Desjardins Insurance
Life • Health• Retirement

Locked-In Retirement Account (LIRA) Endorsement

The provisions of this Locked-In Retirement Account Endorsement (the "LIRA") shall form part of the Contract between **Desjardins Financial Security Life Assurance Company** (the Company) and the Owner (as defined in the Contract), to which pension benefits regulated under the hereinafter-defined acts are transferred.

Definitions

1. For the purposes of this LIRA, "Act" means the *Pension Benefits Standards Act, 1985* (Canada); or the *Pension Benefits Act* (New Brunswick); or the *Pension Benefits Act, 1997* (Newfoundland and Labrador); or the *Pension Benefits Act* (Ontario); or the *Supplemental Pension Plans Act* (Québec); or the *Pension Benefits Act, 1992* (Saskatchewan) and "Regulation" means the Regulation made under the Act.
2. The relevant definitions set out in the appropriate sections of the Act and Regulation are incorporated into and form part of this LIRA and the definitions have the meaning as per the applicable Act and Regulation. For Contracts that are regulated by the *Pension Benefits Standards Act, 1985* (Canada), all provisions related to the LIRA apply to the locked-in registered retirement savings plan (locked-in RRSP) and restricted locked-in savings plan (RLSP) except where indicated.
3. Notwithstanding anything to the contrary contained in this LIRA, including any endorsements forming a part thereof, "spouse", "pension partner", "cohabiting partner", "civil union partner", "principal beneficiary" or "common-law partner" do not include any person who is not recognized as a spouse or common-law partner for the purposes of any provision of the *Income Tax Act* (Canada) respecting a registered retirement savings plan (RRSP). Where permitted by law or the applicable regulation, the rights of the pension partner, cohabiting partner, civil union partner, principal beneficiary or common-law partner shall be deemed to be the same as the rights of the spouse.

Pension

4. Subject to the section entitled **"Withdrawal"** of this LIRA, all money in this Contract including all investment earnings, that is subject to any transfer is to be used to provide or secure a pension that would, but for the transfer and previous transfers, if any, be required or permitted by the applicable Act and Regulation.
5. (1) If money from this LIRA is paid out contrary to the applicable Act or Regulation, the Company will provide to the Owner or ensure the provision of a pension in a manner and in the amount that would have been provided had the money not been paid out.
   (2) For money regulated under the *Supplemental Pension Plans Act* (Québec), if the money paid to the Owner is not in accordance with the Contract or the Regulation, the Owner, unless the payment is attributable to a false statement made by the Owner, may require the Company to pay the Owner, as a penalty, a sum equal to the irregular payment.
6. The pension to be provided to the Owner, other than a non-spouse Owner, with a spouse, pension partner, cohabiting partner, civil union partner, principal beneficiary, or common-law partner at the date when the Owner commences the pension is to be such joint life pension as would, if the Owner were a former member, be in compliance with the applicable Act and Regulation, unless the spouse, pension partner, cohabiting partner, civil union partner, principal beneficiary or common-law partner waives the entitlement in the form and manner prescribed in the Regulation.
7. Unless permitted in the applicable Act or Regulation, the Company shall not provide for or permit different pensions, annuities or benefits, or different options as to pensions, annuities or benefits based on differences in sex.

Investments

8. The Owner's investment options are described in the Contract.
9. The money in this LIRA will be invested in a manner that complies with the rules for the investment of RRSP money contained in the *Income Tax Act* (Canada) and the regulations thereunder and will not be invested, directly or indirectly, in any mortgage in respect of which the mortgagor is the Owner or the parent, brother, sister or child of the Owner, the spouse, pension partner, cohabiting partner, civil union partner, principal beneficiary, or common-law partner of any such person.
10. Where this LIRA holds identifiable and transferable securities, the transfer referred to in section entitled **"Transfers"** of this LIRA may, at the option of the Company and with the consent of the Owner, be effected by remittance of the investment securities of this LIRA.

Assignment

11. Except as permitted by the Act and Regulation, the money in this LIRA may not be assigned, charged, alienated, anticipated or given as security and subject to the provisions of the appropriate provincial legislation governing family and marital benefits, is exempt from execution, seizure or attachment, and any transaction purporting to assign, charge, alienate, anticipate or give as security the money is void.

Withdrawal

12. (1) Where required by the applicable Act and Regulation, the non-member spouse, pension partner, cohabiting partner, civil union partner, principal beneficiary or common-law partner must consent to the payment of any monies from the Contract, prior to such payment, in the form and manner prescribed by the Superintendent.
    (2) Subject to the present section, no withdrawal, commutation or surrender of money is permitted except where an amount is required to be paid to the Owner to reduce the amount of tax otherwise payable under Part X.1 of the *Income Tax Act* (Canada).
13. (1) For Contracts that are regulated by the *Pension Benefits Standards Act, 1985* (Canada), the LIRA may be paid to the Owner in a lump sum if a physician certifies that owing to a mental or physical disability the life expectancy of the Owner is likely to be shortened considerably.
    (2) For Contracts that are regulated by the *Pension Benefits Act* (New Brunswick), the Owner may withdraw the balance of the money in the LIRA, in whole or in part, and receive a payment or series of payments if a physician certifies that the Owner suffers from a significant physical or mental disability that considerably reduces the Owner's life expectancy.
    (3) For Contracts that are regulated by the *Pension Benefits Act, 1997* (Newfoundland and Labrador), the Owner may withdraw a lump sum or a series of payments if a medical practitioner certifies that due to mental or physical disability the life expectancy of the Owner is likely to be shortened considerably.
    (4) For Contracts that are regulated by the *Pension Benefits Act* (Ontario), the Owner may withdraw all or part of the money in the LIRA if in the opinion of physician who is licensed to practise medicine in a jurisdiction of Canada, the Owner as an illness or physical disability this is likely to shorten his or her life expectancy to less than two years.
    (5) For Contracts that are regulated by the *Supplemental Pension Plans Act* (Québec), the Owner may withdraw all or a part of the balance of the LIRA and receive a payment or a series of payments where a physician certifies that the Owner physical or mental disability reduces the Owner's life expectancy.
    (6) For Contracts that are regulated by the *Pension Benefits Act, 1992* (Saskatchewan), the Owner may withdraw a lump sum or series of payments if a physician certifies that due to mental or physical disability the Owner's life expectancy is shortened considerably.
    (7) Where required by the applicable Regulation, the payment or payments may only be made if the spouse, pension partner, cohabiting partner, civil union partner, principal beneficiary or common-law partner of the Owner has waived the entitlement to the joint life pension described in the Act, in the form and manner prescribed in the Regulation.
14. (1) For Contracts that are regulated by the *Supplemental Pension Plans Act* (Québec), or the *Pension Benefits Act* (Ontario), a lump sum withdrawal may be made if the Owner applies to the Company with written evidence that the Canada Revenue Agency has confirmed that he or she has become a non-resident for the purposes of the *Income Tax Act* (Canada) and, where that Owner is a living non-spouse Owner with a spouse, civil union partner or common-law partner, if that spouse, civil union partner or common-law partner has waived all entitlements under the Contract in the form and manner prescribed in the Regulation. The Owner must provide proof that he or she has been non-resident for a minimum of two consecutive years.

Desjardins Insurance refers to Desjardins Financial Security Life Assurance Company.

(2) For Contracts that are regulated by the *Pension Benefits Act* (New Brunswick), a lump sum withdrawal may be made if the Owner and his/her spouse or common-law partner, if any, applies to the Company with written evidence that he or she is not a Canadian Citizen and is not a resident of Canada for the purposes of the *Income Tax Act* (Canada) and, where that Owner is a living non-spouse Owner with a spouse or common-law partner and if that spouse or common-law partner has waived all entitlements under the Contract in the form and manner prescribed in the Regulation.

(3) For Contracts that are regulated by the *Pension Benefits Standards Act, 1985* (Canada), a lump sum withdrawal may be made when the Owner has ceased to be a resident of Canada for at least two calendar years. The withdrawal request must be made by the Owner to the Company accompanied by evidence that the Owner has become a non-resident as defined under the Regulation.

(4) For Contracts that are regulated by the *Pension Benefits Act, 1992* (Saskatchewan), a lump sum withdrawal may be made if:

i) the Owner is a non-resident of Canada as determined for the purposes of the *Income Tax Act* (Canada);

ii) the Owner applies to the Company with written evidence that the Canada Revenue Agency has confirmed that he or she has become a non-resident for the purposes of the *Income Tax Act* (Canada);

iii) the Owner has not resided in Canada for at least two consecutive years;

iv) the Owner completes and files a Certificate of Non-Residency (prescribed Form 4) with the Company; and

v) he or she has a spouse, the Owner obtains the Spouse's Consent to Withdraw and Waiver of Entitlements Under a Pension Plan or a LIRA Contract for Non-Residency Status (prescribed Form 5) and provides a completed copy to the Company.

(5) For Contracts that are regulated by the *Pension Benefits Act, 1997* (Newfoundland and Labrador), a lump sum withdrawal equal to the value of the Contract where the Owner provides the Company with:

a) a statutory declaration in accordance with the *Evidence Act* (Newfoundland and Labrador) confirming they have resided outside Canada for at least 2 consecutive calendar years and are residing outside of Canada on the date of signing the declaration; and

b) where the Owner is a former member of a pension plan, the written consent of the principal beneficiary of the former member, if any, in the form and manner required by the Superintendent.

15. (1) For Contracts that are regulated by the *Pension Benefits Act* (New Brunswick), a lump sum payment equal to the value of the entire Contract may be made on application by the Owner to the Company at any time if the commuted value of the Contract, is less than 40% of the YMPE for the year in which the application is made, the Owner is no more than the age of sixty-five and where that Owner is a living non-spouse Owner with a spouse or common-law partner, if that spouse or common-law partner has waived all entitlements under the Contract in the form and manner prescribed in the Regulation.

(2) For Contracts regulated under the *Supplemental Pension Plans Act* (Québec), a lump sum payment equal to the value of the entire Contract may be made on application by the Owner to the Company if:

a) the Owner has attained the age of 65 years at the end of the preceding fiscal year and,

b) the application is accompanied by a completed declaration in the form set out in the Regulation, and

c) the value of this Contract and of other applicable plans and contracts belonging to the Owner does not exceed 40% of the YMPE for the year in which the application is made.

(3) For Contracts that are regulated by the *Pension Benefits Act, 1997* (Newfoundland and Labrador), a lump sum payment may be made from the Contract to the Company if, at the time that the Owner signs the application, the following conditions are met,

a) either:

i. the value of all assets in all LIRAs, LIFs and LRIFs which are held by the Owner and subject to the Act owned by him or her and governed by the Act is less than 10% of the YMPE under the Canada Pension Plan ("CPP") for that the calendar year in which the application is made; or

ii. where the Owner has reached the earlier of age 55 or the earliest date on which the member or former member would have been entitled to receive a pension benefit under the pension plan from which money was transferred, the value of all the assets in all LIRAs, LIFs and LRIFs which are held by the Owner and subject to the Act is less than 40% of the YMPE under the CPP for that the calendar year in which the application is made;

and

b) within the same calendar year, the Owner has not made a withdrawal due to financial hardship from the LIRA under Section 16 (3) of this LIRA or, where part of the LIRA corresponds to amounts transferred directly or indirectly from another LIRA, LIF, or LRIF, the Owner has not made a withdrawal under section 16 (3) of this LIRA from the original retirement savings arrangement.

The withdrawal in (i) or (ii) above is made in the form prescribed by the Superintendent and is accompanied by a waiver by the principal beneficiary of the former member of a pension plan of the joint and survivor pension entitlement, in the form and manner required in the Regulation.

(4) For Contracts that are regulated by the *Pension Benefits Act* (Ontario), the Owner may withdraw all the money in the Contract if, when he or she signs the application, he or she is at least 55 years of age; and the value of all assets in all LIFs, LRIFs, and LIRAs owned by him or her is less than 40% of the YMPE for that calendar year. The application must be signed by the spouse or common-law partner of the Owner.

(5) For Contracts that are regulated by the *Pension Benefits Act, 1992* (Saskatchewan), a lump sum payment equal to the value of the entire Contract may be made on application by the Owner to the Company at any time if the total value of locked-in money from all sources does not exceed 20% of the YMPE.

(6) For Contracts which are regulated by paragraph 20.2(1)(d) of the Regulation under the *Pension Benefits Standards Act, 1985* (Canada), a lump sum payment may be paid to the Owner of a RLSP if the Owner reaches 55 years of age or in any subsequent calendar year, and the Owner certifies that the total value of all assets in all locked-in RRSPs, LIFs, RLSPs and RLIFs that were created as a result of the transfer of pension credits under section 26 of the Act, or a transfer from a pooled registered pension plan, or a transfer authorized by the Regulation, is less than or equal to 50% of the YMPE. The withdrawal request must be made by the Owner to the Company in the form and manner prescribed under the Regulation. The consent of the Owner's spouse must be obtained according to the prescribed form, if applicable.

(7) For Contracts which are regulated by paragraph 20(1)(d) of the Regulation under the *Pension Benefits Standards Act, 1985* (Canada), a lump sum payment may be paid to the Owner of a locked-in RRSP if the Owner reaches 55 years of age or in any subsequent calendar year, and the Owner certifies that the total value of all assets in all locked-in RRSPs, LIFs, RLSPs and RLIFs that were created as a result of the transfer of pension credits under section 26 of the Act, or a transfer from a pooled registered pension plan, or a transfer authorized by the Regulation, is less than or equal to 50% of the YMPE. The withdrawal request must be made by the Owner to the Company in the form and manner prescribed under the Regulation. The consent of the Owner's spouse must be obtained according to the prescribed form, if applicable.

16. (1) For Contracts that are regulated by the *Pension Benefits Act* (Ontario), a lump sum payment, or series of payments, will be made to the Owner where the Owner applies to the Company, in the manner prescribed by the Regulation, for a release of all or part of the funds in this Contract due to financial hardship based on whether the specific qualifications are met and the Company consents to the release of the funds.

(2) For Contracts that are regulated, and subject to the requirements of paragraph 20(1)(d) or 20.2(1)(e), as applicable, and paragraph 20(1.1) of the Regulation under the *Pension Benefits Standards Act, 1985* (Canada), a lump sum payment, or a series of payments, will be made to the Owner where the Owner applies to the Company for a release of all or part of the funds in this Contract when facing financial hardship due to low income or expenditures on medical or disability-related treatment or adaptive technology. The withdrawal request must be made by the Owner to the Company in the form and manner prescribed under the Regulation.

(3) For Contracts that are regulated under the *Pension Benefits Act, 1997* (Newfoundland and Labrador), the Owner may, due to financial hardship arising from low income, or expenses relating to the payment of medical expenses, or expenses related to the costs of equipment or treatment from a disability, or for a risk of foreclosure due to the inability to make monthly mortgage payments, or a risk of foreclosure due to the inability to make rent payments or inability to pay the first month's rent or security deposit to rent a residence, make a withdrawal not exceeding the amount provided by the Act. The amount to be withdrawn must include applicable taxes to be withheld by the Company.

The Owner's application for a withdrawal due to financial hardship must be made directly to the Company. The Owner can only submit one request per calendar year per situation of financial hardship. A withdrawal request must be made on a form approved by the Superintendent and must include any supporting documentation required by the Regulation, which is specified on the form. If the Owner is a former member of a pension plan, the request must be accompanied by the written consent of the principal beneficiary of the former member, if applicable, in the form and manner required by the Superintendent.

(4) For Contracts that are regulated under the *Pension Benefits Act, 1992* (Saskatchewan), the Owner may, on application, withdraw all or part of the locked-in amount when facing financial hardship due to whether low expected income, medical expenses, rent arrears on principal residence while facing eviction, mortgage default on a principal residence while facing eviction, payment of the first month's rent, security deposit or pet damage deposit required to secure principal residence, all of the above subject to and in accordance with the sections 29.01 to 29.06 of the Regulation.

The withdrawal must not exceed the amount provided by the Regulation. The Owner can only submit one application during any calendar year for each situation of financial hardship. A withdrawal request must be made in the form and manner required by the Superintendent.

17. If the Owner has not provided the Company with the necessary documentation to start a pension, the Company will, before the end of the calendar year in which the Owner attains the age of 71 years:
    - i) purchase an immediate life annuity contract for the Owner; or
    - ii) provide for a pension in compliance with the applicable Act and Regulation.

Transfers

18. No transfer of money from this Contract is permitted except:
    - i) to another LIRA;
    - ii) to purchase a life annuity contract, in accordance with subparagraph 60(l)(ii) of the *Income Tax Act* (Canada) and that meets the requirements of the applicable Regulation;
    - iii) to transfer the money to a pension plan on the conditions referred to in the Act; or
    - iv) to transfer the money to an acknowledged Life Income Fund (LIF) or (where applicable) Locked-in Retirement Income Fund (LRIF), on the relevant conditions specified in the Regulation.

19. (1) For money regulated under the *Pension Benefits Act, 1992* (Saskatchewan), no transfer of money is permitted except,
    - i) to another locked-in retirement account contract;
    - ii) to purchase a life annuity contract that meets the requirements of the *Income Tax Act* (Canada);
    - iii) to purchase a registered retirement income fund that complies with Section 29.1 of the Regulation, as the case may be, with the further condition, in the case of a living non-spouse Owner who has a spouse at the time of the transfer, that spouse must have waived the entitlement to a joint life pension in the form and manner prescribed in the Regulation (prescribed Form 1);
    - iv) to a pension plan on the conditions referred to in subsection 32(2)(a) of the Act;
    - v) to a pooled retirement savings account contract on the conditions set out in *The Pooled Registered Pension Plans (Saskatchewan) Regulations*, provided the Spouse's Waiver of 60% post Retirement Survivor Benefit (prescribed Form 3) is received by the Company before the transfer; or
    - vi) to a pooled retirement income account contract on the conditions set out in *The Pooled Registered Pension Plans (Saskatchewan) Regulations*.

(2) For money regulated under the *Pension Benefits Act* (Ontario), the locked-in assets will not be transferred or withdrawn from the Contract in whole or in part except:
- i) prior to maturity, to be transferred to the pension fund of a pension plan registered under the pension benefits legislation in any Canadian jurisdiction or to a pension plan provided by a government in Canada, including a transfer in a variable benefit account; or
- ii) prior to maturity, to be transferred to another locked-in retirement account that conforms with the Act and the Regulation; or
- iii) to be transferred to a life income fund that conforms with Schedule 1.1 of the Regulation; or
- iv) to purchase an immediate or deferred life annuity provided by an insurance company under an insurance contract that meets the requirements of the *Income Tax Act* (Canada), the Act, and the Regulation, provided the annuity does not commence on a date earlier than the early retirement date stipulated in the registered pension plan from which the funds were transferred.

(3) For money regulated under the *Supplemental Pension Plans Act* (Québec), the Owner may transfer, in whole or in part, the balance of the fund to a pension plan governed by the Act or referred to in paragraph 1, 2, 2.1, 2.2, 3.1, 4 or 5 of section 28 of the Regulation, unless the agreed to term of the investments has not expired.

(4) For money regulated under the *Pension Benefits Act* (New Brunswick), unless the Contract provides for an early cashing-in value before the expiration of the term agreed to for the investment, the Owner is entitled at any time after the term has expired,
- i) to transfer, before maturity, the balance of the money in the account, in whole or in part, to the pension fund of a pension plan that conforms with the Act and the Regulation or with similar legislation in another jurisdiction or to a retirement savings arrangement that conforms with the Act and the Regulation, or
- ii) to convert the balance of the money in the account, in whole or in part, into a life or deferred life annuity that conforms to section 23 of the Regulation.

(5) For money regulated by paragraph 20(1)(a) of the Regulation under the *Pension Benefits Standards Act, 1985* (Canada), the locked-in RRSP may only be:
- i) transferred to another locked-in RRSP;
- ii) transferred to an RLSP;
- iii) transferred to a pension plan, including any pension plan referred to in subsection 26(5) of the Act, if the plan permits such a transfer and if the plan administers the benefit attributed to the transferred funds as if the benefit were that of a pension plan member with two years of membership in the plan;
- iv) transferred to a pooled registered pension plan (PRPP), as defined in subsection 2(1) of the *Pooled Registered Pension Plans Act* (Canada);
- v) used to purchase an immediate life annuity or a deferred life annuity that meets the requirements of the *Income Tax Act* (Canada); or,
- vi) transferred to a LIF or to an RLIF.

(6) For money regulated by paragraph 20.2(1)(a) of the Regulation under the *Pension Benefits Standards Act,1985* (Canada), the RLSP may only be:
- i) transferred to another RLSP;
- ii) transferred to a plan, including any pension plan referred to in subsection 26(5) of the Act, if the plan permits such a transfer and if the plan administers the benefit attributed to the transferred funds as if the benefit were that of a plan member with two years' membership in the plan;
- iii) transferred to a pooled registered pension plan (PRPP);
- iv) used to purchase an immediate life annuity or a deferred life annuity; or
- v) transferred to an RLIF.

(7) For money regulated by the *Pension Benefits Act, 1997* (Newfoundland and Labrador), all money transferred to the Contract, including all investment earnings, shall be used to provide a pension benefit and shall not be withdrawn except,
- a) before maturity, to transfer the money to the pension fund of a registered pension plan subject to the Act or to a registered pension plan subject to the pension benefits legislation of a designated province, as defined in the Act, or of Canada;
- b) before maturity, to transfer the money to another LIRA;
- c) to purchase a life annuity contract that is provided by a person authorized under the laws of Canada or a province to sell annuities as defined in the *Income Tax Act* (Canada) under an insurance contract that meets the requirements of this Contract and Directive No. 6 issued under the Act and that complies with subsection 146(1) of the *Income Tax Act* (Canada), commencing not before the person who is receiving the pension benefit obtains the earlier of;
    - i. age of 55 years, or
    - ii. the earliest date on which the Owner would have been entitled to receive a pension benefit under the pension plan from which the money was transferred to the LIRA, as a result of termination of employment or termination of the plan;
- d) to transfer the money to a LIF that meets the requirements of Directive No. 5 issued under the Act, or
- e) to transfer to a LRIF that meets the requirements of Directive No. 17 issued under the Act.

20. In the event of a transfer of money from this Contract to another financial institution, the Company will ensure that the transferee financial institution's name and contract are on the Superintendent's list for LIRAs, LIFs, or LRIFs as applicable.
21. Before transferring money to another financial institution, the Company will advise the transferee financial institution in writing of the locked-in status of the money and will make its acceptance of the transfer subject to the conditions provided for in the Regulation.
22. If the Company does not comply with Section 20 or 21 and the transferee financial institution fails to pay the money transferred in the form of a pension or in the manner required or permitted by the Regulation, the Company will provide to the Owner or ensure the provision of the pension referred to in Section 5.

Death of the Owner

23. On the death of the Owner, other than a surviving spouse Owner, with a spouse, pension partner, cohabiting partner, civil union partner, principal beneficiary or common-law partner on the date of death, the money in this Contract will be used to provide a pension for the surviving spouse, pension partner, cohabiting partner, civil union partner, principal beneficiary or common-law partner where the spouse or partner has not received or is not entitled to receive a transfer under the marriage breakdown section of the applicable Act, or where permitted by law make a lump sum payment, and will, subject to the *Income Tax Act* (Canada), be transferred within sixty (60) days after the submission to the Company of the relevant documents required by it:
    i) to an acknowledged LIRA or where permitted, a non-locked RRSP on the relevant conditions specified in the Regulation; or
    ii) to an acknowledged LIF or LRIF or where permitted, a non-locked RRIF on the relevant conditions specified in the Regulation; or
    iii) for the purchase of a life annuity contract in accordance with subparagraph 60(l)(ii) of the *Income Tax Act* (Canada).
24. (1) For money regulated by paragraph 20(1)(b) of the Regulation under the *Pension Benefits Standards Act, 1985* (Canada), funds in a locked-in RRSP may only be:
    i) transferred to another locked-in RRSP;
    ii) transferred to an RLSP;
    iii) transferred to a plan, including any pension plan referred to in subsection 26(5) of the Act, if the pension plan permits such a transfer and if the plan administers the benefit attributed to the transferred funds as if the benefit were that of a pension plan member with two years of membership in the plan;
    iv) transferred to a pooled registered pension plan (PRPP);
    v) used to purchase an immediate life annuity or a deferred life annuity that meets the requirements of the *Income Tax Act* (Canada); or
    vi) transferred to a LIF or a RLIF.

    (2) For money regulated by paragraph 20.2(1)(b) of the Regulation under the *Pension Benefits Standards Act, 1985* (Canada), funds in a RLSP may only be:
    i) transferred to another RLSP or to a locked-in RRSP;
    ii) transferred to a plan, including any pension plan referred to in subsection 26(5) of the Act, if the pension plan permits such a transfer and if the plan administers the benefit attributed to the transferred funds as if the benefit were that of a pension plan member with two years of membership in the plan;
    iii) transferred to a pooled registered pension plan (PRPP);
    iv) used to purchase an immediate life annuity or a deferred life annuity; or
    v) transferred to a LIF or a RLIF.

    (3) For money regulated under the *Pension Benefits Act, 1992* (Saskatchewan), the death benefit may be payable as a transfer to:
    i) a LIRA contract which the spouse is the owner;
    ii) purchase a life annuity contract in accordance with subparagraph 60(l)(ii) of the *Income Tax Act* (Canada) or a registered retirement income fund contract meeting the requirements of the Act and the Regulation for the spouse;
    iii) a pension plan in which the surviving spouse is a participant on the conditions referred to in section 32(2)(a) of the Act;
    iv) a pooled registered pension plan within the meaning of the *Pooled Registered Pension Plans (Saskatchewan) Act*;
    v) an RRSP, or
    vi) as a lump sum payment.
25. Within sixty (60) days after the submission to the Company of the relevant documents required by it following the death of an Owner, other than a non-spouse Owner with a spouse, pension partner, cohabiting partner, civil union partner, principal beneficiary or common-law partner, or if there is none, or if the surviving spouse, pension partner, cohabiting partner, civil union partner, principal beneficiary or common-law partner had waived the spousal entitlement in the form and manner required by the applicable Act and Regulation, on the date of death, the balance in the Contract will be paid to or on behalf of the designated beneficiary or, if there is no valid designation of beneficiary, the personal representatives of the Estate in their representative capacity.

    Where the Owner was not a former pension plan member, the full value of the LIRA shall be paid to the designated beneficiary, or where there is no beneficiary, to the Owner's estate.

Valuation

26. The value of this LIRA for all purposes and times including a transfer of assets, the purchase of a life annuity contract and a payment or transfer on the death of the Owner, shall be determined in accordance with the Contract and shall meet the requirements of the Regulation.

Transfer to the plan

27. No money that is not locked-in will be transferred to or held under this Contract, unless the locked-in money is to be held in a separate account which will contain only locked-in money.
28. (1) For Contracts regulated under the *Pension Benefits Standards Act, 1985* (Canada), only funds in a RLIF or an existing RLSP may be transferred to a RLSP.

    (2) For Contracts regulated under the *Supplemental Pension Plans Act* (Québec), only funds from the following can be accepted:
    i) a registered pension plan governed by the *Supplemental Pension Plans Act*;
    ii) a supplemental pension plan where the capital originates from a registered pension plan governed by an act emanating from a legislative authority other than the Parliament of Québec and granting entitlement to a deferred pension;
    iii) a supplemental pension plan established by an act emanating from the Parliament of Québec or another legislative authority;
    iv) a life annuity where the capital originates from the pension fund of a supplemental pension plan as provided for in section 30 of the Regulation;
    v) a LIF which constitutes a registered retirement income fund, prior to December 31st of the year during which an annuitant reaches the age of 71 or the age as permitted under the *Income Tax Act* (Canada);
    vi) another LIRA which constitutes a registered retirement savings plan;
    vii) a locked-in account of a voluntary retirement savings plan governed by the *Voluntary Retirement Savings Plans Act* (Québec);
    viii) a locked-in account of an equivalent voluntary retirement savings plan emanating from a legislative authority other than the Parliament of Québec, provided the plan member joins that plan as part of his employment.

    (3) For Contracts regulated under the *Pension Benefits Act* (Ontario), the only assets that may be transferred into the Contract are assets originating, directly or indirectly, from the following instruments, at the condition that these instruments conforms with the *Income Tax Act* (Canada), the Act and the Regulation.
    i) the pension fund of a registered pension plan, including the assets from a variable benefit account;
    ii) another LIRA;
    iii) a LIF that is governed by Schedule 1.1 of the Regulation (only in the event of a marriage breakdown or cessation of conjugal relationship); or
    iv) a LRIF.

(4) For Contracts regulated under the *Pension Benefits Act* (New Brunswick), the only money that may be transferred into the Contract are sums originating, directly or indirectly, from:

i) the fund of a pension plan that conforms with the Act and the Regulation or with similar legislation in another jurisdiction

ii) another retirement savings arrangement that conforms with the Act and the Regulation, or

iii) a life or deferred life annuity that meets the requirements of the *Income Tax Act* (Canada) under a contract that conforms with the Act and the Regulation.

Miscellaneous

29. This endorsement and Contract may not be amended without prior notification to the Owner unless it is to bring the Contract or the endorsement into conformity with the law. In such cases, the Company will notify the Owner in the manner prescribed in the Regulation.

30. (1) For Contracts regulated under the *Pension Benefits Act* (New Brunswick), the Contract cannot be amended except in accordance with section 21(2)(m) of the Regulation:

i) that would result in a reduction of the benefits arising from the Contract unless the Owner is entitled, before the effective date of the amendment, to transfer the balance of the money in the Contract in accordance with Section 19(4) of this LIRA and, unless a Notice is delivered to the Owner at least ninety days before the effective date, describing the amendment and the date on which the Owner may exercise the entitlement to transfer,

ii) unless the Contract as amended remains in conformity with the Act and the Regulation, or

iii) except to bring the Contract into conformity with requirements under an act of the legislature or other legislation in another jurisdiction.

(2) For Contracts regulated under the *Supplemental Pension Plans Act* (Québec), the Contract cannot be amended except in accordance with section 29(11) of Regulation:

i) that the Company may make no amendment that would entail a reduction of the benefits resulting from the agreement unless the Owner is entitled, before the date of the amendment, to transfer the balance of the Contract and has received, at least 90 days before the date on which the Owner may exercise that entitlement, a notice indicating to the Owner the subject of the amendment and the date from which the Owner may exercise that entitlement;

ii) that the transfer referred to in Sections 19(3) and 30(2)(i) of this LIRA may, at the option of the Company and unless otherwise stipulated, be effected by remittance of the investment securities respecting the Contract;

iii) that the Company may not, except to fulfil requirements under law, make any amendment other than that provided for in Section 30(2)(i) of this LIRA without having previously notified the Owner;

iv) that the Company may amend the agreement only the extent that it remains in conformity with the standard contract amended and registered with Retraite Québec.

(3) For Contracts that are regulated by the *Pension Benefits Act, 1997* (Newfoundland and Labrador), no provision under the LIRA may be cancelled or amended by the Company, except

i) to satisfy the requirements of the Act, make any amendment without first informing the Owner;

ii) to remain in compliance with the specimen plan registered with Canada Revenue Agency and the Superintendent.

The Company will give the Owner at least 90 days notice of a proposed amendment. The notice shall be sent by mail to the Owner's address as set out in the records of the Company or, subject to receiving the authorization of the Owner, be delivered by electronic means provided that the e-communication is accessible by the Owner and capable of being retained to be usable for subsequent reference. If an amendment results in a reduction of the Owner's benefits, the Owner will be entitled, within the ninety-day period following such a notice, to transfer the balance of the LIRA that existed before the amendment is made, in accordance with Section 19(7).

31. For Contracts regulated under the *Pension Benefits Standards Act, 1985* (Canada), the method of determining the value of the locked-in RRSP or RLSP, including the valuation method upon death of the Owner or transfer of assets, will be determined in accordance with the terms of the Contract to which this endorsement is attached.

32. Subject to the relevant sections of the Act and the Regulation, the entitlement of any person to a benefit is subject to entitlements arising under a matrimonial property order (as defined in the applicable sections of the Act and Regulation) filed with the Company. With respect to the share of a non-member-spouse, pension partner, cohabiting partner, civil union partner, principal beneficiary or common-law partner, the conditions set out in the Act and the Regulation continue to apply to that share if it is transferred to a LIRA, LIF, or LRIF.

33. The terms of this endorsement will take precedence over the provisions in the Contract in the case of conflict or inconsistency, provided that the Contract shall at all times remain qualified as a Registered Retirement Savings Plan under the *Income Tax Act* (Canada).

34. Upon marriage breakdown or cessation of conjugal relationship, the balance of this LIRA of the Owner shall be divided between the Owner and the spouse, pension partner, cohabiting partner, principal beneficiary, civil union partner or common-law partner pursuant to the applicable Act

35. The Company hereby affirms the provisions contained in the Contract.

X ______________________ Signature of Owner

______________________ Contract Number

______________________ Date (YYYY-MM-DD)

This LIRA contains pension money that was determined on the basis of sex: ☐ **Yes** ☐ **No**

Desjardins Financial Security Life Assurance Company
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