

First Home or Second Chance Home Buyer Withdrawal Form

If you would like help completing this form, please email kiwisaver@fisherfunds.co.nz or phone us on **0800 FF KIWI (0800 335 494)**

You can complete this form directly on-screen. Please print, sign and post the form to **Fisher Funds Management Limited, Private Bag 93502, Takapuna, Auckland 0740** or courier to **Fisher Funds Management Limited, Level 1 Crown Centre, 67-73 Hurstmere Road, Takapuna, Auckland 0622**.

Who should complete this form?

Please complete this form if you would like to apply for a first home or a second chance home buyer withdrawal from your Fisher Funds KiwiSaver Scheme or Fisher Funds TWO KiwiSaver Scheme account ("KiwiSaver account"). You may be eligible to withdraw all or part of your KiwiSaver account balance. However, you must leave a minimum balance of \$1,000 in your KiwiSaver account and you cannot withdraw any funds transferred from an Australian complying superannuation scheme. If you have a UK QROPS scheme, please consult a tax adviser. In order to qualify for a first home or second chance home buyer withdrawal you must:

- Have been a KiwiSaver member for at least three years; and
- Have not made a home purchase withdrawal from KiwiSaver; and
- Intend this withdrawal to be used to purchase your principal place of residence (*not a rental property*); and
- Have not previously held an estate in land solely or jointly or you are eligible for a home purchase withdrawal as a second chance home buyer. To find out if you qualify as a second chance home buyer and to obtain your eligibility letter, contact Housing New Zealand on 0508 935 266 or visit www.hnzc.co.nz.

Your application form and all supporting documentation must be completed and received by us at least **10 business days before you require the funds to be paid to your solicitor**. These can be emailed to us but we must receive your original application form before payment is made.

You may also be eligible for a KiwiSaver HomeStart grant from Housing New Zealand. You can only apply for this grant by visiting the Housing New Zealand website www.hnzc.co.nz or calling 0508 935 266.

Checklist

Please complete the checklist below and supply the relevant documents to support your request.

- Complete Sections 1-5
- Provide certified proof of identity (refer to Section 6)
- Complete the confirmation of New Zealand residency in Section 8
- Confirm if you have ever been declared bankrupt in Section 9
- Complete the Statutory Declaration in Section 11

You can find a Justice of the Peace near you by visiting the New Zealand Justices' Association website www.jpfed.org.nz. They will be able to certify your ID and witness your Statutory Declaration.

- Provide a completed solicitor or conveyancer's letter (Section 12)
- Provide proof of your solicitor or conveyancer's bank account
- Provide a copy of the property sale and purchase agreement
- Provide your eligibility letter from Housing New Zealand if you are applying for a second chance home buyer withdrawal
- Provide the original of this completed form

Section 1: Your details

Title First name(s)

Surname

Date of birth / / KiwiSaver account number Inland Revenue number

Prescribed Investor Rate (PIR) (please tick one)

10.5% 17.5% 28%

To work out your PIR, or for more information, visit fisherfunds.co.nz/pircalculator or call us on 0508 347 437.

If your selected PIR differs to what we have on file, your new tax rate will take 1 business day to update before your withdrawal can begin processing. If you do not select a PIR, your withdrawal will be taxed at whichever rate we hold on file for you.

Address

City Country Postcode

Home phone () Work phone () Mobile ()

Email address

Section 2: Type of withdrawal (please tick box)

First Home Buyer Withdrawal Second Chance Home Buyer Withdrawal including letter of determination from Housing New Zealand

Section 3: Amount of withdrawal

Due to the enforced closure of our registry system for year-end processing there will be a freeze on all applications on the 1st and 2nd April 2020. If you require funds on these dates, we must receive your withdrawal by no later than the 17th March.

A partial withdrawal of \$

All available funds (you must leave a minimum balance of \$1,000)

Any amount withdrawn will be deducted proportionately across each fund you are invested in.

Section 4: Date funds are required by

Your application form and all supporting documentation must be completed and received by us at least **10 business days before you require the funds to be paid to your solicitor**

Date funds are required by

/ /

Section 5: Payment details

Payment will only be made in New Zealand Dollars to a solicitor or conveyancer's trust account; it must be a New Zealand bank account. We will adjust your withdrawal amount for any tax liability.

Solicitor or conveyancer's name

Solicitor or conveyancer's firm

Address of firm

City

Country

Postcode

Phone

Mobile

Email address

Section 6: Identity documents

Your application must be submitted with one of the identity document options set out in the table below. If these documents have been provided to us **after 30 June 2013**, you do not need to supply them again.

OPTION 1	OPTION 2
<p>One of the following:</p> <ul style="list-style-type: none">■ Passport* (<i>pages containing name, date of birth, photograph and signature</i>)■ New Zealand driver licence■ New Zealand firearms licence	<p>One of the following:</p> <ul style="list-style-type: none">■ Full birth certificate*■ Certificate of citizenship <p>PLUS one of the following:</p> <ul style="list-style-type: none">■ Overseas driver licence■ 18+ Card

*If you are supplying foreign identity documents you must also supply proof of New Zealand residency to enable us to confirm your eligibility to have joined KiwiSaver.

Section 7: Certifying your identity documents

Identity documents **must be** certified by one of the following people:

- Justice of the Peace
- Registered Teacher
- Notary Public
- Registered Solicitor
- Registered Doctor
- Member of Parliament
- Chartered Accountant
- Police Officer

Identity documents **cannot be** certified by the following people:

- Yourself
- Someone related to you
- Your spouse or partner
- Someone who lives at the same address as you
- A person benefitting from this withdrawal

The person certifying your documents must write the following statement on the copies of your documents:

"I certify this to be a true copy of the original document and confirm it represents the identity of (full name)."

The person certifying your documents must include the following details:

- Their name
- Their signature
- Their occupation
- The date of certification

Certification must have been carried out within three months of your application. If you wish, you may personally bring your identity documents to the Fisher Funds office and we will copy and verify your documents.

Please do not send in original versions of your identity documents.

Section 8: Confirmation of New Zealand residency

Please tick here if your principal place of residence has been New Zealand for the entire period you have been a member of KiwiSaver

Please advise the periods during which you lived or worked overseas while you have been a member of any KiwiSaver scheme. Any Government contributions you will have received during these periods will be refunded back to Inland Revenue.

Please note: If you have lived or worked overseas, the application will take at least 15 business days to process.

From	To	From	To	From	To
<input type="text" value="/ /"/>	<input type="text" value="/ /"/>	<input type="text" value="/ /"/>	<input type="text" value="/ /"/>	<input type="text" value="/ /"/>	<input type="text" value="/ /"/>

Section 9: Bankruptcy

Have you ever been adjudicated bankrupt or admitted to a No Asset procedure?

Yes No

If **'Yes'**, please provide details:

Date	Official Assignee reference/case number
<input type="text" value="/ /"/>	<input type="text"/>

Section 10: Privacy statement

Any information that you provide to us may be used by Fisher Funds and the Supervisor and any of their respective related entities, and by other service providers to provide services in relation to your withdrawal request. It may also be used to electronically confirm your identity and address and may be disclosed for these purposes to third parties where relevant. You have the right to access the information held by us and you may also request that it be corrected.

Section 11: Statutory Declaration

A Statutory Declaration is a written statement that allows a person to declare something to be true. This page must be completed in front of an authorised person who will witness the declaration.

Who can witness me making the declaration?

The following people can witness you making the declaration

- Notary Public
- Justice of the Peace
- Enrolled solicitor or barrister of the high court

I,

Name of KiwiSaver member

of

Address

Occupation

solemnly and sincerely declare that:

- I am entitled to make this withdrawal request and have been a member of a KiwiSaver scheme for three or more years.
- I have not previously made a withdrawal from a KiwiSaver scheme for a home purchase. The property I purchase in connection with this application is intended to be my principal place of residence and is in New Zealand.
- I have not previously owned an estate in land, or if I have, I attach my letter from Housing New Zealand confirming my eligibility as a Second Chance buyer.
- I agree that Fisher Funds may approach the solicitor or conveyancer named in this form to obtain further information as may be reasonably required in connection with this application, and I authorise that solicitor or conveyancer to provide such further information (*a photocopy of this authorisation shall be regarded as the original*).
- I understand that acceptance of my application is at Fisher Funds' discretion.
- I understand that if the settlement (*as set out in the attached Sale and Purchase Agreement*) is not completed by the due date or any extended date, that the funds will be repaid by my solicitor or conveyancer to the Manager to be applied to my KiwiSaver account as soon as practicable with no deductions or disbursements having been made to the amount released to the solicitor or conveyancer.
- I understand that my withdrawal value will or might fluctuate based upon the unit price(s) which applies when the withdrawal is processed and that fees, taxes and expenses may be deducted from my KiwiSaver account.
- The information given in this form is true and correct. I acknowledge that the Manager and the Supervisor will rely on information provided in (*or in connection with*) this form and accordingly agree to indemnify them against any claims, liability, losses, damages, costs and expenses whatsoever which may arise directly or indirectly as a result of any information provided in (*or in connection with*) this form being untrue or misleading (*including omission*).

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.

Your signature

Declared at

Address

Date

Before me

Name

Signature

Section 12: Solicitor or Conveyancer's Letter

To: Fisher Funds Management Limited

Re (the Member)

We refer to the Member's application (the Application) for a withdrawal from their KiwiSaver account, which relates to the purchase of

(the Property)

The settlement date, or currently anticipated settlement date, for the purchase of the Property is / /

Documents

We enclose copies of:

- The agreement for sale and purchase of the Property with (the Vendor)
Dated / / (the Agreement); and
- Our pre-printed bank deposit slip.

We confirm that we act for the Member, who is to purchase the Property under the Agreement.

Undertaking (please tick the relevant box below)

We undertake to you:

- For unconditional sale and purchase agreements where KiwiSaver funds are paid on settlement.
1. As at the date of this letter any conditions to the Agreement are fulfilled or waived and the Vendor and the Purchaser(s) are unconditionally obliged to settle; and
 2. Any funds received by us pursuant to the Application (the Funds) will be paid to the Vendor as part of the purchase price; or
 3. If settlement under the Agreement is not completed by the due date in the Agreement or any agreed extended date, the Funds will be repaid to you as soon as practicable on account of the Member with no deductions for disbursements.
- For conditional sale and purchase agreements
1. As at the date of this letter the Agreement remains subject to a condition or conditions which have yet to be either fulfilled or waived (i.e. the Vendor and the Purchaser(s) are not yet contractually obliged to settle);
 2. Such funds as are received by us/me pursuant to the Application and are to be held by a stakeholder who is obliged to:
 - i) hold the funds while the Agreement is conditional; and
 - ii) repay the funds to us/me if settlement under the Agreement is not completed by the due date in the Agreement or any agreed extended date (except where non-completion of the settlement is due to the Member's default);
 3. I/we will repay to you as soon as practicable on account of the Member (with no further deductions or disbursements) any funds that the stakeholder repays to us/me if settlement is not completed; and
 4. Any funds received by us/me pursuant to the Application which exceed any amount to be applied towards paying a deposit under the Agreement:
 - i) will be paid to the Vendor as part of the purchase price on settlement of the Agreement; or
 - ii) if settlement under the Agreement is not completed by the due date in the Agreement or any agreed extended date, will be repaid to you as soon as practicable on account of the Member with no deductions or disbursements.

The undertakings in points 2 and 3 above are restricted to confirming that the stakeholder owes obligations:

- To hold the Funds while the Agreement is conditional; and
- To repay the Funds to us/me if settlement of the Agreement is not completed as described.

I/we give no undertaking that the stakeholder will actually comply with these obligations, and accordingly I/we accept no liability in the event that the stakeholder breaches either obligation.

I confirm that I hold a current practising certificate issued pursuant to the Lawyers and Conveyancers Act 2006.

Name of solicitor/conveyancer

Name of firm

Signature

Date

 / /