

# The Canada RSP

## DECLARATION OF TRUST

In this declaration of trust:

- *your* plan means The Canada RSP that you own
- *you* means the person named on this application as the owner of the plan. The owner is the annuitant of the plan as defined in subsection 146(1) of the Act
- *the Trustee* means The Canada Trust Company and its successor
- *the Act* means the *Income Tax Act* (Canada)
- *applicable laws* means the Act and any provincial income tax legislation that applies to your plan
- *investment* means any Government of Canada investment product eligible to be held in your plan
- *spouse* means the individual recognized as the spouse under the *Income Tax Act* and shall include common-law partner as defined in the Act.

### About this declaration of trust

The Trustee agrees to act as the trustee for your plan under the terms described below.

### What the Trustee will do under your plan

The Trustee will apply for registration of your plan as a Registered Retirement Savings Plan (RRSP) under the Act. Your plan and this declaration of trust are governed by the Act and any provincial laws that may apply. The Trustee will comply with all applicable laws.

### The Trustee's responsibilities

You authorize the Trustee to appoint an agent to provide such services and assistance as the Trustee requires. The Trustee is ultimately responsible for the administration of your plan. However, they will not be liable for anything they do or fail to do unless it is the result of their own gross negligence, willful misconduct, or acting in bad faith. In the case of any liability connected to your plan, your recourse is limited to the investments in your plan. The Trustee is not liable if any of the investments in your plan are not qualified or become unqualified for an RRSP under the applicable laws.

Except as permitted under paragraph 146(2)(c.4) of the Act, the Trustee will not extend to you or any person with whom you deal at non-arm's length any advantage or loan that is conditional in any way on the existence of your plan.

### Your plan

The Trustee will open and maintain a plan in your name. You certify that your date of birth on the application is accurate. The Trustee agrees to hold on deposit any cash and investments you contribute or transfer to your plan, as well as any interest your plan earns.

The Trustee will send you any documentation required under applicable laws. At least once a year, they will send you a statement showing the investments in your plan.

### Investments

The Trustee will invest in the investments as you directed. If this is not possible, the Trustee will invest in the investments that are, in their sole discretion, most similar to the ones you directed. If necessary, they may hold your contributions and transfers to your plan in a non-interest bearing trust account until the transaction is completed.

The Trustee will give you notice when any investments in your plan are to mature. They will automatically reinvest the proceeds in the next available investment, unless you give them written instructions on or before such maturity. If more than one type of investment is available, they will reinvest the proceeds in the investment that is, in their sole discretion, most similar to the one that matured.

### Taxes

The Trustee will pay out of your plan any taxes or other assessments that may be due under any applicable laws. When you make a withdrawal from your plan, they may withhold any taxes, penalties, or assessments that you owe. They will also withhold additional income tax if you tell them in writing. Any withdrawals from your plan are subject to income tax in the year they are withdrawn.

If you ask the Trustee in writing, they will redeem some of the investments in your plan and pay the taxpayer the amount of money to reduce the amount of tax which would otherwise have to be paid under Part X.1 of the Act. This section of the Act covers what happens if contributions exceed the amount allowed by law to RRSPs.

### Changes to your plan

The Trustee can make changes to your plan or this declaration of trust if they get the consent of the Minister of National Revenue and, if required, any provincial tax authorities who have jurisdiction. They will give you at least 30 days prior written notice, unless such changes are necessary for your plan to be in compliance with the applicable laws. They will not make any changes to your plan if the changes would disqualify it as an RRSP.

### What you can do under your plan

#### Contributions and transfers to your plan

You may contribute or transfer cash or investments to your plan until the date your plan matures. You are responsible for making sure that your contributions are not more than the maximum amount you are allowed to contribute.

#### Withdrawals and transfers out of your plan

Subject to the terms and conditions of your investments, you may withdraw all or part of the cash and investments in your plan or transfer them to another registered plan. The Trustee may only make payments or transfers that are allowed under the applicable laws. Withdrawals may be done by telephone or in writing. You must give them verbal or written instructions and any other documents they may require. If you do not tell them which investments you would like to cash or transfer, they will choose, in their sole discretion, the appropriate investments.

You may also tell the Trustee in writing to transfer all or part of the investments in your plan to a RRIF or RRSP of your spouse or former spouse if the investments have been awarded as part of a division of property between the two of you arising out of marriage or relationship breakdown. In this case, you must give the Trustee details of the division of property by providing a written separation agreement or a decree, order or judgement from a court with the proper authority.

The Trustee will process your requests in a timely manner. No interest is paid on any amounts you withdraw from your plan after the date that the Trustee processes the withdrawal request.

### What happens when your plan matures

Your plan automatically matures on the last business day of the year in which you reach age 71, unless a different age is specified in the applicable laws. You may transfer your plan to a retirement income plan allowed under the Act, such as a Registered Retirement Income Fund (RRIF), purchase an annuity, which will result in payments that are equal and at least annual, or cash out your plan and pay taxes on the proceeds, any time up to the maturity date of the plan by giving the Trustee reasonable notice in writing. If you choose to convert your plan to a retirement income plan, the company you choose must be authorized to issue retirement income plans under the Act.

The Trustee will send you a plan maturity notice at least 90 days prior to maturity. If you do not give them your instructions by the maturity date, they will do one of the following:

- if the value of your plan is less than \$500, they will deduct any taxes and pay you the balance of your plan, or
- if the value of your plan is \$500 or more, they will convert your plan to The Canada RIF and pay you a retirement income on an annual basis starting in December of the year after your plan matures.

You may receive retirement income in any form that is permitted by the Act, subject to the following:

- you and, where applicable, your spouse agree to give the Trustee any proof of age and any other information they may require to pay you a retirement income
- you will only receive your retirement income until all the money has been paid
- you cannot assign all or part of your retirement income to someone else
- if you elected for the continuation of retirement income after your death, the aggregate annual amount of retirement income payable for any calendar year after your death shall not exceed the aggregate amount of retirement income payable for any calendar year before your death
- your retirement income shall be commuted to the extent that it becomes payable to a person other than you or your spouse.

### What happens if you die

If you die before your plan matures, the Trustee will pay the balance of your plan to your beneficiary, if there is one, or to your estate. Once they receive proof of your death and any other documents they may require, they will redeem the investments in your plan, deduct any taxes, and pay the balance in a lump sum.

When allowed by applicable laws and by telling the Trustee in writing, you may:

- name a beneficiary to receive the value of your plan, and
- change your beneficiary at any time.

### What happens if the Trustee stops acting as trustee

If the Trustee merges with another corporation or another corporation acquires most or all of their trust business, that corporation will automatically become the new trustee as long as your plan continues to qualify as an RRSP.

If the Trustee resigns or is replaced as trustee, a new trustee may be appointed by the Bank of Canada and the Trustee will deliver the investments held in your plan and your records to the new trustee.

### Giving notices

You may send any instructions to the Trustee in writing by delivering or mailing them to their head office. Your notice of the instructions will be deemed to be delivered on the day the Trustee receives it.

The Trustee will send any notices to you at the address on this application or the most recent address shown in their records. Their notice will be deemed to be delivered on the day they mail it.

### Privacy

The Trustee will collect, use and disclose personal information to establish and service your fund, as required or permitted by law and as disclosed in the Trustee's privacy policy. The Trustee may, from time to time, disclose or transfer personal information given to it by you. By applying for your plan, you are consenting to these collections, uses and disclosures. The Trustee's privacy policy is available on request from any of the Trustee's offices.