AE KiwiSaver Plan

FACT SHEET: USING YOUR KIWISAVER SAVINGS TO BUY YOUR FIRST HOME

After three years in KiwiSaver you can apply to withdraw the total amount in your KiwiSaver account as long as you leave a balance of $1,000 or the Government kick-start in your account, and excluding any amount transferred from an Australian superannuation fund.

ELIGIBILITY TO WITHDRAW

You are eligible for a first home buyer withdrawal if you:

- have been a KiwiSaver member for at least three years;
- are buying your first home (or have confirmation from Housing New Zealand that you are eligible to apply for a second home buyer withdrawal - *you will need to contact them directly on 0508 WELCOME (0508 935266) or kiwisaver.enquiries@hnzc.co.nz*);
- intend to live in the property; and
- have not made a withdrawal from your KiwiSaver account for the purchase of a home before.

WHAT CAN I WITHDRAW?

With a first home buyer withdrawal, you can withdraw:

- Your contributions
- Your employer contributions
- Member tax credits
- Investment returns

You are not able to withdraw any Australian superannuation savings that you have transferred to KiwiSaver. You must also leave a minimum balance of $1,000 in your KiwiSaver account after the withdrawal.

It is important to note the amount available for your KiwiSaver first home withdrawal may change as a result of market volatility, any PIE tax rebates or deductions, any contributions we receive and if there were any time periods when you weren't eligible to receive Government contributions.

HOW CAN I APPLY?

You need to have first found a home that you wish to purchase, and let your solicitor know that you want to use your KiwiSaver savings to help with the purchase.

You will need to take the AE KiwiSaver Plan First Home Buyer withdrawal form to your solicitor to complete, and then email this back to us (info@always-ethical.com) and post the hard copies to PO Box 304015, Hauraki Corner, Auckland 0750, along with the following documents:

- Your Sale and Purchase agreement;
- A letter from your solicitor/conveyancer;
- A deposit slip for your solicitor/conveyancer's trust account;
- Your eligibility letter from Housing New Zealand if you are applying for a second chance withdrawal *(if applicable)*.
- Your certified proof of identity.

All documentation must be with us at least 10 working days before you require the funds to be paid to your solicitor's trust account (but no later than the settlement date).

The funds you are eligible to withdraw (or partial funds you have selected to withdraw) will be deposited into your solicitor's trust account prior to settlement date.

AE KiwiSaver Plan

FIRST HOME OR SECOND CHANCE HOME BUYER WITHDRAWAL FORM

IMPORTANT INFORMATION

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

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

CHECKLIST

Before returning this form, please make sure that you are fully aware of the requirements you must meet in order to qualify for this withdrawal and have supplied the relevant supporting documents.

You will need to complete the tasks in the below checklist to complete your application:

- ☐ Complete sections 1-6.
- ☐ Complete the confirmation of New Zealand residency in section 7. Confirm if you have ever been adjudicated bankrupt in section 8.
- ☐ Complete the statutory declaration in section 10 in front of a Justice of the Peace, Solicitor, Notary Public or other person authorised to take statutory declarations.
  You can find a Justice of the Peace near you by visiting the New Zealand's Justices' Association website www.jpfed.org.nz or Yellow Pages www.yellow.co.nz. They will be able to certify your ID and witness your statutory declaration.
- ☐ Provide a completed solicitor or conveyancer's letter *(refer to section 11)*.
- ☐ 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.
- ☐ Provide your eligibility letter from Housing New Zealand if you are applying for a second chance withdrawal *(if applicable)*.
- ☐ Provide certified proof of identity and proof of address *(refer Investor Identification on page 4)*.

Please send the completed form along with the evidence required by email to **info@always-ethical.com** and post the original form to **PO Box 304015, Hauraki Corner, Auckland 0750, New Zealand.**

CONTACT US
ALWAYS-ETHICAL LTD

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SECTION 1: YOUR DETAILS

IRD NUMBER | | | | | | | | | |

YOUR IRD NUMBER IS A UNIQUE NUMBER ISSUED TO YOU BY INLAND REVENUE. SEE *WWW.IRD.GOVT.NZ*

TITLE ☐ MR ☐ MRS ☐ MISS ☐ MS ☐ OTHER _____

FIRST NAME (AS PER PHOTO ID PROVIDED)

MIDDLE NAME(S) (AS PER PHOTO ID PROVIDED)

LAST NAME (AS PER PHOTO ID PROVIDED)

PLEASE LIST ANY OTHER NAMES YOU ARE KNOWN BY

PHYSICAL ADDRESS (AS PER PROOF OF ADDRESS PROVIDED)

POSTCODE

POSTAL ADDRESS

POSTCODE

DATE OF BIRTH (DD/MM/YYYY))

CONTACT PHONE NUMBER (LANDLINE)

MOBILE PHONE NUMBER

EMAIL ADDRESS

SECTION 2: TYPE OF WITHDRAWAL

☐ First Home Buyer Withdrawal

☐ Second Chance Home Buyer Withdrawal

SECTION 3: AMOUNT OF WITHDRAWAL

☐ A Partial Withdrawal of $

☐ All Available Funds

SECTION 4: HOW WITHDRAWAL AMOUNT WILL BE APPLIED

☐ The funds withdrawn will be applied (in the first instance) towards paying a deposit on the property (with any surplus then applied towards the balance of the purchase price at settlement)

☐ The funds withdrawn will be applied solely towards paying the purchase price of the property at settlement

SECTION 5: 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

Contact Phone

Mobile

Email Address

SECTION 6: INVESTOR IDENTIFICATION

We have two options for clients to confirm their identity. Please select one of the options below.

Option 1: Electronic Identity Verification and Proof of Address

AE can confirm the identity and/or New Zealand address of many of our clients electronically, with their permission.

Please note that we use a third party system not owned by AE to conduct identity checks in this way.

☐ I confirm that I give AE authority to check my identity and/or address electronically using the documentation provided.
I have included a copy of my current signed NZ passport (preferred) or NZ Driver Licence (front & back).

Option 2: Certified Copies of Identity Documents

You can provide certified photocopies of your documents (we need the physical copy that has been certified).

☐ I will provide certified identification documents.
See 'Investor Identification Requirements' for further detail, including who can certify them and correct certification wording.

INVESTOR IDENTIFICATION REQUIREMENTS

If you have opted not to use Electronic Identity Verification or did not pass this system check then you will need to provide the following documentation: **Please provide a certified photocopy of each document:**

- The documents can be verified by AE employee or certified by a Trusted Referee as described below.
- Any certified documents cannot be scanned to us (we need the copy that has been physically certified)
- Please do not send in original versions of your identity documents.

1. CERTIFIED COPY OF IDENTIFICATION

Option 1

One of the following:

☐ Current signed New Zealand Passport (preferred)

☐ New Zealand Firearms Licence

☐ Overseas Passport with proof of NZ residency

OR

Option 2

☐ New Zealand Driver Licence (front and back)

In combination with one of the following:

☐ Bank statement, dated within the last 12 months

☐ Valid credit or debit card with name embossed and signature

☐ Birth certificate

☐ Citizenship certificate

☐ Government agency letter (IRD, Work & Income, Electoral Commission) that you received in the post and dated within the last 12 months

☐ SuperGold card with photo, name and signature

2. PROOF OF ADDRESS

Must state name and physical address, cannot be a PO Box address.

One of the following documents that has been issues in the last 12 months:

☐ Bank statement (we accept downloaded bank statements)

☐ Current vehicle registration

☐ Current house or contents insurance policy or renewal statement

☐ Government agency letter (IRD, Work & Income, Electoral Commission)

☐ Rates bill

☐ Tenancy agreement

☐ Letter issued by local Health Board

☐ Utility bill (power, water, internet, fixed home phone, SKY)

ACCEPTED TRUSTED REFEREES

Originals can be verified by an AE employee OR certified by a Trusted Referee in accordance with the instructions outlined below. Certified copies of identification must be presented to AE within three months of certification.

Identification must be certified by one of the following:

- Lawyer with a current practising certificate
- Chartered Accountant
- Member of the Police
- Justice of the Peace
- Registered Medical Doctor
- Registered Teacher
- New Zealand Honorary Consul
- Notary Public
- A person who has the legal authority to take statutory declarations or the equivalent in New Zealand
- If outside New Zealand, a person authorised by law to take a statutory declration (or equivalent) in that country.

The certifier must:

- For photograhic ID, make the statement "**I certify this to be a true copy of the original which I have sighted and represents a true and correct likeness of [name of the person presenting the documentation for certification].**"
- For certification of other documents, make the statement "**I certify this to be a true copy of the original which I have sighted.**"
- Include their **name, occupation and capacity to be a certifier** e.g. registration number (if applicable), **signature and date** of certifation.
- Not be living at the same address, a relative or spouse of the individual presenting the documents.

SECTION 7: CONFIRMATION OF NEW ZEALAND RESIDENCY

When you request a KiwiSaver withdrawal for any reason, you must complete a statutory declaration confirming whether your principal place of residence was New Zealand for the period of your KiwiSaver membership. Going overseas on a holiday, even for several months is not considered a change of principal residence, however if you lived or worked overseas and received KiwiSaver member tax credits, we must refund that portion of the credits back to Inland Revenue.

I confirm that for the period that I have been a member of KiwiSaver, my principal place of residence was New Zealand except for the periods:

From	To	From	To
/ /	/ /	/ /	/ /

From	To
/ /	/ /

☐ If your principal place of residence was New Zealand for the entire period you have been a member of KiwiSaver please tick here.

SECTION 8: BANKCRUPTCY

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
/ /	

SECTION 9: PRIVACY STATEMENT

PRIVACY ACT: The information you provide us either in this application or in the future may be used by Always-Ethical Limited (the Manager), the Supervisor and any related entities of either, the Financial Markets Authority (FMA), your financial adviser or the distribution entity through which you joined AE KiwiSaver Plan (if applicable), and by other service providers to AE KiwiSaver Plan to provide services in relation to your investment. You may ask to be shown the information held about you, and if any of the information is incorrect, ask for it to be corrected. On request we will also provide you with the name and address of any entity to which information has been disclosed. If you do not provide the information requested on this application form, we may be unable to process your application.

SECTION 10: STATUTORY DECLARATION

I,

Name

of

Address

Occupation

Solemnly and sincerely declare that:

- I am a member of the AE KiwiSaver Plan 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 personal place of residence.
- 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 Always-Ethical 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 Always-Ethical's 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 the AE KiwiSaver Plan as soon as practicable on my account 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 maybe deducted from my AE KiwiSaver Plan account.
- The information given in this form is true and correct. I acknowledge that the Manager and the Trustee of the AE KiwiSaver Plan 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

Capacity

Signature

SECTION 11: SOLICITOR OR CONVEYANCER'S LETTER

To: AE KiwiSaver Limited, as the Manager of AE KiwiSaver Plan *(the Plan)*

Re: _____ *(the Member)*

We refer to the Member's application (the Application) for a withdrawal of the Plan, 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 / /
- 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 where KiwiSaver 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 / /