s) in whole percentages adding up to 100%.

Alternatively, a paper form is available from *Documents & forms* on www.realsuper.superfacts.co.nz or by calling the helpline **0508 266 787**. This must be received at least five working days before month-end.

Section 3 – Description of your investment options

The Fund offers a choice of four investment options, as outlined below.

You can elect to split your investments (in whole percentages) between any of these options (the total must equal 100%). Your choice of an investment option, or combination of options, should reflect your own investment objectives, risk tolerance and investment time frame.

Option	Investment strategy and objectives	Target investment mix	Risk indicator																		
Cash	<p>Strategy: The Cash option invests solely in cash and cash equivalents.</p> <p>We intend it to:</p> <ul style="list-style-type: none"> have a very low risk of negative return be likely to experience minimal fluctuations in returns be very unlikely to achieve high returns <p>Objective: returns near 90-day bank bill rates</p> <p>Suggested investment timeframe (minimum): no minimum recommended timeframe</p>	 <p>CASH</p> <table border="1"> <tr><td>Cash and cash equivalents</td><td>100%</td></tr> <tr><td>New Zealand fixed interest</td><td></td></tr> <tr><td>International fixed interest</td><td></td></tr> <tr><td>Australasian equities</td><td></td></tr> <tr><td>International equities</td><td></td></tr> <tr><td>Listed property</td><td></td></tr> <tr><td>Unlisted property</td><td></td></tr> <tr><td>Commodities</td><td></td></tr> <tr><td>Other</td><td></td></tr> </table>	Cash and cash equivalents	100%	New Zealand fixed interest		International fixed interest		Australasian equities		International equities		Listed property		Unlisted property		Commodities		Other		<p>← Lower risk Higher risk →</p>  <p>← Potentially lower returns Potentially higher returns →</p>
Cash and cash equivalents	100%																				
New Zealand fixed interest																					
International fixed interest																					
Australasian equities																					
International equities																					
Listed property																					
Unlisted property																					
Commodities																					
Other																					
Conservative	<p>Strategy: The Conservative option has a lower allocation to growth assets (equities, property and other real assets) than to income assets (fixed interest, cash and cash equivalents).</p> <p>We intend it to:</p> <ul style="list-style-type: none"> have a low risk of negative return be likely to experience small fluctuations in returns be unlikely to achieve high returns <p>Objective: average returns of 1.5% p.a. above CPI increases over rolling 5 year periods</p> <p>Suggested investment timeframe (minimum): 5 years</p>	 <p>CONSERVATIVE</p> <table border="1"> <tr><td>Cash and cash equivalents</td><td>28%</td></tr> <tr><td>New Zealand fixed interest</td><td>24%</td></tr> <tr><td>International fixed interest</td><td>16%</td></tr> <tr><td>Australasian equities</td><td>6%</td></tr> <tr><td>International equities</td><td>16%</td></tr> <tr><td>Listed property</td><td>2.55%</td></tr> <tr><td>Unlisted property</td><td>1.70%</td></tr> <tr><td>Commodities</td><td>1.50%</td></tr> <tr><td>Other</td><td>4.25%</td></tr> </table>	Cash and cash equivalents	28%	New Zealand fixed interest	24%	International fixed interest	16%	Australasian equities	6%	International equities	16%	Listed property	2.55%	Unlisted property	1.70%	Commodities	1.50%	Other	4.25%	<p>← Lower risk Higher risk →</p>  <p>← Potentially lower returns Potentially higher returns →</p>
Cash and cash equivalents	28%																				
New Zealand fixed interest	24%																				
International fixed interest	16%																				
Australasian equities	6%																				
International equities	16%																				
Listed property	2.55%																				
Unlisted property	1.70%																				
Commodities	1.50%																				
Other	4.25%																				
Balanced	<p>Strategy: The Balanced option has a higher allocation to growth assets (equities, property and other real assets) than to income assets (fixed interest, cash and cash equivalents).</p> <p>We intend it to:</p> <ul style="list-style-type: none"> have a moderate risk of negative return be likely to experience moderate fluctuations in returns over the short term be likely to achieve a higher return than Conservative over the longer term <p>Objective: average returns of 2.5% p.a. above CPI increases over rolling 8 year periods</p> <p>Suggested investment timeframe (minimum): 7 years</p>	 <p>BALANCED</p> <table border="1"> <tr><td>Cash and cash equivalents</td><td>8%</td></tr> <tr><td>New Zealand fixed interest</td><td>12%</td></tr> <tr><td>International fixed interest</td><td>20%</td></tr> <tr><td>Australasian equities</td><td>10%</td></tr> <tr><td>International equities</td><td>35%</td></tr> <tr><td>Listed property</td><td>3.83%</td></tr> <tr><td>Unlisted property</td><td>2.55%</td></tr> <tr><td>Commodities</td><td>2.25%</td></tr> <tr><td>Other</td><td>6.37%</td></tr> </table>	Cash and cash equivalents	8%	New Zealand fixed interest	12%	International fixed interest	20%	Australasian equities	10%	International equities	35%	Listed property	3.83%	Unlisted property	2.55%	Commodities	2.25%	Other	6.37%	<p>← Lower risk Higher risk →</p>  <p>← Potentially lower returns Potentially higher returns →</p>
Cash and cash equivalents	8%																				
New Zealand fixed interest	12%																				
International fixed interest	20%																				
Australasian equities	10%																				
International equities	35%																				
Listed property	3.83%																				
Unlisted property	2.55%																				
Commodities	2.25%																				
Other	6.37%																				

Option	Investment strategy and objectives	Target investment mix	Risk indicator																				
Growth	<p>Strategy: The Growth option invests primarily in growth assets (equities, property and other real assets) but has a small allocation to income assets (fixed interest, cash and cash equivalents).</p> <p>We intend it to:</p> <ul style="list-style-type: none"> • have a higher risk of negative return • likely experience considerable fluctuations in returns over short term • have the highest overall return <p>Investment objective: average returns of 3% p.a. above CPI increases over rolling 10 year periods</p> <p>Suggested investment timeframe (minimum): 10 years</p>	<table border="1"> <thead> <tr> <th colspan="2">GROWTH</th> </tr> </thead> <tbody> <tr> <td>Cash and cash equivalents</td> <td>2%</td> </tr> <tr> <td>New Zealand fixed interest</td> <td>2%</td> </tr> <tr> <td>International fixed interest</td> <td>6%</td> </tr> <tr> <td>Australasian equities</td> <td>18%</td> </tr> <tr> <td>International equities</td> <td>54.50%</td> </tr> <tr> <td>Listed property</td> <td>4.46%</td> </tr> <tr> <td>Unlisted property</td> <td>2.98%</td> </tr> <tr> <td>Commodities</td> <td>2.62%</td> </tr> <tr> <td>Other</td> <td>7.44%</td> </tr> </tbody> </table>	GROWTH		Cash and cash equivalents	2%	New Zealand fixed interest	2%	International fixed interest	6%	Australasian equities	18%	International equities	54.50%	Listed property	4.46%	Unlisted property	2.98%	Commodities	2.62%	Other	7.44%	<p>← Lower risk → Higher risk →</p> <p>← Potentially lower returns → Potentially higher returns →</p>
GROWTH																							
Cash and cash equivalents	2%																						
New Zealand fixed interest	2%																						
International fixed interest	6%																						
Australasian equities	18%																						
International equities	54.50%																						
Listed property	4.46%																						
Unlisted property	2.98%																						
Commodities	2.62%																						
Other	7.44%																						

If you do not choose how your Fund balance is to be invested, we will invest it in the **Balanced** option.

Our current Statement of Investment Policy and Objectives (**SIPO**), covering all four investment options, contains additional details about our investment objectives and policy for the Fund and each investment option (including asset class descriptions, permitted ranges by asset class, details of investment funds into which we invest and how we manage exposures to international currencies).

We may change the SIPO at any time, including after reviewing our investment policies and objectives or as a result of significant changes to the investment markets. We can do this without notifying you first. If we change the SIPO you can obtain information, free of charge, about the changes made at www.realsuper.superfacts.co.nz.

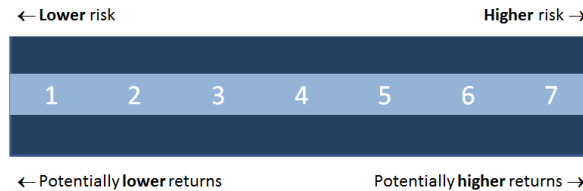
Responsible investment, including environmental, social, and governance considerations, is not taken into account in the investment policies and procedures of the Fund as at the date of this Product Disclosure Statement.

Further information about the assets in each investment option can be found in the fund updates at www.realsuper.superfacts.co.nz.

Section 4 - What are the risks of investing?

Understanding the risk indicator

Managed funds in New Zealand must have a standard risk indicator. The risk indicator is designed to help investors understand the uncertainties both for loss and growth that may affect their investment. You can compare funds using the risk indicator.



For the risk indicator rating for each investment option, see the table on pages 12 and 13.

The risk indicator is rated from 1 (low) to 7 (high). The rating reflects how much the value of the relevant assets goes up and down (volatility). A higher risk generally means higher potential returns over time, but more ups and downs along the way.

To help you clarify your own attitude to risk, you can seek financial advice or work out your risk profile at www.sorted.org.nz/tools/investor-kickstarter.

Note that even the lowest category does not mean a risk-free investment, and there may be other risks that are not captured by this rating.

This risk indicator is not a guarantee of an investment option's future performance. The risk indicator is based on the returns data for the 5 years ended 30 September 2019. While risk indicators are usually relatively stable, they do shift from time to time. You can see the most recent risk indicator in the latest fund update for each investment option.

General investment risks

Some of the things that may cause a fund's value to move up and down, which affect the risk indicator, are:

- **Investment portfolio and asset class risk** - each investment option will be subject to the particular risks applying to the types of assets we invest in (investment options with a higher concentration of growth assets have a corresponding higher level of risk).
- **Market risk** - returns on the investments held for an investment option will be affected by the performance of the investment markets generally (market performance is affected by demand and supply and economic, technological, political, tax and regulatory conditions as well as market sentiment).
- **Currency risk** - where an investment option involves investments outside New Zealand, returns will be affected by movements between the other currencies and the New Zealand dollar.
- **Interest rate risk** - the market value of an investment option that includes fixed income investments can change due to changes in interest rates generally (relatively small changes in interest rates can significantly impact the market value of fixed income assets).

Other specific risks - No other specific risks have been identified.

For more information on the risks of investing in the Fund, see the *Other Material Information* on the Fund on the Disclose Register (select *search offers* and enter *NZAS*).

Section 5 - What are the fees?

You will be charged fees for investing in the NZAS Retirement Fund. Fees are deducted from your investment and will reduce your returns. If the Trustee invests in other funds, those funds may also charge fees. The fees you pay will be charged in two ways:

- regular charges (for example, annual fund charges). Small differences in these fees can have a big impact on your investment over the long term:
- one-off fees (currently none).

Annual fund charges	
Estimated annual fund charges (as a percentage of net asset value)	Cash option 0.33%
	Conservative option 0.59%
	Balanced option 0.74%
	Growth option 0.82%
Other charges	
The Employers pay all other administration costs (other than catastrophe insurance premiums, which are deducted from the Fund's insurance account).	
Insurance charges	
<p>If you are a Subsidised Member accepted for death, Total Disablement and Ill-Health insurance cover from the Fund, we will deduct insurance charges from your company account each year and pay them into the Fund's insurance account (from which we pay death, Total Disablement and Ill Health benefits).</p> <p>These charges will vary depending on your chosen level of cover (basic, medium or top) and will increase with age. For the current standard insurance charges, see the <i>Other Material Information</i> on the Fund on the Disclose Register (select <i>search offers</i> and enter NZAS).</p>	

The estimated annual fund charges are based on estimates of all investment management fees and expenses (including underlying fund charges) and all investment consulting and investment advisory costs charged to the Fund.

We deduct all investment-related (i.e. investment management, investment consulting and investment advisory) costs from the Fund's income before we determine earnings rates, and we deduct insurance charges from your Fund balance each year. These charges will affect your benefit from the Fund.

Actual fund charges will vary from the estimates. Details are available in the latest fund updates (and for more information on the estimation basis used, see the *Other Material Information* on the Disclose Register).

Individual action fees

There are no individual action fees.

Example of how fees apply to an investor

John invests \$10,000 in the Balanced option. The starting value of his investment is \$10,000.

He is charged investment-related fees, which work out to about \$74 (0.74% of \$10,000). These fees might be more or less if his account balance has increased or decreased over the year.

Estimated total fees for the first year

Fund charges: \$74

Other charges: John will also have insurance charges deducted from his company account. The exact amount of those charges will vary depending on cover level and age.

See the latest fund update for an example of the actual returns and fees investors were charged over the past year.

This example applies only to the Balanced option. If you are considering investing in other investment options in the Fund, this example may not be representative of the actual fees you may be charged.

The fees can be changed

The fees charged can be changed as follows.

Annual charges***Investment management***

The fees charged by the managers of the underlying funds into which we invest may change from time to time.

Investment consulting and investment advice

The Administrator also acts as our Investment Consultant. Its fee for providing investment consulting services increases annually in line with the national average weekly earnings index (see www.stats.govt.nz).

Melville Jessup Weaver Limited acts as our Investment Adviser on an as required basis, charging time cost-based fees which can be changed with our agreement.

Insurance charges

We can increase or decrease the insurance charges after taking actuarial advice and considering claims levels.

General

The Trustee must publish a fund update for each investment option showing the fees actually charged during the most recent year. Fund updates, including past updates, are available at www.realsuper.superfacts.co.nz.

Section 6 - What taxes will you pay?

Tax can have significant consequences for investments – if you have queries relating to the tax consequences of investing in the Fund, you should obtain professional advice on those consequences.

Tax on investment income

The Fund is not a portfolio investment entity (PIE) for tax purposes. This means it is currently taxed at the rate of 28% on all taxable investment income.

Tax on contributions

Your Employer must deduct employer's superannuation contribution tax (**ESCT**) from its contributions before they are paid to the Fund.

For more information on the tax treatment of the Fund's investment income, and information on the ESCT deducted from your Employer's contributions, see the *Other Material Information* on the Fund on the Disclose Register (select *search offers* and enter NZAS). That document is also available on the *Documents & forms* page at www.realsuper.superfacts.co.nz.

Section 7 - Who is involved?

About the Trustee

NZAS Retirement Fund Trustee Limited is the trustee of the Fund. It admits employees to membership and is legally responsible for ensuring that the Fund is managed and administered in members' best interests and complies with the law.

As at the date of this Product Disclosure Statement the Trustee has eight directors:

Company appointed

Paula Checketts (Invercargill)
Stewart Hamilton (Invercargill) - Chair
Stephanie Pearce (Queensland, Australia)
Tim McGuinness (Wellington – Licensed Independent Trustee director)

Member elected

Grant Cuff (Invercargill)
Kim Hill (Invercargill)
Allan Meikle (Invercargill)
Karen Sturman (Invercargill)

For more information about the Trustee, the directors of the Trustee and how the Trustee's directors are appointed, see the *Other Material Information* on the Fund on the Disclose Register (select *search offers* and enter NZAS).

The Trustee can be contacted at the following address:

Philippa Kalasih
Fund Secretary
NZAS Retirement Fund
c/- Mercer (N.Z.) Limited
20 Customhouse Quay
PO Box 2897
Wellington 6140

Email: Philippa.kalasih@mercero.com

Phone: (04) 819 2641

Our contact address at any time is also available at www.realsuper.superfacts.co.nz.

Who else is involved?

Party	Name	Role
Administrator	Mercer (N.Z.) Limited	Administers the Fund on our behalf

The Fund does not have its own investment managers. As at the date of this Product Disclosure Statement, the investment managers of the underlying funds into which the Fund's assets are directly invested are:

- AMP Capital Investors (New Zealand) Limited - fixed interest, cash and cash equivalents;
- ANZ New Zealand Investments Limited - international equities;
- Harbour Asset Management Limited - Australasian equities;
- Mercer (N.Z.) Limited - real assets (listed and unlisted property, commodities and other) and international fixed interest; and
- Nikko Asset Management New Zealand Limited – Australasian equities.

We may change our Administrator or an underlying fund manager at any time.

Section 8 - How to complain

We have an internal complaints process and will investigate your concerns promptly and fairly.

You may complain by telephone, email or letter. In the first instance, please contact:

Philippa Kalasih
Fund Secretary
NZAS Retirement Fund
c/- Mercer (N.Z.) Limited
20 Customhouse Quay
PO Box 2897
Wellington 6140

Email: Philippa.kalasih@mercero.com

Phone: (04) 819 2641

The Fund Secretary will raise the concern or complaint with us if unable to resolve it.

We are a member of Financial Services Complaints Limited (**FSCL**), an independent dispute resolution scheme to which you can complain. We have 40 working days to respond to your complaint. If you are not satisfied by our response, you may refer the matter to FSCL by emailing info@fscl.org.nz, calling 0800 347 257 or writing to:

Financial Services Complaints Limited
4th Floor, 101 Lambton Quay
P O Box 5967, Lambton Quay
Wellington 6145

FSCCL will not charge a fee to you to investigate or resolve a complaint.

Section 9 - Where you can find more information

Further information relating to the Fund and to membership of the Fund (including financial statements) is available on the Disclose website at www.disclose-register.companiesoffice.govt.nz, which contains both an offers register and a schemes register (search NZAS on each register).

Copies of the information on the Disclose Register are available on request to the Registrar of Financial Service Providers.

Fund updates and other information about the Fund are also available on request from us (care of the Administrator).

Fund's website

The Fund's website, www.realsuper.superfacts.co.nz, contains additional information and resources about the Fund (including the latest annual report, forms, investment updates, newsletters, articles and retirement planning tools) at no charge.

You can see your Fund balance (and check your personal details) at any time by logging into the website and entering your member number and PIN. Those will be issued to you when you join the Fund.

Section 10 - How to apply

The application form to join the Fund as a subsidised member is included in this document. In order to join the Fund on that basis, simply complete the form and return it to the Human Resources Adviser at NZAS.

If you are a fixed term employee then you will need instead to complete form NZAS1B, which is available on request from the Human Resources Adviser, NZAS.

Membership Application Form

Name		Title Mr/Mrs/Ms/Miss
Surname	Given Names	(Please circle one)
Home Address		
Date of Birth	IRD No	Employee Number:

Part A: Contributions

You must contribute 4% of your base salary to the Fund but you can choose to contribute more. You can choose to have some or all of your contributions paid to a locked-in account.

How do you want to contribute? (tick one)

- Standard contributions only** – continue to **section 1** then go to **section 3** if applicable
- Locked-in and standard contributions (or locked-in contributions only)** – go to **section 2**, then go to **section 3** if applicable

I understand that I may vary or discontinue any member contributions in excess of 4% of my base salary effective from the first day of the following month, by completing and returning form *NZAS14A* at least 5 working days prior.

Section 1 – standard contributions only

What percentage of base salary do you want to contribute to your standard member account?

- 4% **or** ___ % (please specify - **minimum 4%** and **maximum 20%**)

Section 2 - locked-in and standard contributions (or locked-in contributions only)

What percentage of base salary do you want to contribute to your locked-in account?

- 3% **or** 4% **or** ___% (please **specify** – **minimum 3%**¹ and maximum 20%)

¹If you choose 3% here then, as your contributions must be a minimum of **4% in total**, you must also choose (below) to contribute at least 1% of base salary to a standard member account.

I understand that:

- with the limited exceptions set out in the Product Disclosure Statement (PDS) for the Fund, access to my locked-in account is not permitted until the Lock-in Date set out in the PDS (usually age 65).
- my employer will also contribute 3% to my locked-in account (and only the remainder of its contributions will be paid to my standard employer account).

What percentage of base salary do you want to contribute to your standard member account?

- ___%²

²If you have chosen to contribute 4% or more to a locked-in account and do not wish to contribute to a standard member account, enter **0%**. If you have chosen to contribute only 3% to a locked-in account, you must enter at least **1%**. Your total contributions cannot exceed 20% of base salary.

Section 3 – complete if you are a KiwiSaver scheme member

How long have you been in KiwiSaver? (tick one)

12 or more months³

Less than 12 months (please specify date KiwiSaver scheme membership commenced: ___ / ___ / ____)

If you have less than 12 months' KiwiSaver membership, then:

- as you must continue contributing to KiwiSaver from your pay until you complete those 12 months, you must complete and return a **KiwiSaver deduction form** (KS2) (see NZAS HR or go to www.kiwisaver.govt.nz) along with this form; but
- unless you tell us otherwise, we will not require you to begin contributing to the Fund (as directed in section 1 or section 2) until you complete 12 months' KiwiSaver membership and can take a KiwiSaver 'savings suspension'³.

If you have already completed, or once you complete, 12 months' KiwiSaver membership:

- member contributions to the Fund will be deducted from your after-tax pay (as directed in section 1 or section 2) **in addition** to any ongoing contributions to your KiwiSaver scheme; and
- if you continue contributing to KiwiSaver from pay, your employer's compulsory contributions will cease being paid to your KiwiSaver scheme and will instead will be paid to a locked-in account established for you in the Fund.

³To stop contributing to your KiwiSaver scheme from pay, complete and return a **Savings suspension request** (KS6) form or complete the online form – see NZAS HR or go to www.kiwisaver.govt.nz.

Part B – Insurance cover

Complete to advise the level of death, Total Disablement and Ill-Health cover you require (See *Insurance levels* in the PDS for more information)

8% pa (basic level)

12% pa (medium level)

16% (top level)

I understand that:

- the basic level of insurance cover is compulsory and the other levels are voluntary;
- I may change my level of cover effective from the first day of the following month (or another date the Trustee nominates) by completing and returning form *NZAS14B* at least 5 working days before a month end;
- if I select a higher level of cover than basic, or later decide on a higher level of cover, I must complete a medical questionnaire and may need to attend a medical examination (and the increased cover will not apply until my acceptance is advised in writing);
- Ill-Health cover is half the selected level above (i.e. 4%, 6% or 8% p.a. for basic, medium or top respectively); and
- the Trustee may impose restrictions on my insurance cover as a result of any medical condition I may have.

Part C – Investment choice

I choose the following investment option or combination of options:

Cash	Conservative	Balanced	Growth	TOTAL (must equal 100%)
_____ %	_____ %	_____ %	_____ %	_____ %

I understand that:

- choosing an investment option or investment options is solely my responsibility;
- the Trustee is not representing or implying that any particular investment option (or combination) is appropriate for my personal circumstances;
- my choice of an investment option (or combination) is a binding direction from me to the Trustee for the purposes of the Trustee Act 1956;
- if I do not choose an investment option or to the extent that the combination of options I choose does not equal 100%, my total account balances will be invested in the Fund's default investment option (currently Balanced); and
- I may change my investment strategy with effect from the first day of the following month, either online at www.realsuper.superfacts.co.nz by the day before the month-end or by completing and returning form NZAS14C 5 working days before the month-end.

Part D: Declaration

I have received a copy of the PDS and wish to become a member of the Fund. I agree to be bound by the provisions of the Fund's Trust Deed as amended from time to time.

I authorise:

- my employer to deduct the required member contributions from my after-tax salary and pay them to the Trustee;
- my employer to give the Trustee the information set out in this form and any other personal information required for the purposes of the Fund from time to time; and
- the Trustee to disclose any personal information relating to me to Pacific Aluminium (New Zealand) Limited, New Zealand Aluminium Smelters Limited or any actuary, auditor, adviser or administrator as necessary for the purposes of the Fund and to obtain personal information from any of those sources.

I understand and agree that:

- while my employer is contributing to the Fund for my benefit, no employer contributions will be made to a KiwiSaver scheme for my benefit (except as outlined in section 3 of Part A of this form if I have yet to complete 12 months' KiwiSaver scheme membership); and
- all payments made on my behalf in accordance with this authority shall be deemed to be payments by me personally to the Trustee.

I declare the information I have provided on this form to be true and correct.

Signed _____

Date: ___ / ___ / _____

Please return to the Human Resources Adviser, NZAS on completion.

To be completed by the Company

Name of employer Date joined employer: ___ / ___ / _____

Subsidised member *(Please tick to confirm that this employee is a subsidised member)*

Verification document attached *(Please ensure that a copy of the employee's driver's licence, passport or birth certificate is attached)*

Signature of employer's representative Date joined Fund: ___ / ___ / _____

Name of employer's representative

Member No..... Current salary \$.....

Total member contributions to the Fund% of base salary

Split as follows:

Member contribution:	Standard account%	Employer contribution:	Standard account%
	Locked-in account%		Locked-in account%
	TOTAL%		TOTAL%