

Product Disclosure Statement

for an offer of membership in the

Ports Retirement Plan

Issuer: Ports Retirement Trustee Limited

Dated: 6 November 2018

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 on www.disclose-register.companiesoffice.govt.nz. Ports Retirement 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 2 November 2017.

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. Ports Retirement Trustee Limited (**Trustee**) 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 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?

We currently invest members' money as summarised below. More information about our investment target and strategy is provided at Section 3 (*Description of our investment strategy*) on page 10.

Ports Retirement Plan						
Investment policy and objective						
<p>Policy: The current investment portfolio for the Ports Retirement Plan (Plan) comprises:</p> <ul style="list-style-type: none"> • a 55% target allocation to equities, property, infrastructure and growth-based alternative assets (Growth Assets); and • a 45% target allocation to fixed interest, cash and income-based alternative assets (Income Assets). <p>Objective: The Trustee's current specific investment objectives for the Plan are to achieve on a rolling 3 year basis, after deducting investment management fees:</p> <ul style="list-style-type: none"> • an after-tax rate of return at least 2.5% per annum above inflation (as measured by CPI increases) assuming the highest prescribed investor rate applying from time to time; and • a before-tax rate of return higher than the average return of the KiwiSaver balanced funds in the <i>MJW Investment Survey</i>. 						
Risk indicator						
← Potentially lower returns			Potentially higher returns ⇒			
1	2	3	4	5	6	7
← Lower risk			Higher risk ⇒			
Fees						
<p>Estimated annual fund charge 0.90% per annum of the net asset value of the Plan. See Section 5 on pages 13 and 14 for more information. The following dollar-based fees are additional.</p> <p>Establishment fee: \$50 (one-off fee charged when you first join).</p> <p>Contribution fee: \$2.50 for each month in which you or your employer contribute.</p> <p>Monthly membership fee: \$5.00 for each complete month of your membership.</p> <p>Year-end membership fee: \$100 a year (charged to you if you are a member as at 31 March).</p> <p>Termination fee: When you leave the Plan we will deduct a termination fee from your Plan balances. Currently this is \$100 plus:</p> <ul style="list-style-type: none"> • any as-yet-unpaid establishment or monthly fees (see above); and • the latest annual fund charge (see below) reduced in proportion to the number of days in the current Plan year that you will no longer be a member. 						

Insurance premiums: In addition to the above fees, you will also be charged insurance premiums for death and Total and Permanent Disablement cover. These will vary based on your level of cover, age, and sex and the Trustee therefore cannot make a reasonable assessment of them. See Section 5 (*What are the fees?*) on pages 13 and 14 for more information about fees and charges.

See Section 4 (*What are the risks of investing?*) on page 12 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 Plan?

The Trustee is the manager of the Plan. See Section 7 (*Who is involved?*) for more information.

How can you get your money out?

The twin main purposes of the Plan are to provide retirement benefits and benefits payable when you leave your employer's service. You can only receive a benefit from the Plan when you:

- leave service (including by reason of death or Total and Permanent Disablement); or
- reach New Zealand Superannuation age, which is currently 65 (if still in service);

or if we accept a Significant Financial Hardship-based partial withdrawal application.

See pages 5 to 9 in Section 2 (*How does this investment work?*) for more information on withdrawals.

How will your investment be taxed?

The Plan is a portfolio investment entity (**PIE**).

The amount of tax you pay in respect of a PIE is based on your prescribed investor rate (**PIR**). This can be 10.5%, 17.5% or 28%. See Section 6 of the PDS (*What taxes will you pay?*) on page 15 for more information.

Where can you find more key information?

The Trustee is required to publish annual updates for the Plan. The updates show the returns, and the total fees actually charged to investors, during the previous year. The latest fund update is available under *Plan Documentation* at <http://portsretirement.org.nz/>. We will also give you a copy of this document on request.

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Section 2 - How does this investment work?

This Product Disclosure Statement offers you membership of the Ports Retirement Plan (**Plan**) which is a trust registered under the Financial Markets Conduct Act 2013 as a restricted workplace savings scheme and is designed to help you save for your retirement. Your membership of the Plan is governed by a Trust Deed which sets out your membership benefits.

The significant benefits of investing in the Plan include the fact that your employer must contribute to it for your benefit and that you have access to death and Total and Permanent Disablement insurance cover. As a managed fund, the Plan gives you access to investments that you may not be able to access as an individual.

When you invest in the Plan, your investment is pooled with those of other members and invested in accounts established and maintained in your name. These are:

- a Member Account, for your contributions and the investment earnings (which may be positive or negative) on those contributions; and
- an Employer Account, for the employer contributions made for your benefit and the investment earnings (which may be positive or negative) on those contributions.

The amount of your savings, when withdrawn, will depend on the contributions made for your benefit, the returns achieved on those contributions and the fees, expenses and taxes deducted.

Joining the scheme

You can join the Plan when, or after, you start working for a **Participating Employer** (see below) or a related company of that Participating Employer. To join you must complete the Application Form at the back of this document and return it to your employer (who will forward it to the Administration Manager).

The Participating Employers as at the date of this document are:

- CentrePort Limited
- Grey District Council
- Lyttelton Port Company Limited
- Ports of Auckland Limited
- Port Marlborough New Zealand Limited
- Port of Napier Limited
- Port Nelson Limited
- Port Otago Limited
- Port Taranaki Limited
- Port of Tauranga Limited
- Primeport Timaru Limited
- Rail & Maritime Transport Union
- South Port New Zealand Limited

Making investments

Your contributions

You must contribute at the rate of not less than 2% of your earnings. Your 'earnings' are the before-tax earnings which you receive from your Participating Employer.

Your Participating Employer will deduct your contributions from your after-tax pay weekly, fortnightly or monthly and pay them to the Administration Manager (Melville Jessup Weaver) monthly.

Your contributions will be placed in your Member Account, to which we will also credit and debit other amounts such as investment earnings (which may be positive or negative), fees and expenses.

You can choose to increase or decrease your regular contributions so long as you pay at least the minimum. You can also (with our consent and on such terms and conditions as we decide) choose to stop contributing to the Plan.

You cannot make lump sum contributions to the Plan – you may only contribute by way of deductions from your after-tax pay.

If you stop contributing while still employed by a Participating Employer then, from the next 1 April, your benefit entitlement from the Plan will be limited to your normal leaving service benefit and no additional insured benefit will be payable if you die or suffer Total and Permanent Disablement.

Your Participating Employer's contributions

Your Participating Employer must contribute to the Plan a before-tax \$1 for every \$1 you contribute, up to the maximum earnings percentage set out in your employment contract.

Your Participating Employer:

- may make additional contributions if we agree; and
- may reduce its before-tax contributions by the amount of any before-tax contributions which it pays to a KiwiSaver scheme for your benefit.

Contribution tax will be deducted from your Participating Employer's contributions before the net amounts are paid to the Plan. For more information, see the *Other Material Information* on the Plan at www.disclose-register.companiesoffice.govt.nz (select *Search Offers* and enter *Ports*).

Your Participating Employer's contributions to the Plan for your benefit will stop on the earlier of two dates:

- when you leave its employment; and
- when you reach New Zealand Superannuation age (currently 65), unless it agrees otherwise.

Your Participating Employer's contributions will be placed in your Employer Account, to which we will also credit and debit other amounts such as investment earnings (which may be positive or negative), insurance premiums, fees and expenses.

Withdrawing your investments

Leaving service

When you leave your Participating Employer's employment (other than for death or Total and Permanent Disablement – see below) you will receive as a lump sum your total Plan balances (adjusted for interim investment earnings, which may be positive or negative, tax and the termination fee – see *What are the fees?* at Section 5 on pages 13 and 14).

New Zealand Superannuation age

If you remain in your Participating Employer's employment after New Zealand Superannuation age, you can withdraw as a lump sum your total Plan balances (adjusted as described above).

Death

If you die before reaching age 70 and while contributing to the Plan then (provided that, if applicable, when you reached New Zealand Superannuation age you elected to retain your insurance cover) we will pay an amount equal to:

- your total Plan balances (adjusted as described above); plus
- subject to insurance (see below), an additional amount based on your age and your **Basic Weekly Wage** (this is 40 times your ordinary before-tax hourly pay rate):

Age at death	Multiple
40 or less	104 times
41 – 49	78 times
50 or more	52 times

Example 1: if you die aged 45 with standard insurance cover and have a Basic Weekly Wage of \$1,300 (based on an hourly rate of \$32.50) then your additional death benefit entitlement will be \$101,400:

$$\$1,300 \text{ times } 78 = \$101,400$$

This will be paid on top of your Plan balances – so if, for example, those balances total \$65,000 then your total death benefit entitlement will be \$166,400:

$$\$65,000 \text{ plus } \$101,400 = \$166,400$$

If you are not contributing, or for any other reason your Participating Employer is not contributing for your benefit, no additional amount will be payable above your Plan balances.

If when you die you have no insurance cover, we will pay only your total Plan balances (adjusted as described under *Leaving service* above).

We will pay your death benefit to one or more of your **Nominated Beneficiaries** as we think fit. These are:

- anyone whose name and details you have notified to us in writing;
- your spouse or a former spouse;
- a parent, child (natural or adopted), step-child, brother or sister (or the wife, husband or child of that relative), whether any child is living or in its mother's womb when you die;
- anyone else who (in our opinion) you were wholly or partly maintaining at any time before you died; and
- your personal representatives (i.e. the executors or administrators of your estate).

If you have a spouse or long-term de facto partner, by law your death benefit will be relationship property. The Family Court may override your preferred beneficiary nomination (and our discretion) and order some of the benefit to be paid to your surviving spouse or partner.

We have taken out insurance, currently with Sovereign Limited (*Sovereign*), to cover any additional amount that may be payable when you die. You must have a medical examination if asked, and provide any statement of health required by our insurer. If you do not join the Plan within 6 months of first becoming eligible (and you therefore do not have automatic insurance cover) then until:

- you have had any examination and/or provided any health statement required by the insurer; and
- the insurer has considered your health statement and the results of any examination and made a decision about cover under our insurance policy,

you will not be entitled to any additional death benefit.

If the insurer (after considering your health statement and the results of any examination):

- decides not to grant cover (or agrees only to grant partial cover) for you; or
- imposes special restrictions on your cover; or
- modifies your insured amount; or
- charges an extra premium for your cover; or
- declines, after you die, to admit a claim on your behalf under the policy;

your death benefit entitlement or the terms of your cover will be modified accordingly.

The cost of each \$1,000 of insurance cover increases with age. For the current standard annual insurance premium payable as at the date of this Product Disclosure Statement for each \$1,000 of insurance cover, see the *Other Material Information* on the Plan at www.disclose-register.companiesoffice.govt.nz (select *Search Offers* and enter *Ports*).

Can I reduce or cancel my additional death benefit?

You may decide (perhaps because you have other life insurance) that a lower than standard level of death insurance cover from the Plan is appropriate for you.

Each 1 April (or when you join the Plan – if you wish to do this when joining, contact the Administration Manager) you will have the chance to reduce your **total** death benefit entitlement to the greater of your Plan balances and the following amount:

Age at death	Multiple of basic weekly wage
40 or less	104 times
41 – 49 inclusive	78 times
50 or over	52 times

Once you reduce your death benefit entitlement you cannot increase it later.

Example 2: if you reduce your death benefit entitlement in this way and die aged 45 with a Basic Weekly Wage of \$1,300 and total Plan balances of \$65,000, your **total** death benefit entitlement will be \$101,400:

$$\$1,300 \text{ times } 78 = \$101,400$$

The insurance component will be \$36,400 (\$101,400 less \$65,000 = \$36,400)

You will also have the opportunity each 1 April (or when you join – if you wish to do this when joining, contact the Administration Manager) to have **no** death insurance cover from the Plan. If you do this then you cannot obtain cover later.

Total and Permanent Disablement

If you suffer Total and Permanent Disablement before reaching age 70 then we will pay you the same benefit that would have been paid had you died.

Total and Permanent Disablement means such physical or mental disablement as is covered by our insurance policy from time to time. Currently, under our insurance policy it means you having been absent from your usual employment due to sickness or accident for at least 6 consecutive months from when you suffered your disablement, you not being employed elsewhere and:

- Sovereign being satisfied, after considering medical and other appropriate evidence, that you have become incapacitated directly as a result of the sickness or accident to such an extent as to prevent you from ever working in any gainful employment for which you are reasonably suited by education, training or experience, or
- you having suffered the complete and irrecoverable loss of two limbs or the sight of both eyes or the loss of one limb and the sight of one eye.

The same insurance cover restrictions as are described under *Death* (above) also apply to Total and Permanent Disablement benefits.

Can I reduce or cancel my additional Total and Permanent Disablement benefit?

Yes – if you reduce your death insurance cover from the Plan then your Total and Permanent Disablement insurance cover will reduce by the same amount. If you cancel your death insurance cover, your Total and Permanent Disablement insurance cover will also be cancelled.

Significant Financial Hardship

You can withdraw all or part of your Member Account (but not your Employer Account) balance if we are reasonably satisfied that you are suffering or likely to suffer from Significant Financial Hardship and you have explored and exhausted all reasonable alternative funding sources. *Significant Financial Hardship* includes significant financial difficulties arising because of:

- your inability to meet minimum living expenses
- your inability to meet mortgage repayments on your principal family home, resulting in the mortgagee seeking to enforce the mortgage
- the cost of modifying a home to meet special needs arising from your own or a dependant's disability
- the cost of medical treatment for your own or a dependant's illness or injury
- the cost of palliative care for you or a dependant or funeral costs for a dependant.

You must give us a statutory declaration of your assets and liabilities.

When I qualify for a benefit, can I leave some or all of my benefit in the Plan?

You can ask to leave all or part of your benefit in the Plan. If we allow you to do so then we will hold your Plan balances on the terms and conditions (including as to fees) that we agree with you.

Section 3 - Description of our investment strategy

Ports Retirement Plan

Investment objective

The Trustee's current specific investment objectives for the Plan are to achieve on a rolling 3 year basis, after deducting investment management fees:

- an after-tax rate of return at least 2.5% per annum above inflation (as measured by CPI increases) assuming the highest prescribed investor rate applying from time to time under the portfolio investment entity tax legislation; and
- a before-tax rate of return higher than the average return of the KiwiSaver balanced funds in the *MJW Investment Survey*.

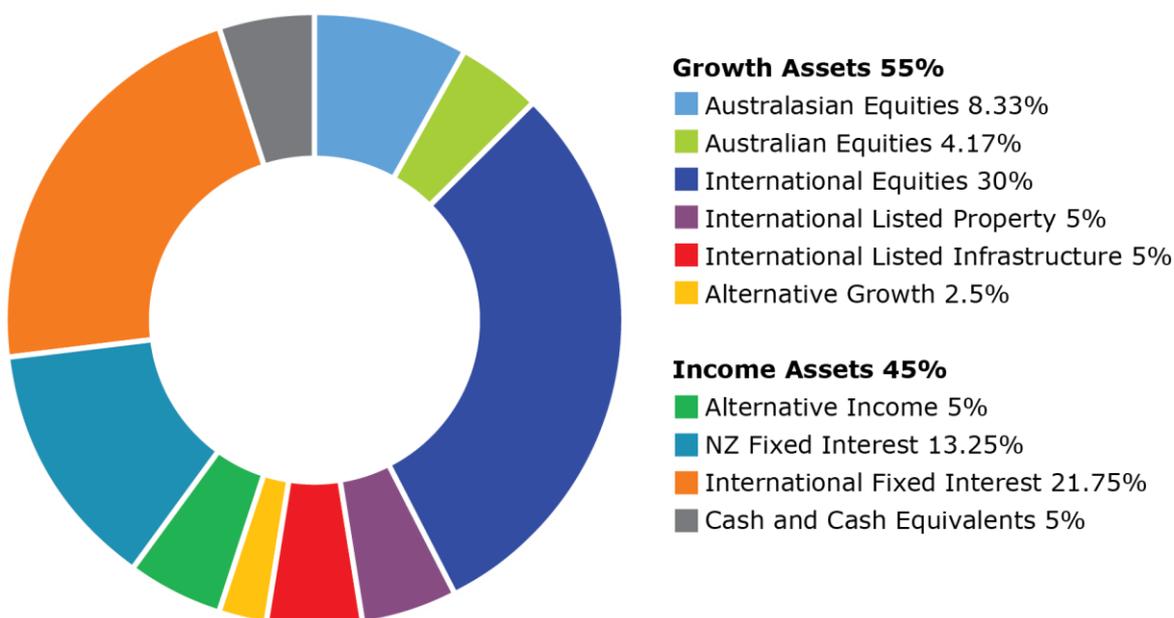
Investment policy

The Plan currently invests in a wide range of assets, with target asset allocations of:

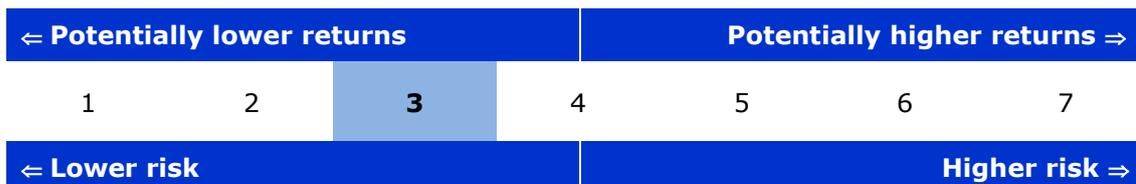
- 55% for Growth Assets; and
- 45% for Income Assets.

We also set permitted 'ranges' (the extent to which actual asset allocations can vary above and below each target). These are described in the Trustee's current Statement of Investment Policy and Objectives (**SIPO**).

Our current target investment allocation mix is:



Risk indicator



Minimum suggested investment timeframe

The minimum suggested timeframe for investing in the Plan is 5 years.

Asset classes

Equities, property and **infrastructure** investments are ownership interests (held indirectly through underlying investment funds) in companies, property and (in the case of infrastructure) such assets as roads, ports, water and airports.

Fixed interest investments are loans to governments, major local authorities, banks and corporate organisations (in return for which borrowers generally pay a set rate of interest for an agreed length of time).

Cash and cash equivalents are short-term interest-bearing products such as deposits, bank bills, floating rate notes or fixed interest investments with maturity periods of less than one year.

Alternative assets are investments (such as option or hedge funds) that do not fall into any of the above categories.

Statement of Investment Policy and Objectives

The Trustee's current SIPO contains additional details about the investment objectives and policy for the Plan (including more detailed asset class descriptions, more on permitted ranges by asset class, details of underlying investment funds and how we manage exposures to international currencies).

The Trustee may change the SIPO for the Plan from time to 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 under *Plan Documentation* at <http://portsretirement.org.nz/>.

Further information about the assets in the Plan can be found in the latest fund update available under *Plan Documentation* at <http://portsretirement.org.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.

← Potentially lower returns				Potentially higher returns →		
1	2	3	4	5	6	7
← Lower risk				Higher risk →		

For the risk indicator rating for the Plan, see the table on page 10.

The risk indicator is rated from 1 (low) to 7 (high). The rating reflects how much the value of the fund's 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 the Plan's future performance. The risk indicator is based on the returns data for the 5 years ended 30 September 2018. 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.

General investment risks

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

- **Asset allocation risk:** the main determinant of risk is the mix of Growth Assets and Income Assets - Growth Assets (like equities) are generally considered more risky than Income Assets (like fixed interest) and more likely to produce negative short-term returns;
- **Market risk:** investment performance will be affected by market sentiment, inflation, interest rates, employment, political events, environmental and technological issues or natural disasters affecting value;
- **Manager risk:** investment decisions made by the managers of the funds into which we invest may result in returns differing from a relevant index and from competing investments;
- **Currency risk** – fluctuating exchange rates will affect the returns from international investments – relevant underlying funds have differing currency exposures depending on asset class and hedging level ('hedging' is seeking to reduce risk by introducing another investment or market position expected to perform differently); and
- **Credit risk** – in the case of cash and cash equivalents and fixed interest, there is a risk of borrowers defaulting on their loans or becoming unable to meet financial obligations (resulting in reduced returns or inability to recover the full amount invested).

Other specific risks

No other specific risks have been identified.

See the *Other Material Information* on the Plan at www.disclose-register.companiesoffice.govt.nz (select *Search Offers* and enter *Ports*) for more information on the risks of investing in the Plan and how we seek to reduce those risks.

Section 5 - What are the fees?

You will be charged fees for investing in the Plan. 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 (for example the termination fee deducted when you leave the Plan).

Estimated annual fund charges	
0.90% of the net asset value of the Plan.	
Other charges	
<i>Year-end membership fee</i>	\$100 a year (charged to you if you are a member as at 31 March).
<i>Monthly membership fee</i>	\$5.00 for each complete month of your membership.

The Trustee’s directors, the Administration Manager, the Union, our underlying investment managers and the Plan’s other professional service providers all receive fees, and are reimbursed for expenses, in respect of their services to the Plan.

Currently, the Plan’s costs and expenses are met by charging to members (in addition to insurance premiums for death and Total and Permanent Disablement cover):

- annual fund charges (charged to members in proportion to their Plan balances); and
- other charges (see above) and individual action fees (see page 14) – these are deducted from a member’s Employer Account, or from his or her Member Account to the extent that the Employer Account balance is insufficient;

as outlined below.

The overall level of fees and charges payable by a member in respect of the Plan will change depending on the actual fees and charges incurred by the Plan.

The annual fund charges estimate set out above incorporates estimates of both:

- investment management fees; and
- the ‘shortfall’ fee that will be charged by the Trustee to all members as at a Plan year-end (31 March) to the extent that the other (i.e. non-investment) costs and expenses incurred by the Plan in that year have exceeded the total of:
 - the other charges shown in the table above; and
 - the individual action fees charged shown on page 14.

These charges are met by members in proportion to their Plan balances. They are an estimate, as the relevant costs are not fixed. The investment management fees component is based on estimates of all investment management fees and expenses.

Individual action fees

Fee	Amount payable to the Trustee
<i>Establishment fee</i>	\$50 (one-off fee charged when you first join)
<i>Contribution fee</i>	\$2.50 for each month in which you or your Participating Employer contribute.
<i>Termination fee</i>	When you leave the Plan we will deduct a termination fee from your Plan balances. Currently this is \$100 plus: <ul style="list-style-type: none">• any as-yet-unpaid establishment or monthly fees (see above), and• the latest annual fund charge (see below) reduced in proportion to the number of days in the current Plan year that you will no longer be a member.

Insurance premiums

You will be charged each year an insurance premium while insured for death and Total and Permanent Disablement. This will be deducted from your Employer Account (or from your Member Account to the extent that the Employer Account balance is insufficient). For the standard annual premium rates applying from time to time, see the *Other Material Information* on the Plan at www.disclose-register.companiesoffice.govt.nz (select *Search Offers* and enter *Ports*).

Example of how fees apply to an investor

David invests \$10,000 in the Plan. He is charged an establishment fee of \$50.

This brings the starting value of his investment to \$9,950.

He is also charged management and administration fees, which work out to about \$89.55 (0.90% of \$9,950). These fees might be more or less if his Plan balance has increased or decreased over the year.

Over the next year, David pays other charges of \$160.

Estimated total fees for the first year

Individual action fees: \$50

Fund charges: \$89.55

Other charges: \$160

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

The fees can be changed

The Trustee, and all other service providers who are reimbursed for fees and expenses from the assets of the Plan, can change their fees at any time. No third party approval is required for any such increase.

The Trustee must publish a fund update for the Plan showing the fees actually charged during the most recent year. Fund updates, including past updates, are available under *Plan Documentation* at <http://portsretirement.org.nz/>.

Section 6 - What taxes will you pay?

The Ports Retirement Plan is a portfolio investment entity. The amount of tax you pay is based on your prescribed investor rate (**PIR**). To determine your PIR, go to <http://www.ird.govt.nz/toji/pir/workout>.

If you are unsure of your PIR, we recommend you seek professional advice or contact the Inland Revenue Department. It is your responsibility to tell the Trustee your PIR when you invest or if your PIR changes. If you do not tell the Trustee, a default rate may be applied. If the advised PIR is lower than the correct PIR, you will need to complete a personal tax return and pay any tax shortfall, interest, and penalties. If the default rate or the advised PIR is higher than the correct PIR, you will not get a refund of any overpaid tax.

Section 7 - Who is involved?

About the Trustee

Ports Retirement Trustee Limited is the Trustee and the manager of the Plan. The Trustee's role is to admit employees to membership and manage the Plan. It is legally responsible for ensuring that the Plan is administered in members' best interests and complies with the law.

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

David Stevens	Wellington (Chairman)
Christopher Ball	Wellington
Wayne Butson	Wellington
Paul Drummond	Wellington (Licensed Independent Trustee)
Jonathan Gardiner	Christchurch
Simon Kebbell	Tauranga
Andrew Kelly	Christchurch
Dion Young	Tauranga

The Trustee can be contacted at:

Phone: (04) 499 2066

Email: debby.green@rmtunion.org.nz

Address: Ports Retirement Trustee Limited
Attention - Ms Debby Green
Plan Secretary
Rail and Maritime Transport Union
Level 1, Tramways Building
1 Thorndon Quay
Wellington

The directors of the Trustee, and the Trustee's contact address, may change from time to time. For more information about the directors of the Trustee and how they are appointed, see the *Other Material Information* on the Plan at www.disclose-register.companiesoffice.govt.nz (select *Search Offers* and enter *Ports*).

Who else is involved?

Party	Name	Role
Union	The Rail and Maritime Transport Union Incorporated	The Union appoints up to 4 of the directors of the Trustee and also provides (and is remunerated for) secretarial services to the Plan.
Administration Manager	Melville Jessup Weaver	The Administration Manager performs on the Trustee's behalf all administration management functions for the Plan.

As at the date of this Product Disclosure Statement, the investment managers of the funds into which the Plan's assets are directly invested are:

- AMP Capital Investors (New Zealand) Limited – cash and cash equivalents, NZ fixed interest, international listed property and international listed infrastructure;
- ANZ New Zealand Investments Limited – international fixed interest, Australian equities and international equities;
- Harbour Asset Management Limited – Australasian equities; and
- Nikko Asset Management New Zealand Limited – international fixed interest and alternative assets.

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

Section 8 - How to complain

We have an internal complaints process and will investigate any complaint promptly, thoroughly and fairly. You may complain by telephone, email or letter.

In the first instance please contact the Administration Manager, who will raise the concern or complaint with us if unable to resolve it.

Claire Shiels
Administration Manager
Ports Retirement Plan
c/- Melville Jessup Weaver Limited
Level 5, 40 Mercer Street
PO Box 11 330
Wellington 6142

Telephone: (04) 499 0277 or 0800 728 370

If you then need to contact us, our contact details are:

Phone: (04) 473 8439

Email: debby.green@rmtunion.org.nz

Address: Ports Retirement Trustee Limited
Attention - Ms Debby Green
Plan Secretary
Rail and Maritime Transport Union
Level 1, Tramways Building
1 Thorndon Quay
Pipitea
Wellington

We also belong to an independent dispute resolution scheme operated by Financial Services Complaints Limited (**FSCL**). If you are not satisfied by our response to your complaint, or if your complaint has not been resolved within 40 working days from the date on which you made the complaint, then you may refer the matter to FSCL by emailing info@fscl.org.nz, calling FSCL on 0800 347 257 or writing to:

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

Full details of how to access the FSCL scheme can be obtained on their website www.fscl.org.nz.

There is no cost to you to use the services of FSCL to investigate or resolve a complaint.

Section 9 - Where you can find more information

Further information relating to the Plan and to membership of the Plan (including financial statements) is available on the offers register and the schemes register at www.disclose-register.companiesoffice.govt.nz (search *Ports*).

Copies of the information on each register are available on request to the Registrar of Financial Service Providers.

Fund updates and other information about the Plan are also available on the website <http://portsretirement.org.nz/> or on request from us (care of the Administration Manager, whose address details are on page 16).

There is no charge to obtain a copy of any additional information.

Annual Report and Annual Benefit Statement

Each year, after the financial statements for the Plan are completed and audited, we will send to you:

- an Annual Report, and
- an Annual Benefit Statement (detailing your Plan balance as at the last 31 March and the amount of each type of contribution paid to the Plan for your benefit during the year).

Plan's website

The Plan's website, <http://portsretirement.org.nz/>, contains a range of information and resources including copies of the Plan's latest Product Disclosure Statement and Annual Report, our Statement of Investment Policy and Objectives, Chairman's Newsletters and Investment Updates and a copy of the latest fund update for the Plan.

You can get a Member Benefit Statement at any time by entering your member number and password and logging into the *Existing Member* section of the website.

Privacy

The Plan's administrative records are subject to the Privacy Act 1993. You are able to see the information that is held on your behalf. If the information is wrong, you can ask for it to be corrected. The Privacy Officer is Ms Debby Green, the Plan Secretary, whose contact details are set out on page 16.

By becoming a Plan member you authorise us to use your IRD number as necessary to identify you and administer your membership. You also authorise us to disclose information about you to others to the extent reasonably necessary to administer your membership.

Section 10 - How to apply

The application form to join the Plan is on the next page. To join the Plan, simply complete the form, attach the required identity verification and return both to your Participating Employer.

Application form

To: 1) the Trustee of the Ports Retirement Plan (**Plan**)
2) my Employer

Full Names: Mr/Mrs/Ms/Miss _____
Surname First names (Please print)

Date of birth _____

IRD Number

Tick your Prescribed Investor Rate*: 28% or 17.5% or 10.5%

If no option is selected then 28% applies.

*See Product Disclosure Statement, pages 3 and 15.

1. I apply to join the Plan and I confirm that I have received a copy of the Product Disclosure Statement.
2. I agree to contribute at the rate of ___ % of my earnings (*please indicate 2%, 3%, 4%, 5% or 6%*).
3. I elect to contribute at the rate of a further ___ % of my earnings as an additional voluntary contribution (*complete if applicable*).
4. I authorise my Employer to deduct my elected contributions from my after-tax pay.
5. I nominate the following as possible recipients of the lump sum death benefit:

Name	Relationship	% of benefit
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I understand that my nomination is given for the information of the Trustee only (and does not in any way affect or restrict any power or discretion of the Trustee to distribute any death benefit as it sees fit). I also understand that I can change my nomination at any time.

6. I am / am not (*please **delete one***) a current contributor to the National Provident Fund National Scheme or a current member of the National Provident Fund Standard Scheme for Local Authorities.
7. I authorise my Employer to disclose any personal information to the Trustee of the Plan that may be necessary for the administration of my Plan benefits.
8. I authorise the Trustee of the Plan to disclose any personal information to the Administration Manager, the insurer or any adviser to the Plan that may be necessary for the administration of my Plan benefits.

Signature of Applicant: _____

Date: _____

Please attach a copy of your birth certificate or passport and return the completed form to your employer.

Employer to Complete

Name of Employer _____

Date joined Employer _____

Weekly rate of basic pay at joining \$ _____

Date joined Plan _____

Signature of Employer _____