

LOCKED-IN RETIREMENT ACCOUNT (LIRA) ENDORSEMENT

Pursuant to *The Pension Benefits Act, 1992 (Saskatchewan)*

Plan Issuer – BMO Life Assurance Company

Administrative and Services Office: 250 Yonge Street, 8th Floor
Toronto, ON M5B 2M8

POLICYOWNER NAME: _____

POLICY #: _____

Upon receipt of locked-in pension assets pursuant to *The Pension Benefits Act, 1992 (Saskatchewan)*, and in accordance with your instructions to transfer the assets to a Saskatchewan locked-in retirement account contract under section 29 of *The Pension Benefits Regulations, 1993 (Saskatchewan)*, you and we agree that this Endorsement is incorporated in and made a part of the Contract. The Contract consists of the Policy Provisions, the application, the RSP Endorsement in the Policy Provisions, this Endorsement and any written amendments thereto. If there is a conflict between this Endorsement and the Policy Provisions for the Contract, this Endorsement overrides any Policy Provisions that are inconsistent with it.

1. **Pension Legislation.** For purposes of this Endorsement, the word “Act” means *The Pension Benefits Act, 1992 (Saskatchewan)* and the word “Regulation” means *The Pension Benefits Regulations, 1993 (Saskatchewan)*, as amended, under the Act.
2. **Definitions.** In this Endorsement, unless otherwise defined herein, capitalized words shall have the same meaning as in the Policy Provisions for the Contract. Please remember that in this Endorsement, “you” and “your” refer to the Policyowner of the Contract and “we”, “us”, “our” and “BMO Insurance” refer to BMO Life Assurance Company. The terms “former member”, “former regulations”, “member”, “life annuity contract”, “locked-in retirement account contract”, “pension”, “plan”, “registered retirement income fund contract”, “RRSP” and “Year’s Maximum Pensionable Earnings” have the same meaning as under the Act or Regulation. “Locked-In Assets” means any property, including the income thereon, the proceeds thereof, and cash, held under the Contract from time to time.
3. **Spouse.** The word “spouse” means:
 - (a) a person who is married to a member or former member; or
 - (b) if a member or former member is not married, a person with whom the member or former member is cohabiting as spouses at the relevant time and who has been cohabiting continuously with the member or former member as his or her spouse for at least one year prior to the relevant time.

Notwithstanding anything to the contrary contained in the Contract, for the purposes of any provision of the *Income Tax Act (Canada)* respecting registered retirement savings plans, “spouse” does not include any person who is not recognized as a spouse or common-law partner under the *Income Tax Act (Canada)*.

4. **No Withdrawals, etc.** Except as provided in the Act or the Regulation, no Locked-In Assets shall be withdrawn, surrendered or commuted.
5. **Transfers Out of the Contract.** Subject to section 10 of this Endorsement, no transfer of Locked-In Assets from the Contract is permitted except:
 - (a) to another locked-in retirement account contract;
 - (b) to purchase a life annuity contract;
 - (c) to purchase a registered retirement income fund contract; or
 - (d) to a plan on the conditions referred to in clause 32(2)(a) of the Act.
6. **Notice of Locked-In Status on Transfer.** Before transferring out Locked-In Assets from the Contract pursuant to section 5 of this Contract, we will advise the transferee in writing of the locked-in status of the Locked-In Assets and make acceptance of the transfer subject to the conditions provided for in subsection 29(4) of the Regulation.

7. **Joint Life Pension.** The pension to be provided to you if you were a member of the plan from which the Locked-In Assets were transferred and you have a spouse at the date when the pension commences shall comply with section 34 of the Act, unless your spouse files a waiver with us in the manner and form required by the Act and the Regulation.
8. **Withdrawal on Shortened Life Expectancy.** Subject to section 7 of this Endorsement, the Locked-In Assets may be withdrawn in a lump sum or series of payments for the purposes of subsection 39(2) of the Act where a physician certifies, in a form satisfactory to us, that due to mental or physical disability your life expectancy is shortened considerably and such certificate is provided to us.
9. **Withdrawal of Small Amounts.** The Locked-In Assets may be withdrawn from the Contract as a lump sum if:
- (a) the amount of the Locked-In Assets in the Contract does not exceed 20% of the Year's Maximum Pensionable Earnings in effect in the year in which the withdrawal occurs; and
 - (b) you certify in a form satisfactory to us that you have no other locked-in money.
10. **Death of Policyowner.** Upon your death, if you were a member of the plan from which the Locked-In Assets were transferred, the surviving spouse is entitled to the Death Benefit and may, within 180 days following the day on which proof of your death is provided to us, elect:
- (a) to transfer the Death Benefit in accordance with subsection 32(2) of the Act; or
 - (b) to receive a lump sum payment equal to the amount of the Death Benefit.
- A surviving spouse who fails to make an election within 180 days under subsections (a) or (b) above is deemed to have elected subsection (b).
- If you were a member of the plan from which the Locked-In Assets were transferred and leave no surviving spouse, a lump sum payment equal to the Death Benefit to which a surviving spouse would have been entitled pursuant to subsections (a) or (b) above is to be paid:
- (a) to your designated Beneficiary or Beneficiaries; or
 - (b) if there is no validly designated Beneficiary, to your estate.
11. **Waiver of Spouse's Entitlement on Death.** At any time before the date of your death, your spouse:
- (a) may waive his or her entitlement to the Death Benefit by delivering a written and signed waiver in Form 0.1 of the Appendix to the Regulation to us, and
 - (b) may revoke a waiver delivered pursuant to subsection (a) above by delivering to us a written and signed notice of revocation in a form satisfactory to us.
- If a waiver pursuant to subsection (a) above is in effect on the date of your death, section 10 of this Endorsement applies as if you died leaving no surviving spouse.
12. **No Assignment etc.** Subject to sections 13 and 14 of this Endorsement, the balance of the Locked-In Assets in the Contract may not be assigned, charged, alienated or anticipated and are exempt from execution, seizure or attachment. Subject to sections 13 and 14 of this Endorsement, any transaction that purports to assign, charge, alienate or anticipate the balance of the Locked-In Assets in the Contract is void.
13. **Division on Breakdown of Spousal Relationship.** The Locked-In Assets in the Contract shall be subject, with any necessary modification, to the division on spousal relationship breakdown provisions in Part VI of the Act.
14. **Attachment for Maintenance Order.** The Locked-In Assets are subject to attachment for the purpose of enforcing a maintenance order as defined in *The Enforcement of Maintenance Orders Act* (Saskatchewan). When an amount has been so attached, we shall deduct from the Locked-In Assets (i) an amount, not to exceed \$250, that reasonably represents the cost to us of complying with the attachment; (ii) the total amount of taxes, if any, that are required to be deducted or withheld as a result of the attachment; and (iii) the lesser of the amount attached and the remainder of the Locked-In Assets in the Contract. Where an amount has been so attached, you will have no further claim or entitlement to any pension respecting the

amount attached, and we are not liable to any person by reason of having made payment pursuant to the attachment.

15. **Manner of Investment.** The Locked-In Assets shall be invested in a manner that complies with the rules for the investment of a registered retirement savings plan pursuant to the *Income Tax Act* (Canada). The Locked-In Assets include interest, gains and losses.
16. **Provision of Pension on Improper Pay Out.** Where Locked-In Assets are paid out contrary to the Act or section 29 of the Regulation, we will provide or ensure the provision of a pension in the amount of the pension that would have been provided had the Locked-In Assets not been paid out.
17. **Provision of Pension on Improper Transfer.** If we do not comply with section 6 of this Endorsement and the transferee fails to pay the Locked-In Assets transferred in the form of a pension or in the manner required by section 29 of the Regulation, we will provide or ensure the provision of the pension referred to in section 16 of this Endorsement.
18. **Indemnity.** Subject to sections 16 and 17 of this Endorsement, should we be required to make payments or to provide an annuity or a pension as a result of any Locked-In Assets being paid out or transferred otherwise than in accordance with the provisions of this Endorsement, the Regulation or as may be required by applicable law, you will indemnify us and hold us harmless to the extent that Locked-In Assets were previously received by or accrued to the benefit of any person. This indemnity will be binding upon your legal representatives, successors, heirs and assigns.
19. **Transfers and Payments; Terms of Investments.** All transfers and payments from the Contract are subject to the terms of the Policy Provisions and will be subject to the withholding of any applicable tax and deduction of all sales charges, withdrawal fees and other fees and charges as set out in the Contract. Transfers and payments may be made in cash or in kind, in accordance with your instructions and subject to the terms of the Contract.
20. **Restriction on Type of Annuity.** Where a pension benefit credit transferred into the Contract was not varied according to your sex, an immediate life annuity or deferred life annuity purchased by the funds accumulated in the Contract shall not differentiate as to sex.

Determination of Commuted Value on the Basis of Sex. Was the commuted value of the pension benefit that was transferred into the Contract determined in a manner that differentiated on the basis of sex? YES <input type="checkbox"/> NO <input type="checkbox"/>

BMO Life Assurance Company

Policyowner

Print Full Name

Print Full Name

Signature of Authorized Person

Signature of Policyowner

Date

Date