

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

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Plan Name: BROCK UNIVERSITY PENSION PLAN

Provincial Registration Number: 0327767

Name of Applicant:

ID Number:

Locked-In Retirement Account No:

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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

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*The "Applicant"*

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- (a) No money transferred, including all investment earnings, will be withdrawn except: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

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*Name of Officer of Carrier  
(Please Print)*

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*Address of the Carrier*

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*Signature of Applicant*

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*Date*

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***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*

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*Date*

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***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*

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*Date*

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*Name (Please Print)*

Note:

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