

**PROVINCE OF NEWFOUNDLAND & LABRADOR
ADDENDUM TO THE LOCKED-IN RETIREMENT ACCOUNT (LIRA)**

 Annuitant's Name (Please print)

 Social Insurance Number

 LIRA Account Number

Upon receipt of locked-in funds, the Trustee further agrees to, and the Annuitant acknowledges, the following:

1. **Definitions.** In this Addendum:

- (a) **Act** means the *Income Tax Act* (Canada), as amended from time to time;
- (b) **LIF** means a "LIF" or "life income fund" as defined in Pension Legislation;
- (c) **Life Annuity** means "life annuity contract", as defined in Pension Legislation that conforms with the Act and Pension Legislation and for greater certainty will not commence payment until the person who is to receive the benefit has reached the earlier of age 55 or the earliest date on which that person would have been entitled to receive a pension benefit under the RPP from which the money was transferred;
- (d) **LIRA** means a "LIRA" or "locked-in retirement account" as defined in Pension Legislation and, where those terms are not defined, means a registered retirement savings plan that satisfies the conditions under Pension Legislation for receiving funds that originate from an RPP;
- (e) **LRIF** means an "LRIF" or "locked-in retirement income fund" as defined in Pension Legislation;
- (f) **Pension Legislation** means the *Pension Benefits Act, 1997* (Newfoundland & Labrador) and its Regulations and Directives, governing locked-in funds transferred or to be transferred to the Plan directly or indirectly from an RPP;
- (g) **RPP** means a registered pension plan governed by Pension Legislation or established by other legislative authority;
- (h) **Spouse** means "principal beneficiary", as defined in Pension Legislation in the context of a LIRA, who will be either a "spouse" or "cohabiting partner" as those terms are defined in Pension Legislation; provided, however, it only includes a person recognized as a spouse or common-law partner for the purposes of the Act;
- (i) **Trustee** means Canadian Western Trust Company;
- (j) The terms "Annuitant" and "Plan" shall have the same meanings as are given to them in the Declaration of Trust; and
- (k) Words defined in Pension Legislation have the same meanings in this Addendum unless otherwise defined herein.

2. **Compliance.** If locked-in funds are transferred or will be transferred to the Plan, directly or indirectly, from an RPP, the additional provisions of this Addendum form part of the Declaration of Trust. In case of any inconsistency between this Addendum and the Declaration of Trust, this Addendum will apply. Where required by Pension Legislation, the Trustee has filed the Declaration of Trust (including this Addendum) with and caused it to be accepted by the appropriate pension authorities in Canada. The Trustee will comply with all relevant provisions of Pension Legislation.

Subject to paragraphs 5, 6, 9, 10 and 13 of this Addendum, all money, including all investment earnings, that is subject to any transfer to or from the Plan as defined by the Declaration of Trust, is to be used to provide or secure a pension that would, but for the transfer and previous transfers, if any, be required by the Act and the Pension Legislation.

If the commuted value of the locked-in funds transferred to the Plan was determined in a manner that did not differentiate on the basis of sex, any Life Annuity purchased with the funds shall not differentiate on the basis of the sex of the Annuitant.

3. **Transfers to the Plan.** Only property representing locked-in funds originating directly or indirectly from an RPP, a LIRA, a life annuity the capital of which originated from an RPP, or another source permitted by the Act and Pension Legislation from time to time, may be transferred to the Plan. The Trustee will not accept any transfers to the Plan from a source or in circumstances not permitted by Pension Legislation.
4. **Investments.** The investments held in the Plan must comply with the investment rules imposed by the Act for a registered retirement savings plan. The Plan may not, directly or indirectly, hold any mortgages where the mortgagor is the Annuitant, or the Spouse, parent, brother, sister or child of the Annuitant, or the spouse of a parent, brother, sister, or child of the Annuitant.
5. **Withdrawals.** Subject to paragraphs 6, 9, 10, 11 and 13 of this Addendum, no withdrawal, commutation or surrender of property is permitted except where:
 - (a) an amount is required to be paid to the Annuitant to reduce the amount of tax otherwise payable under Part X.1 of the Act in respect of this Plan; or
 - (b) as may be permitted by the Act and Pension Legislation from time to time. Any such payment may only be made after the Trustee receives a waiver from the Spouse in the form and manner required by Pension Legislation.

Any transaction that is contrary to this paragraph is void.

6. **Disability Payments.** The property of the Plan may be withdrawn as a lump sum payment or series of payments where the life expectancy of the Annuitant is likely to be shortened considerably due to mental or physical disability, as evidenced by the written opinion of a qualified medical practitioner. The payment or payments may only be made after the Trustee receives a waiver from the Spouse in the form and manner required by Pension Legislation.
7. **Payments after Marriage Breakdown.** The property of the Plan may be subject to division under family law and Pension Legislation. The Trustee will make a payment or payments out of the Plan to the extent and in the manner permitted or required by applicable law:
 - (a) to effect a division of property, provided the payment is made pursuant to a court order, marriage contract or separation agreement under applicable marital property legislation; or
 - (b) pursuant to an execution, seizure, attachment or other process of law in satisfaction of an order for support or maintenance.
8. **Beneficiary Designation.** The designation of a person other than the Annuitant's Spouse as the beneficiary of the Plan will not be valid if the Annuitant has a Spouse who is entitled to survivor benefits under the Plan because of Pension Legislation.

9. **Death of Annuitant.** Following the death of the Annuitant, the property of the Plan will be paid to the surviving Spouse of the Annuitant unless the surviving Spouse is not entitled to survivor benefits under Pension Legislation. If Pension Legislation permits or requires the surviving Spouse to receive a life annuity rather than a lump sum payment, the surviving Spouse may instruct the Trustee to transfer the property of the Plan to a LIRA, LIF, LRIF, or life annuity as permitted by Pension Legislation and paragraph 60(l) of the Act.

If there is no surviving Spouse or the surviving Spouse waives spousal entitlement in the form and manner required by Pension Legislation, the property of the Plan will be paid to the person designated as beneficiary of the Plan, or if no such person has been designated, to the legal representative of the deceased Annuitant's estate.

If the Annuitant is not the former member of the RPP from which the locked-in funds were transferred directly or indirectly to the Plan, the property of the Plan shall be paid to the person designated as beneficiary of the Plan, or if no such person has been designated, to the legal representative of the deceased Annuitant's estate.

10. **Transfers from the Plan.** Subject to any restrictions imposed by the Act, the property of the Plan may be transferred to the issuer of an RPP, LIRA, LIF, LRIF or life annuity. Before transferring property of the Plan, the Trustee will:

- (a) confirm that the transfer is permitted under Pension Legislation and the Act;
- (b) write to the issuer of the recipient plan to notify it of the locked-in status of the property being transferred and the pension legislation that governs the property;
- (c) not permit the transfer unless the issuer of the recipient plan agrees to administer the transferred property according to Pension Legislation;
- (d) confirm that the issuer of the recipient plan is on the list of financial institutions maintained by the Superintendent of Pensions of Newfoundland & Labrador; and
- (e) confirm that the recipient plan is on the list of LIRAs, LIFs or LRIFs, maintained by the Superintendent of Pensions of Newfoundland & Labrador.

If the Trustee does not comply with the above, and the issuer of the recipient plan fails to pay the money transferred in the form of a pension or in the manner required by Pension Legislation, the Trustee will provide or ensure the provision of the pension in a manner and in an amount that would have been provided had such property not been paid out.

Where property is being transferred to a LIF or an LRIF, the Annuitant's Spouse must provide a consent or waiver in the form and manner required by Pension Legislation.

The Trustee will make the transfer within 30 days of the later of the receipt from the Annuitant of the properly documented transfer request and the maturity of the investment to be transferred.

11. **Maturity.** On or before December 31 of the year in which the Annuitant reaches age 71 (or such other date or age specified by the Act for commencement of a retirement income), the property of the Plan must be used to purchase an immediate life annuity that conforms with subsection 146(1) of the Act and Pension Legislation. If the Annuitant fails to provide satisfactory written instructions to the Trustee, by December 31 of that year, for the purchase of the annuity, the Trustee shall transfer the property of the Plan into a life income fund opened and registered by the Trustee for such purpose in the name of the Annuitant. It is the sole responsibility of the Annuitant to ensure that any such property is a qualified investment for a LIF and to convert any unqualified investment into cash. Upon transfer of such property or cash to the LIF:

- (a) if the Annuitant has a Spouse, the Spouse will be the beneficiary upon the Annuitant's death; otherwise, the Annuitant shall be deemed not to have elected to designate any beneficiary upon death; and
- (b) the Annuitant shall be subject to all the terms and conditions of the immediate life annuity contract as stated in the documents pertaining thereto as if the Annuitant had at that time instructed the Trustee, to purchase the immediate life annuity and had signed the appropriate documents to effect such transfer, and had refrained from making the designation referred to herein.

12. **Life Annuity.** In addition to the rules imposed by the Act, a life annuity purchased with the property of the Plan must comply with Pension Legislation and must be established for the Annuitant's life. If the Annuitant has a Spouse on the date payments under the life annuity begin, the life annuity must be established for the lives jointly of the Annuitant and the Annuitant's Spouse, unless the Annuitant and/or the Spouse (as stipulated in Pension Legislation) has provided a waiver in the form and manner required by Pension Legislation. Where the surviving Spouse is entitled to payments under the life annuity after the Annuitant's death, those payments must be at least 60 percent of the amount to which the Annuitant was entitled prior to the Annuitant's death. The life annuity may not differentiate based on gender except to the extent permitted by Pension Legislation.

13. **Option to Withdraw Small Balances.** The Annuitant may apply to the Trustee for a lump sum payment equal to the value of the Plan if, on the date the Annuitant signs the application:

- (a) the value of all assets in all LIFs, LRIFs, and LIRAs owned by the Annuitant and governed by Pension Legislation is less than 10 percent of the year's maximum pensionable earnings under the Canada Pension Plan for that calendar year, or
- (b)
 - (i) the Annuitant has reached the earlier of age 55 or the earliest date on which the Annuitant would have been entitled to receive a pension benefit under the RPP from which the money was transferred, and
 - (ii) the value of the Annuitant's assets in all LIFs, LRIFs, and LIRAs governed by Pension Legislation is less than 40 percent of the year's maximum pensionable earnings under the Canada Pension Plan for that calendar year.

Such application by the Annuitant must be in the form and manner required by Pension Legislation, and, if the Annuitant has a Spouse on the date the Annuitant signs the application, must be accompanied by a waiver by the Spouse, in the form and manner required by Pension Legislation.

14. **Payments or Transfers Contrary to Pension Legislation.** If property is transferred or paid out of the Plan contrary to Pension Legislation, the Trustee will ensure that the Annuitant receives a life annuity in an amount and, if required by Pension Legislation, in a manner that would have been provided if the property had not been transferred or paid out of the Plan.

15. **Spousal Waiver.** The Annuitant's Spouse may waive the right to a life annuity as the surviving Spouse and may revoke the waiver. The Annuitant's Spouse must give the waiver before payments under the life annuity begin in the form and manner stipulated by Pension Legislation.

16. **Prohibition.** The property of the Plan may not be assigned, charged, alienated, anticipated or given as security or subjected to execution, seizure or attachment, except as permitted by Pension Legislation. A transaction that is contrary to this paragraph is void.

17. **Amendments.** From time to time, the Trustee may amend the Declaration of Trust (including this Addendum), if the amendment does not disqualify the Plan as a LIRA and if the amendment is filed with and approved by Canada Revenue Agency and applicable provincial authorities. The Trustee will provide the Annuitant with 90 days written notice (including notice of the Annuitant's entitlement to transfer the property out of the Plan) of any amendment that reduces benefits under the Plan. Such notice shall be sent by registered mail to the Annuitant's address as set out in the Trustee's records.

Signature of Annuitant

Date

Accepted by:
Canadian Western Trust Company
600 – 750 Cambie Street
Vancouver, BC V6B 0A2

Authorized Signature

<p><u>TO BE COMPLETED BY THE ANNUITANT:</u></p> <p>CURRENT SPOUSAL STATUS: (This data is necessary in order to complete prescribed government forms.)</p> <p><input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Common law <input type="checkbox"/> Divorced <input type="checkbox"/> Separated</p> <p>Spousal Information:</p> <p>Name: _____</p> <p>SIN: _____ Birth Date: _____</p>
