

Fisher Funds LifeSaver Plan First Home Withdrawal Form

If you would like help in completing this form, please email lifesaver@fisherfunds.co.nz or phone us on **0508 FISHER (0508 347 437)**, if calling from overseas **+64 9 445 3377**.

You can complete this form on-screen by typing directly into each field. Once you have completed your details, please print, sign and post the form to **Fisher Funds Management Limited, Private Bag 93502, Takapuna, Auckland 0740, New Zealand** or email to lifesaver@fisherfunds.co.nz.

Who should complete this form?

Please complete this form if you would like to apply for a first home buyer withdrawal. You may be eligible to withdraw all or part of your LifeSaver Scheme account balance (*however you must leave a minimum balance of \$1,000 in your LifeSaver account*) if you:

- have been a LifeSaver member for at least three years; and
- have not made a home purchase withdrawal from LifeSaver; 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.

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** (*settlement date if your sale is unconditional, or the date you must pay your deposit if it is a conditional sale*).

Making a withdrawal from LifeSaver may impact any insurance arrangement your Employer has established for you. Please talk to your Employer or insurance provider for more information.

Checklist

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

- Complete sections 1-4.
- Provide certified proof of identity (*refer to section 5 for approved identity documents and section 6 for how to certify those documents*).
- Confirm if you have ever been adjudicated bankrupt in section 7.
- Provide a completed solicitor or conveyancer's letter (*refer to section 9*).
- Provide proof of your solicitor or conveyancer's bank account e.g a bank generated deposit slip.
- Provide a copy of the property sale and purchase agreement in which you are named as a purchaser.
- Complete the withdrawal declaration in section 10.

Section 1: Your Details

Title First Name/s

Surname

Date of Birth / / LifeSaver Member Number IRD 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 the rate we have on file, the change will require 1 business day to update before your withdrawal can be processed. If you do not select a PIR, your withdrawal will be processed at the rate we hold on file for this account.

Address

City Country Postcode

Home Phone () Work Phone () Mobile ()

Email Address

Section 2: Amount of Withdrawal

A Partial Withdrawal of \$

All Available Funds (the amount payable is equal to the amount that would have been payable had you been eligible to receive a resignation benefit at the date of withdrawal (please refer to your employer supplement for details); you must leave a minimum balance of \$1,000)

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

Section 3: 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 4: Payment Details

Payment will only be made in New Zealand dollars to a solicitor or conveyancer's trust account, being 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 5: 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**, they do not need to be provided again.

OPTION 1	OPTION 2	OPTION 3
<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 certificate of identity ■ New Zealand refugee travel document ■ Emergency travel documents ■ New Zealand firearms licence ■ National identity card (<i>containing name, date of birth, photograph and signature</i>) 	<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"> ■ New Zealand or overseas driver licence ■ 18+ Card 	<ul style="list-style-type: none"> ■ New Zealand driver licence <p>PLUS one of the following:</p> <ul style="list-style-type: none"> ■ SuperGold Card ■ Bank statement from a registered bank dated within the last 12 months ■ Statement from a government agency dated within the last 12 months ■ New Zealand Pension Card

Section 6: 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 7: Bankruptcy

Are you currently adjudicated bankrupt or admitted to a No Asset Procedure, or in the process of being adjudicated bankrupt or admitted to a No Asset procedure?

Yes

No (go to section 8)

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

Date

Official Assignee Reference/Case Number

Section 8: 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 LifeSaver 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 9: Solicitor or Conveyancer's Letter

To: Fisher Funds Management Limited as Manager of the Fisher Funds LifeSaver Plan (*the Scheme*)

Re (*the Member*)

We refer to the Member's application (the Application) for a withdrawal from the Scheme, 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 LifeSaver 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 where LifeSaver funds are being used to pay the deposit
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 applied towards paying a deposit under the Agreement (*the Deposit Funds*) will be held by a stakeholder who is obliged to:
 - i) hold the Deposit Funds while the Agreement is conditional; and
 - ii) repay the Deposit 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 Deposit 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 the 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 paragraphs 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

 / /

Section 10: Withdrawal Declaration

- I am a member of the Fisher Funds LifeSaver Plan and have been a LifeSaver member for three or more years.
- I have not previously made a withdrawal from LifeSaver for a home purchase. The property I purchase in connection with this application is intended to be my personal place of residence and is in New Zealand.
- I have not previously owned an estate in land.
- I agree that Fisher Funds may approach the solicitor or conveyancer named in this form to obtain such further information as may be reasonably required in connection with this application, and I hereby 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 of LifeSaver as soon as practicable on my account with no deductions or disbursements having been made to the amount released to the solicitor or conveyance.
- 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 maybe deducted from my LifeSaver account.
- The information given in this form is true and correct. I acknowledge that the Manager and the Supervisor of LifeSaver 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*).

Signature of Member

Date