

**ONTARIO LOCK-IN TRANSFER AGREEMENT**

Whereas the undersigned Applicant has established a:  
(PLEASE COMPLETE FOR THE APPROPRIATE PLAN)

\_\_\_ LOCKED IN RETIREMENT ACCOUNT (LIRA), Contract No. \_\_\_\_\_, Plan name: \_\_\_\_\_ with (hereinafter known as the Issuer), registered under The Income Tax Act (Canada), OR

\_\_\_ LIFE INCOME FUND (LIF), Contract No. \_\_\_\_\_, Plan name: \_\_\_\_\_ with (hereinafter known as the Issuer), registered under The Income Tax Act (Canada), OR

\_\_\_ LOCKED IN RETIREMENT INCOME FUND (LRIF), Contract No. \_\_\_\_\_, Plan name: \_\_\_\_\_ with (hereinafter known as the Issuer), registered under The Income Tax Act (Canada).

It is hereby understood and agreed by the Applicant and the Issuer that the full amount of funds transferred by the Co-operative Superannuation Society Pension Plan are **LOCKED-IN PENSION FUNDS**, and such funds and all future earnings on such funds, will be deposited to the above mentioned LIRA, LIF, or LRIF and this plan, and any successor plan complies, or will comply with the provisions and requirements of the Ontario Pension Benefits Act, and the applicable regulations under that Act.

By signing this Agreement and on finalization of the requested transfer, the Applicant acknowledges that no further benefits are due to him/her and/or his/her beneficiary or estate from the Co-operation Superannuation Society Pension Plan resulting from his/her participation in the Co-operative Superannuation Society Pension Plan. The Issuer assumes all responsibilities and liabilities imposed under the Ontario Pension Benefits Act and regulations for failure to comply with the provisions of the Act.

If the Applicant is applying for a transfer to a LIF or LRIF the Applicant certifies that he/she (has/has not) \_\_\_\_\_ a spouse or same sex partner within the meaning of the Pension Benefits Act of Ontario. [Please see reverse]

**Signed by:** APPLICANT \_\_\_\_\_ WITNESS \_\_\_\_\_

APPLICANT'S Name: \_\_\_\_\_, Social Insurance Number: \_\_\_\_\_.

**Completed** on behalf of:

ISSUER: \_\_\_\_\_  
(Name of Issuer)

ISSUER ADDRESS:  
\_\_\_\_\_  
\_\_\_\_\_

**Signed** on behalf of Issuer by:  
\_\_\_\_\_  
(Print complete Name)

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_,

The amount transferred to the LIRA, LIF, or LRIF by the Co-operative Superannuation Society Pension Plan pursuant to this lock-in agreement is \_\_\_\_\_.

CO-OPERATIVE SUPERANNUATION SOCIETY PENSION PLAN  
SIGNATURE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**Notes: This Agreement must be accompanied by a properly completed Form T2151(E).** In accordance with the provisions of the Co-operative Superannuation Society Pension Plan, payments under a life annuity or other retirement income arrangement may commence at the earliest of the Applicant's 50th birthday, or the date when the Applicant's age at time of terminating employment with employers participating in the Co-operative Superannuation Society Pension Plan, plus completed years of service with employers participating in the Co-operative Superannuation Society Pension Plan equals or exceeds the sum of 75 years.

(OVER)

To be completed by the Member's spouse or same sex partner if the Member is requesting a transfer of funds to Life Income Fund or Locked-in Retirement Income Fund.

## Spouse's or Same Sex Partner's Consent to a Transfer to a Life Income Fund (LIF) or Locked-in Retirement Income Fund (LRIF)

I, (print or type full name of spouse or same sex partner) \_\_\_\_\_, am the spouse or same sex partner, as defined in the Pension Benefits Act, of (print or type full name of the member or former member)

\_\_\_\_\_ who has requested a transfer of locked-in money from the Co-operative Superannuation Society Pension Plan.

I am aware that the administrator of a pension plan may not comply with a request to transfer locked-in money to a LIF or LRIF unless the written consent of the spouse or same sex partner is obtained.

I am aware that there is no requirement under the Pension Benefits Act and Regulation 909 (i.e., Pension Benefits Regulation) for a spouse or same sex partner to provide such written consent. It is solely at the option of the spouse or same sex partner to provide written consent.

I understand that by providing written consent, I am not waiving my rights under the Pension Benefits Act and Regulation 909 to survivor benefits or benefits which may be available on marriage breakdown.

I understand that as a spouse or same sex partner who is not living separate and apart from the owner of the LIF or LRIF at the owner's date of death, I will be entitled to receive a death benefit of either the balance of the LIF or LRIF as an unlocked lump sum payment or as an immediate or deferred life annuity.

I understand that as a spouse or same sex partner who is not living separate and apart from the owner of the LIF or LRIF when LIF or LRIF assets are used to purchase a life annuity, the annuity must provide a survivor pension of at least 60 percent of the pension received by my spouse or same sex partner.

I understand that, should the LIF or LRIF assets become divisible by court order or agreement, no more than 50 per cent of the LIF or LRIF assets may be transferred to my LIRA, LIF, or LRIF, or to purchase an immediate or deferred life annuity. I understand, in the above situation, any interest I may have in the assets held in the LIF or LRIF is effective only where a court order or domestic agreement under the Family Law Act is provided to the administrator.

Dated at \_\_\_\_\_ in the Province of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(month) (year)

(Spouse's/Same Sex Partner's signature and address)

\_\_\_\_\_

(Witness' printed name, signature and address)

\_\_\_\_\_

[Prior to completing this form, a spouse or same sex partner should consider obtaining independent legal advice concerning individual rights and the effect of consent.]

### Definitions:

"Spouse" means either of a man and woman who (a) are married to each other, or (b) are not married to each other and are living together in a conjugal relationship (i) continuously for a period of not less than three years, or (ii) in a relationship of some permanence, if they are the natural or adoptive parents of a child, both as defined in the Family Law Act.

"Same Sex Partner" means either of two persons of the same sex who are living together in a conjugal relationship, (a) continuously for a period of not less than three years, or (b) in a relationship of some permanence, if they are the natural or adoptive parents of a child, both as defined in the Family Law Act.