

This sample addendum has been developed to facilitate the submission of the addendum to be filed with the Commission. Financial institutions may wish to refer to this addendum in preparing their standard addendum. However, institutions are advised to review the applicable provisions of the regulations when preparing a new or amended addendum for submission.

**SAMPLE ADDENDUM TO AN RRSP CONTRACT
FOR LOCKED-IN TRANSFERS TO A LIRA
(LOCKED-IN RETIREMENT ACCOUNT)
MANITOBA**

Upon receipt of a pension benefit credit that shall be administered as a deferred life annuity under the Act, the financial institution agrees to the following:

Reg. 18.1(15)(b)	1. For the purposes of this Addendum, the word “Act” means The Pension Benefits Act, C.C.S.M. c. P32 and the word “Regulation” means Manitoba Regulation 188/87R, as amended, being The Pension Benefits Regulation under the Act.
Reg. 18.1(15)(b)	2. For the purposes of this Addendum, the words “approved”, “contract”, “financial institution”, “fund”, “LIRA”, “LIF”, “LRIF”, “life annuity contract”, “spouse”, and “transfer” have the same meanings as are respectively given to these words in sections 1, and 18.1 of the Regulation, and the words “pension benefit credit”, “common-law partner” and “pension plan” shall have the same meaning as given to these words in section 1(1) of the Act.
Reg. 18.1(15)(b)	3. Despite anything to the contrary contained in this contract, including any endorsement or declaration of trust forming a part thereof, “spouse” or “common-law partner” does not include any person not recognized as a spouse or common-law partner for the purposes of any provisions of the <i>Income Tax Act</i> (Canada) respecting Registered Retirement Savings Plans.
Reg. 18.1(15)(d)	4. In accordance with subsection 21(18) of the Act, this contract does not provide for or permit (i) different pensions, annuities or benefits, or (ii) different options as to pensions annuities or benefits, based on differences in sex
Reg. 18.1(15)(g)	5. Where a member dies, the member's pension benefit credit shall be paid (i) where the surviving spouse or common-law partner of the member has not received or is not entitled to receive a transfer under subsection 31(2) of the Act, to that surviving spouse or partner, and (ii) where there is no surviving spouse or partner, to the designated beneficiary or the estate of the member.
Reg. 18.1(15)(e)	6. The pension to be provided to a member with a spouse or common-law partner shall, at the time the pension payments begin, be a joint pension in accordance with sections 23 and 24 of the Act unless waived by the spouse or partner and the member in the form and manner prescribed.
Reg. 18.1(15)(h)	7. Where the surviving spouse or common-law partner is entitled to receive the pension benefit credit under paragraph 5 of this Addendum, the monies will be used to provide a pension for the surviving spouse or partner and shall be transferred to

	<ul style="list-style-type: none"> (i) a LIRA, (ii) a LIF, (iii) a LRIF, (iv) a Pension plan, if the administrator agrees to administer the locked-in funds in accordance with the legislation <p>or shall be used to purchase a life annuity contract as stipulated in paragraph 60(l) (ii) of the <i>Income Tax Act</i> (Canada) for the surviving spouse or common-law partner.</p>
Reg. 18.1(15)(i)	8. Upon break-up of the marriage or common-law relationship, the pension benefit credit of a member or former member shall be divided between the spouses or common-law partners in accordance with subsection 31(2) of the Act.
Reg. 18.1(15)(m)	9. Subject to paragraph 10 of this Addendum, the fund which also consists of investment earnings will be administered as a deferred life annuity under the Act.
Reg. 18.1(15)(j) 18.1(15)(k)	10. No transfer of a pension benefit credit is permitted except in order to <ul style="list-style-type: none"> (i) transfer to another financial institution's approved LIRA, LIF or LRIF, (ii) purchase a life annuity contract, in accordance with the <i>Income Tax Act</i> (Canada), (iii) transfer to another pension plan in which the owner is a member, if that is permitted by the terms of that other pension plan, and if the administrator, insurer or trustee of the plan agrees to administer the pension benefit credit as a deferred life annuity under the Act, (iv) comply with subsection 31(2) of the Act, <p>that, subject to paragraph 12 of this Addendum, no withdrawal, commutation or surrender of the pension benefit credit shall be permitted except where an amount is required to be paid to the owner to reduce the amount of tax otherwise payable under the <i>Income Tax Act</i> (Canada) or payable to the owner in accordance with sections 18.2 or 18.4.</p>
Reg. 18.1(15)(c)	11. Subject to paragraph 8 of this Addendum and sections 14.1 to 14.3 of <i>The Garnishment Act</i> , C.C.S.M. c. G20, the pension benefit credit may not be assigned, charged, anticipated or given as security, and any transaction purporting to do so is void and is exempt from execution, seizure or attachment.
Reg. 18.1(16)	12. Despite any provision to the contrary contained in this Addendum, where, as evidenced by the written opinion of a qualified medical practitioner, the life expectancy of the owner is likely to be shortened considerably due to a mental or physical disability, withdrawal of a pension credit as a payment or series of payments for the purposes of subsection 21(6) of the Act may be made by the owner, provided that if the owner is a member or former member, the joint pension referred to in paragraph 6 is waived by the spouse or common-law partner and the member in the form and manner prescribed. [Note: This is an optional provision; however it is highly recommended that it be included as part of the LIRA.]
Reg. 18.1(15)(p)	13. The pension benefit credit will be invested in a manner that complies with the rules for the investment of Registered Retirement Savings Plans as provided for in the <i>Income Tax Act</i> (Canada), and will not be invested, directly or indirectly, in any mortgage in respect of which the mortgagor is <ul style="list-style-type: none"> (i) the owner of the LIRA (ii) the spouse, common-law partner, parent, brother, sister or child of the owner of the LIRA, or

	(iii) the spouse or common-law partner of a parent, brother, sister or child of the owner of the LIRA.
Reg. 18.1(15)(l)	14. If the pension benefit credit is paid out contrary to the Act or section 18.1, the financial institution shall provide or ensure the provision of a pension benefit credit equal in value to the pension benefit credit that was paid out.
Reg. 18.1(15)(n)	15. The financial institution making a transfer must ensure that the name of any transferee financial institution is on the Superintendent of Pension's (Manitoba) list of financial institutions for the LIRA, LIF and LRIF.
Reg. 18.1(15)(n)	16. The financial institution making a transfer must ensure that the transfer is to an approved form of contract, the transferee financial institution is advised in writing that the transferred pension benefit credit must be administered as a deferred life annuity under the Act, and the transferee financial institution accepts and is bound by all of the terms and conditions of section 18.1 of the Regulation by which the transferor is bound.
Reg. 18.1(15)(o)	17. If the transferring financial institution does not comply with paragraphs 15 and 16 of this Addendum and the transferee financial institution fails to administer the transferred pension benefit credit as a deferred life annuity under the Act or in a manner required by the contract to which it is transferred, the financial institution making the transfer will provide or ensure the provision of a pension benefit credit referred to in paragraph 14 of this Addendum.
Reg. 18.1(7)	18. The financial institution may amend this Addendum, by advance written notice to the owner, only to the extent that it remains in conformity with the Addendum approved by the Superintendent under subsection 18.1(7) of the Regulation
Reg. 18.1(15)(q)	19. Monies which are not required to be administered as a deferred life annuity will not be transferred to or held under the contract unless the pension benefit credit is held in a separate account that contains only the pension benefit credit.

By execution of this Addendum, the financial institution hereby undertakes to administer the transferred funds and all subsequent earnings on these funds in accordance with the provisions of this Addendum.

By execution of this Addendum, the owner hereby agrees to abide by the provisions stated in this Addendum.

NAME AND ADDRESS OF THE FINANCIAL INSTITUTION:

Authorized Person:

Owner:

(Rev 01/03)