# *Declaration Of Transfer To A Locked-In Retirement Account*

Plan Name: BROCK UNIVERSITY PENSION PLAN

Provincial Registration Number: 0327767

Name of Applicant: _____

ID Number: _____

Locked-In Retirement Account No: _____

Application having been received for a Locked in Retirement Account, for funds in the amount of $_____ (plus or minus investment returns, if any) being transferred on a locked-in basis from a Registered Pension Plan governed by the **Ontario Pension Benefits Act** and Regulations (the "Act"), the following conditions shall form part of the contract between

_____ _____

*The "Applicant"* *The "Carrier"*

which establishes the said locked in Retirement Account.

(a) No money transferred, including all investment earnings, will be withdrawn except:

(i) prior to maturity, to transfer the money to the pension fund of a registered pension plan;

(ii) prior to maturity, to transfer the money to another registered retirement savings plan that meets the requirements of the Act;

(iii) to purchase an immediate or deferred life annuity provided by a person authorized under the laws of Canada or a province to sell annuities under an insurance contract that meets the requirements of the Act, provided the annuity does not commence on a date earlier than ten years prior to the normal retirement age under the **Canada Pension Plan** or **the Quebec Pension Plan**; or

(iv) prior to maturity, to transfer the money to a life income fund that meets the requirements of the Act.

(b) No money transferred, including interest, will be assigned, charged, anticipated or given as security except as permitted by subsection 65(3) of the Act.

(c) Any transaction purporting to assign, charge, anticipate or give as security money transferred, except as permitted by subsection 65(3) of the Act, is void.

(d) Except as permitted in section 49 of the Act, no money transferred, including interest, will be commuted or surrendered during the lifetime of the Applicant.

(e) Any transaction that contravenes clause (d) is void.

(f) The Carrier will not permit any subsequent transfer except:

(i) where the transfer is permitted under the Act; and
(ii) the subsequent Carrier agrees to administer the amount transferred as a pension or deferred pension or a life income fund in accordance with the Act.

(g) The Carrier will advise in writing any subsequent Carrier that the amount transferred must be administered as a pension or deferred pension or a life income fund under the Act.

(h) On the death of the Applicant of the Locked in Retirement Account, the Carrier will administer the money in accordance with Section 48 of the Act.

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| *Signature of Officer of Carrier* | *Name of Officer of Carrier (Please Print)* |

*Address of the Carrier*

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|---|---|
| *Signature of Applicant* | *Date* |

***Declaration By Applicant***

I waive the right to demand any amendment to my Locked in Retirement Account, which would disqualify it for the purpose of registration under the Income Tax Act of Canada.

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| *Signature of Applicant* | *Date* |

***Statement Of The Plan Administrator***

The commuted value of the pension benefit which is the subject of the transfer specified above was determined on a basis which did not differentiate on the basis of sex.

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| *Signature of Plan Administrator Representative* | *Date* |

*Name (Please Print)*

Note:
***Unless this form is fully completed, no transfer of funds will occur.***