

# ANZ Term Deposit Investment Statement

This Investment Statement is prepared as at 31 January 2006.

## 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 adviser

You have the right to request from any investment adviser a written disclosure statement stating his or her experience and qualifications to give advice. That document will tell you:

- › whether the adviser gives advice only about particular types of investments; and
- › whether the advice is limited to the investments offered by only one financial organisation; and
- › whether the adviser will receive a commission or other benefit from advising you.

You are strongly encouraged to request that statement.

An investment adviser commits an offence if he or she does not provide you with a written disclosure statement within five working days of your request. You must make the request at the time the advice is given or within one month of receiving the advice.

In addition:

- › if an investment adviser has any conviction for dishonesty or has been adjudged bankrupt, he or she must tell you this in writing; and
- › if an investment adviser receives any money or assets on your behalf, he or she must tell you in writing the methods employed for this purpose.

Tell the adviser what the purpose of your investment is. This is important because different investments are suitable for different purposes.

## What sort of investment is this?

Term Deposits are unsecured term deposits, made for an agreed fixed term with a fixed rate of interest payable by the Bank. They may be denominated in New Zealand dollars or such other currency as the Bank agrees.

## Who is involved in providing it for me?

ANZ, part of ANZ National Bank Limited, 215 - 229 Lambton Quay, Wellington is the issuer. The Bank is a registered bank under the Reserve Bank of New Zealand Act 1989 and has carried on the business of banking in New Zealand and in other countries since its incorporation in 1979.

## How much do I pay?

You may select the amount that you wish to invest provided that it is within any minimum and/or maximum deposit amounts set by the Bank.

You may make payment at any of the Bank's branches in New Zealand or at such other places, or by such other means, as the Bank agrees.

If you use ANZ Phone Direct or ANZ Internet Banking to make a new Term Deposit (excluding reinvestment of a matured term deposit) you may inform the Bank within seven calendar days of receiving the Bank's 'Terms and Conditions' booklet that you no longer wish to go ahead with the Term Deposit. If you cancel the Term Deposit, the Bank will repay the principal amount and you will not be paid interest.

## What are the charges?

You do not pay any charges when you apply for a Term Deposit.

If the Bank allows you to terminate or partially withdraw, or the Bank terminates your Term Deposit before its maturity date, the Bank may:

- › reduce the total interest rate payable to you by 50%; and
- › deduct from the principal amount otherwise owing to you, any interest previously paid to you at the higher original interest rate.

## What returns will I get?

You are entitled to:

- › the repayment of principal; and
- › the payment of interest at the frequency agreed on the principal amount of the deposit (less any withholding tax deductions).

The key factors that determine your returns are the principal amount of the deposit, the term, the applicable interest rate and whether or not New Zealand Resident or Non-Resident Withholding Tax or amounts equivalent to the Approved Issuer Levy are withheld or deducted.

Interest payable during the term of your Term Deposit will not be compounded.

Returns are not quantifiable as at the date of this investment statement and therefore cannot be promised to you. However, once you and the Bank have agreed on your Term Deposit's terms and conditions (including the principal amount and the applicable interest rate), you may legally enforce those terms and conditions.

The Bank may withhold the repayment of the principal and interest payable on your Term Deposit where the Bank:

- › holds the Term Deposit as security until that security is discharged; or
- › is aware of illegal activity concerning the Term Deposit; or
- › is notified of any third party claim regarding the Term Deposit; or
- › is required by law, including any court order, to do so.

ANZ, part of ANZ National Bank Limited, is legally liable to pay the returns on your Term Deposit.

### What are my risks?

You may not recover your deposit or receive the described returns in the event of:

- › the insolvency or statutory management of the Bank; or
- › the Bank receiving a statutory deduction notice affecting your Term Deposit; or
- › the Bank exercising its rights to combine your accounts or to set off funds held in credit against amounts you owe to it; or
- › a change in currency rates where your Term Deposit is denominated in foreign currency and paid to you in New Zealand currency.

If the Bank is put in liquidation, certain transactions may be voidable under the Companies Act 1993. As a result you may have to repay any principal or returns you have received from your Term Deposit.

Should the Bank be put into liquidation during your Term Deposit, your claim will rank equally with all unsecured creditors, but behind secured creditors and those creditors preferred by statute.

### Can the investment be altered?

The Bank may change the standard terms and conditions, and impose and change fees and charges that apply to Term Deposits upon notice to you in accordance with the Code of Banking Practice.

Any specific terms applying to your Term Deposit may not be altered without your agreement.

### How do I cash in my investment?

With the Bank's consent you may terminate or partially withdraw your Term Deposit before its maturity date. The Bank will have the right to adjust the rate of interest on your Term Deposit.

The Bank may repay your Term Deposit early if the remaining amount is less than the prescribed minimum amount. The Bank may terminate your Term Deposit before its maturity date if it exercises any of its rights to combine your accounts or to set off amounts that you have deposited with the Bank against amounts that you owe to the Bank. This may result in your being paid a lower rate of interest than the rate that would otherwise have applied.

You may be able to sell an interest in your Term Deposit to another person. There is no established market for such sales.

### Who do I contact with enquiries about my investment?

You can make enquiries about Term Deposits at any Bank branch, to any of the Bank's officers or employees or to the branch's manager, or by calling 0800 ANZ 2 YOU (0800 269 296).

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

You can make complaints at any Bank branch, to any of the Bank's officers or employees or to the branch's manager. Details of the Bank's internal complaints procedures are outlined in the 'How can we do better?' brochure, which is available at any Bank branch.

If you are not satisfied with how the Bank has dealt with any complaint that you have made, you may refer your complaint to the Banking Ombudsman. The contact details are:

PO Box 10-573, The Terrace, Wellington,  
Telephone: (04) 471 0006 or 0800 805 950.

### What other information can I obtain about this investment?

Other information about the Bank or the Bank's Term Deposits is contained in the Bank's current General Disclosure Statement published under section 81 of the Reserve Bank of New Zealand Act 1989 and in its financial statements. You can obtain these documents, free of charge, from the Bank's head office at 215 - 229 Lambton Quay, Wellington.

The financial statements and other documents of, or relating to, the Bank are filed on a public register at the Companies Office of the Ministry of Economic Development and are available for public inspection.

### Annual information

The Bank will give you an annual certificate stating the amount of withholding tax deducted from interest paid to you in respect of your Term Deposit.

### On request information

You may request further information about your Term Deposit and the Bank from the Bank's head office at 215 - 229 Lambton Quay, Wellington or at any Bank branch. This includes the Bank's last annual report and the terms and conditions and details applicable to your Term Deposit.

# Supplement to the Investment Statement

Prepared as at 14 November 2008

The Investment Statement to which this supplement is attached is amended by the insertion of the following text at the end of the section titled **What sort of investment is this?:**

## Crown Guarantee

The Bank has a guarantee under the New Zealand retail deposit guarantee scheme. Further information about the scheme is available in this Investment Statement under the section titled Application of the Crown Guarantee to Term Deposits and on [www.treasury.govt.nz](http://www.treasury.govt.nz).

The Investment Statement is further amended by the insertion of the following text at the end of the section titled **What returns will I get?:**

## Application of the Crown Guarantee to Term Deposits

The Bank has a guarantee under the New Zealand retail deposit guarantee scheme ("Crown Guarantee"). The Crown Guarantee will cover:

- (a) principal and interest on any Term Deposit which falls due and payable in the Guarantee Period; and
- (b) if a Default Event under the Crown Deed of Guarantee occurs during the Guarantee Period, the principal and interest on all Term Deposits outstanding at the date of that Default Event.

If you are a Related Party or Financial Institution (unless you are and hold the Term Deposit as a bare trustee) you will not receive the benefit of the Crown Guarantee.

The Crown's obligation to pay any amount under the Crown Guarantee is subject to you giving a Notice of Claim to the Crown and to the Crown satisfying itself as to the amount of the claim and any other matters the Crown reasonably considers appropriate.

The maximum liability of the Crown to each creditor of the Bank under the Crown Guarantee is one million New Zealand dollars (\$1,000,000). For this purpose amounts owed to you by the Bank under any Term Deposit will be aggregated with other amounts owed to you by the Bank which are supported by the Crown Guarantee.

Further information about the Crown Guarantee and the most recent audited statement of financial position of the Crown is available, free of charge and at all reasonable times, on the internet site maintained by, or on behalf of, the Treasury ([www.treasury.govt.nz](http://www.treasury.govt.nz)).

Defined terms in the Crown Deed of Guarantee have the same meaning in this section. In addition:

"Crown" means Her Majesty the Queen in right of New Zealand acting by and through the Minister of Finance.

"Crown Deed of Guarantee" means deed of guarantee entered into between the Crown and ANZ National Bank Limited dated 14 November 2008, a copy of which can be found at [www.treasury.govt.nz](http://www.treasury.govt.nz).

"Guarantee Period" means the period commencing at 12.01 am on 12 October 2008 and expiring at 12.01 am on 12 October 2010.

The Investment Statement is further amended by the insertion of the following text at the end of the section titled **What are my risks?:**

## Crown Guarantee

You may be entitled to the benefit of the Crown Guarantee (see the section titled Application of the Crown Guarantee to Term Deposits for further details).