

AXA KiwiSaver Scheme /
investment statement

29 March 2011

congratulations
you're saving for the
future

Important information

(The information in this section is required under the Securities Act 1978)

Investment decisions are very important. They often have long-term consequences. Read all documents carefully. Ask questions. Seek advice before committing yourself.

Choosing an Investment

When deciding whether to invest, consider carefully the answers to the following questions that can be found on the pages noted below:

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In addition to the information in this document, important information can be found in the current registered prospectus for the investment. You are entitled to a copy of that prospectus on request.

Engaging an investment adviser

An investment adviser must give you a written statement that contains information about the adviser and his or her ability to give advice. You are strongly encouraged to read that document and consider the information in it when deciding whether or not to engage an adviser.

Tell the adviser what the purpose of your investment is. This is important because different investments are suitable for different purposes, and carry different levels of risk.

The written statement should contain important information about the adviser, including:

- relevant experience and qualifications, and whether dispute resolution facilities are available to you; and
- what types of investments the adviser gives advice about; and
- whether the advice is limited to investments offered by one or more particular financial institutions; and
- information that may be relevant to the adviser's character, including certain criminal convictions, bankruptcy, any adverse findings by a court against the adviser in a professional capacity, and whether the adviser has been expelled from, or prohibited from joining, a professional body; and
- any relationships likely to give rise to a conflict of interest.

The adviser must also tell you about fees and remuneration before giving you advice about an investment. The information about fees and remuneration must include:

- the nature and level of the fees you will be charged for receiving the advice; and
- whether the adviser will or may receive a commission or other benefit from advising you.

An investment adviser commits an offence if he or she does not provide you with the information required.

This is an investment statement for the purposes of the Securities Act 1978.

IMPORTANT NOTICE

Acquisition of AXA by AMP

AXA Asia Pacific Holdings Limited, AXA S.A. and AMP Limited have entered into an agreement as part of which the Administration Manager and Promoter will become ultimately owned by AMP Limited. The agreement is unconditional and is expected to settle on 30 March 2011. For more information on the acquisition please contact the Administration Manager on 0800 292 728.

Proposed amalgamation of various AXA group entities

As at 29 March 2011 it is proposed that a number of companies within the AXA New Zealand Group, including the Administration Manager and Promoter, will be amalgamated into AXA Global Investors Limited which will be renamed AXA Wealth Management Limited. The purpose of the amalgamation of members of the AXA New Zealand Group is to achieve business simplification and operating efficiencies. The proposed amalgamation is independent of the proposed acquisition by AMP Limited and will continue even if for some reason that acquisition does not occur.

The amalgamation is expected to take effect on 30 June 2011. When the amalgamation occurs it will have the following effect on the AXA KiwiSaver Scheme offered in this Investment Statement:

- AXA Wealth Management Limited will assume all rights and obligations of the Administration Manager and Promoter as administration manager and promoter respectively.

AXA KiwiSaver Scheme

The best time to start a retirement savings plan is now.

Well done for getting started.

With more people retired and fewer in the workforce in the future, the government may not have enough funds to pay all retired New Zealanders at the same level of State superannuation that is paid today. Even at current levels, New Zealand Superannuation, which pays \$511.06 a week for a married couple after tax, may not be enough to support most peoples' lifestyle expectations.*

But with KiwiSaver you have the opportunity to prepare for your retirement.

*Based on the after tax rate of New Zealand Superannuation applicable for a married, civil union or de facto couple as at 29 March 2011.

What is KiwiSaver?

KiwiSaver is a voluntary retirement savings scheme designed to help New Zealanders save for the future.

How much do you pay?

You contribute two percent, four percent or eight percent of your annual gross salary or wages to KiwiSaver. The minimum is two percent of your gross salary or wages. You can also make additional lump sum contributions to boost your savings. See page 6 for more details.

Benefits of KiwiSaver

Government \$1,000 Kick-start

The Government will kick-start your first KiwiSaver account with a one-off tax-free contribution of \$1,000.

Up to \$1,042.86 yearly tax credit

If you are aged 18 years or over and meet several other conditions, each year the government will pay you a tax credit that matches the contributions you've made that year up to a maximum of \$20 a week or \$1,042.86 a year. This will be paid by the government into your KiwiSaver account.

To ensure your contributions are enough to get the full \$1,042.86, call AXA's customer service team on 0800 29 27 28.

Your employer also boosts your savings

Your employer usually has to help you out too. In most cases, it's compulsory for employers to contribute two percent of your gross salary or wages to your KiwiSaver account.

Money towards your first home

After three years you may be able to withdraw your own contributions to put towards buying your first home.

KiwiSaver is also for children

If you have family and want to get them into a healthy habit of saving when they are young, you can start AXA KiwiSaver Scheme individual accounts for your children.

benefits of the

AXA KiwiSaver Scheme

AXA is appointed as one of six KiwiSaver default providers by the government.

The government chose us to be a default provider for members who join KiwiSaver automatically under the default member allocation process.

AXA gives you four tailor-made savings options to choose from.

You can select one or more of four investment portfolios ("Portfolios") to help you save for your future. Each AXA KiwiSaver Scheme Portfolio has a carefully considered asset mix to provide you with a simple, straightforward approach to investing.

You will get access to investments that would normally be difficult to obtain, such as international shares and property investments.

AXA carefully selects the best investment managers in New Zealand and around the world to help grow your KiwiSaver investment.

Full-time investment expertise working for you.

AXA has full-time financial experts managing your investment to help build your nest egg for retirement.

You can adjust your AXA investment savings portfolios to keep up with the changes in your life.

As you go through life, you may need to adjust your savings plan to keep up with your life changes. You can adjust your AXA KiwiSaver Scheme Portfolios up to two times a year free of charge.

As at the date of this investment statement, no switching fees apply for switches from the KiwiSaver Income Plus Portfolio and a switch from the KiwiSaver Income Plus Portfolio won't count towards your two free switches.

How much money will you need when you retire?

To find out how much money you need to save to make sure you get the comfortable retirement you deserve, talk to a financial adviser, or go to www.axa.co.nz.

Get online access to your AXA KiwiSaver Scheme with myAXA!

Now you can have an instant view of your AXA KiwiSaver Scheme account through myAXA – AXA's online tool that lets you know what's going on with your AXA KiwiSaver Scheme.

With myAXA you can see a current view of all your savings with AXA. It provides a profile of your account, transaction history and lets you check your account balances, and search and download information at the press of a button.

It's easy to register for myAXA

It only takes a few minutes to register. Getting started is easy. Simply visit www.myaxa.co.nz and hit register.

Financial Advice

You may find it helpful to get investment advice for your KiwiSaver investment from a financial adviser. Here is useful information for when you engage an adviser.

The responsibility of a financial adviser is to help you decide the most suitable savings plan for your future. Together you'll build a financial plan tailored to your personal goals, including your retirement.

To give you the right advice, your financial adviser needs to know what you want in life and what sort of lifestyle you want in your retirement.

You'll need to tell them about your finances now and how you want them to look in the future.

You'll also need to discuss your attitude to risk. For example, are you cautious with your investments or are you prepared to take more risks with your money in the hope of getting higher long-term returns on your investment?

If you need to talk with an adviser, AXA can put you in touch with one near you. A disclosure statement is available on request and free of charge.

What you need to know.

All of the information about the AXA KiwiSaver Scheme, as required by the government, is fully detailed in the main part of this investment statement that follows. This is important information. Please ensure you read the whole document to gain a full understanding of the AXA KiwiSaver Scheme.

choosing the investment that is

right for you

If you want to choose how your savings are invested, this questionnaire may be useful. It's designed to help you identify the investment you feel most comfortable with. You can also find the questionnaire online at www.axa.co.nz.

Remember, the information in the questionnaire is a guide only and is not investment advice. We recommend you talk to a financial adviser to obtain advice specific to your own circumstances.

This questionnaire determines your investment risk profile based on the following:

- the date you are likely to retire, which determines how much time you have remaining to build your wealth, and
- your attitude towards saving and investing, which measures your comfort level with the ups and downs of financial markets.

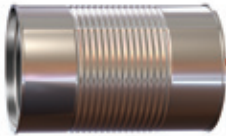
circle one score for each of the questions below

When will you reach the KiwiSaver retirement age (currently 65)?	
Within 3 years (or you are already 65)	1
More than 3 and up to 6 years	3
More than 6 and up to 10 years	6
More than 10 years	9

What's your attitude towards savings and investing?	
I don't take risks. The chance of my savings losing value, even temporarily, is not OK.	9
I usually don't like taking risks. I'm comfortable with slow and steady growth with few ups and downs.	16
I'm OK with some risk. I'm comfortable with some ups and downs to achieve mid-level long-term growth.	17
I'm comfortable with more risk. I can cope with volatility and the chance to see higher long-term growth.	20

Add your scores together and see below for details	
Total	

Kia Ora



Help is here for you with AXA's local call centre

Our dedicated Kiwi call centre is here to help with any questions and information you need.

When you talk to AXA, you talk to a helpful customer services representative right here in New Zealand.

Just call 0800 29 27 28 or email askus@axa.co.nz www.axa.co.nz

AXA call centre / keeping it local

how did you score?

Your profile and investment options to consider

10-18 KiwiSaver Cash Portfolio

The KiwiSaver Cash Portfolio is designed for the short-term or the very cautious investor. The benefit of seeking lower but steady returns from these types of investments is that there is likely to be a low degree of fluctuation in the value of your investment.

19-22 KiwiSaver Conservative Portfolio

The KiwiSaver Conservative Portfolio is designed for the shorter-term or the cautious investor (investing for 2-3 years). Historically, the returns tend to be steady and there is likely to be a low degree of fluctuation in the value of investments. Contributions are invested in the KiwiSaver Conservative Portfolio when no investment choice has been made by a member who has chosen the Scheme as their KiwiSaver scheme or who has become a member of the Scheme because it is his or her employer's "employer choice" scheme.

23-25 KiwiSaver Balanced Portfolio

The KiwiSaver Balanced Portfolio is designed for the medium to long-term investor (i.e. five years plus) who is prepared to accept a higher level of risk than that under the KiwiSaver Cash and KiwiSaver Conservative Portfolios.

26+ KiwiSaver Growth Portfolio

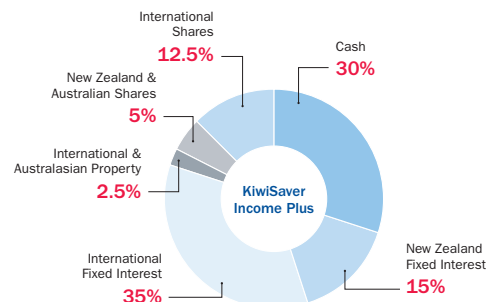
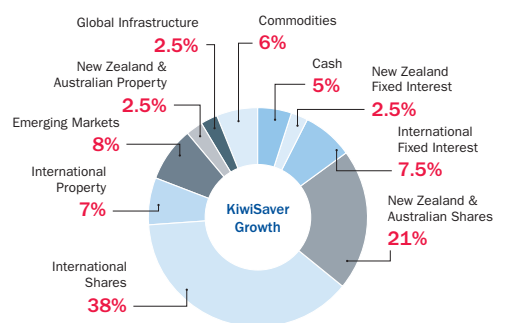
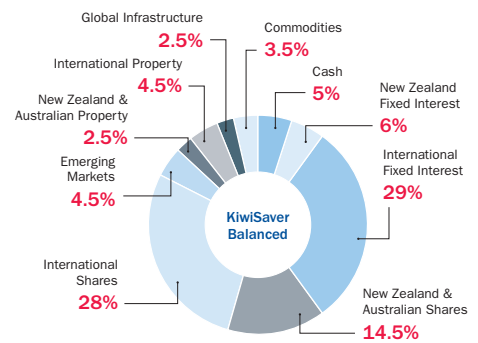
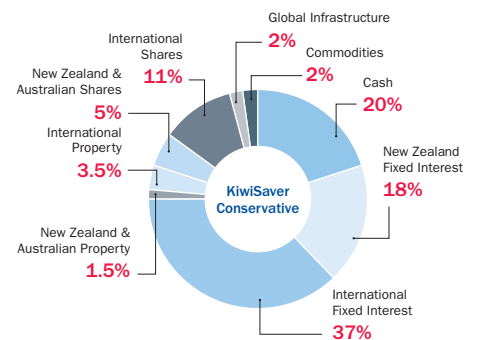
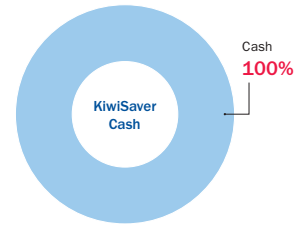
The KiwiSaver Growth Portfolio is designed for the long-term investor (i.e. for at least seven years), who is prepared to accept a high level of risk.

Important notes

1. The percentages shown in the charts opposite reflect the current benchmark weighting only. Investments in each asset class will vary from time to time around those benchmarks within the prescribed investment ranges.
2. The investment ranges, mixture of investments, objectives, strategies, benchmarks and the nature of the assets in which each Portfolio can and does invest and the way the various investment exposures are obtained may change at any time without prior notification.
3. Fees for each Portfolio vary depending on which one(s) you choose. See page 7 and 8 for full details of the relevant fees.
4. The KiwiSaver Income Plus Portfolio has not been included in the questionnaire as it is the Scheme's default Portfolio for members automatically enrolled into the Scheme under the Inland Revenue ("IR") default allocation process. Contributions are only invested in that Portfolio when no investment choice has been made by those members. The investment profile for the KiwiSaver Income Plus Portfolio is described below and shown in the chart opposite.
5. Exposure to the various investment sectors is generally obtained through investments in a range of underlying investment funds operated by one or more different fund managers.

KiwiSaver Income Plus

The KiwiSaver Income Plus Portfolio is designed for investors seeking an investment with a conservative risk profile. The KiwiSaver Income Plus Portfolio is the Scheme's default Portfolio for members automatically enrolled into the Scheme under the IR default allocation process and as such complies with the Government's requirements for the default investment product. Contributions are invested in the KiwiSaver Income Plus Portfolio when no investment choice has been made by those members.



AXA KiwiSaver Scheme / investment statement

What sort of investment is this?

The securities offered are interests in the AXA KiwiSaver Scheme (“the Scheme”). The Scheme is a registered KiwiSaver scheme under the KiwiSaver Act 2006 (“the Act”). The Scheme is a trust principally for the purpose of providing retirement benefits directly or indirectly to individuals. Members’ interests in the Scheme are represented by units purchased with contributions and other amounts received from or in respect of each member, and benefits payable from the Scheme are based on the number of units you hold.

The Scheme has been appointed as a default KiwiSaver scheme for the purposes of the Act. The effect of this is that, under section 178 of the Act, the Trustee is required to amend the trust deed for the Scheme (“the Trust Deed”) for consistency with the terms of the “instrument of appointment” under which the Scheme was appointed as a default scheme, and the terms of that document prevail over the Trust Deed.

The Scheme, as a KiwiSaver scheme, is subject to the Act and a range of other laws and agreements. In this Investment Statement, we refer to the Act and those other laws and agreements as the “Governing Requirements”.

You can become a member of the Scheme:

- under the Inland Revenue (“IR”) default allocation process,
- as a result of your employer selecting the Scheme as its “employer choice” scheme under the Act, or
- by applying for membership in the manner and on the terms set by us and the Trustee.

The Scheme enables you and the other members to pool your investments and obtain the benefit of professional investment management. The Scheme is divided into investment portfolios (“Portfolios”), each providing exposure to a different pre-defined range of investment sectors and offered on terms and conditions we set from time to time. Returns to each Portfolio are reflected in the value of the unit price for that Portfolio, which will fluctuate with changes in the value of that Portfolio’s investments. Because unit prices move in line with market values, at any time the value of your interest in the Scheme may go down or up.

You are generally able to select the Portfolio or Portfolios in which you want to receive units. Each Portfolio has a different level of risk and earning potential, and you should speak to a financial adviser to help you choose the Portfolio(s) that best suit your investment needs. Neither we nor the Trustee are responsible for your choice of Portfolio(s).

As at the date of this Investment Statement, the Portfolios offered are the:

- KiwiSaver Income Plus Portfolio (only available to members enrolled in the Scheme under the IR default allocation process);
- KiwiSaver Cash Portfolio;
- KiwiSaver Conservative Portfolio;
- KiwiSaver Balanced Portfolio;
- KiwiSaver Growth Portfolio.

If you do not select a Portfolio we will automatically invest your money:

- in the KiwiSaver Income Plus Portfolio (our default Portfolio under the Act) if you have been automatically enrolled into the Scheme under the IR default allocation process; or
- in the KiwiSaver Conservative Portfolio if you have chosen the Scheme as your KiwiSaver scheme or have become a member as a result of your employer selecting the Scheme as its “employer choice” scheme.

The Portfolios generally gain exposure to the various investment sectors by making investments in a range of underlying investment funds operated by one or more different fund managers appointed by us or by the person to whom we delegate investment management functions from time to time. The Portfolios available, the investment manager and underlying fund managers may change from time to time in the manner set out in the Trust Deed.

Other key features of the Scheme are:

Government contributions: the government assists KiwiSaver scheme members to save by making certain contributions to the Scheme for you. These currently include an initial kick-start contribution (currently of \$1,000) if the Scheme is the first KiwiSaver scheme you become a member of. For members who qualify, there is a Member Tax Credit contribution to match your contributions, up to \$20 a week, calculated on an annual basis. More details are provided under the headings “How much do I pay?” and “What returns will I get?”. There is no government guarantee in respect of the Scheme or any Portfolio.

Employer contributions: Your employer is required to contribute to your KiwiSaver scheme subject to certain exceptions. The compulsory employer contributions are currently capped at 2% of an employee’s gross salary or wages.

Insurance: we may offer you the option of taking out insurance as part of your membership of the Scheme. Such an offer would be made on the terms and conditions set out in the Trust Deed which require, amongst other things, the provision of all information required by the insurer, units with sufficient aggregate value available to pay the premium or additional payments to cover premiums, and ongoing compliance with the Governing Requirements and the terms of the relevant policy.

First home deposit subsidy: to receive this subsidy you must have made contributions to a KiwiSaver scheme for a minimum savings period of three years. As at the date of this investment statement income caps and regional house price caps also apply. The subsidy is currently \$1,000 for each year you have been making contributions of at least the minimum prescribed rate to a KiwiSaver scheme, complying superannuation fund or exempt employer scheme, to a maximum of \$5,000 after a saving period of five years. For further information refer to the Housing New Zealand website, www.hnzc.co.nz.

Who is involved in providing it for me?

The name of the Scheme is “AXA KiwiSaver Scheme”. The Scheme was established by the Trust Deed on 22 March 2007 as a superannuation scheme principally for the purpose of providing retirement benefits directly or indirectly to individuals. The Scheme is a registered KiwiSaver scheme under the Act and is a default KiwiSaver scheme for the purposes of the Act.

Trustee

The Scheme’s trustee is New Zealand Permanent Trustees Limited (“the Trustee”).

The Trustee’s address is:

**141 Willis Street,
PO Box 5067,
Wellington 6145.**

The Trustee holds the Scheme’s assets in trust for the members of the Scheme in accordance with the Trust Deed and law.

Administration manager

The Scheme's administration manager is National Mutual Corporate Superannuation Services Limited ("the Manager").†

The Manager's address is:

**80 The Terrace,
PO Box 1692,
Wellington 6140.**

Throughout this Investment Statement, "we", "our" or "us" means the Manager. We are responsible for managing the Scheme, including collecting contributions, deciding investment objectives and strategy, calculating unit values and allocating units and calculating benefits.

Promoters

National Mutual Corporate Superannuation Services Limited† and its directors are the promoters of the Scheme. As at the date of this Investment Statement, our directors are Christopher William Day, Peter Raymond Verhaart and Ralph Earle Stewart, all of Wellington. The directors of the promoter may change from time to time. The address of each of the promoters is:

**80 The Terrace,
PO Box 1692,
Wellington 6140.**

Neither we, nor the Trustee, nor the promoters, nor any other person guarantees in any way the securities offered by this Investment Statement.

Responsible investment, including environmental, social and governance considerations, is taken into account in the investment policies and procedures of the Scheme as at the date of this Investment Statement to a limited extent as follows.

Currently, the Scheme invests into a superannuation scheme known as Superannuation Master Trust, which then invests into a range of unit trusts under a master trust known as Client Unit Trust. Where possible a policy of excluding investment in selected companies involved in the production or sale of whale meat or landmines is applied to the investments of Client Unit Trust. Further, delegated fund managers are required to have an active policy on voting shares, which means that those delegated fund managers must always consider exercising any voting rights they hold.

You can obtain an explanation of the extent to which responsible investment is taken into account in the policies and procedures on the issuer's website on the Internet at www.publictrust.co.nz, which is publicly accessible at all reasonable times, and from the issuer, free of charge, upon request and by calling our Customer Services Centre on 0800 29 27 28.

How much do I pay?

Your contributions: As at the date of this Investment Statement, if you are an employee the Act requires a minimum contribution of 2% of the gross salary or wages you receive from your employer (or each of your employers if you have more than one). You may elect to change from this initial rate of 2% to either 4% or 8% by notifying the relevant employer.

The government could change these rates in the future.

Your employer's contributions: Employers will, in most circumstances, be required to make contributions to KiwiSaver schemes in respect of their employees who are members. The compulsory employer contributions are currently capped at 2% of an employee's gross salary or wages.

Your employer(s) may contribute additional amounts to the Scheme on top of any compulsory employer contributions. These additional contributions will have employer superannuation contribution tax deducted at the applicable rate.

If you are currently a member of a superannuation scheme offered by your employer that was registered before 17 May 2007 and you became a member before 1 April 2008 (or could join such a scheme under a collective agreement that was in force before 17 May 2007 and expires after 1 April 2008), any employer contributions to that scheme may count towards the compulsory employer contributions required for the KiwiSaver scheme to the extent that they vest in you by the end of the first five years of your membership in that scheme.

Under current legislation, and subject to certain conditions, any compulsory employer contributions may be split between your KiwiSaver scheme and a complying superannuation fund (as defined in the Act) if you agree this with your employer. If you do not agree the proportion in which your employer's compulsory contributions will be split, they will be allocated to your KiwiSaver scheme balance first, up to the minimum requirement under the Act with the remainder then allocated to your complying superannuation fund.

Notes on contributions:

- All contributions (including any compulsory employer contributions required in the future) made to the Scheme vest immediately (which means that you are entitled to the benefit of all employer contributions made for you without needing to be employed by that employer for a set period).
- You are not required to make contributions relating to the gross wages or salary you receive from an employer if the IR has granted you a contributions holiday which covers that employer. For more information about contributions holidays, refer to the information under the heading “Can the investment be altered?”.
- Contributions that are deducted from your pay are required to be deducted from every pay by your employer in accordance with the IR PAYE rules and paid by your employer to the IR who will pass them to us in accordance with the Act. If your employer does not deduct the required contributions at the necessary rate the employer could, under the Act, be charged a penalty. Other contributions can be made at whatever frequency you want, as long as you meet any minimum contribution amounts that apply to you.
- Additional contributions to us in respect of the Scheme are to be made to NZPT – AXA KiwiSaver Scheme. If paying by cheque, please make your cheque in New Zealand dollars and payable to NZPT – AXA KiwiSaver Scheme. Cross your cheque “Not transferable—account payee only”. Contributions can also be made via internet banking. If you would like to do this, simply use the ‘pay tax’ function on your bank’s internet banking website.

If contributions are deducted from your pay in excess of the required amount and received by us, the IR may require us to refund the excess amount to them, generally in order for that money to be refunded to you. If we are required to do this (or if we have an option to refund amounts and decide to do so (such as where your employer contributes more than required to)) we will treat units you hold with an aggregate unit value equal to the amount of the refund as void and use that amount to repay the IR. If the aggregate value of all of your units is less than the amount to be refunded we may (subject to the Governing Requirements and any other rule of law) recover the shortfall from you personally.

You may be required to reimburse us or the Trustee for any tax liability we incur on your account and are unable to recover from the value of your units.

Lump sum or regular contributions: Lump sum or regular contributions to the Scheme (for example, one-off payments or regular contributions by you or your employer), or any payments you want to make if you are not an employee (for example, if you are self-employed or a contractor) can be made via the IR using your bank’s internet banking website or (except in the case of contributions by your employer) directly to us.

However, unless otherwise required by us or by the terms of the Portfolio you select, you are not required to make any other contributions to the Scheme.

As at the date of this Investment Statement, if you contribute to the Scheme directly (ie any contribution that is not made via the IR but paid directly to us) you may be required to make the following minimum contributions to us:

- Minimum initial lump sum contribution – \$1,000
- Minimum subsequent lump sum contribution – \$500
- Minimum regular direct contribution – \$80 per month.

These minimums apply over and above any amounts that are deducted from your pay and contributed to the Scheme through the IR, or are otherwise paid into the Scheme via the IR. However, we and the Trustee have discretion to accept or reject any contribution paid directly to the Scheme (ie any contribution that is not made via the IR) whether or not it satisfies these minimum contribution levels.

Member Tax Credits

You will qualify to receive a Member Tax Credit contribution to supplement your own contributions if you meet the requirements of the Income Tax Act 2007, which as at the date of this Investment Statement and as they apply to the AXA KiwiSaver Scheme are that you:

- are aged 18 or over and less than the age of eligibility for withdrawal from the Scheme (that is, the age of eligibility for New Zealand Superannuation or the age you reach after five years of membership, whichever is the later);
- are actively contributing to the AXA KiwiSaver Scheme (apart from employer contributions); and

– have your principal place of residence in New Zealand (although this requirement will not apply to certain state sector employees serving outside New Zealand who provide the Trustee with supporting evidence required by the Income Tax Act 2007).

If you qualify for the Member Tax Credit, we will apply for the Member Tax Credit on your behalf. If you have not provided your date of birth, we will not be able to apply for the Member Tax Credit for you.

The amount of the Member Tax Credit is currently calculated in accordance with a statutory formula based on the total amount of your member credit contributions to the Scheme and any complying superannuation funds you contribute to each year commencing from 1 July and the number of days in the year on which you meet the requirements outlined in this section, capped at \$1,042.86 a year (around \$20 a week).

The Member Tax Credit will generally be paid annually and gets allocated pro rata in accordance with your current Portfolio selection (or to the default Portfolio applying to you, if applicable) or as required by the Governing Requirements. If you are a member of one or more complying superannuation funds, as well as the AXA KiwiSaver Scheme, the tax credit will be spread across the AXA KiwiSaver Scheme and those fund(s) in accordance with the Governing Requirements.

As the rules for the payment of the Member Tax Credit are prescribed by law (rather than by the Trust Deed for the Scheme), the rules relating to Member Tax Credits are subject to any changes in those laws.

Transfers in: You can transfer amounts from other superannuation or KiwiSaver schemes to the AXA KiwiSaver Scheme. The amount received (which will be whatever amount is notified to us or the Trustee by the trustee(s) of the other scheme) will be treated as a contribution to the Scheme. To the extent permitted by the Governing Requirements we may impose terms and conditions on transfers to the Scheme.

Insurance: If we offer you insurance benefits we may require you to make additional payments to the Scheme to pay the necessary premiums unless you agree with us to make a separate payment to us for those premiums. The amount of any premium due will depend on your personal details, the type of cover and the level of cover you have chosen. If insurance is offered and you wish to take it up, you will be advised of the amount of the premium once your enrolment form has been received, assessed and the premium has been determined.

What are the charges?

The following charges are or may be payable by you to the Trustee, to us, or to persons associated with either of us. The charges may be payable directly or indirectly, including by deduction from the value of your units, and will affect the returns you receive.

We may rebate or reduce any charge, other than the Trustee's fee, in respect of any Portfolio member or class of member. We may also vary the amount or calculation basis of any of these fees (in the case of the Trustee's fee, with its agreement), or introduce new fees, from time to time. We are not required to give you advance notice of any variation to the Scheme's charges.

The relevant government Minister may consult with us and periodically review the fees for any members enrolled in the Scheme via the IR default allocation process who have not selected a Portfolio and whose contributions are invested in the KiwiSaver Income Plus Portfolio (our default Portfolio for those members).

Monthly member fee

A monthly member fee applies to all members. As at the date of this Investment Statement, this fee is \$3.06.

Administration fee

We will charge you a monthly fee for providing administration services calculated as a percentage of the value of your interest in the Scheme. The amount of the fee varies depending on the Portfolio and the fees for each Portfolio as at the date of this Investment Statement, are set out in the following table.

KiwiSaver Income Plus Portfolio*	Nil
KiwiSaver Cash Portfolio	0.500% pa
KiwiSaver Conservative Portfolio	0.500% pa
KiwiSaver Balanced Portfolio	0.500% pa
KiwiSaver Growth Portfolio	0.500% pa

No administration fee is currently payable for the KiwiSaver Income Plus Portfolio.

* The KiwiSaver Income Plus Portfolio is the Scheme's default Portfolio for members automatically enrolled into the Scheme under the IR default allocation process.

Investment management fee

We will charge you a fee for providing investment management services calculated as a percentage of the value of your interest in the Scheme. The amount of the fee varies depending on the Portfolio and the fees for each Portfolio, as at the date of this Investment Statement, are set out in the table below.

KiwiSaver Income Plus Portfolio*	0.504% pa
KiwiSaver Cash Portfolio	0.300% pa
KiwiSaver Conservative Portfolio	0.505% pa
KiwiSaver Balanced Portfolio	0.542% pa
KiwiSaver Growth Portfolio	0.503% pa

* The KiwiSaver Income Plus Portfolio is the Scheme's default Portfolio for members automatically enrolled into the Scheme under the IR default allocation process.

Trustee's fee

The Trustee is paid a fixed percentage fee for its services as trustee. As at the date of this Investment Statement, this fee is 0.030% pa of the total value of units of the Scheme calculated on a daily basis.

Switching fee

We currently allow you to make two free switches between Portfolios in each Scheme year (as at the date of this Investment Statement, a Scheme year runs from 1 April to 31 March). We will charge you a fee for any subsequent switch you make in a Scheme year. As at the date of this Investment Statement this fee is \$50.

As at the date of this investment statement, no switching fees apply for switches from the KiwiSaver Income Plus Portfolio, and a switch from the KiwiSaver Income Plus Portfolio won't count towards your two free switches.

Insurance premiums

Premiums will be charged if we offer you an insured benefit and you choose to take it up. The amount of the premium will depend on your personal details and the type and level of cover you chose and cannot be determined as at the date of this Investment Statement, although an estimate can be obtained at any time by contacting us. You will be advised of the amount of the premium once your application for insurance has been received, assessed and the premium has been determined.

Goods and Services Tax (GST)

GST will be added to fees and charges where applicable. No GST is currently payable on the trustee or investment management fees.

Expenses

In addition to these fees, we and the Trustee are entitled to be reimbursed from the Scheme for all expenses, costs or liabilities each of us incurs in performing our duties in connection with the Scheme. These include transaction costs such as brokerage incurred in buying and selling the investments of a Portfolio.

As at the date of this Investment Statement, we pay the share of the Scheme's expenses that we incur and that we determine relate to the KiwiSaver Income Plus Portfolio. This practice could change in the future.

Tax and its impact on fees

The investment management fee, Trustee's fee and expenses, are deducted from the returns of the relevant Portfolio (as applicable). We will pay tax on your behalf on the returns of each Portfolio at your Prescribed Investor Rate, as notified to us, after deducting those fees and expenses.

All other fees are either charged to your account or deducted from the amount in question. All fees that are tax deductible will be offset against income allocated to you by the Scheme and under current law cannot be deducted in your personal tax return.

What returns will I get?

Returns from the Scheme are payable as withdrawals in the circumstances set out in the Act.

As at the date of this Investment Statement, you can apply for payment of part or all of the value of your interest in the Scheme if you:

- reach the age of entitlement to New Zealand Superannuation (currently 65), subject to first having been a KiwiSaver member for five years,
- die (in which case your personal representatives are entitled to apply for a withdrawal), or
- permanently emigrate to another country, other than Australia, subject to you first being away from New Zealand for one year (although on withdrawal for permanent emigration your Member Tax Credit contributions will be clawed back and repaid to the government).

Under legislative changes which have passed but not commenced as at the date of this Investment Statement, if you permanently emigrate to Australia you will be entitled to transfer the full value of your interest in the Scheme (net of fees and taxes) to an Australian complying superannuation scheme, instead of withdrawing. You may also be able to transfer amounts to the Scheme from an Australian complying superannuation scheme, in which case slightly different withdrawal rules will apply to those amounts. For more information (including an update on the commencement date, when known) please contact us.

You can also apply for payment of part or all of the value of your interest in the Scheme in the following circumstances:

Significant financial hardship

If the Trustee determines that you are suffering significant financial hardship. The Act currently defines “significant financial hardship” as including:

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

The Act currently requires you to provide a statutory declaration concerning your assets and liabilities as a condition to applying for this benefit. You are not entitled to withdraw the initial \$1,000 Government kick start or the Member Tax Credit contributions on grounds of significant financial hardship. The amount payable is subject to the approval of the Trustee who may direct that the payment is limited to a specific amount that, in the Trustee’s opinion, is required to alleviate the particular hardship.

Serious illness

If the Trustee is reasonably satisfied that you are suffering from serious illness. The Act currently defines ‘serious illness’ as an injury, illness or disability:

- that results in you being totally and permanently unable to engage in work for which you are suited by reason of experience, education or training or any combination of those things, or
- that poses a serious and imminent risk of death.

First home withdrawal

You are eligible to qualify for the first home withdrawal if you have not made a first home withdrawal from a KiwiSaver scheme before and three years have passed since the IR received your first KiwiSaver contribution (whether to the AXA KiwiSaver Scheme or another KiwiSaver scheme) or you have been a member of one or more KiwiSaver schemes for a total period of three years or more.

A first home purchase will qualify if it is of an estate in land (alone, as a joint tenant or as a tenant in common) and:

- the land is, or is intended to be, your principal place of residence and you have not at any time before applying to make the withdrawal held an estate in land (either alone, as a joint tenant or as a tenant in common), or
- the land is, or is intended to be, your principal place of residence and you are a “qualifying person” under regulations made under the Act, or
- the purchase is otherwise made in circumstances prescribed in any regulations made under the Act.

You may still be eligible to make a withdrawal for the purchase of a home as a ‘second chance’ home buyer if Housing New Zealand notifies the Trustee that your financial position is what would be expected of a person who has never owned a home.

You are not entitled to withdraw the initial \$1,000 Government kick start or the Member Tax Credit contributions for a first home purchase. Any withdrawal for a first home will be paid to your solicitor. The Trustee may request from your solicitor a copy of the agreement for sale and purchase showing you as the purchaser, an undertaking that the agreement is unconditional, and an undertaking that the funds will be paid to the vendor as part of the purchase price and will be repaid to the Scheme if settlement is not completed by the due date or any extended date.

Other withdrawals or returns

A withdrawal from the Scheme may also be made where we are required to comply with any enactment requiring the release of funds from the Scheme, such as for the purposes of a Court order under the Property (Relationships) Act 1976. If we offer you, and you take up, insurance benefits you may be entitled to a benefit on the occurrence of an event for which that insurance has been taken out. The amount you will receive will be limited to the amount (if any) received from the relevant insurer.

You are entitled to transfer the full value of your interest in the Scheme (net of taxes and fees) to another KiwiSaver scheme that you join, and the Governing Requirements could also result in you being required to transfer to another KiwiSaver scheme. Subject to complying with the Governing Requirements, we may transfer the value of your interest in the Scheme to another KiwiSaver scheme on whatever terms and conditions we agree with the Trustee. We do not need your consent to do this if the Government Actuary approves the transfer.

In the future, under legislative changes which have passed but not commenced as at the date of this Investment Statement, if you permanently emigrate to Australia, you will be entitled to transfer the full value of your interest in the Scheme (net of taxes and fees) to an Australian complying superannuation scheme. Please contact us for more details.

Factors impacting returns

The actual amount of benefit you receive from the Scheme will depend on:

- the aggregate value of your units as at the date a benefit is paid
- if you have taken out insurance, the amount of cover taken out, the eventualities covered and whether your insurance is declined for any reason

- any interest you receive on contributions held by the IR before being transferred to us
- fees and tax
- whether you qualify for the Member Tax Credit contributions.

The value of your interest in the Scheme will depend on the contributions made (including whether you have taken a contributions holiday at any time and whether you have been eligible for employer contributions), the fees charged and the returns achieved in the Portfolios your contributions are invested in. The value of your units will fluctuate with changes in the value of investments of the relevant Portfolio(s). Because unit values move in line with market values, at any time the value of your interest in the Scheme may decline or increase.

The value of your interest in the Scheme will be affected by, amongst other things:

- changes in the investment markets
- movements in interest rates and currency exchange rates, and
- political and other economic events.

Benefit payments

Benefits are paid by direct credit to your bank account, by cheque in circumstances agreed by us, or as otherwise required by virtue of the type of benefit (for example, first home withdrawals will be paid to your solicitor).

Member Tax Credit contributions cannot be withdrawn until you provide a statutory declaration stating the periods for which you had your principal place of residence in New Zealand.

Payments can be made in a variety of circumstances, which means the date when a benefit will be paid to you is not known. No amount of return has been promised or guaranteed by any person.

New Zealand Permanent Trustees Limited, as the Trustee of the Scheme, is the person legally liable to pay your benefits in accordance with the Trust Deed.

You can ask for a benefit to be paid by contacting us. We and the Trustee may require you to provide evidence of your entitlement to a withdrawal and may defer payment of your withdrawal until such evidence, to our satisfaction, is provided.

Suspending benefit payments

We may (subject to the Governing Requirements) suspend paying benefits from a particular Portfolio for up to 90 days, or more with the Trustee's consent, if we believe in good faith that giving effect to a withdrawal would not be practicable or would be materially prejudicial to the interests of members generally because of:

- a decision to terminate one or more Portfolios
- the suspension of trading on any exchange
- financial, political or economic conditions in the relevant market
- the nature of any investment, or
- the occurrence or existence of any other circumstance or event relating to the Scheme or generally.

Taxes

Tax may affect returns. The following is intended as general guidance and is based on legislation current as at the date of this Investment Statement:

Tax applying to portfolio investment entities

The Scheme is a Portfolio Investment Entity (PIE) allowing the Scheme's Portfolios to gain the benefit of no capital gains tax for most New Zealand and Australian shares. This also allows the Scheme to pay tax on your behalf at your elected Prescribed Investor Rate (PIR).

Calculation and payment of tax

The Scheme will currently calculate and pay tax on your behalf based on your PIR, and the taxable income and credit allocated to you for the period.

At the date of this investment statement the PIRs for New Zealand resident individuals are 10.5%, 17.5% or 28%, depending on the member's taxable income and PIE income or losses for the previous two years. For information to assist in selecting your correct PIR refer to the IR website, www.ird.govt.nz. The current income thresholds can also be obtained by contacting us.

You are required to provide us with your IRD number and tell us the correct PIR to use. You will also need to tell us if your PIR changes. If you do not advise us of your PIR, you will be given a PIR of 28%. If you do not advise us that your PIR changes or you provide us with the wrong PIR you may end up paying too much tax on your investment or may have an obligation to pay

further tax including any interest or penalties and file a tax return. Where tax has been overpaid as a result of you submitting an incorrect PIR, the overpaid tax cannot be recovered.

Generally the tax liability attributed to your investment in the Scheme will be paid annually following 31 March or following a full withdrawal of your investment and will be met by way of cancellation of units. If you make a partial withdrawal of units and at any time where the remaining value of your units is equal to or of insufficient value to cover the accrued liability this will be deemed a full withdrawal and units will be automatically cancelled to pay tax. We may also consider potential future market movements when determining whether the remaining units are of insufficient value.

The tax paid on income attributed to you by the Scheme will be a final tax (unless you have claimed, but are not eligible for a 10.5% or 17.5% PIR), therefore no obligation to file a tax return for your investment in the Scheme will generally arise.

As at the date of this Investment Statement, income from the Scheme attributed to you will have no impact on your family assistance eligibility, student loan repayment obligations or child support payment obligations.

Tax treatment of investments

Gains or losses made on New Zealand resident companies or Australian resident companies on an approved index of the Australian Stock Exchange (ASX) which have a franking account and are not stapled securities and certain Australian unit trusts, are not taxable or deductible. Dividends from such holdings are taxable however. The PIE regime is designed to pass through these benefits to you where the Scheme invests in unit trusts or other superannuation schemes that are PIEs.

Other international shares and offshore funds held by the Scheme are taxed under a Fair Dividend Rate method (FDR) of 5% per annum of their daily market value. Dividends received by the Scheme from shares and funds subject to FDR are non taxable but foreign tax credits may be available to offset tax payable.

Certain international shares (those offering guaranteed or fixed rate returns or that are 80% or more invested in financial arrangements or fixed rate shares that are

denominated in or hedged to NZD or determined by the IR to be debt in economic terms) are taxed under the comparative value method, ie annual change in market value plus distributions and any disposal gains.

Debt securities are taxed under the financial arrangement rules using the IFRS accounting taxpayer method which reflects financial reporting.

Tax and unit price

The tax to be paid or refunded on your behalf at your PIR is not included in the unit price.

Tax legislation is complex and may have different or further consequences than those described in general terms in this section. Tax legislation and rates of tax may also change. Members should seek independent professional tax advice before investing or withdrawing.

What are my risks?

All investments carry risk. There are risks associated with the Scheme which could affect your ability to recover the amount of your contributions at any point in time or impact on the returns payable from the Scheme.

The principal risks applying to the Scheme that could affect the level of returns payable from the Scheme as they may impact on the values of the assets underlying the Scheme (and which are risks applying to most KiwiSaver and superannuation schemes generally) are (amongst others):

Market risk: The key market risks that the Scheme will be exposed to include security price risk, foreign exchange risk and/or interest rate risk which arise from the financial investments the Scheme holds or is exposed to. Each Portfolio's value (and the return on the Portfolio's assets) may fluctuate as a result of changes to these factors, and the value of your investments may be adversely affected.

Administrative risk: The risk of a technological or other failure impacting on the Scheme or financial markets in which the Scheme invests.

Liquidity risk: The risk associated with a difficulty or inability on the part of the Scheme to meet its financial obligations in a timely manner.

Regulatory risk: The risk that future changes to legislation or applicable regulations could affect the operation of the Scheme, the level or nature of returns from the Scheme, or your entitlement to tax credits.

Default risk: The risk of default in the payment of returns or capital in relation to the underlying assets in which the Scheme invests.

Credit risk: The risk that a counterparty will fail to perform contractual obligations, either in whole or in part, with the Scheme.

Insolvency risk: The risk of the Scheme becoming insolvent and being placed into receivership, liquidation or statutory management or being otherwise unable to meet its financial obligations. If this occurs, you may not recover the full amount of your interest in the Scheme.

Incorrect PIR risk: The Scheme is a PIE. If you do not advise us of any change to your PIR or provide an incorrect PIR you may end up paying too much tax on your investment or may have an obligation to pay further tax (and potentially penalties or interest) and file a tax return. Additionally, in the event that the value of the units you hold in the Scheme is insufficient to meet any tax liability relating to your interest in the Scheme, we may seek to recover any shortfall from you to meet the tax obligation we are required to discharge on your behalf.

Member Tax Credit risk: To receive the Member Tax Credit contribution you are required to provide us with your date of birth. If no date of birth is provided, we cannot apply for the Member Tax Credit contribution on your behalf.

The impact that future economic conditions will have on the Scheme cannot be predicted, be they positive or negative. It is not unexpected that there may be negative returns in the Portfolios from time to time and that negative returns may continue for a period of time. For investors, this means that the value of their investment may fluctuate and be less than their initial investment, and fluctuations may be material. There can be no assurance that future economic conditions will not materially and adversely affect the Scheme's investments. Investors are advised to consult an investment adviser before making a decision to invest.

In addition to these risks, payment of any insured benefits may be declined if there has been a misrepresentation or nondisclosure of any material fact. Other circumstances, such as if you become bankrupt, or if we are served with a Court order under the Property (Relationships) Act 1976 requiring us to release some of your interest in the Scheme, may also impact on your returns.

Because of the impact of fees it is reasonably foreseeable that you will receive less than your contributions if you cease to be a member a short time after joining.

You will not be required to pay in respect of the Scheme more money than is disclosed under the heading “How much do I pay?” and under the heading “Consequences of insolvency and winding up of the Scheme”.

Consequences of insolvency and winding up of the Scheme

If the Scheme becomes insolvent or is wound up you will not be personally liable in respect of any debt or liability of the Scheme beyond your interest in the Scheme (except in the case of tax paid on your account that we or the Trustee are unable to recover from the value of your units, or for any “shortfall” in meeting amounts to be refunded to the IR, as described under the heading “How much do I pay?”).

If the Scheme is put into liquidation or wound up, the following claims on the assets of the Scheme will rank ahead of the claims of members:

- any outstanding expenses or liabilities of the Scheme
- any claims preferred at law
- tax, and
- the costs of winding up the Scheme.

After allowing for the above, the Trustee will pay all benefits that became payable before the winding up. The Trustee will then provide for the payment to you of an amount equal to the then aggregate value of all of your units. If there are insufficient funds to cover this, your benefit and the benefit payable to other members would be reduced on a pro-rata basis. The amount due to you will be paid in accordance with the Act or other legislation governing KiwiSaver (which, as at the date of this Investment Statement, requires a transfer of the relevant amount to another KiwiSaver scheme).

The claims of members of the Scheme on the assets of the Scheme rank equally.

Can the investment be altered?

Changes to contributions

As at the date of this Investment Statement you can change your contribution rate to 2%, 4% or 8% of your gross salary or wages by notifying your employer. If you have more than one employer, you can specify a different rate for each employer. As at the date of this Investment Statement, you cannot do this more than once every three months unless your employer agrees.

The 2%, 4% and 8% rates can be altered or supplemented by the Government in accordance with the Act.

If you are making direct contributions to us, or other contributions to the IR, you can change the amount of those contributions at any time, subject to you continuing to meet any required minimum amounts and any other terms we may require in the future.

Contributions holiday

You may apply to the IR for a contributions holiday. If that contributions holiday is granted any employer included within the contributions holiday (and any other employer you want to use the holiday for) does not need to deduct contributions from your pay for the duration of the holiday. As at the date of this Investment Statement, contributions holidays will be granted by the IR:

- if the IR has received a contribution in respect of you and is satisfied you are suffering, or are likely to suffer, significant financial hardship, or
- if one year has passed since the earlier of IR or the provider of any KiwiSaver scheme first receiving a contribution in respect of you.

A contributions holiday must currently be for a minimum of three months and a maximum of five years, although if the holiday was taken because of financial hardship the holiday will be for a three month period unless the IR agrees to a longer period. You can revoke and reinstate your contributions holiday by notifying your employer. However, unless your employer agrees you cannot take a contributions holiday for that employer for less than three months. Contributions holidays will not affect any contributions made directly to us, although you can generally change the amount of these contributions at any time (see “Changes to Contributions”).

Portfolio switching

You can ask to switch Portfolios at any time subject to meeting any applicable minimum values and subject to any terms or conditions we impose. You can do this by:

- directing future contributions to another Portfolio or Portfolios, or
- moving your existing investment from one or more Portfolios into another Portfolio or Portfolios.

We currently allow you to make two free switches between Portfolios in each Scheme year. We will charge you a fee for any subsequent switches you make. As at the date of this Investment Statement, this fee is \$50 plus any applicable GST.

No switches are permitted into the KiwiSaver Income Plus Portfolio and where you make a switch from the KiwiSaver Income Plus Portfolio you must switch all of your investment in that Portfolio. If you return a switch form that requests a partial switch from the KiwiSaver Income Plus Portfolio we will deem this to be a request for a full switch.

As at the date of this investment statement there are no fees for switching from the KiwiSaver Income Plus Portfolio, and a switch from the KiwiSaver Income Plus Portfolio won't count towards your two free switches.

Investment Portfolios

Unless the Trustee determines that to do so would materially prejudice the interests of members generally, or a breach of the Governing Requirements would result, we may generally vary all or any of the terms of any Portfolio (for example, its investment manager, underlying fund manager(s), mixture of investments, investment objectives, policy, guidelines, ranges, benchmarks and procedures and minimum contribution and holding requirements) by written notice to the Trustee if we and the Trustee agree the variation is not material. If we and the Trustee do not agree that the variation is not material, we may vary the terms or terminate or merge any one or more Portfolios where we consider that doing so would be beneficial to the Scheme and would not materially prejudice members holding units in those Portfolio(s) by giving written notice to the Trustee and affected members.

Information on each Portfolio is available at any time by contacting us.

Subject to the Governing Requirements we may:

- with the Trustee's agreement, introduce a new Portfolio;
- by notice in writing to the Trustee, determine not to accept for a period further contributions into one or more Portfolio(s) from any member or class of members; or
- wind-up a Portfolio at any time upon notice to the Trustee.

If we close or wind up a default Portfolio we will set a new default Portfolio. If we wind-up a Portfolio you invest in we will notify you and specify a substitute Portfolio in which your investment will be invested if you do not give us a switching notice specifying an alternative Portfolio within the time specified. Please see page 2 for more information on the Portfolio choices available.

Alterations to the Scheme

Together we and the Trustee may amend the Trust Deed subject to the provisions of the Governing Requirements and certain other legislation.

Winding up the Scheme

The Scheme can be wound up if:

- we so decide and notify the Trustee
- the Governing Requirements require it, or
- it is so ordered by a Court or regulatory authority pursuant to any statutory power.

How do I cash in my investment?

As a KiwiSaver scheme, there are limited circumstances in which you are entitled to withdraw from the Scheme. These are set out under the heading "What returns will I get?". Except in the limited circumstances set out in this section you are not entitled to terminate, cancel, surrender or otherwise make or obtain payment of the returns from the Scheme other than as set out in "What returns will I get?", nor are you entitled to sell, transfer, assign or otherwise grant any other person an interest in your interest in the Scheme.

We may determine from time to time, in respect of some or all members, that if, in the Trustee's opinion, a member becomes of unsound mind, incapable of managing his or her own affairs or bankrupt, his or her interest shall, to the maximum extent permitted by law, be forfeited to the Scheme and (subject to the Governing Requirements) the Trustee shall apply such amount for the benefit of the member or his or her dependents in such manner as it, in its discretion, thinks fit.

You will be entitled to make a withdrawal from the Scheme or to assign part of your interest in the Scheme to comply with any enactment or Court order requiring the release of funds from the Scheme, such as for the purposes of a Court order under the Property (Relationships) Act 1976.

You are entitled to transfer the full value of your interest in the Scheme (net of taxes and fees) to another KiwiSaver scheme that you join, and the Governing Requirements could also result in you being required to transfer to another KiwiSaver scheme. Subject to complying with the Governing Requirements, we may transfer the value of your interest in the Scheme to another KiwiSaver scheme on whatever terms and conditions we agree with the Trustee.

We do not need your consent to do this if the Government Actuary approves the transfer.

In the future, under legislative changes which have passed but not commenced as at the date of this Investment Statement, if you permanently emigrate to Australia you will be entitled to transfer the full value of your interest in the Scheme (net of taxes and fees) to an Australian complying superannuation scheme. Please contact us for more details.

The Scheme can be wound up if:

- we so decide and notify the Trustee
- the Governing Requirements require it, or
- so ordered by a Court or regulatory authority pursuant to any statutory power.

If this happens you will receive the amounts detailed under the heading "What are my risks?".

Upon any transfer or withdrawal the Manager may make an adjustment to your investment by cancelling some or all of your units to make payment of any tax attributed to you.

Who do I contact with inquiries about my investment?

If you have any inquiries please contact your financial adviser or contact us at:

AXA New Zealand
80 The Terrace
PO Box 1692
Wellington 6140

Phone: 0800 29 27 28

Email: kiwisaver@axa.co.nz

Is there anyone to whom I can complain if I have problems with the investment?

If you have any problems or complaints please contact your financial adviser or contact us at:

AXA New Zealand
80 The Terrace
PO Box 1692
Wellington 6140

Phone: 0800 29 27 28

Email: kiwisaver@axa.co.nz

You can also contact the Trustee at:

New Zealand Permanent Trustees Limited
141 Willis Street
PO Box 5067
Wellington 6145
Phone: (04) 978 4497

If either we or the Trustee are unable to resolve your complaint, you may contact our external dispute resolution scheme. This scheme is available at no cost to you and will help resolve any disagreements. Both the Manager and Trustee are members of the Insurance and Savings Ombudsman (ISO) dispute resolution scheme. The Ombudsman may be contacted at:

The Insurance and Savings Ombudsman
99-105 Customhouse Quay
PO Box 10 845
Wellington 6143
Phone: (04) 499 7612 or 0800 888 202

What other information can I obtain about this investment?

Prospectus and Financial Statements

Other important information about the Scheme and the securities referred to in this Investment Statement can be found in the current registered prospectus (which contains an offer in respect of the securities referred to in this Investment Statement) and in the financial statements of the Scheme. A copy of the current registered prospectus and the most recent financial statements can be obtained free of charge from us.

The prospectus, the financial statements and other documents relating to the scheme are filed on a public register at the Companies Office of the Ministry of Economic Development and available for public inspection (including at www.companies.govt.nz).

Annual information

Each year you will receive:

- a personalised annual statement which gives you an update of the current status of your investment
- a personalised annual tax statement showing the tax paid, accrued or refunded on your investment as at 31 March in accordance with the Income Tax Act.
- a copy of the Scheme's Annual Report will be forwarded to you following the end of each financial year of the Scheme.

On request information

You can obtain the following information free of charge by calling us on 0800 29 27 28:

- an estimate of your benefits under the Scheme
- a copy of the most recent prospectus and any associated documents
- a copy of the most recent Annual Report and financial statements of the Scheme, including any associated documents
- a copy of the most recent Investment Statement, and

You can also obtain a copy of the Trust Deed for which a reasonable fee may be charged.

enrolment form

what you need to know

Here's some information that may help you when you're filling out the enrolment form.

It's important to get financial advice on your savings.

A financial adviser can help you by giving you advice about KiwiSaver as well as life insurance and other financial issues. An adviser may charge a small fee for talking to you, but they can help you get the best out of your savings. To find a financial adviser near you, call AXA on 0800 29 27 28. A disclosure statement is available from your financial adviser on request and free of charge.

What is my Prescribed Investor Rate (PIR)?

Your PIR is the rate at which we will deduct tax from your investment in the AXA KiwiSaver Scheme.

At the date of this investment statement the PIRs for New Zealand resident individuals are 10.5%, 17.5% or 28%, depending on the member's taxable income and PIE income or losses. For information to assist in selecting your correct PIR refer to the IR website, www.ird.govt.nz. The current income thresholds can also be obtained by contacting us.

It is important that you tell us your correct PIR and let us know if your PIR changes. If you do not let us know your PIR, you will be given a PIR of 28%. If you give us the wrong PIR you may end up paying too much tax or you may need to pay further tax (and potentially penalties or interest) and be required to file a tax return.

Please see the "What returns will I get?" section of this investment statement under the "Calculation and payment of tax" heading for more information about PIRs.

Making additional contributions

You can make additional contributions to your AXA KiwiSaver Scheme through Inland Revenue. To make lump sum payments, simply use the 'Pay tax' function on your bank's internet banking website.

You can also make payments directly to AXA by cheque or electronic banking. Additional contributions to us in respect of the Scheme are to be made to NZPT – AXA KiwiSaver Scheme at 80 The Terrace, PO Box 1692, Wellington 6140. If paying by cheque, please make your cheque in New Zealand dollars payable to NZPT – AXA KiwiSaver Scheme. Cross your cheque "Not transferable – account payee only". For more information, call us on 0800 29 27 28.

Information you can get without even having to pick up the phone

The AXA KiwiSaver Scheme website contains a lot of helpful information, meaning you can find out most things you need to know, whenever you like without having to pick up the phone.

You can:

- check monthly returns
- download forms
- get more information about first home withdrawals
- and a whole lot more.

Our website address is www.axa.co.nz

Get online access to KiwiSaver with myAXA!

Now you can have an instant view of your AXA KiwiSaver Scheme account through myAXA - AXA's online tool that lets you know what's going on with your AXA KiwiSaver Scheme.

With myAXA you can see a current view of all your savings with AXA. It provides a profile of your account, transaction history and lets you check your account balances, and search and download information at the press of a button.

It's easy to register for myAXA

It only takes a few minutes to register. Getting started is easy. Simply visit www.myaxa.co.nz and hit register.

When you have completed your AXA KiwiSaver Scheme enrolment form send it to:

AXA KiwiSaver Scheme
Freepost AXA
PO Box 1692
Wellington 6140



redefining / standards

AXA KiwiSaver Scheme
Enrolment Form

Date enrolment signed (office use only)
[] / [] / []

Account number (office use only)
[] [] [] [] [] [] [] [] [] []

PLEASE PRINT CLEARLY

You do not need to complete this form if you received it from the Inland Revenue, or if your employer has chosen the AXA KiwiSaver Scheme as its preferred KiwiSaver Scheme as part of the automatic enrolment process for KiwiSaver.

YOUR DETAILS

Title Given name(s) Surname
[] [] []

Date of birth
[] [] [] [] [] []
Male [] Female []

Postal address
Street number and name / PO Box Suburb
[] []
Town/City Postcode
[] []

Phone numbers
Daytime Evening Mobile
() () []

Email address
[]

Yes, I consent to receiving electronic messages regarding other products, services or promotions offered, managed or distributed by companies associated with the Administration Manager.
I agree that the person sending any electronic message need not include a functional unsubscribe facility in the message.

IRD number [] [] [] [] [] [] [] [] []
If your IRD number only has eight numbers, leave the first box blank

Your prescribed investor rate* 10.5% [] 17.5% [] 28% []
See previous pages for an explanation Tick one only

Existing client number
If you already have a relationship with a company in the AXA New Zealand Group, please write your client number in this box. Otherwise, leave it blank.
[] [] [] [] [] [] [] [] []

YOUR IDENTIFICATION IF YOU ARE NOT AN EXISTING CUSTOMER OF A COMPANY IN THE AXA NEW ZEALAND GROUP, PLEASE COMPLETE THIS SECTION.

By law we are required to verify your identity. To allow us to do this, please enclose A COPY OF ONE ITEM from each list below.*

- Proof of identity: current passport, New Zealand drivers licence, photo credit card, birth certificate*
Proof of address: most recent bank statement, power or phone bill, money card (Eftpos or debit card), credit card (without a photo), community services card

* If you are under 18, you are only required to provide a copy of your birth certificate.

EMPLOYEE CONTRIBUTIONS COMPLETE THIS SECTION IF YOU ARE CONTRIBUTING THROUGH YOUR SALARY OR WAGES

Name of your employer

Employer's address

Street number and name

Suburb

Town/City

Postcode

Employer's IRD number
(if known) How much of your total salary will you contribute to KiwiSaver? 2% 4% 8% (tick one only)

If you work for more than one employer, please write their names, addresses, IRD numbers and contribution rates on a separate piece of paper and attach it to this enrolment form. Remember, if you are employed you must contribute at a rate of 2%, 4% or 8% of your gross total salary or wages.

If you are employed but do not nominate an employer on this form, the Inland Revenue will request that all of your employers make contributions from your salary or wages at 2%.

VOLUNTARY CONTRIBUTIONS (OPTIONAL)

Please make any cheques payable to "NZPT – AXA KiwiSaver Scheme" and crossed "Not transferable – account payee only".
Make sure you fill in the lump sum portfolio column below.

Lump sum contribution

Amount

\$

Note: If you are making a contribution into your AXA KiwiSaver Scheme and into another person's scheme, please write the name, yours and their IRD numbers and the amount on the back of the cheque.

Regular contributions (Direct Debit)

Please fill in the direct debit form if you wish to make regular contributions over and above any contributions deducted from your salary or wages, if you are self employed, or do not receive a salary or wages.

You are able to make additional contributions to the AXA KiwiSaver Scheme by direct debit, cheque or internet banking at any time.

INVESTMENT INSTRUCTIONS**How do you want to invest your savings?**

To help you complete this section, you may find the "Choosing the Investment that is Right for You" questionnaire helpful. It's included in this booklet. We recommend that you also talk to a financial adviser. To find a financial adviser near you, simply call 0800 29 27 28.

Please show how you would like your contribution(s) invested, including any amount transferred from another superannuation scheme.

- Show whole percentages (ie no decimal points) for each portfolio.
- If you do not make a choice your contributions will be automatically invested in the KiwiSaver Income Plus Portfolio if you have been automatically enrolled with the Scheme by the Inland Revenue under its default allocation process, or otherwise in the KiwiSaver Conservative Portfolio.

Portfolio	Lump sum*	Regular contributions
KiwiSaver Cash portfolio	%	%
KiwiSaver Conservative portfolio	%	%
KiwiSaver Balanced portfolio	%	%
KiwiSaver Growth portfolio	%	%
Total	100%	100%

*If you have attached a cheque to invest please indicate how you would like to be invested.

PRIVACY ACT 1993

I give approval for my existing provider to transfer my savings to the AXA KiwiSaver Scheme and authorise the Administration Manager to make contact with that provider and take whatever action is required in order to effect the transfer (including, but not limited to, notifying the Commissioner of Inland Revenue of the transfer).

The personal information collected on this form will be used to:

- (a) evaluate your application for membership
- (b) administer the Scheme
- (c) maintain relevant statistical records
- (d) provide you with information about other products and services offered, managed or distributed by companies associated with the Administration Manager or by AXA's Quality Advice Network, and in signing this enrolment form you authorise the use of your personal information for these purposes.

The information will be held by the administration manager, National Mutual Corporate Superannuation Services Limited* ("Administration Manager") at 80 The Terrace, Wellington. Under the Privacy Act 1993 you have the right to access and to request correction of, any personal information about you held by the Administration Manager. The information will only be disclosed to another party to the extent necessary for one or more of the purposes set out above, where required by law, or as otherwise authorised by you.

APPLICATION FOR MEMBERSHIP PLEASE SIGN AND DATE

I APPLY for membership of AXA KiwiSaver Scheme ('Scheme') (or, where I have already been allocated to the Scheme by the Commissioner of Inland Revenue, confirm my membership of the Scheme). I agree to be bound by the terms and conditions of the trust deed governing the Scheme, as amended from time to time, and by the requirements of the KiwiSaver Act 2006 and any regulations or notices promulgated under that Act. I direct the Administration Manager to invest contributions made by or in respect of me in the manner indicated on this form or as later indicated by me to the Administration Manager from time to time in accordance with the trust deed governing the Scheme. I acknowledge that neither the trustee of the Scheme nor the Administration Manager will be liable to me for any loss as a consequence of any such investment direction. I declare that all the information contained in this form is true and correct and acknowledge responsibility for its accuracy whether the information was written by me or another person.

I acknowledge that:

- I have received and read an investment statement for the AXA KiwiSaver Scheme
- the Administration Manager's sole obligation with respect to contributions made to the Scheme by or in respect of me is to apply the contributions received from the Commissioner of Inland Revenue in accordance with the KiwiSaver Act 2006 or directly from me, that there is no contractual arrangement between my employer(s) (if any) and the Administration Manager as to the payment of employer contributions, and that the Administration Manager is under no obligation to verify the appropriateness of the amount of any contributions it receives
- my investment in the Scheme is not guaranteed by any person, including the trustee of the Scheme, the Administration Manager, any other company associated with the Administration Manager, or the Crown
- if I am a member of another KiwiSaver scheme, I give approval for my existing provider to transfer my savings to the AXA KiwiSaver Scheme and authorise the Administration Manager to make contact with that provider and take whatever action is required in order to effect the transfer (including, but not limited to, notifying the Commissioner of Inland Revenue of the transfer).
- all information required to be specified above was completed before I signed this form
- I'm a New Zealand resident
- I'm under age 65.

FINANCIAL ADVISER

Confirm your financial adviser instruction

PLEASE TICK I would like the below financial adviser to be my Servicing Adviser. As a Servicing Adviser they will be able to access information about my plan.

Your signature

Date

Please attach copies of your identification (see page one of this application).

PARENT/GUARDIAN If you are under the age of 16, all parents or guardians will need to sign this form. If you are 16 or 17, at least one parent or guardian will need to sign this form. Please attach a copy of your birth certificate.

Parent Guardian Parent/Guardian's name Parent/Guardian's signature Date

Parent Guardian Parent/Guardian's name Parent/Guardian's signature Date

SEND YOUR ENROLMENT FORM (AND CHEQUE IF APPLICABLE) TO: AXA KiwiSaver Scheme, FREEPOST AXA, PO Box 1692, Wellington 6140

TO BE COMPLETED BY THE ADVISER (office use only)

Adviser's name Adviser's number Adviser's phone number

I confirm I have sighted or have the required documents of investor identification (PLEASE TICK BOX) PCEF T (TICK ONE ONLY)

Adviser's signature

* National Mutual Corporate Superannuation Services Limited is a party to the amalgamation proposal referred to in the Important Notice at the front of the Investment Statement.



Instructions to AXA

The AXA KiwiSaver Scheme account I/we want to pay money to:

Member name

IRD Number

Select the frequency:

Fortnightly Monthly

Amount you would like to pay:

\$

Date to start Direct Debit

/ /

Authority to Accept Direct Debits (not to operate as an Assignment or Agreement)

BANK ACCOUNT FROM WHICH PAYMENTS ARE TO BE MADE

Name of Bank Account Holder (hereinafter referred to as "the Customer")

Authorisation Code

0 3 1 7 8 4 7

Bank

Branch number

Account number

Suffix

Please attach an encoded deposit slip to ensure your number is loaded correctly

TO THE BANK MANAGER

Bank

Branch

Town/City

I/We authorise you until further notice, to debit my/our account with all amounts which New Zealand Permanent Trustees Ltd (hereinafter referred to as the Initiator) the registered Initiator of the above Authorisation Code, may initiate by Direct Debit.

I/We acknowledge and accept that the Bank accepts this authority only upon the conditions listed below.

INFORMATION TO APPEAR ON MY/OUR BANK STATEMENT

PAYER PARTICULARS

PAYER CODE

PAYER REFERENCE

YOUR SIGNATURE(S)

Date

APPROVED 1784		FOR BANK USE ONLY			BANK STAMP
08 2010		ORIGINAL - RETAIN AT BRANCH			
DATE RECEIVED	RECORDED BY	CHECKED BY			

CONDITIONS OF THIS AUTHORITY TO ACCEPT DIRECT DEBITS

1 THE INITIATOR

- a Has agreed to give written advance notice to the Acceptor of the net amount of each Direct Debit and the due date of the debiting at least ten calendar days before (but not more than two calendar months) the date when the Direct Debit will be initiated. This advance notice must be provided either: (i) in writing; or (ii) by electronic mail where the Customer has provided prior written consent to the Initiator.

The advance notice will include the following message. "Unless advice to the contrary is received from you by (date*), the amount of \$....., will be direct debited to your Bank account on (initiating date)."

* This date will be at least two (2) days prior to the initiating date to allow for amendment of Direct Debits.

Or

- b Has agreed to send notice of the net amount of each Direct Debit no later than the day the Direct Debit is initiated. This notice will be provided either: (i) in writing; or (ii) by electronic mail where the Customer has provided prior written consent to the Initiator.

The notice will include the following message: "The amount of \$....., was direct debited to your Bank account on (initiating date)."

- c May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.

2 THE CUSTOMER MAY

- a At any time, terminate this Authority as to future payments by giving written notice of termination to the Bank and to the Initiator.
- b Stop payment of any Direct Debit to be initiated under this Authority by the Initiator by giving written notice to the Bank prior to the Direct Debit being paid by the Bank.
- c Where a variation to the amount agreed between the Initiator and the Customer from time to time to be direct debited has been made without notice being given in terms of 1(a) above, request the Bank to reverse or alter such Direct Debit initiated by the Initiator

by debiting the amount of the reversal or alteration of the Direct Debit back to the Initiator through the Initiator's Bank, PROVIDED such request is made not more than 120 days from the date when the Direct Debit was debited to my/our account.

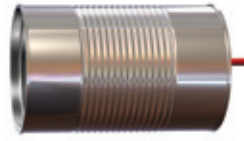
3 THE CUSTOMER ACKNOWLEDGES THAT

- a This Authority will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this Authority until actual notice of such event is received by the Bank.
- b In any event this Authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.
- c Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this Authority. Any other dispute lies between me/us and the Initiator.
- d Where the Bank has used reasonable care and skill in acting in accordance with this Authority, the Bank accepts no responsibility or liability in respect of:
 - the accuracy of information about Direct Debits on Bank statements
 - any variations between notices given by the Initiator and the amounts of Direct Debits.
- e The Bank is not responsible for, or under any liability in respect of, the Initiator's failure to give written advance notice correctly nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.

4 THE BANK MAY

- a In its absolute discretion conclusively determine the order of priority of payments by it of any monies pursuant to this or any other authority, cheque or draft properly executed by me/us and given to or drawn on the Bank.
- b At any time terminate this Authority as to future payments by notice in writing to me/us.
- c Charge its current fees for this service in force from time-to-time.

Kia Ora



Help is here for you with
AXA's local call centre

Just call 0800 29 27 28
or email askus@axa.co.nz
www.axa.co.nz

AXA call centre /
keeping it local

For more information about these and other AXA New Zealand products and services, call your financial adviser or contact us on **0800 29 27 28**.

A disclosure statement is available from your financial adviser on request and free of charge.

National Mutual Corporate Superannuation Services Limited*
PO Box 1692, Wellington 6140.

*National Mutual Corporate Superannuation Services Limited is a party to the amalgamation proposal referred to in the Important Notice at the front of the Investment Statement.

redefining / standards

