

# Application for withdrawal – purchase first home

## Aon KiwiSaver Scheme

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### Introduction and steps to apply

Use this form to apply for a first home withdrawal from your KiwiSaver account. We will also require you to complete an AML Identity Verification form which is available on our website [www.aonkiwisaver.co.nz](http://www.aonkiwisaver.co.nz).

You can make a ‘once only’ withdrawal to buy your first home (or an estate in land to build your first home) after you have been a KiwiSaver or complying superannuation fund member for at least three years, subject to certain restrictions and leaving \$1,000 in your account. Funds transferred from an Australian complying superannuation scheme cannot be withdrawn to buy a home. In limited circumstances, you may still be able to make a withdrawal if you have owned a home before. See [hnzc.co.nz](http://hnzc.co.nz) for details.

#### To apply for a first home withdrawal

1. Find a solicitor (or licensed conveyancer) to help you through all the legal ins and outs of buying your first home. Let your solicitor (or licensed conveyancer) know you want to use your KiwiSaver contributions towards your first home.
2. Talk to us about applying for a first home withdrawal. You can call us on 0800 266 463.
3. Take this application form to your solicitor (or licensed conveyancer) to complete and return with:
  - your sale and purchase agreement (this must be in your name, or see note below)
  - a solicitor’s or licensed conveyancer’s letter of undertaking (attached at the back of this application form)
  - a solicitor’s or licensed conveyancer’s deposit slip for their trust account.

All documentation needs to be with us at least 10 working days prior to your deposit or settlement date.

We’re unable to pay a first home withdrawal:

- unless you’ve been a member of KiwiSaver or a complying superannuation fund for three years
  - after your settlement date.
4. The amount you are able to withdraw from your KiwiSaver account will be paid directly to your solicitor’s or licensed conveyancer’s trust account. You and your solicitor (or licensed conveyancer) will receive confirmation of this.

**Note:** If the sale and purchase agreement is not in your name we require a Deed of Nomination as evidence that you are the purchaser of the property.

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### Section A: Personal details

IRD number    -    -

Member number  **A**  **O**  **N**

Date of birth   /   /

Title:  Mr  Mrs  Miss  Ms Other

Given name(s)  Surname

Postal address  Postcode

Direct phone  Mobile

Email

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## Section B: Application to make a withdrawal

I wish to make a withdrawal from my Member's Account as below:

### Type of withdrawal

- First home withdrawal (this applies if you've never previously owned a property, other than a leasehold estate - whether alone or jointly with another person).
- First home withdrawal for a previous property owner (this applies if you've previously owned a property). You must include your confirmation letter from the Ministry of Housing (or delegate) that you qualify. For more information or the necessary form, please contact Housing New Zealand on 0508 935 266 or visit the website [www.hnzc.co.nz](http://www.hnzc.co.nz).

### How withdrawal amount will be applied

- towards paying a deposit on the property (with any remainder then applied towards the balance of the purchase price at settlement)
- solely towards paying the purchase price of the property at settlement.

### Amount of withdrawal

If my application is approved I wish to make:

- a withdrawal for my full available balance\*
- a partial withdrawal of \$  \*\*

\* Note that a minimum balance of \$1,000 must be maintained in your member's account after such a withdrawal.

\*\* Deducted proportionately from the funds you are invested in and taken first from your own and any employer contributions (and your investment earnings), and second, from your member tax credits amount

### Have you transferred money from a UK Pension Scheme after 5 April 2006?

- No
- Yes – please contact us for information. An extra withdrawal form is required.

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## Section C: Privacy statement

The information in this form, and in any documents relating to it, is being collected for the purposes set out in this form, including effectively managing your Aon KiwiSaver Scheme account. The information may be used by, and disclosed to, the Manager and the Supervisor of the Scheme, authorised agents, and to any other entity that is involved in the administration and management of the Scheme (including Inland Revenue and any regulatory body). You agree that the Supervisor, the Manager and their authorised agents may collect and use the information for these purposes. The information is being collected by Aon Saver Limited whose address is Level 16, AMP Centre, 29 Customs St West, Auckland and will be held by Link Market Services Limited at Level 11, Deloitte Centre, 80 Queen Street, Auckland. You can request access to your personal information and can ask to correct that information by calling 0800 266 463.

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## Section D: Your statutory declaration

I, , of

(Name) (Residential address)

, solemnly and sincerely declare that:

(Occupation)

I have had my principal residence in New Zealand for the entire period that I have been a member of KiwiSaver; **or**

I was living overseas for the following dates / /  to / /

and I understand I do not qualify to be paid the member tax credit for this period

*Continued on following page*

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## Section D: Your statutory declaration (continued)

I also declare that:

1. I have read and understood the privacy statement set out in Section C and all the information provided in this form (and any included documents) is true and correct.
2. I have been a member of a KiwiSaver scheme, or Complying Superannuation Fund, for 3 or more years.
3. I have never made a withdrawal from a KiwiSaver scheme for a home purchase (whether this Scheme or any scheme to which I previously belonged).
4. I have not previously owned an estate in land, or I attach written confirmation from Housing New Zealand stating that it is satisfied my financial position (in terms of income, assets and liabilities) is what would be expected of a person who has never held an estate in land (either alone or jointly with another person).
5. The property I am purchasing is intended to be my principal place of residence.
6. I understand that my application for a first home withdrawal is subject to the Manager of the Aon KiwiSaver Scheme receiving everything listed in the checklist below (in a form acceptable to the Manager) at least 10 working days before my deposit or settlement date.
7. I understand that should the information given be incomplete or incorrect, the Manager of the Aon KiwiSaver Scheme will not be able to complete its assessment of my application for a home purchase withdrawal. I agree that the Manager may approach the solicitor named above to obtain such further information as may be reasonably required in connection with this application, and I hereby authorise that solicitor to provide such further information.
8. I understand my withdrawal must be paid to my solicitor's or licensed conveyancer's trust account.
9. I understand that the value of my withdrawal will be based on the unit price(s) at the date my request is processed and that fees, taxes and expenses may be deducted.

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

Signature   
(your signature)

Declared at   
(location)

Date / /

Before me (JP, Solicitor, Notary Public or other person authorised to take a statutory declaration, such as the Registrar or Deputy Registrar of the High Court or of any District Court or a member of parliament):

Full name  Occupation   
Signature  Declaration taker's details/stamp

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## Section E: Your solicitor or licensed conveyancer's details

Full name  Contact phone number   
Company name   
Postal address  Postcode   
Email

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Please complete the checklist on the following page

## Checklist

I have:

- completed all sections of the form
- signed and dated Section D - i.e., the statutory declaration (which must be completed in the presence of a person authorised to take a statutory declaration)

Please attach:

- a Letter of Undertaking completed by your solicitor (attached at the back of this application form)
- a bank deposit slip from your solicitor showing the account name and number for payment of the benefit requested in this application
- a copy of the Agreement for Sale and Purchase of Real Estate for the property to be purchased in your name
- a Deed of Nomination (only necessary if the Agreement for Sale and Purchase of Real Estate is not in your name)
- If you have previously held an estate in land you must provide a copy of your '**Letter of Determination**' from Housing New Zealand
- a completed AML form and certified identity documents (e.g., passport, utility bill)

Please return the completed form and documentation to:

**Freeport Aon Retirement Saving**

Aon KiwiSaver Scheme, P O Box 332, Shortland St, Auckland 1140.

If you have any questions about completing this form, please call 0800 AON INFO (0800 266 463).

## Letter of Undertaking – all funds to be paid at settlement

To the Manager and Scheme Provider of the Aon KiwiSaver Scheme (the **Scheme**):

Re: Member's full name (the **Member**)

Member Date of Birth

Member IRD Number

We refer to the Member's application for a home withdrawal from the Scheme (the **Application**), which relates to the purchase of:

Insert details of the property (the **Property**)

The deposit date for the purchase of the Property is DD / MM / YYYY

The settlement date for the purchase of the Property is DD / MM / YYYY

### Documents

We **enclose** copies of the following:

1.	the agreement for sale and purchase of the Property with: Vendor's name and address Dated: DD / MM / YYYY	(the <b>Vendor</b> ) (the <b>Agreement</b> )	Tick if enclosed
2.	our pre-printed bank deposit slip for our trust account		Tick if enclosed

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

### Undertaking

We undertake to you that:

1. as at the date of this letter, any conditions to the Agreement will be 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 or as instructed by the Vendor, as part of the deposit or purchase price; or
3. if settlement under the Agreement is not completed by the due date in the Agreement or any extended date, the Funds will be repaid to you as soon as practicable on account of the member, with no deductions or disbursements.

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

Name of firm/company Phone

Name of principal/partner certifying Email

Signature of practice principal/partner Date DD / MM / YYYY

**This certificate must be signed by the practice principal or a partner.**

# Letter of Undertaking – funds to be applied for deposit (with any residue paid at settlement)

To the Manager and Scheme Provider of the Aon KiwiSaver Scheme (the **Scheme**):

Re: Member's full name (the **Member**)

Member Date of Birth

Member IRD Number

We refer to the Member's application for a home withdrawal from the Scheme (the **Application**), which relates to the purchase of:

Insert details of the property (the **Property**)

The deposit date for the purchase of the Property is DD / MM / YYYY

The settlement date for the purchase of the Property is DD / MM / YYYY

## Documents

We **enclose** copies of the following:

1.	the agreement for sale and purchase of the Property with: Vendor's name and address Dated: DD / MM / YYYY	(the <b>Vendor</b> ) (the <b>Agreement</b> )	Tick if enclosed
2.	our pre-printed bank deposit slip for our trust account		Tick if enclosed

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

## Undertaking

I/we undertake to you that:

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 firm/company	Phone
Name of principal/partner certifying	Email
Signature of practice principal/partner	Date DD / MM / YYYY

**This certificate must be signed by the practice principal or a partner.**