

## **Donation of Life Insurance Agreement**

Please Print

#### **Section One – Instructions**

Please complete this form as part of the process of making a gift of life insurance to GiftPact Foundation Inc. ('GiftPact') Be sure to have applicable signatures in the two locations where they are requested. GiftPact will become both the owner and irrevocable beneficiary of the insurance policy noted herein. Submit the original version of this form to your insurance specialist for processing.

The insurance specialist will send the documents requested to: GiftPact Foundation Inc., 720-One Lombard Place, Winnipeg MB, R3B 0X3, info@GiftPact.com.

Section Two - Donor ('Donor') of a New or Existing Policy - Information of Life Insured

A donation receipt will be issued for the fair market value (FMV) of an existing insurance policy to the owner of the policy at the time it is donated to GiftPact.

New Existing

#### Information of Life Insured:

Province	Postal Code
Email	
cion –Schedule of payments	(premium amount & duration)
<u> </u>	
Policy #:	
Policy #:  Duration of Pol	licy
	Email

Section Four – Acknowledgement of Gift Acceptance Policy
I acknowledge the Gift Acceptance Policy and applicable fees as it relates to the donation of a Life Insurance Policy.
New policies are subject to an initial setup fee of \$1,000 and an Annual Fee of \$500 for ongoing policy administration.
<ul> <li>Existing policies are subject to a setup fee of up to \$2,500 and require an actuarial valuation (cost paid by donor).</li> <li>There is also an Annual Fee of \$500 for ongoing administration of the policy.</li> </ul>
<ul> <li>Premium payments must be made to GiftPact Foundation Inc. 90 days in advance of the Anniversary date of the policy for furtherance to the Insurance Company. A donation receipt will be issued for the donation made to GiftPact.</li> </ul>
Death Claims are subject to a fee of \$2,500, plus any related costs.
Policy proceeds as per the Gift Acceptance Policy (Appendix A) attached to this document.
Donor Signature - Date
Section Five – Authorizations and Understandings
GiftPact is a registered charitable organization (BN #839545803RR0001) in Canada.
The Donor has entered into or agrees to enter into a Donor Advised Agreement with GiftPact, setting out the terms and conditions of their Donor Advised Fund ('DAF').
By signing this form, I acknowledge that GiftPact will be the registered owner and beneficiary for the insurance policy referenced nerein and the resulting policy proceeds. I understand that the policy proceeds will be deposited to an DAF or to a new DAF established to receive the policy proceeds.
GiftPact may use the personal information I have and/or will provide (for example name, address, contact information) to process my donations; administer its charitable services; establish and maintain a relationship with me, establish and manage my Donor Advised Fund; verify my identity and protect against fraud; to satisfy regulatory obligations and other legal requirements.
n providing its charitable services, I understand that GiftPact may have to share my personal information with other persons: when other parties are GiftPact's third party service providers, suppliers or agents who assist GiftPact in providing its services; and where s required or permitted to do so by law.
To the best of my/our knowledge, all information disclosed is accurate, and I/we will immediately notify my Insurance Specialist or GiftPact Foundation Inc. if any changes occur.
Donor Signature - Date

Company Name:		
		Rep #:
Address		
City	Province	Postal Code
Telephone	Fax	Email



# **Appendix A: Life Insurance Acceptance Policy**

### A.1 Irrevocably assign ownership of a life insurance policy to GiftPact

When ownership of an existing life insurance policy is irrevocably assigned to GiftPact, GiftPact becomes the owner and beneficiary of the policy. The donor is entitled to a donation receipt at the time of the ownership change, for the fair market value of the policy. The donor is also entitled to a donation receipt for premiums that will be paid by the donor on the policy.

Fair Market Value: The donor must obtain an independent actuarial valuation of the fair market value of the gift prior to assigning ownership of a policy.

- If the donor has owned the policy for more than three years, the donor will be entitled to a donation receipt equal to the fair market value as determined by the valuation.
- If the donor has owned the policy for less than three years, or if the donor has owned the
  policy for less than ten years and GiftPact has determined that the policy was acquired
  with the intention of making the contribution, the donor will be entitled to a gift receipt equal
  to the lesser of the fair market value as determined by the valuation and the adjusted cost
  basis of the policy.

GiftPact encourages each donor considering this option to consult with independent legal and/or tax advisors of the donor's choice to ensure that the donor receives a full and accurate explanation of all aspects of the proposed gift. An irrevocable assignment of ownership will be considered a taxable disposition.

**A.2** Name GiftPact as the owner and beneficiary of the proceeds of a new life insurance policy.

When GiftPact is named as the owner and beneficiary of a new policy, the donor does not require an actuarial valuation. However, the donor must make arrangements with GiftPact to fund the annual premium payments, and will be entitled to a donation receipt for the premiums paid by the donor on the policy. See Donation of Life Insurance Agreement: Schedule of Payments

**A.3** Name GiftPact as a primary or successor beneficiary of the proceeds of a new or existing life insurance policy.

When GiftPact is named as a beneficiary, the donor remains the owner and GiftPact becomes the beneficiary of the policy. The donor is not entitled to a donation receipt during their lifetime. The donor's estate will be entitled to the donation receipt for the amount of insurance proceeds received from the insurance company. This donation should be recorded in the donor's Donor Advised Fund files, along with the contact information for the donor's executor and insurance advisor.

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### A.4 Fees and Related Costs for Donation of Life Insurance

The following are the fees and costs for a donation of a new or existing life insurance policy:

New Policy set-up Fee: \$1,000

Existing Policy Fees: up to \$2,500 plus the cost of an actuarial evaluation and other costs

Annual Fee: \$500 for the duration of the policy

Death Claim: \$2,500 plus any related costs

Fees and costs are subject to change.

**A.5** Premiums: If the policy is not fully paid up, the donor must make arrangements with GiftPact to fund annual premium payments as agreed to in the Schedule of Payments attached to the Donation of Life Insurance Agreement. The donor may:

- Make a donation to GiftPact to pay the annual premium. GiftPact will then make the
  payment to the insurance company for the premium and issue a donation receipt to the
  donor in the amount of the premium; or
- Make the premium payment to the insurance company directly. GiftPact will then issue a
  donation receipt to the donor (or the payor) when confirmation of the premium payment
  has been provided by the insurance company. The Donor must notify GiftPact that the
  annual premium has been paid directly.

If, after notice from GiftPact, the donor is unwilling or unable to make the ongoing premium payments, GiftPact reserves the right to fund the premium payments from the donor's Donor Advised Fund. If the Donor Advised Fund is insufficient for this purpose, GiftPact reserves the right, in its sole discretion, to either surrender the policy for its cash surrender value which proceeds it would add to the Donor's DAF, or continue to fund the policy from its own funds and hold the policy until death, in which case GiftPact can use the insurance proceeds for any purpose it deems appropriate and in all cases will act reasonably.

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