



Please send this completed form and supporting documents to:  
**AMP Customer Services - NZRT**  
**Freepost 170, PO Box 55**  
**Shortland Street, Auckland 1140**  
**Please call us on 0800 800 267**  
**if you have any queries.**

# New Zealand Retirement Trust (NZRT)

## First home withdrawal application and second chance home withdrawal application

Have you transferred any UK sourced pension funds into a QROPS account in the NZRT?  Yes  No

If you ticked "Yes" above, please talk to your adviser as additional rules and restrictions may apply.

**Before completing this application, please refer to your member booklet to check if a first home withdrawal is available to you in circumstances where if you were a member of a KiwiSaver scheme, the withdrawal would be permitted under the KiwiSaver first home withdrawal rules.**

**This form can be completed on-screen by typing content directly into the PDF document. Once you have completed and signed this form please send it and any supporting documents to the address above.**

All sections must be completed in full to process the application.

### (a) Your personal details

Full name

Date of birth

D	D	M	M	Y	Y	Y	Y
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Email

Mobile phone

 ( )

Residential address

Postcode

Postal address (if different from residential address)

Postcode

IRD number

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Prescribed Investor Rate (PIR)

 10.5%  17.5%  28%

Member number

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To help determine your PIR, go to [amp.co.nz/pie](http://amp.co.nz/pie). Alternatively, visit the Inland Revenue website [ird.govt.nz](http://ird.govt.nz). If a PIR is not selected or you supply an incorrect IRD number, the default rate of 28% will apply.

### (b) Withdrawal details

I request a withdrawal for (please tick):

**First home withdrawal** (if you have not owned a property before whether by yourself or jointly with another person);

or

**Second chance home withdrawal** (this applies if you have owned a property before but no longer have a share in the property. If you're applying for a second chance home withdrawal please attach a written confirmation from Housing NZ confirming that you are eligible to make a KiwiSaver second chance withdrawal. Please be aware that you may not be able to source this confirmation unless you are also completing a KiwiSaver second chance first home withdrawal).

#### Amount of withdrawal

I request

A partial withdrawal of \$ \_\_\_\_\_ ; or  A full withdrawal of my available balance (less \$1,000 minimum balance).

**(c) How the withdrawal amount will be applied (please tick one)**

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

or

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

**The withdrawal amount will be deducted proportionally from each investment fund that you have invested in.** Please note, tax may be collected at the time of withdrawal if there is a risk you will have an insufficient remaining balance to pay your year-to-date tax accrual.

**(d) Your Solicitor's details**

Solicitor's name

Solicitor's email address

Name of Solicitor's law firm

Telephone

Postal address

Postcode

**Please make sure your Solicitor completes the Solicitor's Certificate section of this form.**

**(e) Your identity documents**

Have the original document(s) ready to be certified by the authorised person completing your Statutory Declaration (next page). We're here to help if you need us. Call **0800 800 267** or email **workplaceadmin@amp.co.nz**.

**Proof of identity – please complete one**

**Option 1** ONE document from this section:

<input type="checkbox"/> NZ passport (identity page)	<input type="checkbox"/> NZ firearms licence
<input type="checkbox"/> Overseas passport (identity page)	<input type="checkbox"/> NZ certificate of identity

**OR;**

**Option 2**  NZ driver's licence **PLUS** (ONE of the of the documents from this section):

<input type="checkbox"/> Super Gold card	<input type="checkbox"/> NZ full birth certificate/birth certificate issued by foreign government
<input type="checkbox"/> NZ citizenship certificate/citizenship certificate issued by foreign government	<input type="checkbox"/> Bank statement or Inland Revenue statement issued in your name in the last six months

**OR;**

**Option 3**  18+ identity card/Kiwi Access card **PLUS** (ONE of the documents from this section):

<input type="checkbox"/> NZ full birth certificate/birth certificate issued by foreign government	<input type="checkbox"/> NZ citizenship certificate/citizenship certificate issued by foreign government
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**IMPORTANT: Please provide a certified copy of your identity documents. These copies must have been certified within the last three months.**

**Proof of address**

Please provide one of the documents below as proof of your **residential address**. The document must be **addressed to you**, and dated within the **last six months**.

- letter or invoice from utility company (eg. electricity, gas, phone, Sky TV)
- bank statement
- insurance policy or investment portfolio document
- current rental tenancy agreement
- letter from government agency (e.g. Inland Revenue, rates bill, vehicle registration)

**Statutory declaration is on the following page.**

**(f) Statutory declaration**

This page must be completed in front of an authorised person who will witness the declaration and certify your documents.

Who can witness me making the declaration and certify my documents?

**In New Zealand**

- Justice of the Peace  
visit [justiceofthepeace.org.nz](http://justiceofthepeace.org.nz) or Yellow Pages  
[yellow.co.nz](http://yellow.co.nz) to find one near you
- New Zealand solicitor
- Notary public
- Registry of Deputy Registrar of the High Court  
or of any District Court

**In a Commonwealth country**

- Judge
- Commissioner of Oaths
- Notary public
- Justice of the Peace
- Any person authorised by the law of that  
country to administer an oath there for the  
purpose of a judicial proceeding
- Commonwealth representative

**In a non-Commonwealth country**

- Commonwealth representative
- Judge
- Notary public

I (full name of member)

B L O C K L E T T E R S

of (address)

B L O C K L E T T E R S

B L O C K L E T T E R S

Occupation

B L O C K L E T T E R S

do solemnly and sincerely declare that all the information provided in or with this application is true and correct and that:

1. I acknowledge that the Privacy Act 1993 provides me with the right to request access to and/or correction of any of my personal information held by AMP (AMP in this context includes all the members of the AMP group of companies and their subsidiaries, associated companies and agents) or the The New Zealand Guardian Trust Company as the supervisor of the NZRT. I understand that the information supplied by me with this application will be used to process my application and to administer my membership of NZRT (and may be disclosed for these purposes to third parties where relevant, including my adviser, my employer, my employer’s adviser, or another intermediary or distributor). The information may also be used by AMP or third parties to offer me other products or services made available within the AMP group;
2. I have never made a withdrawal from NZRT for a first or second chance home withdrawal before.
3. I confirm the property I am purchasing is intended to be my principal place of residence within New Zealand;
4. I confirm, except where this application relates to a second chance home withdrawal, I have either not held an estate in land before, or any previous estate was or is held on the basis described in Rule 8(5) of the KiwiSaver scheme rules contained in schedule 1 of the KiwiSaver Act 2006;
5. I understand that should the information given be incomplete or incorrect, AMP will not be able to complete its assessment of the application for my first home or second chance home withdrawal without receiving the complete and correct information;
6. I understand that final approval of my application for a first home or a second chance home withdrawal is subject to AMP receiving:

- i. a solicitor’s trust account pre-printed bank deposit slip;
  - ii. a copy of the sale and purchase agreement, which clearly shows me as the purchaser;
  - iii. if the withdrawal is for purchasing an interest in a dwelling house on Maori land, evidence of my right to occupy the Maori land; and
  - iv. a letter of undertaking from my Solicitor in a form that is acceptable to AMP (the Solicitor’s Certificate);
7. I understand that this withdrawal is subject to:
    - i. the approval of AMP; and
    - ii. the terms and conditions of my employer plan and NZRT;
  8. I understand that my withdrawal value will be based upon the unit price(s) at the date my request is processed;
  9. I understand that if the settlement as per the attached sale and purchase agreement is not completed by the due date or any extended date, the funds will be repaid by my Solicitor to AMP as soon as practicable on my account with no deductions or disbursements;
  10. I confirm that I am not an undischarged bankrupt or incapable of managing my affairs and that I am properly entitled to any payment made pursuant to this withdrawal application and that no other person has any claim against it.

I agree that any Solicitor who has or will provide information about my first home or a second chance home withdrawal may be approached by AMP, and I hereby authorise such Solicitor to give such further information in relation to this purchase as requested by AMP. A photocopy of this authorisation shall be read as the original.

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

**Member’s signature**

SIGN HERE

Declared at

PLACE

**Before me, authorised person to take a statutory declaration (refer to the above list):**

Full name, title/office of person taking declaration

of city (where signing)

Occupation

I have sighted, **initialled and dated** today the original of each document listed in section (e), verifying the identity and address of the person named in section (a) of this form. I confirm that the documents attached to this statement are true copies of those documents and that the documents provided represent the identity of the person named in section (a) of this form.

Documents to be certified:  Identification (section e)  Proof of address (section e)

I am not related to and do not live at the same address as the person named in section (a) of this form.

**Signature of person authorised to take declaration**

SIGN HERE

Date

D D M M Y Y Y Y



### Solicitor's Certificate

This is the required format of your Solicitor's Certificate regarding your First Home or Second Chance Home withdrawal. It must be supplied word for word to meet the withdrawal requirements of the New Zealand Retirement Trust.

### DATE OF LETTER

New Zealand Retirement Trust (NZRT)  
Freeport 170  
PO Box 55  
Shortland Street  
Auckland

## Solicitor's Certificate

To: **AMP Wealth Management New Zealand Limited** as Manager of the NZRT (the **Scheme**)

Re: **MEMBER'S NAME** (the **Member**)

Reference: **MEMBER'S NZRT NUMBER**

I/We refer to the Member's application for a home purchase withdrawal from the Scheme (the **Application**), which relates to the intended purchase of **INSERT DETAILS OF PROPERTY** (the **Property**).

The date on which any deposit payment is due (if the sale is still conditional) is **INSERT DATE**

The currently anticipated settlement date for the purchase of the Property is **INSERT DATE**

### Documents

I/We enclose copies of the following:

1. the Agreement for Sale and Purchase of the Property with **INSERT NAME** (the **Vendor**) dated **INSERT DATE** (the **Agreement**);
2. our trust account's pre-printed bank deposit slip; and
3. if the withdrawal is for purchasing an interest in a dwelling house on Maori land, evidence of the Member's right to occupy the Maori land.

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

### Undertakings

I/We undertake to you that (please tick one of the options below):

**For unconditional sale and purchase agreement where NZRT savings are to be paid at 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/me 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 or disbursements.

**For conditional sale and purchase agreements where NZRT savings are to be used towards deposit payments (with any balance paid at settlement)**

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 Member 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 Deposit Funds while the Agreement is conditional, and

– to repay the Deposit 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.

DATE

NAME OF FIRM/COMPANY

NAME OF PRINCIPAL/PARTNER CERTIFYING

SIGNATURE

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