EMPLOYMENT PENSION PLANS ACT

EMPLOYMENT PENSION PLANS REGULATION

Alberta Regulation 154/2014

With amendments up to and including Alberta Regulation 56/2019
Current as of June 18, 2019

Office Consolidation

© Published by Alberta Queen’s Printer

Alberta Queen’s Printer
Suite 700, Park Plaza
10611 - 98 Avenue
Edmonton, AB T5K 2P7
Phone: 780-427-4952
Fax: 780-452-0668

E-mail: qp@gov.ab.ca
Shop on-line at www.qp.alberta.ca
Copyright and Permission Statement

Alberta Queen's Printer holds copyright on behalf of the Government of Alberta in right of Her Majesty the Queen for all Government of Alberta legislation. Alberta Queen's Printer permits any person to reproduce Alberta’s statutes and regulations without seeking permission and without charge, provided due diligence is exercised to ensure the accuracy of the materials produced, and Crown copyright is acknowledged in the following format:

© Alberta Queen's Printer, 20__.*

*The year of first publication of the legal materials is to be completed.

Note

All persons making use of this consolidation are reminded that it has no legislative sanction, that amendments have been embodied for convenience of reference only. The official Statutes and Regulations should be consulted for all purposes of interpreting and applying the law.
Table of Contents

Part 1 Interpretation

1 Definitions
2 Calculation of provision for adverse deviation
3 Calculation of actuarial excess and surplus
4 Initial legislation date
5 Jointly sponsored plans
6 Multilateral jurisdiction
7 Plans, schemes and arrangements not constituting pension plans
8 Reciprocal jurisdiction
9 How commuted value is to be determined in relation to benefit formula provisions
10 Exemption of plans
10.1 Exemption relating to collectively bargained multi-employer plans with a defined benefit provision
11 Application to publicly funded plans
12 Application to Universities Academic Pension Plan
13 Plans for connected persons

Part 2 Pension Plan Requirements

14 Additional matters to be dealt with in the plan text document
15 Retired member recommencement of employment

Part 3 Registration and Amendment of Pension Plans

16 Period for administering established plan
17 Period for registering plan
18 Administrator statement required for registration
19 Period for filing records for amendment to plan text documents
20 Administrator statement required for plan text document amendment
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>21</td>
<td>When administrator must amend plan text document for benefit reductions or contribution increases</td>
</tr>
<tr>
<td>22</td>
<td>When administrator may amend for temporary benefit improvements</td>
</tr>
<tr>
<td>23</td>
<td>When Superintendent may refuse to register amendment</td>
</tr>
<tr>
<td>24</td>
<td>Period for filing records for amendment to supporting plan documents</td>
</tr>
<tr>
<td>25</td>
<td>Administrator statement required for supporting plan document amendment</td>
</tr>
</tbody>
</table>

**Part 4**

**Membership in Pension Plans**

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>26</td>
<td>Auto-enrollment</td>
</tr>
<tr>
<td>27</td>
<td>When suspension may be lifted</td>
</tr>
</tbody>
</table>

**Part 5**

**Administration of Pension Plans**

**Division 1**

**Duties Related to Administration**

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>28</td>
<td>Qualifications of administrator</td>
</tr>
<tr>
<td>29</td>
<td>Participation agreements</td>
</tr>
</tbody>
</table>

**Division 2**

**Disclosure of Records and Information**

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>30</td>
<td>Plan summary</td>
</tr>
<tr>
<td>31</td>
<td>Annual statement for active members</td>
</tr>
<tr>
<td>32</td>
<td>Annual statement for persons receiving pensions</td>
</tr>
<tr>
<td>33</td>
<td>Transfer statement for life income type benefits account</td>
</tr>
<tr>
<td>34</td>
<td>Termination of active membership statement</td>
</tr>
<tr>
<td>35</td>
<td>Information statement on marriage breakdown</td>
</tr>
<tr>
<td>36</td>
<td>Information statement after filing matrimonial property order or agreement</td>
</tr>
<tr>
<td>37</td>
<td>Retirement statement</td>
</tr>
<tr>
<td>38</td>
<td>Phased retirement benefit statement</td>
</tr>
<tr>
<td>39</td>
<td>Lump sum payment statement</td>
</tr>
<tr>
<td>40</td>
<td>Statement on death of member before pension commencement</td>
</tr>
<tr>
<td>41</td>
<td>Statement on death of retired member receiving life income type benefits</td>
</tr>
<tr>
<td>42</td>
<td>Plan termination or winding-up statement</td>
</tr>
<tr>
<td>43</td>
<td>Calculation data</td>
</tr>
<tr>
<td>44</td>
<td>Notice of changes in contributions or benefits</td>
</tr>
<tr>
<td>45</td>
<td>Prescribed person</td>
</tr>
</tbody>
</table>
46 Examination and provision of information

Division 3
Reports and Returns

47 Annual information returns
48 Review of plan
49 Actuarial valuation report or cost certificate
50 Filing of financial statements

Division 4
Payment or Transfer of Contributions

51 Payment or transfer of contributions

Division 5
Assessment of Plans and Plan Policies

52 Assessment of plan
53 Governance policy
54 Statement of investment policies and procedures
55 Funding policy

Division 6
Participating Employers

56 Participation agreement

Division 7
Fundholders

57 Fundholders
58 Responsibilities of fundholders

Part 6
Funding, Contributions and Assets

Division 1
Funding of Plan

59 Definitions
60 Funding requirements applicable to defined benefit provisions
61 Funding requirements applicable to target benefit
62 Plan contributor’s share
63 Smoothing restrictions
64 Stress testing
65 Withdrawal of actuarial excess from a solvency reserve account before termination
66 Withdrawal of surplus from a solvency reserve account after plan termination
67 Use of letters of credit for meeting solvency deficiencies

Division 2
Contributions to Plan

68 Remittance of contributions
69 Notice of failure to remit
70 Summary of contributions
71 Allocation or distribution of excess member contributions

Division 3
Investing Plan Assets

72 Investment requirements
73 Interest, gains and losses on contributions

Division 4
Use of Actuarial Excess or Surplus

74 Distribution of actuarial excess or surplus
75 Use of actuarial excess to reduce or eliminate contributions

Part 7
Benefits and Transfers

Division 1
Restrictions on Access to Benefits

76 Exceptions to locking in
77 Adjustments in pension for statutory payments

Division 2
Benefits may be Affected

78 Life income type benefits

Division 3
Marriage Breakdown

79 Definitions
80 Matrimonial property orders and agreements
81 Conditions and distribution
82 Calculation of benefits
83 Adjustment of member pension partner’s share
84 Fees

Division 4
Death Benefits

85 Waiver of pension partner entitlement if member dies before pension commencement
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>86</td>
<td>Waiver of pension partner entitlement if member dies after pension commencement</td>
</tr>
<tr>
<td><strong>Division 5</strong></td>
<td>Ancillary and Phased Retirement Benefits</td>
</tr>
<tr>
<td>87</td>
<td>Phased retirement benefits</td>
</tr>
<tr>
<td>88</td>
<td>Lump sum payments</td>
</tr>
<tr>
<td><strong>Division 6</strong></td>
<td>Transfer of Commuted Value by Member</td>
</tr>
<tr>
<td>89</td>
<td>Target benefit funded ratio</td>
</tr>
<tr>
<td>90</td>
<td>Manner and extent of transfers</td>
</tr>
<tr>
<td>91</td>
<td>Required transfer</td>
</tr>
<tr>
<td>92</td>
<td>Election of options</td>
</tr>
<tr>
<td><strong>Division 7</strong></td>
<td>Missing Persons</td>
</tr>
<tr>
<td>93</td>
<td>Information to Superintendent</td>
</tr>
<tr>
<td>94</td>
<td>Consent of Superintendent</td>
</tr>
<tr>
<td><strong>Part 8</strong></td>
<td>Changes in Plan Benefit Type or Plan Structure</td>
</tr>
<tr>
<td><strong>Division 1</strong></td>
<td>Predecessor and Successor Plans</td>
</tr>
<tr>
<td>95</td>
<td>Definitions</td>
</tr>
<tr>
<td>96</td>
<td>Application</td>
</tr>
<tr>
<td>97</td>
<td>Prescribed events or transactions</td>
</tr>
<tr>
<td>98</td>
<td>Transfer of assets and liabilities between predecessor and successor plans</td>
</tr>
<tr>
<td>99</td>
<td>Required filings</td>
</tr>
<tr>
<td>100</td>
<td>Disclosure</td>
</tr>
<tr>
<td>101</td>
<td>Membership rights on occurrence of event or transaction</td>
</tr>
<tr>
<td><strong>Division 2</strong></td>
<td>Other Changes in Benefit Type or Plan Structure</td>
</tr>
<tr>
<td>102</td>
<td>Rules for conversion of plan provisions</td>
</tr>
<tr>
<td>103</td>
<td>Participating employer’s withdrawal from non-collectively bargained multi-employer plan</td>
</tr>
</tbody>
</table>
Part 9
Locked-in Retirement Accounts and Life Income Funds

Division 1
Interpretation
104 Definitions
105 Authorized entities

Division 2
Locked-in Retirement Accounts
106 Locked-in retirement accounts
107 Application to issuer doing internal transfer
108 Duties of issuer
109 Contract for locked-in retirement account must include addendum
110 Issuers must comply with addendum
111 Issuers must provide information
112 Expenses may be paid from locked-in retirement account
113 Restrictions on accepting transfer
114 Restrictions on making transfers
115 Remittance of securities
116 Liabilities for inappropriate payment or transfer
117 Transfers on death of owner
118 Conditions under which lump sum payment may be made
119 Conditions under which withdrawals for shortened life expectancy may be made
120 Conditions under which withdrawals for non-residency may be made
121 Conditions under which withdrawals for financial hardship may be made
122 Form of pension partner waiver for unlocking

Division 3
Life Income Funds
123 Definitions
124 Life income funds
125 Application to issuer doing internal transfer
126 Duties of issuer
127 Contract for life income fund must include addendum
128 Issuers must comply with addendum
129 Issuers must provide information
130 Expenses may be paid from life income fund
131 Restrictions on accepting transfer
Restrictions on making transfers
Payments out of a life income fund
Liabilities for inappropriate payment or transfer
Transfers on death of owner
Conditions under which lump sum payment may be made
Conditions under which withdrawals for shortened life expectancy may be made
Conditions under which withdrawals for non-residency may be made
Conditions under which withdrawals for financial hardship may be made
Form of pension partner waiver for unlocking

Part 10
Termination and Winding-up of Plan
Voluntary termination
Elimination of solvency deficiency on termination
Termination reports
Transfer rights on winding-up
Allocation and distribution of assets if assets are insufficient

Part 11
Administrative Penalties
Administrative penalties

Part 12
Alberta Employment Pension Tribunal
Notice of appeal
Tribunal qualifications

Part 13
Assessment for Administration of Act
Definition
Filing fee
Administration fee
Calculation of fee rate
Minimum and maximum fee
Part 14
Miscellaneous, Transitional, Repeal and Coming into force

Division 1
Miscellaneous

155 Fees
156 Notice requirements
157 Collection of personal information

Division 2
Transitional Matters

158 Transitional items
159 Pension plan documents
160 Participation agreements
161 Disclosure statements
162 LIRAs and LiFs

Division 3
Consequential Amendments, Repeal and Coming into Force

163-169 Consequential amendments
170 Repeal
171 Coming into force

Schedule 1 - Locked in retirement account addendum
Schedule 2 - Life income fund addendum
Schedule 3 - Up to 50% Unlocking Option
Schedule 4 - Exemptions and Other Provisions for Universities
Academic Pension Plan
Schedule 5 - Fees
Schedule 6 - Forms

Part 1
Interpretation

Definitions
1(1) In this Regulation,

(a) “accessible going concern excess”,

(i) in the case of a pension plan that is not a divisional multi-employer plan, means the plan’s accessible going concern excess, or
(ii) in the case of a divisional multi-employer plan, means, in relation to a participating employer in the plan, the participating employer’s accessible going concern excess;

(b) “accessible solvency excess”,

(i) in the case of a pension plan that is not a divisional multi-employer plan, means the plan’s accessible solvency excess, or

(ii) in the case of a divisional multi-employer plan, means, in relation to a participating employer in the plan, the participating employer’s accessible solvency excess;

(c) “Act” means the Employment Pension Plans Act;

(d) “actuarial gain”, in relation to a benefit formula component of a pension plan, means the amount that represents the improvement, referred to in section 60(6) or (8) or 61(6), between the projected financial position of the plan component and the actual financial position of the plan component;

(e) “actuarial present value of component contributions” means the actuarial present value of the contributions that, in the current actuarial valuation report for the plan, are anticipated to be made in the period covered by the actuarial valuation report for application to the target benefit component;

(f) “actuarial valuation report”, in relation to a pension plan, means the report filed in relation to the plan under section 38(1)(b)(i) of the Act;

(g) “additional voluntary contributions account”, in relation to a member of a pension plan, means

(i) the additional voluntary contributions made to the plan by the member,

(ii) interest allocated to the account, and

(iii) administration expenses and other money deducted by payment, transfer or withdrawal from the money referred to in subclauses (i) and (ii);

(h) “annual information return”, in relation to a pension plan, means a return referred to in section 38(1)(a) of the Act that relates to the plan;
(i) “benefit formula component” means

   (i) a defined benefit component, or

   (ii) a target benefit component;

(j) “benefit formula member-required contributions balance”, in relation to a member of a pension plan who is or will be entitled to receive benefits from a benefit formula component of the plan, means the amount that, as at any date, is determined by

   (i) adding

   (A) the member-required contributions made to the plan by the member to that date for application to the benefit formula component of the plan, and

   (B) any interest earned on those contributions,

   and

   (ii) subtracting from that total any administration expenses paid out of, or other money deducted by payment, transfer or withdrawal from, the amounts referred to in subclause (i) to that date;

(k) “CANSIM rate”, in relation to a period of not more than 12 months for which interest is payable, means, except in section 73 and Schedule 2, the rate of interest on long-term bonds issued by the Government of Canada for the month of November preceding the year in relation to which the withdrawal factor is being calculated, determined by reference to the Canadian Socio-Economic Information Management System (CANSIM) Series V 122487 compiled by Statistics Canada and available on the website maintained by the Bank of Canada;

(l) “component’s adjusted normal actuarial cost” means the sum of

   (i) the amount obtained by adding the normal actuarial cost that has been estimated in relation to the component for the period covered by the actuarial valuation report, and

   (ii) the amount referred to in subclause (i) multiplied by the PfAD;
(m) “cost certificate”, in relation to a pension plan, means the report filed in relation to the plan under section 38(1)(b)(ii) of the Act;

(n) “current actuarial valuation report”, in relation to a pension plan, means the actuarial valuation report most recently filed in relation to the plan;

(o) “defined benefit component”, in relation to a pension plan of which the plan text document contains a defined benefit provision, means the portion of the plan that relates to the defined benefit provision, including, without limitation, the assets and liabilities of the plan that relate to that defined benefit provision;

(p) “defined contribution account”, in relation to a member of a pension plan who is or will be entitled to receive benefits under a defined contribution provision of the plan, means

(i) the contributions, other than additional voluntary contributions, made to the plan by or on behalf of the member for application to the defined contribution component of the plan,

(ii) interest allocated to the account, and

(iii) administration expenses and other money deducted by payment, transfer or withdrawal from the money referred to in subclauses (i) and (ii);

(q) “defined contribution component”, in relation to a pension plan of which the plan text document contains a defined contribution provision, means the portion of the plan that relates to the defined contribution provision, including, without limitation, the assets and liabilities of the plan that relate to that defined contribution provision;

(r) “divisional multi-employer plan” means a plan where the participating employer’s share of the matters referred to in section 62 must be determined in accordance with that section;

(s) “federal Schedule III” means Schedule III to the Pension Benefits Standards Regulations, 1985 (Canada), SOR/87-19, as amended from time to time;

(t) “fiscal year” means the fiscal year of a pension plan;

(u) “going concern assets value”, in relation to a benefit formula component, means the value of the assets of the
component, including income due and accrued, which value is determined on a going concern basis;

(v) “going concern basis” means a basis for determining the value of plan assets and liabilities that

(i) is adequate and appropriate,

(ii) is in accordance with accepted actuarial practice, and

(iii) would apply to the plan if no decision has been made to terminate the plan;

(w) “going concern funded ratio”, in relation to a defined benefit component or target benefit component, means the fraction obtained by dividing the component’s going concern assets value by the component’s going concern liabilities value;

(x) “going concern liabilities value”, in relation to a benefit formula component, means the actuarial present value of the accrued benefits of the component, including amounts due and unpaid, which actuarial present value is determined on a going concern basis;

(y) “going concern valuation”, in relation to a benefit formula component, means a valuation of the component’s assets and liabilities, prepared on a going concern basis;

(z) “life annuity” means a non-commutable life annuity contract issued or to be issued by an insurance business that meets the conditions set out in paragraph 60(1) of the Income Tax Act (Canada);

(aa) “life income type benefits account” means,

(i) in the case of a life income type benefits account of a member, the amount elected by the member under section 78(5) plus any amounts transferred by the member under section 78(7), or, in the case of a life income type benefits account of a surviving pension partner, the amount referred to in section 78(12),

(ii) interest allocated to the account, and

(iii) administration expenses and other money deducted by payment, transfer or withdrawal from the money referred to in subclauses (i) and (ii);

(bb) “life income type benefits balance”, in relation to the person’s life income type benefits account, means,
(i) in the calendar year in which the account is established, the balance of the person’s life income type benefits account as at the date on which the account is established, and

(ii) in every subsequent calendar year, the balance of the person’s life income type benefits account as at January 1 of the calendar year in which the calculation is made;

(cc) “life income type benefits maximum amount”, in relation to the life income type benefits that may be paid to a person in a calendar year, means the greatest of the following:

(i) the preceding year’s investment returns for the person’s life income type benefits account;

(ii) the life income type benefits minimum amount applicable to the person for that year;

(iii) the amount determined by dividing the life income type benefits balance by the withdrawal factor;

(dd) “life income type benefits minimum amount”, in relation to the life income type benefits that may be paid to a person in a calendar year, means the minimum amount of life income type benefits that, under the Income Tax Regulations (Canada), is required to be paid out of the person’s life income type benefits account in that year;

(ee) “locked-in money” means

(i) money in a pension plan the withdrawal, surrender or receipt of which is restricted under section 70 of the Act,

(ii) money transferred under section 99(1) of the Act,

(iii) money to which subclause (i) applies, that has been transferred out of the plan, and any interest on that money, whether or not that money had been transferred to one or more locked-in vehicles after it was transferred from the plan,

(iv) in the case of money in a locked-in retirement account, money that was deposited into the locked-in retirement account under section 116(1)(a) of this Regulation or paid to the locked-in retirement account issuer under section 116(1)(b) or (2) of this Regulation, and
(v) in the case of money in a life income fund, money that was deposited into the life income fund under section 135(1)(a) of this Regulation or paid to the life income fund issuer under section 135(1)(b) or (2) of this Regulation;

(ff) “locked-in vehicle” means a locked-in retirement account or a life income fund;

(gg) “member-required contribution”, in relation to a pension plan, including a jointly sponsored plan, means a contribution made by a member other than a contribution referred to in section 57(3) of the Act;

(hh) “normal actuarial cost”, in relation to a benefit formula component of a pension plan in a fiscal year of the plan, means an amount, excluding special payments, estimated by a reviewer to be the cost of the component benefits that accrue to active members in that fiscal year of the plan determined on a going concern basis;

(ii) “optional ancillary contributions account”, in relation to a member of a pension plan, means

(i) the optional ancillary contributions made to the plan by the member,

(ii) interest earned on those contributions, and

(iii) administration expenses and other money deducted by payment, transfer or withdrawal from the money referred to in subclauses (i) and (ii);

(jj) “participating employer’s accessible going concern excess”,

(i) in relation to each participating employer in a divisional multi-employer plan and to any defined benefit component of that plan being funded by the participating employer, means the amount by which the participating employer’s share of the going concern assets values of the component exceeds 105% of the participating employer’s share of the going concern liabilities values of the component, as those amounts are determined in the current actuarial valuation report, or

(ii) in relation to a participating employer in a divisional multi-employer plan with respect to any target benefit component of the plan being funded by the participating employer, means the amount by which
the participating employer’s share of the going concern assets values of the target benefit component exceeds the participating employers share of the amount determined by the following formula:

\[(\text{the going concern liabilities value of the target benefit component}) + (\text{the going concern liabilities value of the target benefit component} \times \text{PfAD}) - \text{PfAD offset},\]

as those amounts are determined in the current actuarial valuation report;

(kk) “participating employer’s accessible solvency excess”, in relation to a participating employer in a divisional multi-employer plan and to any defined benefit component of the plan being funded by the participating employer, means the amount by which the participating employer’s share of the solvency asset values of the defined benefit component exceeds 105% of the participating employer’s share of the solvency liabilities values of the defined benefit component, as those amounts are determined in the current actuarial valuation report;

(ll) “participating employer’s affected members”, in relation to a participating employer in a divisional multi-employer plan, means the members of the plan whose entitlements to benefits are or were accruing while those members are or were employed by the participating employer;

(mm) “personal information” means personal information within the meaning of the Freedom of Information and Protection of Privacy Act;

(nn) “PfAD” in relation to a target benefit component, means the percentage determined under section 2 to be the provision for adverse deviation in relation to the component;

(oo) “PfAD offset”, in relation to a target benefit component, means the sum of the following:

(i) the amount, if any, by which the actuarial present value of component contributions exceeds the component’s adjusted normal actuarial cost, and

(ii) the amount, if any, by which the fair value of the component’s assets is greater than the component’s going concern assets value;

(pp) “plan component” means
(i) a defined benefit component,
(ii) a target benefit component, or
(iii) a defined contribution component;

(qq) “plan provision” means
(i) a defined benefit provision,
(ii) a target benefit provision, or
(iii) a defined contribution provision;

(rr) “plan termination basis” means a basis for determining the value of plan assets and liabilities that
(i) is adequate and appropriate,
(ii) is in accordance with accepted actuarial practice, and
(iii) would apply to the plan if
   (A) the plan is assumed to terminate as at the review date, or
   (B) the plan is terminating as at the review date;

(ss) “plan’s accessible going concern excess”,
(i) in relation to the defined benefit component of a pension plan other than a divisional multi-employer plan, means the amount by which the going concern assets values of all the defined benefit components exceeds 105% of the going concern liabilities values of all the defined benefit component, as those amounts are determined in the current actuarial valuation report, or

(ii) in relation to the target benefit component of a pension plan other than a divisional multi-employer plan, means the amount by which the going concern assets values of all the target benefit component exceeds the amount determined by the following formula:

\[
\text{(the going concern liabilities value of the target benefit component)} + (\text{(the going concern liabilities value of the target benefit component x PfAD)} - \text{PfAD offset}),
\]
as those amounts are determined in the current actuarial valuation report;

(tt) “plan’s accessible solvency excess”, in relation to a defined benefit component of a pension plan other than a divisional multi-employer plan, means the amount by which the solvency asset values of all the defined benefit components of the plan exceeds 105% of the solvency liabilities values of all the defined benefit components of the plan, as those amounts are determined in the current actuarial valuation report;

(uu) “review” means the preparation, in accordance with section 38(1)(b) of the Act, of an actuarial valuation report and a cost certificate in relation to a plan;

(vv) “review date”, in relation to a review, means the date as at which the actuarial valuation report and related cost certificate is or was required to be prepared;

(ww) “reviewer” means the person referred to in section 48(2) who prepares a review;

(xx) “share”, in relation to a participating employer in a divisional multi-employer plan and a matter referred to in section 62, means the share of that matter determined in relation to the participating employer under section 62;

(yy) “solvency asset adjustment”, in relation to a defined benefit component, means the sum of the following:

(i) the actuarial present value of payments referred to in section 60(2)(b) that are to be paid in relation to the component over the 5-year period that begins on the latest review date;

(ii) the face amount of any prescribed letter of credit, as defined in section 67(1), issued in relation to the defined benefit component;

(zz) “solvency asset value”, in relation to a benefit formula component on any date, means the value of the assets of the component, including income due and accrued, which value is determined on a plan termination basis;

(aaa) “solvency deficiency”,

(i) in relation to a defined benefit component, means the amount, if any, by which the component’s solvency liabilities value as at the latest review date exceeds the sum of the component’s solvency asset value and
the component’s solvency asset adjustment, both determined as at the latest review date, or

(ii) in relation to a target benefit component, means the amount, if any, by which the component’s solvency liabilities value as at the latest review date exceeds the component’s solvency asset value determined as at the latest review date;

(bbb) “solvency liabilities value”, in relation to a benefit formula component, means the value of the component’s liabilities determined on a plan termination basis;

(ccc) “solvency ratio”, in relation to a benefit formula component, means the fraction obtained by dividing the component’s solvency asset value by the component’s solvency liabilities value, both determined as at the latest review date;

(ddd) “special payments” means,

(i) in relation to a defined benefit component, the payments referred to in section 60(2)(b) or (c) or (3), or

(ii) in relation to a target benefit component, the payments referred to in section 61(2)(c) or (4);

(eee) “target benefit component”, in relation to a pension plan of which the plan text document contains a target benefit provision, means the portion of the plan that relates to the target benefit provision, including, without limitation, the assets and liabilities of the plan that relate to that target benefit provision;

(fff) “target benefit funded ratio” means the target benefit ratio as defined in section 89;

(ggg) “transfer deficiency”, in relation to a transfer under Division 4 of Part 8 of the Act, Division 8 of Part 8 of the Act or sections 89(1) and 110 of the Act of the commuted value of a member’s benefits under a defined benefit provision means, in a case where the defined benefit component’s solvency ratio is less than one as calculated in the current actuarial valuation report under section 38(1)(b) of the Act, the amount by which the commuted value of the benefits exceeds the product of that commuted value and the component’s solvency ratio;

(hhh) “transferred contributions”, in relation to a pension plan, means contributions that
Section 1

EMPLOYMENT PENSION PLANS REGULATION

AR 154/2014

(i) have been transferred to the plan from another plan, or a locked-in retirement account,

(ii) have not been used to secure improvements in, or to purchase benefits under a benefit formula provision, and

(iii) consist of locked-in money;

(iii) “transferred contributions account”, in relation to a member of a pension plan, means

(i) the transferred contributions transferred to the plan by or on behalf of the member,

(ii) interest allocated to the account, and

(iii) administration expenses and other money deducted by payment, transfer or withdrawal from the money referred to in subclauses (i) and (ii);

(jjj) “type” in relation to a plan provision, means a type within the meaning of section 112(2) of the Act;

(kkk) “unfunded liability”, in relation to a benefit formula component, means, the amount, if any, by which the component’s going concern liabilities value exceeds the component’s going concern assets value, both determined as at the latest review date;

(III) “withdrawal factor” means, except in section 123 and Schedule 2, the actuarial present value, on January 1 of the year in which the calculation is made, of an annuity of $1 payable at the beginning of each year between that date and December 31 of the year during which the person reaches the age of 90 years and calculated by using

(i) for the first 15 years in relation to which the actuarial present value is determined, the greater of the following:

(A) 6% per year;

(B) the CANSIM rate;

(ii) for each year after the first 15 years, 6% per year;

(2) A reference to “Form” followed by a number refers to the form by that number set out in Schedule 6.

(3) For the purposes of the Act and this Regulation, “medical practitioner” means
(i) a person who is a regulated member of the College of Physicians and Surgeons of Alberta who holds a practice permit issued under the Health Professions Act, and who is not under suspension, or

(ii) a physician who is regulated, registered or certified in that capacity in another jurisdiction in Canada and who is not under suspension.

Calculation of provision for adverse deviation

2(1) In relation to a target benefit component, the “provision for adverse deviation” is the asset allocation amount plus, for every 0.01% that the assumed discount rate exceeds the benchmark discount rate, 0.15%.

(2) In this section,

(a) “asset allocation amount”,

(i) if the percentage of the plan fund that is invested in equities is shown in Column 1 of the Table in this section, means the percentage shown opposite that equity allocation percentage in Column 2, or

(ii) if the percentage of the plan fund that is invested in equities is a percentage not shown in Column 1 of the Table in this section, means the percentage that is determined, by interpolation from the Table;

Table

<table>
<thead>
<tr>
<th>Column 1 Equity Allocation (%)</th>
<th>Column 2 Asset Allocation Adjustment (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>5</td>
</tr>
<tr>
<td>10</td>
<td>7.5</td>
</tr>
<tr>
<td>20</td>
<td>10</td>
</tr>
<tr>
<td>30</td>
<td>11.5</td>
</tr>
<tr>
<td>40</td>
<td>13</td>
</tr>
<tr>
<td>50</td>
<td>15</td>
</tr>
<tr>
<td>60</td>
<td>17</td>
</tr>
<tr>
<td>70</td>
<td>18.5</td>
</tr>
<tr>
<td>80</td>
<td>20</td>
</tr>
<tr>
<td>90</td>
<td>22.5</td>
</tr>
<tr>
<td>100</td>
<td>25</td>
</tr>
</tbody>
</table>

(b) “assumed discount rate” means the assumption used in the current actuarial valuation report to discount the projected pension plan cash flows to the review date;
(c) “benchmark discount rate”, in relation to a target benefit component of a pension plan, means the percentage determined in the current actuarial valuation report by the following formula:

\[(A \times B) + (C \times D) + 0.40\%\]

where

A is equity allocation
B is maximum equity risk premium
C is non-equity allocation
D is corporate bond yield

(d) “corporate bond yield”, means the 30-year spot rate of an extrapolated yield curve of AA-rated corporate bonds, determined in a manner that is consistent with the accepted standards of practice or guidance material issued by the Canadian Institute of Actuaries, as amended from time to time, and acceptable to the Superintendent;

(e) “equities” means securities listed on a securities exchange, and includes any other investments that the Superintendent has, in a record published by the Superintendent, recognized as equities;

(f) “equity allocation” means the percentage of the assets of the target benefit component that is invested in equities;

(g) “maximum equity risk premium” means the sum of

(i) 4%, and

(ii) the monthly yield on long term government of Canada bonds applicable to the month as at which the review is performed, as determined by reference to the Canadian Socio-economic Information Management System (CANSIM) Series V122544 compiled by Statistics Canada and available on the website maintained by the Bank of Canada;

(h) “non-equity allocation” means the amount determined by subtracting the plan’s equity allocation from 100%;

Calculation of actuarial excess and surplus

3(1) If actuarial excess is being calculated in relation to a solvency reserve account in a defined benefit component of a pension plan for the purposes of section 65, the value of the component assets
and the value of the component liabilities are to be calculated on a plan termination basis.

(2) If actuarial excess is being calculated in relation to a benefit formula component of a pension plan for the purposes of section 74 or 75, the value of the component assets and the value of the component liabilities are to be calculated on a going concern basis.

(3) If surplus is being calculated in relation to a benefit formula component of a pension plan for the purposes of section 127 of the Act or section 66 or 74 of this Regulation, the value of the component assets and the value of the component liabilities are to be calculated on a plan termination basis.

Initial legislation date

4 The following dates are prescribed as the initial legislation dates for the purposes of the Act and this Regulation:

(a) in respect of employment in British Columbia, January 1, 1993;
(b) in respect of employment in Manitoba, July 1, 1976;
(c) in respect of employment in New Brunswick, December 31, 1991;
(d) in respect of employment in Newfoundland and Labrador, January 1, 1985;
(e) in respect of employment in the Northwest Territories, October 1, 1967;
(f) in respect of employment in Nova Scotia, January 1, 1977;
(g) in respect of employment in Nunavut, April 1, 1999;
(h) in respect of employment in Ontario, January 1, 1965;
(i) in respect of employment in Quebec, January 1, 1966;
(j) in respect of employment in Saskatchewan, January 1, 1969;
(k) in respect of employment in Yukon, October 1, 1967;
Jointly sponsored plans

5 For the purposes of section 1(1)(dd)(i) of the Act, the following criteria are prescribed in relation to a jointly sponsored pension plan:

(a) the administrator of the plan is a board of trustees, or other similar body acceptable to the Superintendent, that has been established under the supporting plan documents to administer the plan;

(b) the number of members of the board of trustees, or other similar body acceptable to the Superintendent, who are appointed by members of the plan is not less than the number of members who are appointed by participating employers;

(c) the plan documents set out the methods by which the persons referred to in section 1(1)(dd)(iv) of the Act make decisions about

   (i) the governance of the plan, and
   (ii) the appointment of the administrator of the plan or the appointment or selection of members of the board or body referred to in clause (a).

Multilateral jurisdiction

6 For the purposes of section 1(1)(jj) of the Act, the following provinces and territories are multilateral jurisdictions for the purposes of the Act and this Regulation:

(a) British Columbia;
(b) Manitoba;
(c) New Brunswick;
(d) Newfoundland and Labrador;
(e) the Northwest Territories;
(f) Nova Scotia;
(g) Nunavut;
(h) Ontario;
(i) Quebec;
(j) Saskatchewan;
(k) Yukon.

**Plans, schemes and arrangements not constituting pension plans**

7(1) In this section, “deferred profit sharing plan”, “employees profit sharing plan”, “money purchase limit” and “retiring allowance” have the same meaning as in the *Income Tax Act* (Canada).

(2) The following plans, schemes and arrangements are not pension plans for the purposes of the Act and this Regulation:

(a) an employees’ profit sharing plan or a deferred profit sharing plan;

(b) an arrangement to provide a retiring allowance;

(c) a supplemental pension plan of which the plan text document contains a defined benefit provision if, under that defined benefit provision,

   (i) the participating employer is or will be required, or, in the case of a terminated plan, was required, to make contributions on behalf of members, and

   (ii) the only benefits to which members are entitled under the supplemental plan are benefits that are in excess of the maximum benefit under the *Income Tax Act* (Canada);

(d) a supplemental pension plan of which the plan text document contains a defined contribution provision if, under that defined contribution provision,

   (i) the participating employer is or will be required, or, in the case of a terminated plan, was required, to make contributions on behalf of members, and

   (ii) the only contributions made in respect of that defined contribution provision are greater than the money purchase limit under the *Income Tax Act* (Canada);

(e) benefits insured under a contract issued under the *Government Annuities Act* (Canada);

(f) an RRSP;

(g) a RRIF.
Reciprocal jurisdiction

8 For the purposes of section 1(1)(bbb) of the Act, the following provinces and territories are reciprocal jurisdictions for the purposes of the Act and this Regulation:

(a) British Columbia;
(b) Manitoba;
(c) New Brunswick;
(d) Newfoundland and Labrador;
(e) the Northwest Territories;
(f) Nova Scotia;
(g) Nunavut;
(h) Ontario;
(i) Quebec;
(j) Saskatchewan;
(k) Yukon.

How commuted value is to be determined in relation to benefit formula provisions

9(1) The actuarial present value of benefits that a person is or may become entitled to receive under a defined benefit provision must be determined in accordance with the standards of practice issued by the Canadian Institute of Actuaries, as amended from time to time.

(2) The actuarial present value of benefits that a person is or may become entitled to receive under a target benefit provision must be determined in accordance with the actuarial assumptions used in the current actuarial valuation report to determine the going concern liabilities value of the plan.

(3) Subject to section 57(5) of the Act, section 82 of this Regulation and subsection (5) of this section, if an active member of a pension plan who is entitled to a benefit under a benefit formula provision of the plan text document of the plan terminates active membership, the commuted value of that benefit must be determined as at the date of the member’s termination of active membership.
(4) Subject to subsection (5), if an active or deferred member of a pension plan who is entitled to a benefit under a benefit formula provision of the plan text document of the plan dies before the commuted value of the benefit is paid or transferred, the commuted value of that benefit must be determined as at the date of death.

(5) If the payment or transfer of a benefit under a benefit formula provision occurs more than 180 days after the date on which the commuted value of the benefit was determined, the commuted value of the benefit must be re-determined as at a date that is not more than 30 days before the date of the payment or transfer of that benefit.

Exemption of plans

10(1) In this section,

(a) “current Act” means the Employment Pension Plans Act (SA 2012 cE-8.1);

(b) “former Act” means the Employment Pension Plans Act (RSA 2000 cE-8);

(c) “former Regulation” means the Employment Pension Plans Regulation (AR 35/2000).

(2) Where

(a) a pension plan provides a benefit or allocates surplus or actuarial excess in respect of a person entitled to a benefit, and that benefit or surplus or actuarial excess allocation is in excess of the maximum benefit or the money purchase limit applicable to the plan under the Income Tax Act (Canada), or

(b) the commuted value of a benefit is in excess of the maximum amount that under the Income Tax Regulations (Canada) that may be transferred out of the plan to an RRSP, a RRIF or another pension plan,

the amount of that benefit, surplus or actuarial excess allocation or commuted value that is in excess of that maximum limit is exempt from section 70 of the Act.

(3) Pension plans that were subject to an exemption under Schedule 0.2 section 3, 3.2 or 3.21 of the former Regulation continue to be exempt under this Regulation in accordance with those sections except that a reference in those sections to a provision of the former Act or the former Regulation is to be read as a reference to the corresponding provision in the current Act or this Regulation, as the case may be.
(4) Pension plans established before January 1, 1987 that were subject to an exemption under Schedule 0.2 section 4 of the former Regulation continue to be exempt under this Regulation in accordance with that section except that a reference in that section to a provision of the former Act or the former Regulation is to be read as a reference to the corresponding provision in the current Act or this Regulation, as the case may be.

(5) The following pension plans are exempt from the application of the Act and this Regulation:

- (a) the Members of the Legislative Assembly (Registered) Pension Plan;
- (b) the Provincial Judges and Masters in Chambers (Registered) and (Unregistered) Pension Plans;
- (c) a plan that is supplemental to a plan referred to in clause (a) or (b) or any successor to such a plan.

**Exemption relating to collectively bargained multi-employer plans with a defined benefit provision**

10.1(1) The Superintendent may, on the application of an administrator of a collectively bargained multi-employer plan of which the plan text document contains a defined benefit provision exempt, in writing, the plan from the funding requirements of sections 60 and 90 and require instead that the plan be funded in accordance with the funding requirements of section 61 with respect to that defined benefit provision.

(2) An application referred to in subsection (1) must include:

- (a) a statement that while the plan is under the exemption
  - (i) the defined benefit provision will be funded as provided for in section 61, subject to subsection (3),
  - (ii) no improvements will be made to the plan without the consent of the Superintendent,
  - (iii) the commuted value of the defined benefit provision will be determined either
    - (A) in accordance with section 9(1), or
    - (B) in accordance with the actuarial assumptions used in the current actuarial valuation report to determine the going concern liabilities value of the plan multiplied by the lesser of 1 and the going concern funded ratio,
and

(iv) if the commuted value of the defined benefit provision is determined in accordance with section 9(1), the plan will, on termination of active membership or pre-retirement death of the member, pay the full value of the benefit, regardless of the current solvency ratio of the provision,

and

(b) an actuarial valuation and cost certificate that meet the requirements of subsection (3).

(3) The actuarial valuation and cost certificate required by subsection (2)(b) must

(a) be performed in accordance with section 61, and must be performed as at December 31, 2014 or the date agreed to by the Superintendent,

(b) recognize that the commuted value of benefits will be determined and paid in accordance with subsection (2)(a)(iii), and

(c) recognize that the contribution required under section 61(2)(b)

(i) will commence in the year in which the exemption is granted and will be 1/3 of the amount that would otherwise be required by that section,

(ii) in the second year after the exemption is granted the amount will be 2/3 of the amount that would otherwise be required by that section, and

(iii) each year thereafter will be the full amount required by that section.

(4) The exemption applies from the date the Superintendent considers appropriate for the plan and so specified in the Superintendent’s written consent to the exemption, and expires on the date that the Superintendent determines or such earlier date consented to in writing by the Superintendent pursuant to an application under subsection (5).

(5) An administrator may apply to the Superintendent to rescind an exemption at any time.

(6) An application under subsection (5) must be in writing and must include
(a) an actuarial valuation and cost certificate compliant with section 60 as at the date the exemption is rescinded, and

(b) any other documentation or information required by the Superintendent.

(7) The Superintendent may, pursuant to section 6 of the Act, impose any other terms or conditions on granting the exemption that may be considered appropriate to ensure compliance.

AR 224/2014 s2;219/2017

Application to publicly funded plans

11(1) In this section, “jointly funded” means an arrangement in which the participating employers and active members are required to make contributions, including, without limitation, contributions to meet the funding requirements applicable to the plan.

(2) The Superintendent may, on application in writing by the administrator of a publicly funded plan, designate the plan to be jointly funded.

(3) The Superintendent may, on application by the administrator in writing, with respect to a publicly funded plan that is jointly funded,

(a) exempt the publicly funded plan

   (i) from the requirements of section 57(2) of the Act, and

   (ii) from the application of section 59(d)(i) and (e)(i) or (iii) and 68(3) of this Regulation;

(b) apply sections 44(1)(a), 59(d)(ii) and (e)(ii) and (e)(iv) or 68(4) of this Regulation to the publicly funded plan as if the publicly funded plan were a jointly sponsored plan.

(4) The Superintendent may, on application in writing by the administrator of a publicly funded plan, exempt the plan from the requirements of section 60(2)(c), if the application includes

(a) in addition to the requirements of section 23, an acknowledgment that the Superintendent may refuse any amendment to the plan if the plan has a solvency deficiency or its solvency ratio is less than one,

(b) an acknowledgment that section 74(3) will not be applied when paying benefits from the plan, and

(c) an agreement from all contributing employers that section 121 of the Act will apply on termination of the plan.
(5) Where the Superintendent provides an exemption under subsection (4), the agreement in subsection (4)(c) prevails on termination of the plan, even if the publicly funded plan is a jointly sponsored plan.

(6) Notwithstanding anything in this Act and the regulations, a publicly funded plan that is a supplemental plan under section 1(1)(kkk) of the Act may contain provisions

(a) deeming any member of it who has made an election or decision relating to section 99 of the Act under and in relation to the plan to which it is supplemental to have made the same election or other decision under and in relation to the supplemental plan,

(b) allowing that plan to use the definition of pension partner as defined in the plan to which it is supplemental rather than the definition in section 1(1)(vv) of the Act, and

(c) allowing that plan to use the rules for division of pensions on marriage breakdown that apply to the plan to which the plan is supplemental, rather than the rules under sections 79 to 84.

(7) The Superintendent may revoke an exemption granted under this section by providing written notice to the administrator of the plan, including reasons for the revocation.

(8) Any plan that was a publicly funded plan before section 3 of the Act comes into force continues to be a publicly funded plan, and any exemptions previously granted continue to apply as if it were made under this section.

Application to Universities Academic Pension Plan

12 The Act and this Regulation apply to the “Universities Academic Pension Plan” subject to the exemptions and other provisions that are contained in Schedule 4.

Plans for connected persons

13 The following provisions apply in respect of a pension plan if all of the members of the plan are connected with the participating employer within the meaning of section 8500(3) of the Income Tax Regulations (Canada):

(a) sections 10, 32, 34, 40, 66 to 68, 70, 71, 77, 88 to 91, 93, 94 and 105 of the Act;
(b) section 37(1) and (2) of the Act with respect to sections 35, 36, 40, 41 and 46 of this Regulation;

(c) Division 4 of Part 8 of the Act;

(d) Division 8 of Part 8 of the Act;

(e) Part 9 of this Regulation.

**Part 2**

**Pension Plan Requirements**

**Additional matters to be dealt with in the plan text document**

14(1) This section applies for the purposes of section 8(1) of the Act.

(2) The formula that is used to determine the amount of member-required and participating employer contributions under a defined contribution provision in relation to a member must, if the member is part of a class of members, be the same as the formula that is used to determine the amount of member-required and participating employer contributions under that defined contribution provision in relation to every other member of that class of members.

(3) The formula that is used to determine the amount of benefits to which a member is entitled under a benefit formula provision for each future year of active membership must, if the member is part of a class of members, be the same as the formula that is used to determine the amount of benefits to which every other member of that class is entitled under that benefit formula provision for each future year of active membership.

(4) If

(a) a temporary amount of benefit is payable after a member’s pension commencement date, in addition to the member’s pension, and

(b) a provision of the plan text document provides that that additional amount of benefit is to cease or be reduced when a pension becomes available or is received under the *Canada Pension Plan* (Canada) or the *Quebec Pension Plan* (Quebec),

the plan provision referred to in clause (b) must be interpreted as providing that the additional amount of benefit is to cease or be reduced when the member attains the age at which he or she is entitled to receive an unreduced pension under the *Canada Pension Plan* (Canada) or the *Quebec Pension Plan* (Quebec).
Section 15 EMPLOYMENT PENSION PLANS REGULATION AR 154/2014

(5) The plan text document of a pension plan must provide for the effective date of the plan.

(6) The plan text document of a pension plan must be separate from the collective agreement, if any, and from any other document, under which the plan was created.

(7) If the plan text document of a negotiated cost plan provides that benefits payable out of the benefit formula component of the plan are to be determined by reference to contributions, the plan text document must also provide that a change in the contribution rate applicable to that component must not change the benefits that are payable out of that component with respect to benefits that accrued before the date on which the contribution rate changed.

(8) The plan text document of a pension plan that contains a defined contribution provision must include a provision that indicates whether the member or the administrator or both are responsible for the direction of the plan’s investments.

Retired member recommencement of employment

15(1) The plan text document of a pension plan must, in accordance with subsection (2), provide for what is to occur if a retired member recommences work or service

(a) in employment covered by the plan, or

(b) if the administrator of the plan has entered into an agreement referred to in section 1(9)(c)(iii) of the Act with the administrator of a collectively bargained multi-employer plan registered in a reciprocal or multilateral jurisdiction other than Alberta, in employment covered by that collectively bargained multi-employer plan.

(2) The plan text document of a pension plan must provide that one or more of the following, as applicable, applies to a retired person referred to in subsection (1):

(a) payment of the pension is to continue and the retired member is not eligible to become an active member;

(b) payment of the pension is to be suspended, and the retired member is to become an active member, with effect from the date of commencement of the subsequent employment;

(c) if and to the extent allowed by the Income Tax Act (Canada), the pension is to continue and the retired member is to become an active member, with effect from
the date of commencement of the subsequent employment;

(3) Subject to subsection (4), where the plan text document of a pension plan provides for more than one clause in subsection (2) to apply, the retired member referred to in subsection (1) may elect which clause is to apply.

(4) The plan text document of a pension plan may provide that a specific clause of subsection (2) is to apply to a retired member referred to in subsection (1) in any other circumstance acceptable to the Superintendent.

(5) If a plan text document of a pension plan provides for the suspension of the payment of a pension under subsection (2)(b), or for the suspension of payment of a pension to obtain a phased retirement benefit, the plan text document of a pension plan must provide that, if a retired member who has commenced receiving life income type benefits from the plan recommences work or service, any contributions made as a result of the retired member’s re-employment must not be remitted to the retired member’s life income type benefits account while the retired member is employed by that employer.

(6) If a plan text document of a pension plan provides for the suspension of the payment of a pension under subsection (2)(b), or for the suspension of payment of a pension to obtain a phased retirement benefit, the plan text document must provide that the pension payable at the commencement of the retired member’s subsequent pension commencement date must be not less than the amount determined by adding the amounts determined under clauses (a) and (b):

(a) the pension applicable to the period of employment that preceded the initial pension commencement date (the “initial employment period”) calculated as follows:

(i) if the retired member’s initial pension commencement date occurred before the plan’s pension eligibility date, the amount of pension to which the retired member would have been entitled, under the terms of the plan text document as it read on the initial pension commencement date, had the retired member retired

(A) at the assumed age determined under subsection (7), and

(B) after having worked the initial employment period;
(ii) if the retired member’s initial pension commencement date occurred at or after the plan’s pension eligibility date, the amount of pension that was payable at the initial pension commencement date;

(b) the pension for the period of employment that followed the initial pension commencement date (the “subsequent employment period”) being the amount of pension to which the retired member is entitled, under the terms of the plan text as it reads on the subsequent pension commencement date, for the subsequent employment period.

(7) The assumed age for the purposes of subsection (6)(a)(i)(A) is the age of the retired member at the subsequent pension commencement date less the period, expressed as a number of years and months or portions of months, between the effective date of pension suspension and the initial pension commencement date.

Part 3
Registration and Amendment of Pension Plans

Period for administering established plan
16 The period prescribed for the purposes of section 12(2) of the Act is 60 days after the date of the plan’s establishment.

Period for registering plan
17 For the purposes of section 13 of the Act, the administrator of a pension plan that has not yet been registered must apply for registration of the plan within 60 days after the date of the plan’s establishment.

Administrator statement required for registration
18 The statement that an administrator of a pension plan must file under section 13(c) of the Act must be in Form 1.

Period for filing records for amendment to plan text documents
19 For the purposes of section 18 of the Act, the administrator of a pension plan must, if the plan text document of that plan is amended, file the records referred to in section 18 of the Act within 60 days after the date on which the amendment is made, or, if the Superintendent requires additional records under section 18(c) of the Act, within the period specified by the Superintendent in relation to those additional records.
Administrator statement required for plan text document amendment

20 The statement that an administrator of a pension plan must file under section 18(b) of the Act must be in Form 2.

When administrator must amend plan text document for benefit reductions or contribution increases

21(1) Subject to subsection (2), if an actuarial valuation report that is to be filed for a pension plan of which the plan text document contains a target benefit provision demonstrates that the expected contributions will be insufficient to fund the payments required under section 61(2) or (4) in relation to that target benefit provision, the administrator of the plan must file, concurrently with the filing of that actuarial valuation report and in accordance with section 20(2)(b) of the Act, an amendment to the plan text document to reduce or eliminate benefits, or to increase contributions, the effect of which demonstrates that the changes are sufficient to allow the plan to meet the plan’s funding requirements under section 61.

(2) Subsection (1) does not apply if the administrator satisfies the Superintendent that a contribution increase, sufficient to allow the plan to meet the plan’s funding requirements under section 61 in relation to that target benefit provision, has been incorporated into any applicable collective agreement.

When administrator may amend for temporary benefit improvements

22 The administrator of a pension plan of which the plan text document contains a target benefit provision may amend the plan text document of the plan under section 21(2) of the Act to provide for a temporary improvement in benefits if there is filed with, or within 60 days before, the filing of the amendment to the plan text document an actuarial valuation report and cost certificate that demonstrate that

(a) the target benefit component has accessible going concern excess, and

(b) after taking into account the cost of the temporary improvement in benefits, the target benefit component will continue to have accessible going concern excess.

When Superintendent may refuse to register amendment

23 Without limiting any other authority under this Regulation where the Superintendent may refuse to register an amendment to the plan text document of a pension plan, the Superintendent may
refuse to register an amendment to the plan text document of a pension plan

(a) if

(i) the plan text document contains a defined benefit provision,

(ii) the effect of the amendment would be to reduce the defined benefit component’s solvency ratio, and

(iii) there has not been filed, in support of the amendment,

(A) an actuarial valuation report that demonstrates that, immediately after the amendment takes effect, the defined benefit component’s solvency ratio would be at least 0.9, and

(B) any other information or records required by the Superintendent,

or

(b) if

(i) the plan text document contains a target benefit provision,

(ii) the effect of the amendment would be to reduce the target benefit component’s going concern funded ratio, and

(iii) there has not been filed, in support of the amendment,

(A) an actuarial valuation report and cost certificate that demonstrate that

(I) immediately after the amendment takes effect, the target benefit component will have accessible going concern excess, and

(II) when determining whether the target benefit component has accessible going concern excess, that determination must be made using a going concern asset value that is based on the fair value of the target benefit component’s assets,

and
(B) any other information or records required by the Superintendent.

Period for filing records for amendment to supporting plan documents
24 For the purposes of section 26(1) of the Act, the administrator of a pension plan must

(a) if a supporting plan document of that plan is amended, file the records referred to in section 26(1) of the Act within 60 days after the amendment is made, or

(b) if the Superintendent requires additional records under section 26(1)(c) of the Act, within the period specified by the Superintendent in relation to those additional records.

Administrator statement required for supporting plan document amendment
25 The statement that an administrator of a pension plan must file under section 26(1)(b) of the Act must be in Form 3.

Part 4
Membership in Pension Plans

Auto-enrollment
26(1) Notice under section 29(2)(b)(i) of the Act to an employee in relation to a pension plan must

(a) be provided, in writing, by the administrator of the plan,

(b) state that the employee will become a member of the plan unless the employee elects not to become a member of the plan in accordance with subsection (2), and

(c) be provided,

   (i) subject to subclause (ii), at least 30 days before the date on which the employee first becomes eligible to become a member of that plan, or

   (ii) if the employee becomes eligible to become a member within 30 days after the date of his or her employment, on or before the employee’s date of employment.

(2) For the purposes of section 29(2)(b)(ii) of the Act, an employee’s election not to be a member of the plan must
(a) be in writing,

(b) state the employee’s name,

(c) state that the employee elects not to become a member of the plan,

(d) be signed and dated by the employee, and

(e) be received by the participating employer within the longer of

(i) the period specified in the plan text document for the provision of the election, and

(ii) the 60 day period immediately following the employee’s receipt of the notice referred to in subsection (1).

When suspension may be lifted

For the purposes of section 31(2)(b) of the Act, a member of a pension plan who has suspended his or her active membership in the plan may lift that suspension effective January 1st and July 1st of any year.

Part 5
Administration of Pension Plans

Division 1
Duties Related to Administration

Qualifications of administrator

The following criteria, in addition to the criteria set out in section 5, apply for the purposes of section 33(a) of the Act in relation to the administrator of a pension plan:

(a) if the plan is a single employer plan other than a jointly sponsored plan, the administrator must be

(i) the participating employer, or

(ii) a board of trustees or other similar body acceptable to the Superintendent established under the supporting plan documents to administer the plan;

(b) if the plan is a non-collectively bargained multi-employer plan other than a jointly sponsored plan, the administrator must be
(i) the participating employer, if any, who is identified in the participation agreement as the administrator of the plan, or

(ii) if the participation agreement does not identify a participating employer as the administrator of the plan, a board of trustees or other similar body acceptable to the Superintendent established under the supporting plan documents to administer the plan;

(c) if the plan is a collectively bargained multi-employer plan, the administrator must be one of the following bodies of which the number of members who are appointed by members of the plan is not less than the number of members who are appointed by participating employers:

(i) a board of trustees established under the supporting plan documents to administer the plan;

(ii) a similar board or body to a board of trustees, acceptable to the Superintendent, that has been established under the supporting plan documents to administer the plan;

(d) if the plan is a jointly sponsored plan, the administrator must be a person referred to in section 5(a).

Participation agreements

29 A written participation agreement referred to in section 36(1) of the Act between an administrator of a non-collectively bargained multi-employer plan and the participating employers in the plan must

(a) set out

(i) the information and records that must be provided by participating employers to the administrator,

(ii) when and how the information and records must be provided by participating employers to the administrator, and

(iii) the other duties and obligations to be performed by participating employers,

(b) bind each participating employer to the terms of the plan documents,
(c) make each participating employer responsible for making contributions and special payments to the plan as required under the Act or the plan text documents, and

(d) set out the consequences to a participating employer of failing to meet the terms of the participation agreement, which consequences must be additional to and not in conflict with any consequences set out under the Act for that failure.

Division 2
Disclosure of Records and Information

Plan summary
30(1) For the purposes of section 37(1)(a) and (c) of the Act, an administrator of a pension plan must provide a plan summary as follows:

(a) in the case of a new plan that is not a collectively bargained multi-employer plan, to each active member within 120 days after the establishment of the plan;

(b) in the case of a collectively bargained multi-employer plan, to each active member when the first annual statement is provided to the member under section 31;

(c) in the case of a plan in relation to which a notice under section 29(2)(b)(i) of the Act is provided to a person, within 30 days of the provision of that notice to that person;

(d) in the case of any other plan, to each employee who is, or is about to be, eligible to become an active member of the plan,

(i) subject to subclause (ii), at least 30 days before the employee is eligible or required to become an active member of the plan, or

(ii) if the employee is eligible or required to become an active member of the plan within 30 days after commencing employment, on or before the employee’s date of employment.

(2) A plan summary referred to in subsection (1) must contain or be accompanied with the following information:

(a) the name of the plan and its Canada Revenue Agency registration number;
(b) the name of, and contact information for, the administrator.

(3) A plan summary referred to in subsection (1) must contain or be accompanied with the following information if and as it applies to the member or employee to whom the plan summary is being provided:

(a) a summary of the plan;

(b) a summary of member entitlements and obligations under the plan;

(c) a summary of participating employer rights and obligations under the plan;

(d) in the case of a plan of which the plan text document contains a defined contribution provision, if the plan text document provides that the member must provide direction regarding investments,

(i) a statement as to how that direction is to be provided,

(ii) a description of the investment options available, and

(iii) an explanation of how contributions will be dealt with if the member fails to provide direction regarding the investments;

(e) in the case of a plan, other than a jointly sponsored plan, of which the plan text document contains a benefit formula provision, an explanation of when and how member benefits under the plan may be reduced;

(f) in the case of a jointly sponsored plan,

(i) an explanation of when and how the administrator may increase or reduce contributions, or increase or reduce benefits, to meet the plan’s funding requirements under section 60 or 61, as applicable, and

(ii) an explanation of the methods by which the persons referred to in section 1(1)(dd)(iv) of the Act make decisions about

(A) the governance of the plan, and

(B) the appointment of the administrator of the plan or the appointment or selection of members of the board or body referred to in section 5(a);
(g) a statement of the right under section 37(2) and (3) of the Act of the recipient of the plan summary to examine, or to obtain from the administrator, additional information and records referred to in sections 43 and 46 of this Regulation.

Annual statement for active members

31(1) For the purposes of section 37(1)(a) of the Act, an administrator of a pension plan must provide an annual statement to each active member within 180 days after the end of each fiscal year.

(2) An annual statement referred to in subsection (1) must contain or be accompanied with the following information:

(a) the name of the plan and its Canada Revenue Agency registration number;

(b) the name of, and contact information for, the administrator;

(c) the plan’s pension eligibility date;

(d) the name and date of birth of the member;

(e) the date on which the member joined the plan;

(f) the name of the member’s pension partner, if any;

(g) the name of the member’s designated beneficiary, if any;

(h) a summary of the amendments made to the plan text document during the most recently completed fiscal year that affect to the member’s benefits and an explanation of how those amendments affect those benefits, except for any amendments that have already been disclosed to the member in a notice under section 44;

(i) a statement of the right under section 37(2) and (3) of the Act of the member to examine, or to obtain from the administrator, additional information and records referred to in sections 43 and 46 of this Regulation.

(3) An annual statement referred to in subsection (1) must contain or be accompanied with whichever one or more of the following reconciliations apply to the member:

(a) if the member is or will be entitled to receive benefits from a defined contribution component of the plan, the balance of the member’s defined contribution account
immediately before the beginning of the most recently completed fiscal year and the balance of the member’s defined contribution account as at the end of the most recently completed fiscal year, and a reconciliation that accounts for the difference between those 2 balances by setting out the following as they relate to those balances:

(i) any member-required contributions made during the most recently completed fiscal year;

(ii) any employer contributions made during the most recently completed fiscal year;

(iii) any interest credited during the most recently completed fiscal year;

(iv) any administration expenses deducted, and any other payments or withdrawals made, during the most recently completed fiscal year;

(b) if the member is or will be entitled to receive benefits from a benefit formula component of the plan and the plan is not a jointly sponsored plan, the member’s benefit formula member-required contributions balance for that plan component immediately before the beginning of the most recently completed fiscal year and the member’s benefit formula member-required contributions balance for that plan component as at the end of the most recently completed fiscal year, and a reconciliation that accounts for the difference between those 2 balances by setting out the following as they relate to those balances:

(i) any member-required contributions made to the plan for application to that benefit formula component during the most recently completed fiscal year;

(ii) any interest credited during the most recently completed fiscal year;

(c) if the member has made additional voluntary contributions to the plan, the balance of the member’s additional voluntary contributions account immediately before the beginning of the most recently completed fiscal year and the balance of the member’s additional voluntary contributions account as at the end of the most recently completed fiscal year, and a reconciliation that accounts for the difference between those 2 balances by setting out the following as they relate to those balances:

(i) any additional voluntary contributions made during the most recently completed fiscal year;
(ii) any interest credited during the most recently completed fiscal year;

(iii) any administration expenses deducted, and any other payments or withdrawals made, during the most recently completed fiscal year;

(d) if the member has made optional ancillary contributions to the plan, the balance of the member’s optional ancillary contributions account immediately before the beginning of the most recently completed fiscal year and the balance of the member’s optional ancillary contributions account as at the end of the most recently completed fiscal year, and a reconciliation that accounts for the difference between those 2 balances by setting out the following as they relate to those balances:

(i) any optional ancillary contributions made during the most recently completed fiscal year;

(ii) any interest credited during the most recently completed fiscal year;

(iii) any administration expenses deducted, and any other payments or withdrawals made, during the most recently completed fiscal year;

(e) if the plan fund includes transferred contributions transferred to the plan by or on behalf of the member, the balance of the member’s transferred contributions account immediately before the beginning of the most recently completed fiscal year and the balance of the member’s transferred contributions account as at the end of the most recently completed fiscal year, and a reconciliation that accounts for the difference between those 2 balances by setting out the following as they relate to those balances:

(i) any transferred contributions that were transferred to the plan during the most recently completed fiscal year;

(ii) any interest credited during the most recently completed fiscal year;

(iii) any administration expenses deducted, and any other payments or withdrawals made, during the most recently completed fiscal year.

(4) An annual statement referred to in subsection (1) must contain or be accompanied with the following information if and as it applies to the member:
(a) if the member is or will be entitled to receive life income type benefits from the defined contribution component of the plan, the earliest date on which the member will be entitled to start receiving those benefits;

(b) if the member is or will be entitled to receive benefits from a benefit formula component of the plan, the following information respecting the member’s pension from that plan component:

   (i) the number of years that, as at the end of the most recently completed fiscal year, have been credited to the member for the purposes of calculating that pension;

   (ii) the amount that, as at the end of the most recently completed fiscal year, is the annual amount of that pension if that pension commences on the plan’s pension eligibility date;

   (iii) the earliest date on which the member will be entitled to start receiving a pension from that plan component;

   (iv) the earliest date on which the member will be entitled to start receiving a pension from that plan component without reduction or increase to the pension;

(c) if the member is or will be entitled to receive benefits from a defined benefit component of the plan, the solvency ratio of the defined benefit component as set out in the current actuarial valuation report, expressed as a percentage, and, if that solvency ratio is less than 100%,

   (i) a statement that the current actuarial valuation report has determined that the value of the assets of the defined benefit component would not have been sufficient to cover the defined benefit component benefits had the plan terminated on the review date applicable to that actuarial valuation report, and

   (ii) a statement of the steps being taken by the participating employer to address any solvency deficiency;

(d) if the member is or will be entitled to receive benefits from a target benefit component of the plan, the target benefit funded ratio of the target benefit component as set out in the current actuarial valuation report, expressed as a percentage, and, if that target benefit funded ratio is less than 100%,
(i) a statement that the current actuarial valuation report has determined that, as at the review date applicable to that actuarial valuation report, there was an unfunded liability in that the value of the assets of the target benefit component was not sufficient to cover the target benefit component benefits,

(ii) a statement of the steps being taken by the participating employer to address the unfunded liability,

(iii) a statement that failure to amortize the unfunded liability may result in a reduction of benefits, and

(iv) an explanation of how the member’s benefits would be affected were the member to terminate active membership when the target benefit funded ratio is less than one;

(e) if the plan text document provides that the member may make optional ancillary contributions, a statement setting out an estimate of the maximum amount of optional ancillary contributions that, under the plan text document of the plan, the member is entitled to contribute in the fiscal year following the most recently completed fiscal year;

(f) if the member is a suspended member, information about when and how the member may lift the suspension.

Annual statement for persons receiving pensions
32(1) For the purposes of section 37(1)(a) of the Act, an administrator of a pension plan must provide an annual statement to each person receiving a pension under the plan as follows:

(a) if the recipient of the statement is receiving life income type benefits from the defined contribution component of the plan, within 30 days after the end of each calendar year;

(b) for any other recipient of the statement, within 180 days after the end of each fiscal year.

(2) An annual statement referred to in subsection (1) must contain or be accompanied with the following information:

(a) the name of the plan and its Canada Revenue Agency registration number;
(b) the name of, and contact information for, the administrator;

(c) except where a notice under section 44 has been provided to the person, a summary of any amendments that affect the benefits to which the recipient of the statement is entitled and an explanation of how those amendments affect those benefits, as follows:

(i) if the recipient of the statement is receiving a pension from the benefit formula component of the plan, the amendments made to the plan text document during the most recently completed fiscal year;

(ii) if the recipient of the statement is or will be entitled to receive life income type benefits from the defined contribution component of the plan, the amendments made to the plan text document during the most recently completed calendar year;

(d) a statement of the right under section 37(2) and (3) of the Act of the recipient of the statement, and, if a joint and survivor form of pension was elected by the retired member, the joint annuitant, to examine, or to obtain from the administrator, additional information and records referred to in sections 43 and 46 of this Regulation.

(3) An annual statement referred to in subsection (1) that is being provided to a person who is receiving a pension from a benefit formula component of the plan must contain or be accompanied with the following information if and as it applies to that person:

(a) if the recipient of the statement is receiving benefits from a defined benefit component of the plan, the solvency ratio of the defined benefit component as set out in the current actuarial valuation report, expressed as a percentage, and, if that solvency ratio is less than 100%,

(i) a statement that the current actuarial valuation report has established that the value of the assets of the defined benefit component would not have been sufficient to cover the defined benefit component benefits had the plan terminated on the review date applicable to that actuarial valuation report, and

(ii) a statement of the steps being taken by the participating employer to address any solvency deficiency;

(b) if the recipient of the statement is receiving benefits from a target benefit component of the plan, the target benefit
funded ratio of the target benefit component as set out in the current actuarial valuation report, expressed as a percentage, and, if that target benefit funded ratio is less than 100%,

(i) a statement that the current actuarial valuation report has established that, as at the review date applicable to that actuarial valuation report, there was an unfunded liability in that the value of the assets of the target benefit component was not sufficient to cover the target benefit component benefits,

(ii) a statement of the steps being taken by the participating employer to address the unfunded liability, and

(iii) a statement that failure to amortize the unfunded liability may result in the reduction of benefits.

(4) An annual statement referred to in subsection (1) that is being provided to a person who is receiving life income type benefits from the defined contribution component of the plan must contain or be accompanied with the following information if and as it applies to that person:

(a) the balance of the recipient of the statement’s life income type benefits account immediately before the beginning of the most recently completed calendar year and the balance of the recipient of the statement’s life income type benefits account as at the end of the most recently completed calendar year, and a reconciliation that accounts for the difference between those 2 balances by setting out the following as they relate to those balances:

(i) any transfers into the life income type benefits account made during the most recently completed calendar year;

(ii) any interest credited during the most recently completed calendar year;

(iii) any administration expenses deducted during the most recently completed calendar year;

(iv) any life income type benefit payments, any transfers out of the life income type benefits account and any other payments or other withdrawals made during the most recently completed calendar year;

(b) the life income type benefits minimum amount for the calendar year in which the statement is provided;
(c) the life income type benefits maximum amount for the calendar year in which the statement is provided;

(d) a statement requiring the recipient of the statement to advise the administrator as to the amount of life income type benefit payments the recipient of the statement wishes to receive in the calendar year in which the statement is provided and indicating that, unless the recipient of the statement provides that advice, the administrator will pay the life income type benefits minimum amount for the calendar year in which the statement is provided.

Transfer statement for life income type benefits account

33(1) If a person who is receiving life income type benefits from the defined contribution component of the plan transfers money out of the person’s life income type benefits account under Division 8 of Part 8 of the Act to a life income fund or to another pension plan, the administrator must, within 30 days after the date of the transfer, provide to the person a statement showing the balance of the person’s life income type benefits account as at the end of the most recently completed calendar year and the balance of the person’s life income type benefits account as at the time of the transfer, and a reconciliation that accounts for the difference between those 2 balances by setting out the following as they relate to those balances:

(a) any interest credited between the beginning of the current calendar year and the time of the transfer;

(b) any administration expenses deducted between the beginning of the current calendar year and the time of the transfer;

(c) any payments and transfers made between the beginning of the current calendar year and the time of the transfer.

(2) If a person who is receiving life income type benefits from the defined contribution component of the plan transfers money into the person’s life income type benefits account, the administrator must, within 30 days after the date of the transfer, provide to the person information respecting

(a) the amount deposited into the life income type benefits account,

(b) the value of the life income type benefits account immediately after the deposit, and
(c) subject to subsection (3), the life income type benefits maximum amount that may be paid or transferred from the life income type benefits account, calculated with respect to the amount deposited into the life income type benefits account referred to in clause (a).

(3) The additional payment or transfer under subsection (2)(c) does not apply if the amount transferred into the life income type benefits account was transferred from another life income type benefits account or life income fund.

**Termination of active membership statement**

34(1) For the purposes of section 37(1)(a) of the Act, an administrator of a pension plan must, subject to subsection (5) of this section, provide a termination of active membership statement to each deferred member as follows:

(a) unless the plan is a collectively bargained multi-employer plan, within 60 days after the deferred member’s termination of active membership in the plan;

(b) if the plan is a collectively bargained multi-employer plan, within 90 days after the deferred member’s termination of active membership in the plan.

(2) A termination of active membership statement referred to in subsection (1) must contain or be accompanied with the following information:

(a) the name of the plan and its Canada Revenue Agency registration number;

(b) the name of, and contact information for, the administrator;

(c) the plan’s pension eligibility date;

(d) the name and date of birth of the member;

(e) the date on which the member joined the plan;

(f) the date on which the member terminated active membership in the plan;

(g) the name of the member’s pension partner, if any;

(h) the name of the member’s designated beneficiary, if any;

(i) a statement of the right under section 37(2) and (3) of the Act of the member to examine, or to obtain from the
administrator, additional information and records referred to in sections 43 and 46 of this Regulation.

(3) A termination of active membership statement referred to in subsection (1) must contain or be accompanied with whichever one or more of the following reconciliations apply to the member:

(a) if the member is entitled to receive benefits from the defined contribution component of the plan, the balance of the member’s defined contribution account as at the end of the most recently completed fiscal year and the balance of the member’s defined contribution account as at the date of the member’s termination of active membership, and a reconciliation that accounts for the difference between those 2 balances by setting out the following as they relate to those balances:

(i) any member-required contributions made since the end of the most recently completed fiscal year;

(ii) any employer contributions made since the end of the most recently completed fiscal year;

(iii) any interest credited since the end of the most recently completed fiscal year;

(iv) any administration expenses deducted, and any other payments or withdrawals made, since the end of the most recently completed fiscal year;

(b) if the member is entitled to receive benefits from a benefit formula component of the plan and the plan is not a jointly sponsored plan, the member’s benefit formula member-required contributions balance for that plan component as at the end of the most recently completed fiscal year and the member’s benefit formula member-required contributions balance for that plan component as at the date of the member’s termination of active membership, and a reconciliation that accounts for the difference between those 2 balances by setting out the following as they relate to those balances:

(i) any member-required contributions made to the plan for application to that benefit formula component since the end of the most recently completed fiscal year;

(ii) any interest credited since the end of the most recently completed fiscal year;
(c) if the member has made additional voluntary contributions to the plan, the balance of the member’s additional voluntary contributions account as at the end of the most recently completed fiscal year and the balance of the member’s additional voluntary contributions account as at the date of the member’s termination of active membership, and a reconciliation that accounts for the difference between those 2 balances by setting out the following as they relate to those balances:

(i) any additional voluntary contributions made since the end of the most recently completed fiscal year;

(ii) any interest credited since the end of the most recently completed fiscal year;

(iii) any administration expenses deducted, and any other payments or withdrawals made, since the end of the most recently completed fiscal year;

(d) if the member has made optional ancillary contributions to the plan, the balance of the member’s optional ancillary contributions account as at the end of the most recently completed fiscal year and the balance of the member’s optional ancillary contributions account as at the date of the member’s termination of active membership, and a reconciliation that accounts for the difference between those 2 balances by setting out the following as they relate to those balances:

(i) any optional ancillary contributions made since the end of the most recently completed fiscal year;

(ii) any interest credited since the end of the most recently completed fiscal year;

(iii) any administration expenses deducted, and any other payments or withdrawals made, since the end of the most recently completed fiscal year;

(e) if the plan fund includes transferred contributions transferred to the plan by or on behalf of the member, the balance of the member’s transferred contributions account as at the end of the most recently completed fiscal year and the balance of the member’s transferred contributions account as at the date of the member’s termination of active membership, and a reconciliation that accounts for the difference between those 2 balances by setting out the following as they relate to those balances:
Section 34  EMPLOYMENT PENSION PLANS REGULATION  AR 154/2014

(i) any transferred contributions that were transferred to the plan since the end of the most recently completed fiscal year;

(ii) any interest credited since the end of the most recently completed fiscal year;

(iii) any administration expenses deducted, and any other payments or withdrawals made, since the end of the most recently completed fiscal year.

(4) A termination of active membership statement referred to in subsection (1) must contain or be accompanied with the following information if and as it applies to the member:

(a) if the member is entitled or required to transfer money out of the plan under Division 8 of Part 8 of the Act,

(i) the commuted value of the pension to which the member is entitled as at the date of the member’s termination of active membership, and

(ii) the maximum amount that under the Income Tax Regulations (Canada) may be transferred out of the plan to an RRSP, a RRIF or another pension plan and the amount, if any, by which the amount to which the member is entitled exceeds that maximum;

(b) if the member is entitled to receive benefits from a benefit formula component of the plan, the following information respecting the member’s pension from that plan component:

(i) the number of years that, as at the date of the member’s termination of active membership, have been credited to the member for the purposes of calculating that pension;

(ii) the amount that, as at the date of the member’s termination of active membership, is the annual amount of that pension if that pension commences on the plan’s pension eligibility date;

(c) if the member is entitled to receive benefits from a defined benefit component of the plan, the solvency ratio of the defined benefit component as set out in the current actuarial valuation report, expressed as a percentage, and unless section 90(3)(a)(ii) applies, if there is a transfer deficiency applicable to the member’s benefits,
(i) a statement that the current actuarial valuation report has established that there is a transfer deficiency in that the value of the assets of the defined benefit component would not have been sufficient to cover the defined benefit component benefits had the plan terminated on the review date applicable to that actuarial valuation report,

(ii) the amount of the transfer deficiency,

(iii) a statement indicating that the amount of pension referred to in subsection (4)(a)(i), as at the date of the member’s termination of active membership, the member is entitled to receive is the commuted value referred to in that clause less the transfer deficiency,

(iv) a statement explaining, in accordance with section 90(3), when the member will be entitled to receive the transfer deficiency, and

(v) a statement indicating that the amount the member is entitled to receive on the date referred to in subclause (iv) is the transfer deficiency plus interest calculated in accordance with section 73(3);

(d) if the member is entitled to receive benefits from a target benefit component of the plan, the target benefit funded ratio of the target benefit component as set out in the current actuarial valuation report, expressed as a percentage, and, if that target benefit funded ratio is less than 100%,

(i) a statement that the current actuarial valuation report has established that, as at the review date applicable to that actuarial valuation report, there was an unfunded liability in the target benefit component in that the value of the assets of the target benefit component was not sufficient to cover the target benefit component benefits,

(ii) a statement of the steps being taken by the participating employer to address the unfunded liability,

(iii) a statement that failure to amortize the unfunded liability may result in a reduction of benefits, and

(iv) a statement that if the member elects, as at the date of the member’s termination of active membership, to transfer the benefits to which he or she is entitled under the target benefit component, he or she is
entitled to the amount determined by multiplying the
commuted value referred to in subsection (4)(a)(i) by
the plan’s target benefit funded ratio as at the review
date applicable to current actuarial valuation report;

(e) the amount of the member’s excess contributions;

(f) an explanation of

(i) the options available to the member under the plan
text document in relation to each of his or her
benefits under the plan,

(ii) the deadlines under the plan text document for
choosing any of those options,

(iii) the consequences, if any, under the plan text
document of not meeting those deadlines, and

(iv) for each option that will lead to money being
locked-in money, what that means to the member;

(g) if, under the plan text document, the member may or must
defer receiving a pension until the plan’s pension
eligibility date,

(i) an explanation of what happens to the member’s
benefits if the member dies before pension
commencement, including, without limitation, an
explanation of the pension partner’s waiver option
under section 89(1)(b) of the Act,

(ii) an explanation of the options available to the
member to elect a pension commencement date that
is earlier or later than the plan’s pension eligibility
date, and an explanation of any adjustments to the
amount of pension in each case,

(iii) an explanation of any cost of living adjustment
provision of the plan text document that apply to the
deferred pension,

(iv) the name and address of the person to whom
application must be made to start receiving the
pension,

(v) a statement indicating that the member must notify
the administrator of any change of the member’s
address,

(vi) in the case of a plan of which the plan text document
contains a benefit formula provision, a statement of
the circumstances under which the member’s benefits under the benefit formula provision may be reduced, and

(vii) a statement indicating that the amount, if any, of the member’s excess contributions will be recalculated and paid at the member’s pension commencement date;

(h) whichever of the following is applicable:

(i) a statement that the pension legislation of Alberta applies to determine the benefit entitlement of the member;

(ii) if, under section 1(9) of the Act, pension legislation of a jurisdiction other than Alberta applies to determine the benefit entitlement of the member, a statement identifying that jurisdiction and indicating that its pension legislation applies to determine the benefit entitlement of the member;

(5) A member is not entitled to receive a statement under subsection (1) if the member has received a statement under section 37 in relation to the plan.

Information statement on marriage breakdown

35(1) For the purposes of section 37(1)(a) and (d) of the Act, an administrator of a pension plan must, provide to each of the member pension partner and non-member pension partner, within 90 days after receiving a written request for it from either of them, a statement on marriage breakdown.

(2) A statement on marriage breakdown must contain or be accompanied with the following information:

(a) the name of the plan and its Canada Revenue Agency registration number;

(b) the name of, and contact information for, the administrator;

(c) the plan’s pension eligibility date.

(3) A statement on marriage breakdown must contain or be accompanied with whichever one or more of the following reconciliations apply to the member pension partner:

(a) if the member pension partner is entitled to receive benefits from the defined contribution component of the
plan, the balance of the member pension partner’s defined contribution account as at the end of the most recently completed fiscal year and the balance of the member pension partner’s defined contribution account as at the date of the date specified in the request, and a reconciliation that accounts for the difference between those 2 balances by setting out the following as they relate to those balances:

(i) any member-required contributions made by the member pension partner since the end of the most recently completed fiscal year;

(ii) any employer contributions made since the end of the most recently completed fiscal year;

(iii) any interest credited since the end of the most recently completed fiscal year;

(iv) any administration expenses deducted since the end of the most recently completed fiscal year;

(v) any payments or other withdrawals made since the end of the most recently completed fiscal year;

(b) if the member pension partner is not receiving a pension under the plan and has made additional voluntary contributions to the plan, the balance of the member pension partner’s additional voluntary contributions account as at the end of the most recently completed fiscal year and the balance of the member pension partner’s additional voluntary contributions account as at the date of the date specified in the request, and a reconciliation that accounts for the difference between those 2 balances by setting out the following as they relate to those balances:

(i) any additional voluntary contributions made since the end of the most recently completed fiscal year;

(ii) any interest credited since the end of the most recently completed fiscal year;

(iii) any administration expenses deducted since the end of the most recently completed fiscal year;

(iv) any amounts, other than expenses referred to in subclause (iii), withdrawn since the end of the most recently completed fiscal year;
(c) if the member pension partner is not receiving a pension under the plan and has made optional ancillary contributions to the plan, the balance of the member pension partner’s optional ancillary contributions account as at the end of the most recently completed fiscal year and the balance of the member pension partner’s optional ancillary contributions account as at the date of the date specified in the request, and a reconciliation that accounts for the difference between those 2 balances by setting out the following as they relate to those balances:

(i) any optional ancillary contributions made since the end of the most recently completed fiscal year;

(ii) any interest credited since the end of the most recently completed fiscal year;

(iii) any administration expenses deducted since the end of the most recently completed fiscal year;

(iv) any amounts, other than expenses referred to in subclause (iii), withdrawn since the end of the most recently completed fiscal year;

(d) if the member pension partner is not receiving a pension under the plan and the plan fund includes transferred contributions transferred to the plan by or on behalf of the member pension partner, the balance of the member pension partner’s transferred contributions account as at the end of the most recently completed fiscal year and the balance of the member pension partner’s transferred contributions account as at the date of the date specified in the request, and a reconciliation that accounts for the difference between those 2 balances by setting out the following as they relate to those balances:

(i) any transferred contributions that were transferred to the plan since the end of the most recently completed fiscal year;

(ii) any interest credited since the end of the most recently completed fiscal year;

(iii) any administration expenses deducted since the end of the most recently completed fiscal year;

(iv) any payments or other withdrawals made since the end of the most recently completed fiscal year;

(e) if the member pension partner is not receiving a pension under the plan and is entitled to receive benefits from a
benefit formula component of the plan and the plan is not a jointly sponsored plan, the member pension partner’s benefit formula member-required contributions balance for that plan component as at the end of the most recently completed fiscal year and the member pension partner’s benefit formula member-required contributions balance for that plan component as at the date of the date specified in the request, and a reconciliation that accounts for the difference between those 2 balances by setting out the following as they relate to those balances:

(i) any member-required contributions made by the member pension partner to the plan for application to that benefit formula component since the end of the most recently completed fiscal year;

(ii) any interest credited since the end of the most recently completed fiscal year.

(4) A statement on marriage breakdown must contain or be accompanied with the following information if and as it applies to the member pension partner:

(a) the member pension partner’s name and date of birth;

(b) the date on which the member pension partner joined the plan;

(c) the date, if applicable, on which the member pension partner terminated active membership in the plan;

(d) if the member pension partner is not receiving a pension under the plan, the following information respecting the member pension partner’s benefit:

(i) the number of years that, as at the date specified in the request, have been credited to the member pension partner for the purposes of calculating that pension;

(ii) the amount that, as at the date specified in the request, is the annual amount of that pension if that pension commences on the plan’s pension eligibility date;

(iii) the commuted value of the pension calculated in accordance with section 82(4) or (5) as applicable, to which the member pension partner is entitled as at the date specified in the request;
(e) if the member pension partner is receiving a pension under the plan, the annual amount and form of pension being paid to the member pension partner;

(f) if the member pension partner is or will be entitled to receive benefits from a defined benefit component of the plan, the solvency ratio of the defined benefit component as set out in the most recently filed actuarial valuation report, expressed as a percentage, and, if that solvency ratio is less than 100%,

(i) a statement that the most recently filed actuarial valuation report has determined that the value of the assets of the defined benefit component would not have been sufficient to cover the defined benefit component benefits had the plan terminated on the review date applicable to that actuarial valuation report, and

(ii) a statement of the steps being taken by the participating employer to address any solvency deficiency;

(g) if the member pension partner is or will be entitled to receive benefits from a target benefit component of the plan, the target benefit funded ratio of the target benefit component as set out in the most recently filed actuarial valuation report, expressed as a percentage, and if that target benefit funded ratio is less than 100%,

(i) a statement that the most recently filed actuarial valuation report has determined that, as at the review date applicable to that actuarial valuation report, there was an unfunded liability in that the value of the assets of the target benefit component was not sufficient to cover the target benefit component benefits, and

(ii) a statement of the steps being taken by the participating employer to address the unfunded liability;

(h) whichever of the following is applicable:

(i) a statement that the pension legislation of Alberta applies to determine the benefit entitlement of the member pension partner;

(ii) if, under section 1(9) of the Act, pension legislation of a jurisdiction other than Alberta applies to determine the benefit entitlement of the member
Section 36  EMPLOYMENT PENSION PLANS REGULATION  AR 154/2014

pension partner, a statement identifying that jurisdiction and indicating that its pension legislation applies to determine the benefit entitlement of the member pension partner;

(i) a statement of the right under section 37(2) and (4) of the Act of the member pension partner and non-member pension partner to examine, or to obtain from the administrator, additional information and records referred to in section 43 of this Regulation.

Information statement after filing matrimonial property order or agreement

36(1) For the purposes of section 37(1)(a) and (d) of the Act, an administrator of a pension plan must provide an information statement to the member pension partner and non-member pension partner within 60 days after a matrimonial property order or matrimonial property agreement that meets the requirements of section 80 of this Regulation has been filed by either the member pension partner or the non-member pension partner.

(2) A statement referred to in subsection (1) must contain or be accompanied with the following information:

(a) the name of the plan and its Canada Revenue Agency registration number;

(b) the name of, and contact information for, the administrator.

(3) Where the non-member pension partner’s share is to be satisfied in accordance with section 81(2) or (3)(a), a statement referred to in subsection (1) must be provided to the non-member pension partner and must contain or be accompanied with the following information:

(a) the amount of the non-member pension partner’s share;

(b) if the member pension partner is entitled to receive benefits from a defined benefit component of the plan, the solvency ratio of the defined benefit component as set out in the most recently filed actuarial valuation report, expressed as a percentage, and, unless section 90(3)(a)(ii) applies, if there is a transfer deficiency applicable to the non-member pension partner’s share;

(i) a statement that the most recently filed actuarial valuation report has established that there is a transfer deficiency in that the value of the assets of the defined benefit component would not have been
sufficient to cover the defined benefit component benefits had the plan terminated on the review date applicable to that actuarial valuation report;

(ii) the amount of the transfer deficiency;

(iii) a statement indicating that the amount that, as at the date of the transfer of the non-member pension partner’s share, the non-member pension partner is entitled to receive is the amount referred to in clause (a) less the transfer deficiency;

(iv) a statement explaining, in accordance with section 90(3), when the non-member pension partner will be entitled to receive the transfer deficiency;

(v) a statement indicating that the amount the member pension partner is entitled to receive on the date referred to in subclause (iv) is the transfer deficiency plus interest calculated in accordance with section 73(3);

(c) if the member pension partner is entitled to receive benefits from a target benefit component of the plan, the target benefit funded ratio of the target benefit component as set out in the most recently filed actuarial valuation report, expressed as a percentage, and, if that target benefit funded ratio is less than 100%,

(i) a statement that the most recently filed actuarial valuation report has established that, as at the review date applicable to that actuarial valuation report, there was an unfunded liability in the target benefit component in that the value of the assets of the target benefit component was not sufficient to cover the target benefit component benefits, and

(ii) a statement indicating that the amount that, as at the date of the transfer of the non-member pension partner’s share, the non-member pension partner is entitled to receive is the amount referred to in clause (a) multiplied by the plan’s target benefit funded ratio as at the review date applicable to most recently filed actuarial valuation report;

(d) an explanation of

(i) the options available to the non-member pension partner under the plan text document in relation to his or her share,
(ii) the deadlines under the plan text document for choosing any of those options,

(iii) the consequences, if any, under the plan text document of not meeting those deadlines, and

(iv) for each option that will lead to money being locked-in money, what that means to the non-member pension partner;

(e) whichever of the following is applicable:

(i) a statement that the pension legislation of Alberta applies to determine the benefit entitlement of the member;

(ii) if, under section 1(9) of the Act, pension legislation of a jurisdiction other than Alberta applies to determine the benefit entitlement of the member, a statement identifying that jurisdiction and indicating that its pension legislation applies to determine the benefit entitlement of the member;

(f) a statement of the right under section 37(2) and (4) of the Act of the non-member pension partner to examine, or to obtain from the administrator, additional information and records referred to in sections 43 and 46 of this Regulation.

(4) Where the non-member pension partner’s share is to be satisfied in accordance with section 81(3)(b), a statement referred to in subsection (1) must be provided to the non-member pension partner and must contain or be accompanied with the following information:

(a) a statement that the non-member pension partner’s share will be determined at the earlier of the member pension partner’s termination of active membership, or termination of the plan;

(b) a statement that, when the non-member pension partner’s share is determined under clause (a), the information in subsection (3) will be provided to the non-member pension partner as calculated as of that date;

(c) the name and address of the person to whom the application must be made to receiving the non-member pension partner’s share;
(d) a statement indicating that the non-member pension partner must notify the administrator of any change of the non-member pension partner’s address;

(e) in the case of a plan of which the plan text document contains a benefit formula provision, a statement of the circumstances under which the non-member pension partner’s benefits under the benefit formula provision may be reduced.

(5) Where the non-member pension partner’s share is to be satisfied in accordance with section 81(3)(c) or (5), a statement referred to in subsection (1) must be provided to the non-member pension partner and must contain or be accompanied with an explanation of the following:

(a) the form of pension that is payable to the non-member pension partner;

(b) the annual amount of pension payable to the non-member pension partner;

(c) in the case of a plan of which the plan text document contains a benefit formula provision, a statement of the circumstances under which the non-member pension partner’s pension under the plan may be reduced.

(6) A statement referred to in subsection (1) must be provided to the member pension partner and must contain or be accompanied with the following:

(a) a statement of the date the division became effective;

(b) a summary and description of the remaining benefits to which the member pension partner will be entitled after the distribution of the non-member pension partner’s share.

Retirement statement

37(1) For the purposes of section 37(1)(a) of the Act, an administrator of a pension plan who receives a completed application, in the form required by the administrator, for commencement of a pension from a plan component must provide a retirement statement to the applicant.

(2) An application under subsection (1) for commencement of a pension must

(a) be in the form required by the administrator,
(b) contain all the information necessary to allow the administrator to prepare the retirement statement, and

(c) include or be supplemented by all other documents necessary to allow the administrator to prepare the retirement statement.

(3) A retirement statement referred to in subsection (1) must be provided

(a) on or before the date that is 60 days after the date of the receipt of an application that complies with subsection (2), or

(b) if the application is received more than 120 days before the member’s pension commencement date, on or before the later of

(i) the date that is 60 days after the date of the receipt of an application that complies with subsection (2), and

(ii) the date that is 120 days before the date on which the pension commences.

(4) A retirement statement referred to in subsection (1) must contain or be accompanied with the following information:

(a) the name of the plan and its Canada Revenue Agency registration number;

(b) the name of, and contact information for, the administrator;

(c) the name and date of birth of the member;

(d) the date on which the member joined the plan;

(e) the date on which the member terminated active membership in the plan;

(f) the member’s pension commencement date;

(g) if the member has a pension partner, the pension partner’s name and date of birth;

(h) the name of the member’s designated beneficiary, if any;

(i) a statement of the right under section 37(2) and (3) of the Act of the member to examine, or to obtain from the administrator, additional information and records referred to in sections 43 and 46 of this Regulation.
(5) A retirement statement referred to in subsection (1) must contain or be accompanied with whichever one or more of the following reconciliations apply to the member:

(a) if the member is entitled to receive benefits from the defined contribution component of the plan, the balance of the member’s defined contribution account as at the end of the most recently completed fiscal year and the balance of the member’s defined contribution account as at the member’s pension commencement date, and a reconciliation that accounts for the difference between those 2 balances by setting out the following as they relate to those balances:

(i) any member-required contributions since the end of the most recently completed fiscal year;

(ii) any employer contributions since the end of the most recently completed fiscal year;

(iii) any interest credited since the end of the most recently completed fiscal year;

(iv) any administration expenses deducted, and any other payments or withdrawals made, since the end of the most recently completed fiscal year;

(b) if the member is entitled to receive benefits from a benefit formula component of the plan and the plan is not a jointly sponsored plan, the member’s benefit formula member-required contributions balance for that plan component as at the end of the most recently completed fiscal year and the member’s benefit formula member-required contributions balance for that plan component as at the member’s pension commencement date, and a reconciliation that accounts for the difference between those 2 balances by setting out the following as they relate to those balances:

(i) any member-required contributions made to the plan for application to that benefit formula component since the end of the most recently completed fiscal year;

(ii) any interest credited since the end of the most recently completed fiscal year;

(c) if the member has made additional voluntary contributions to the plan, the balance of the member’s additional voluntary contributions account as at the end of the most recently completed fiscal year and the balance of the
member’s additional voluntary contributions account as at the member’s pension commencement date, and a reconciliation that accounts for the difference between those 2 balances by setting out the following as they relate to those balances:

(i) any additional voluntary contributions made since the end of the most recently completed fiscal year;

(ii) any interest credited since the end of the most recently completed fiscal year;

(iii) any administration expenses deducted, and any other payments or withdrawals made, since the end of the most recently completed fiscal year;

(iv) any amounts, other than expenses referred to in subclause (iii), withdrawn since the end of the most recently completed fiscal year;

(d) if the member has made optional ancillary contributions to the plan, the balance of the member’s optional ancillary contributions account as at the end of the most recently completed fiscal year and the balance of the member’s optional ancillary contributions account as at the member’s pension commencement date, and a reconciliation that accounts for the difference between those 2 balances by setting out the following as they relate to those balances:

(i) any optional ancillary contributions made since the end of the most recently completed fiscal year;

(ii) any interest credited since the end of the most recently completed fiscal year;

(iii) any administration expenses deducted, and any other payments or withdrawals made, since the end of the most recently completed fiscal year;

(iv) any amounts, other than expenses referred to in subclause (iii), withdrawn since the end of the most recently completed fiscal year;

(e) if the plan fund includes transferred contributions transferred to the plan by or on behalf of the member, the balance of the member’s transferred contributions account as at the end of the most recently completed fiscal year and the balance of the member’s transferred contributions account as at the member’s pension commencement date, and a reconciliation that accounts for the difference
between those 2 balances by setting out the following as they relate to those balances:

(i) any transferred contributions that were transferred to the plan since the end of the most recently completed fiscal year;

(ii) any interest credited since the end of the most recently completed fiscal year;

(iii) any administration expenses deducted, and any other payments or withdrawals made, since the end of the most recently completed fiscal year.

(6) A retirement statement referred to in subsection (1) must contain or be accompanied with the following information if and as it applies to the member and the plan component from which the pension is to be paid:

(a) if the member is entitled to receive benefits from a benefit formula component of the plan, the following:

(i) the amount of the member’s excess contributions;

(ii) an explanation of

(A) the form of pension that is described as the normal form of pension in the plan text document and the other forms of pension that are available under the plan text document,

(B) the method by which the member must elect one of those options,

(C) the annual amount of pension payable to the member under each of those options, and

(D) the circumstances under which the member’s benefits under the plan may be reduced;

(iii) if the member has a pension partner, a statement that before the member may elect a form of pension other than a joint and survivor pension, the member has informed the member’s pension partner that a waiver under section 90(4) of the Act in Form 4 must be signed and provided to the administrator;

(iv) if the plan text document provides for the conversion of optional ancillary contributions to optional ancillary benefits, a statement setting out
(A) the cost of each of the optional ancillary benefits that are available to the member, and

(B) that if any optional ancillary contribution is not converted to optional ancillary benefits, the unconverted optional ancillary contribution is forfeited and remains in the plan fund;

(v) if the plan text document has an indexation provision, details of an explanation of any indexation provisions of the plan text document that apply to the member’s pension;

(b) an explanation of

(i) the options available to the member under the plan text document in relation to each of his or her benefits under the plan,

(ii) the deadlines under the plan text document for choosing any of those options, and

(iii) the consequences, if any, under the plan text document of not meeting those deadlines.

(7) If the member to whom the retirement statement referred to in subsection (1) is to be provided may elect to receive life income type benefits from the defined contribution component of the plan, the retirement statement must contain or be accompanied with the following information if and as it applies to the member:

(a) the life income type benefits minimum amount for the calendar year in which the statement is provided;

(b) the life income type benefits maximum amount for the calendar year in which the statement is provided;

(c) a statement indicating that if the member elects to receive life income type benefits from the defined contribution component, the member must advise the administrator as to the amount of life income type benefit payments the member wishes to receive in the calendar year in which the statement is provided and indicating that, unless the member provides that advice, the administrator will pay the life income type benefits minimum amount for the calendar year in which the statement is provided;

(d) if the member has a pension partner, a statement that before the member may elect to receive a life income type benefit, the member has informed the member’s pension
partner that a waiver under section 90(4) of the Act in Form 8 must be signed and provided to the administrator.

**Phased retirement benefit statement**

38(1) For the purposes of sections 37(1)(a) and 93 of the Act, an administrator of a pension plan who receives from an active member a completed application, in the form required by the administrator, for a phased retirement benefit must, within 60 days after receipt of the application, provide a phased retirement benefit statement to the applicant.

(2) An application under subsection (1) for a phased retirement benefit must

(a) be in the form required by the administrator,

(b) contain all the information necessary to allow the administrator to prepare the phased retirement benefit statement, and

(c) include or be supplemented by all other documents necessary to allow by the administrator to prepare the phased retirement benefit statement.

(3) A phased retirement benefit statement referred to in subsection (1) must contain or be accompanied with the following information:

(a) the name of the plan and its Canada Revenue Agency registration number;

(b) the name of, and contact information for, the administrator;

(c) the name and date of birth of the member;

(d) the date on which the member joined the plan;

(e) the amount of pension to which the member would be entitled if he or she retired as at the date of the statement;

(f) the annual amount of pension that, as at the date of the statement, the member will be entitled to receive if that pension commences on the plan’s pension eligibility date;

(g) the phased retirement benefit to which the member is entitled, expressed as both

(i) a percentage of the pension amount referred to in clause (e), and
(ii) a dollar amount;

(h) a statement explaining whether, and if so how, the member’s pension may be reduced as a result of the member accepting a phased retirement benefit;

(i) the frequency with which, if at all, the phased retirement benefits will be adjusted during the period during which phased retirement benefits are to be paid, and the basis on which those adjustments are to be made;

(j) a notice that the phased retirement benefit does not constitute pension under the Act;

(k) an explanation of what happens to the member’s benefits if the member dies before pension commencement, including, without limitation, an explanation of the pension partner’s waiver option under section 89(1)(b) of the Act.

**Lump sum payment statement**

39(1) For the purposes of sections 37(1)(a) and 94 of the Act, an administrator of a pension plan who receives from an active member a completed application, in the form required by the administrator, to receive a lump sum payment under section 94 of the Act must, within 60 days after receipt of the application, provide a lump sum payment statement to the applicant.

(2) An application under subsection (1) for a lump sum payment must

   (a) be in the form required by the administrator,

   (b) contain all the information necessary to allow the administrator to prepare the phased retirement benefit statement, and

   (c) include or be supplemented by all other documents necessary to allow the administrator to prepare the phased retirement benefit statement.

(3) A lump sum payment statement referred to in subsection (1) must contain or be accompanied with the following information:

   (a) the name of the plan and its Canada Revenue Agency registration number;

   (b) the name of, and contact information for, the administrator;
(c) the name and date of birth of the member;

(d) the name of the member’s pension partner, if any;

(e) an explanation of the requirement for a pension partner’s consent under section 88(2)(b);

(f) the maximum lump sum payment the member is permitted to receive in the fiscal year in which the statement is provided;

(g) the balance of the member’s defined contribution account as at the date of the statement;

(h) a statement that the receipt of a lump sum payment under section 94 of the Act will reduce the benefit payable to the member at the member’s termination of active membership or at the member’s pension commencement date.

Statement on death of member before pension commencement

40(1) For the purposes of section 37(1)(b) of the Act, if a member of a pension plan who was entitled to receive a pension from a plan component dies before beginning to receive a pension from that plan component, the administrator must provide a pre-retirement death benefits statement to the person referred to in subsection (2) within 60 days after receipt of proof of the deceased member’s death.

(2) A pre-retirement death benefits statement referred to in subsection (1) must be provided

(a) to the deceased member’s surviving pension partner, or

(b) if the deceased member has no pension partner at the time of death, or if the deceased member’s pension partner has signed a waiver under section 89(1)(b) of the Act in Form 5,

(i) to the deceased member’s designated beneficiary, or

(ii) if there is no living designated beneficiary, to the personal representative of the deceased member’s estate.

(3) A pre-retirement death benefits statement referred to in subsection (1) must contain or be accompanied with the following information:
(a) the name of the plan and its Canada Revenue Agency registration number;
(b) the name of, and contact information for, the administrator;
(c) the name and date of death of the deceased member;
(d) the name of the deceased member’s pension partner, if any;
(e) the name of the deceased member’s designated beneficiary, if any;
(f) a statement of the right under sections 37(2) and (3) of the Act of the person to whom the pre-retirement death benefits statement is provided to examine, or to obtain from the administrator, additional information and records referred to in sections 43 and 46 of this Regulation.

(4) A pre-retirement death benefits statement referred to in subsection (1) must contain or be accompanied with whichever one or more of the following reconciliations apply to the member:

(a) if the deceased member was entitled to receive benefits from the defined contribution component of the plan, the balance of the deceased member’s defined contribution account as at the end of the most recently completed fiscal year and the balance of the deceased member’s defined contribution account as at the date of the deceased member’s death, and a reconciliation that accounts for the difference between those 2 balances by setting out the following as they relate to those balances:

(i) any member-required contributions made since the end of the most recently completed fiscal year;
(ii) any employer contributions made since the end of the most recently completed fiscal year;
(iii) any interest credited since the end of the most recently completed fiscal year;
(iv) any administration expenses deducted, and any other payments or withdrawals made, since the end of the most recently completed fiscal year;

(b) if the deceased member was entitled to receive benefits from a benefit formula component of the plan and the plan is not a jointly sponsored plan, the deceased member’s benefit formula member-required contributions balance
for that plan component as at the end of the most recently completed fiscal year and the deceased member’s benefit formula member-required contributions balance for that plan component as at the date of the deceased member’s death, and a reconciliation that accounts for the difference between those 2 balances by setting out the following as they relate to those balances:

(i) any member-required contributions made to the plan for application to that benefit formula component of the plan since the end of the most recently completed fiscal year;

(ii) any interest credited since the end of the most recently completed fiscal year;

(c) if the deceased member had made additional voluntary contributions to the plan, the balance of the deceased member’s additional voluntary contributions account as at the end of the most recently completed fiscal year and the balance of the deceased member’s additional voluntary contributions account as at the date of the deceased member’s death, and a reconciliation that accounts for the difference between those 2 balances by setting out the following as they relate to those balances:

(i) any additional voluntary contributions made since the end of the most recently completed fiscal year;

(ii) any interest credited since the end of the most recently completed fiscal year;

(iii) any administration expenses deducted, and any other payments or withdrawals made, since the end of the most recently completed fiscal year;

(d) if the deceased member had made optional ancillary contributions to the plan, the balance of the deceased member’s optional ancillary contributions account as at the end of the most recently completed fiscal year and the balance of the deceased member’s optional ancillary contributions account as at the date of the deceased member’s death, and a reconciliation that accounts for the difference between those 2 balances by setting out the following as they relate to those balances:

(i) any optional ancillary contributions made since the end of the most recently completed fiscal year;

(ii) any interest credited since the end of the most recently completed fiscal year;
(iii) any administration expenses deducted, and any other payments or withdrawals made, since the end of the most recently completed fiscal year;

(e) if the plan fund includes transferred contributions transferred to the plan by or on behalf of the deceased member, the balance of the deceased member’s transferred contributions account as at the end of the most recently completed fiscal year and the balance of the deceased member’s transferred contributions account as at the date of the deceased member’s death, and a reconciliation that accounts for the difference between those 2 balances by setting out the following as they relate to those balances:

(i) any transferred contributions that were transferred to the plan since the end of the most recently completed fiscal year;

(ii) any interest credited since the end of the most recently completed fiscal year;

(iii) any administration expenses deducted, and any other payments or withdrawals made, since the end of the most recently completed fiscal year;

(5) A pre-retirement death benefits statement referred to in subsection (1) must contain or be accompanied with the following information if and as it applies to the deceased member:

(a) if the deceased member had no pension partner at the time of death, or if the deceased member’s pension partner has signed a waiver in Form 5, the amount that is payable to the deceased member’s designated beneficiary or personal representative of the deceased member’s estate under section 89(1)(b) or (c) of the Act and the basis on which it was calculated;

(b) if the deceased member had a pension partner at the time of death and that pension partner has not signed the waiver in Form 5, and the surviving pension partner is entitled to receive a pension from a benefit formula component of the plan, the following information respecting the pension:

(i) the number of years that, as at the date of the deceased member’s death, have been credited to the deceased member for the purposes of calculating the deceased member’s pension;
(ii) the annual amount of pension that the surviving pension partner is entitled to receive;

(iii) the commuted value of the pension that the pension partner is entitled to receive;

(iv) the maximum amount that under the *Income Tax Regulations* (Canada) may be transferred out of the plan to an RRSP, a RRIF or another pension plan and the amount, if any, by which the amount to which the surviving pension partner is entitled exceeds that maximum;

(v) the amount of the deceased member’s excess contributions;

(c) if the deceased member had a pension partner at the time of death and that pension partner has not signed the waiver in Form 5, and the plan text document of the plan provides that the surviving pension partner must transfer the commuted value of the deceased member’s benefits from the plan, the following information:

(i) the commuted value of the pension that the pension partner is entitled to receive;

(ii) the maximum amount that under the *Income Tax Regulations* (Canada) may be transferred out of the plan to an RRSP, a RRIF or another pension plan and the amount, if any, by which the amount to which the surviving pension partner is entitled exceeds that maximum;

(iii) the amount of the deceased member’s excess contributions, if any;

(d) if the deceased member had a pension partner at the time of death and that pension partner has not signed the waiver in Form 5 and the plan text document of the plan does not provide that the surviving pension must transfer the commuted value of the deceased member’s benefit from the plan, the following information:

(i) an explanation of what happens to the surviving pension partner’s benefits if the surviving pension partner dies before pension commencement,

(ii) an explanation of the options available to the surviving pension partner to elect a pension commencement date that is earlier or later than the plan’s pension eligibility date, and an explanation of
any adjustments to the amount of pension in each case,

(iii) an explanation of any indexation provisions of the plan text document that apply to the deferred pension,

(iv) the name and address of the person to whom application must be made to start receiving the pension,

(v) a statement indicating that the surviving pension partner must notify the administrator of any change of the surviving pension partner’s address, and

(vi) in the case of a plan of which the plan text document contains a benefit formula provision, a statement of when and how the surviving pension partner’s benefits under the benefit formula component may be reduced;

(e) if the deceased member was entitled to receive benefits from a defined benefit component of the plan, the solvency ratio of the defined benefit component as set out in the current actuarial valuation report, expressed as a percentage, and, unless section 90(3)(a)(ii) applies, if there is a transfer deficiency applicable to the deceased member’s pension,

(i) a statement that the current actuarial valuation report has established that there is a transfer deficiency in that the value of the assets of the defined benefit component would not have been sufficient to cover the defined benefit component benefits had the plan terminated on the review date applicable to that actuarial valuation report,

(ii) the amount of the transfer deficiency,

(iii) a statement indicating that, as at the date of the deceased member’s death, the amount of the pension that the surviving pension partner, designated beneficiary or personal representative is entitled to receive is the commuted value of that pension less the transfer deficiency,

(iv) a statement explaining, in accordance with section 90(3), when the surviving pension partner, designated beneficiary or personal representative will be entitled to receive the transfer deficiency, and
(v) a statement indicating that the amount the surviving pension partner, designated beneficiary or personal representative is entitled to receive on the date referred to in subclause (iv) is the transfer deficiency plus the interest that has accrued on that amount from the date of the deceased member's death to the date of payment;

(f) if the deceased member was entitled to receive benefits from a target benefit component of the plan, the target benefit funded ratio of the target benefit component as set out in the current actuarial valuation report, expressed as a percentage, and, if that target benefit funded ratio is less than 100%,

(i) a statement that the current actuarial valuation report has established that, as at the review date applicable to that actuarial valuation report, there was an unfunded liability in the target benefit component in that the value of the assets of the target benefit component was not sufficient to cover the target benefit component benefits,

(ii) a statement of the steps being taken by the participating employer to address the unfunded liability,

(iii) a statement that failure to amortize the unfunded liability may result in a reduction of benefits,

(iv) a statement indicating that, as at the date of the deceased member’s death, the amount of the deceased member’s pension that the surviving pension partner, designated beneficiary or personal representative is entitled to receive is the amount determined by multiplying the commuted value of that pension by the plan’s target benefit funded ratio as at the review date applicable to current actuarial valuation report;

(g) in the case of a plan of which the plan text document contains a benefit formula provision, a statement of when and how the surviving pension partner’s or designated beneficiary’s benefits, as applicable under the benefit formula component may be reduced;

(h) an explanation of

(i) the options available to the surviving pension partner or designated beneficiary, as applicable, under the plan text document, and under section 89(1) and (2)
of the Act, in relation to each of his or her benefits under the plan,

(ii) the deadlines under the plan text document for choosing any of those options,

(iii) the consequences, if any, under the plan text document of not meeting those deadlines, and

(iv) for each option that will lead to money being locked-in money, what that means to the pension partner;

(i) whichever of the following is applicable:

   (i) a statement that the pension legislation of Alberta applies to determine the benefit entitlement of the deceased member;

   (ii) if, under section 1(9) of the Act, pension legislation of a jurisdiction other than Alberta applies to determine the benefit entitlement of the member, a statement identifying that jurisdiction and indicating that its pension legislation applies to determine the benefit entitlement of the deceased member.

Statement on death of retired member receiving life income type benefits

41(1) For the purposes of section 37(1)(b) of the Act, if a retired member of a pension plan who was receiving life income type benefits dies, the administrator must provide a life income type benefits death benefits statement to the person referred to in subsection (2) within 60 days after receipt of proof of the deceased member’s death.

(2) A life income type benefits death benefits statement referred to in subsection (1) must be provided

(a) to the deceased member’s surviving pension partner, or

(b) if the deceased member has no pension partner at the time of death, or if the deceased member’s pension partner has signed and provided to the administrator a waiver under section 90(6)(a) of the Act in Form 9,

   (i) to the deceased member’s designated beneficiary, or

   (ii) if there is no living designated beneficiary, to the personal representative of the deceased member’s estate.
(3) A life income type benefits death benefits statement referred to in subsection (1) must contain or be accompanied with the following information:

(a) the name of the plan and its Canada Revenue Agency registration number;

(b) the name of, and contact information for, the administrator;

(c) the name and date of death of the deceased member;

(d) the name of the deceased member’s pension partner, if any;

(e) the name of the deceased member’s designated beneficiary, if any;

(f) a statement of the right under section 37(2) and (3) of the Act of the person to whom the post-retirement death benefits statement is provided to examine, or to obtain from the administrator, additional information and records referred to in sections 43 and 46 of this Regulation.

(4) A life income type benefits death benefits statement referred to in subsection (1) must contain or be accompanied with a reconciliation in relation to the member’s life income type benefits account setting out the balance of the deceased member’s life income type benefits account as at the end of the most recently completed calendar year and the balance of the deceased member’s life income type benefits account as at the date of the deceased member’s death, and a reconciliation that accounts for the difference between those 2 balances by setting out the following as they relate to those balances:

(a) any transfer made to the life income type benefits account since the end of the most recently completed calendar year;

(b) any interest credited since the end of the most recently completed calendar year;

(c) any administration expenses deducted, and any other payments or withdrawals made, since the end of the most recently completed fiscal year.

(5) A life income type benefits death benefits statement referred to in subsection (1) must contain or be accompanied with the following information if and as it applies to the deceased member:
(a) the amount that is payable to the recipient of the statement referred to in subsection (2);

(b) if the deceased member had a pension partner at the time of death and that pension partner had not signed and provided to the administrator a waiver under section 90(6)(a) of the Act in Form 9, the maximum amount that under the Income Tax Regulations (Canada) may be transferred out of the plan to an RRSP, a RRIF or another pension plan and the amount, if any, by which the amount to which the surviving pension partner is entitled exceeds that maximum;

(c) whichever of the following is applicable:

(i) a statement that the pension legislation of Alberta applies to determine the benefit entitlement of the deceased member;

(ii) if, under section 1(9) of the Act, pension legislation of a jurisdiction other than Alberta applies to determine the benefit entitlement of the member, a statement identifying that jurisdiction and indicating that its pension legislation applies to determine the benefit entitlement of the deceased member.

**Plan termination or winding-up statement**

**42** For the purposes of section 37(1)(a) and (b) of the Act, an administrator of a pension plan that has been terminated must provide to each person referred to in section 142(b) and (c) of this Regulation, within 30 days after the Superintendent provides notice under section 123(1)(a) of the Act of the acceptance of the termination report filed in relation to the plan, a termination or winding-up statement containing the following:

(a) if the recipient is not a retired member, the information that the administrator would have, but for the termination of the plan, been required to provide to the recipient under section 34, 37 or 40 of this Regulation, as the case may be;

(b) if the recipient is a retired member, one of the following statements:

(i) that an annuity will be purchased on the recipient’s behalf;

(ii) that the recipient will be given the option for a transfer under section 145 of this Regulation;
(c) if the recipient’s benefits are to be reduced in accordance with section 146 of this Regulation, the reasons for the reduction and a description of the method of reduction;

(d) if there is surplus, how the surplus will be utilized.

Calculation data

43(1) If a statement under this Division is required to set out the amount of a benefit payable under the plan, the administrator of the plan must, within 30 days after receiving a request to do so, provide to any person who is entitled to receive the statement, the data, and a description of the method, used to calculate the amount of that benefit.

(2) The administrator may provide the data and description required under subsection (1) by doing whichever of the following the administrator considers appropriate:

(a) allowing the person to examine the data and description;

(b) providing to the person, without charge, a written copy of the data and description.

Notice of changes in contributions or benefits

44(1) If contributions a member is required to make are to be changed

(a) as a result of an actuarial valuation report in the case of a jointly sponsored plan, or

(b) as a result of an amendment to the plan text document of a pension plan other than a jointly sponsored plan,

the administrator must, at least 30 days before the effective date of the change, provide to the member notice of the change.

(2) A notice referred to in subsection (1) must set out the following:

(a) the amount by which the contributions are changing;

(b) the effective date of the change;

(c) the reasons for the change.

(3) If the benefits that a member of a pension plan is entitled to receive under the plan are to be reduced, the administrator must, within 30 days after receiving, under section 22(1)(b) of the Act, notice of the registration of the amendment relating to that
reduction, provide to the member notice of the reduction setting out the following:

(a) the amount by which, or the basis on which, the benefits are being reduced;
(b) the effective date of the reduction;
(c) the reasons for the reduction.

Prescribed person

The following people are prescribed for the purpose of section 37(1)(d) of the Act:

(a) if a joint and survivor form of pension was elected by a retired member, the joint annuitant;
(b) the non-member pension partner.

Examination and provision of information

For the purposes of section 37(2) of the Act, the following information is prescribed in relation to a pension plan:

(a) a plan summary referred to in section 30 of this Regulation, as that summary read on a specified date if, on that date,
   (i) the person requesting the information was an active member of the plan, or
   (ii) the person through whom the person requesting the information derives the right to request the information was an active member of the plan;
(b) the plan text document, a provision of the plan text document or an amendment to the plan text document as that document, provision or amendment read on a specified date if, on that date,
   (i) the person requesting the information was an active member of the plan, or
   (ii) the person through whom the person requesting the information derives the right to request the information was an active member of the plan;
(c) an amendment to the plan text document, as that amendment read on a specified date that is later than the date referred to in clause (b), if the amendment affects the
benefits to which the person requesting the information is or might have been entitled to receive;

(d) the record that authorizes the establishment of the plan or under which the plan is established or, if the record applies to more than the establishment of the plan, the portion of the record that applies to the establishment of the plan;

(e) the 3 most recent annual information returns filed in relation to the plan under section 38(1)(a) of the Act;

(f) the 2 most recent actuarial valuation reports and cost certificates filed in relation to the plan under section 38(1)(b)(i) and (ii) of the Act;

(g) the 3 most recent audited financial statements filed in relation to the plan under section 38(1)(c) of the Act;

(h) each trust deed or trust agreement, insurance contract, bylaw and resolution relating to the plan;

(i) any document that

(i) relates to conditions of employment of the person requesting the information, or the conditions of employment of the person through whom the person requesting the information derives the right to request the information, and

(ii) relates to provisions relating to the plan;

(j) in the case of a non-collectively bargained multi-employer plan, the participation agreement referred to in section 36(1)(a) of the Act and a list of all of the participating employers who signed that agreement;

(k) the governance policy referred to in section 42 of the Act established in relation to the plan;

(l) the statement of investment policies and procedures referred to in section 43 of the Act established in relation to the plan;

(m) the funding policy referred to in section 44 of the Act established in relation to the plan;

(n) the termination report referred to in section 122 of the Act and, if any, filed in relation to the plan excluding any personal information of plan members, and other persons entitled to receive benefits under the plan;
(o) any report resulting from an inspection made by an authorized person under section 130 of the Act.

(2) For the purposes of section 37(2)(a) of the Act, the following place is prescribed in relation to a pension plan:

(a) if the administrator and the person requesting the information agree on a place, the place on which they have agreed;

(b) if clause (a) does not apply, if the person requesting the information requests that the examination take place at the establishment of the administrator nearest to that person’s residence, at that establishment;

(c) if neither clause (a) nor clause (b) applies,

   (i) subject to subclauses (ii) and (iii), at the place where the plan is administered,

   (ii) if the plan is a collectively bargained multi-employer plan and the person requesting the information requests that the examination take place at the establishment

      (A) of a trade union that represents members of the plan, and

      (B) that is nearest to the residence of the person requesting the information,

      at that establishment, or

   (iii) if the plan is a non-collectively bargained multi-employer plan and the person requesting the information requests that the examination take place at the establishment of any participating employer that is nearest to the residence of the person requesting the information, at that establishment.

(3) The period prescribed for the purposes of section 37(3) of the Act is the 30-day period that follows the receipt by the administrator of the written request referred to in that section.

(4) For the purposes of section 37(4) of the Act, the following records are prescribed in relation to a pension plan:

(a) the most recent plan summary referred to in section 30 of this Regulation;

(b) the plan text document and any amendments to it;
(c) the record that authorizes the establishment of the plan or under which the plan is established or, if the record applies to more than the establishment of the plan, the portion of the record that applies to the establishment of the plan;

(d) the 3 most recent annual information returns filed in relation to the plan under section 38(1)(a) of the Act;

(e) the 2 most recent actuarial valuation reports and cost certificates filed in relation to the plan under section 38(1)(b)(i) and (ii) of the Act;

(f) the 3 most recent audited financial statements filed in relation to the plan under section 38(1)(c) of the Act;

(g) each trust deed or trust agreement, insurance contract, bylaw and resolution relating to the plan;

(h) in the case of a non-collectively bargained multi-employer plan, the participation agreement referred to in section 36(1)(a) of the Act and a list of all of the participating employers who signed that agreement;

(i) the governance policy referred to in section 42 of the Act established in relation to the plan;

(j) the statement of investment policies and procedures referred to in section 43 of the Act and established in relation to the plan;

(k) the funding policy referred to in section 44 of the Act established in relation to the plan;

(l) the termination report referred to in section 122 of the Act and, if any, filed in relation to the plan;

(m) any report resulting from an inspection made by an authorized person under section 130 of the Act.

Division 3
Reports and Returns

Annual information returns

47(1) In this section, “annual information return” means a return referred to in section 38(1)(a) of the Act.

(2) The annual information return must contain the following:

(a) information respecting
Section 47  AR 154/2014  

EMPLOYMENT PENSION PLANS REGULATION  

(i) the administration of the plan,  
(ii) contributions to the plan, and  
(iii) membership in the plan;  

(b) any other information required by the Superintendent.

(3) Subject to subsection (5), an annual information return, including the fee referred to in section 151, must be filed for a pension plan within 180 days after the end of each fiscal year of the plan.

(4) Except for an annual information return required under subsection (5), a plan’s annual information return must contain the information required under subsection (1) in respect of the preceding fiscal year.

(5) If a pension plan is terminated, an annual information return must be filed for the plan as follows:

(a) if the plan text document of the plan contains no benefit formula provisions, the annual information return must be filed within 60 days after the effective date of the termination of the plan;

(b) if the plan text document of the plan contains one or more benefit formula provisions, the annual information return must be filed within 120 days after the effective date of the termination of the plan.

(6) If a pension plan is terminated and the fiscal year of the plan is extended under section 11(2) of the Act to include the period between the date on which the plan’s fiscal year would have ended had there been no extension and the effective date of the plan’s termination, the plan’s annual information return must contain the information required under subsection (1) in respect of the extended fiscal year.

(7) If a pension plan is terminated and the fiscal year of the plan referred to in subsection (5) is not extended under section 11(2) of the Act in the manner referred to in subsection (6) of this section, the annual information return required under subsection (5) must contain the information required under subsection (1) in respect of the period starting on the date as at which the preceding annual information return was prepared and ending on the effective date of the plan’s termination.

(8) An annual information return required by section 121(b) of the Act must, until the solvency deficiency is eliminated, be filed
within 60 days after each anniversary of the effective date of the termination of the plan.

**Review of plan**

48(1) This section applies to a pension plan of which the plan text document contains one or more benefit formula provisions.

(2) The review of a plan must be prepared by a Fellow of the Canadian Institute of Actuaries.

(3) The administrator of a pension plan must have the plan reviewed as follows:

   (a) in the case of a new plan, as at the date specified in the plan text document as the effective date of the plan;

   (b) in addition to the review required under clause (a), not more than 3 years after the last review date, and

       (i) as at the end of a fiscal year, or

       (ii) if, in accordance with subsection (4), the plan text document provides for a review date that is other than the end of a fiscal year, as at the review date provided for in the plan text document;

   (c) in the case of a pension plan referred to in section 121 of the Act that has a solvency deficiency on the effective date of termination,

       (i) as at the effective date of the termination, and

       (ii) as at the earlier of

           (A) the first date as at which the plan no longer has a solvency deficiency, and

           (B) the 5th anniversary of the effective date of the termination.

(4) Unless the plan text document of a pension plan specifies otherwise, the review date of the plan is the fiscal year end of the plan.

(5) The plan text document of a pension plan may specify, as the plan’s review date, a review date that is other than the fiscal year end of the plan, but if the plan text document of a pension plan is amended to provide for such a review date, the plan text document must not be amended to further change that review date within the 9-year period immediately following the effective date of the amendment.
(6) If an amendment to a plan text document, a change in plan membership or a change in the contribution rate applicable to a target benefit component of a negotiated cost plan

(a) materially affects the cost of benefits provided by the plan, or

(b) creates an unfunded liability or a solvency deficiency,

the administrator must have an actuarial valuation report and a cost certificate prepared, or have the latest actuarial valuation report and cost certificate revised, as at the effective date of the amendment or change.

Actuarial valuation report or cost certificate

(1) In this section, “actuarial loss”, in relation to a benefit formula component of a pension plan, means the amount that represents the decrease between the projected financial position of the plan component and the actual financial position of the plan component.

(2) This section applies to a pension plan of which the plan text document contains one or more benefit formula provisions.

(3) Each actuarial valuation report and cost certificate resulting from a review must be filed as follows:

(a) subject to clause (b), within 270 days after the review date;

(b) if the actuarial valuation report or cost certificate is required in relation to an amendment or change referred to in section 48(6) on or within 60 days after the date of the filing of the amendment or the date the change occurs or, if this Regulation requires a different filing date, in accordance with that requirement.

(4) Each actuarial valuation report and cost certificate must be prepared in a manner that is consistent with the accepted standards of practice, issued by the Canadian Institute of Actuaries, for the preparation of actuarial valuation reports in connection with pension plans, and the reviewer must certify that the actuarial valuation report or cost certificate has been prepared in that manner.

(5) Subject to this section, an actuarial valuation report and a cost certificate must include the following:
(a) the normal actuarial cost applicable to each benefit formula component, payable by the participating employer and active members, if applicable

(i) for the fiscal year following the review date if the review date falls on the last day of a fiscal year, or

(ii) for the fiscal year in which the review date falls if the review date falls on a day other than the last day of a fiscal year;

(b) the rules by which the following amounts were determined:

(i) in the case of a plan other than a jointly sponsored plan,

(A) the amount of the contributions the participating employer must make in respect of the normal actuarial cost, or

(B) if applicable, the amount of the member-required contributions the active members must make in respect of the normal cost;

(ii) in the case of a jointly sponsored plan,

(A) the amount of the contributions the participating employer must make, and the amount of the contributions the active members must make, in respect of the normal actuarial cost;

(B) the amount of any required special payments the participating employer and active members must make;

(c) subject to subsection (10), for each unfunded liability, if any,

(i) the date of its establishment,

(ii) its unamortized balance,

(iii) the special payments to be made by the participating employer, or, in the case of a jointly sponsored plan, by the participating employer and the active members, to amortize it, and

(iv) the date at which it will be amortized;
(d) if the plan text document contains a defined benefit provision, one of the following:

(i) a statement that in the opinion of the reviewer the defined benefit component does not have a solvency deficiency;

(ii) for each solvency deficiency, if any,

(A) the date of its establishment,

(B) its unamortized balance,

(C) the special payments to be made by the participating employer, or, in the case of a jointly sponsored plan, by the participating employer and the active members, to amortize it, and

(D) the date at which it will be amortized;

(e) if the plan text document contains a target benefit provision, one of the following:

(i) a statement that in the opinion of the reviewer the target benefit component does not have a solvency deficiency;

(ii) the total amount of the solvency deficiencies of the target benefit component;

(f) one of the following:

(i) a statement that, in the opinion of the reviewer, the solvency ratio of each defined benefit component is not less than 1 and a description of the actuarial assumptions underlying the reviewer’s opinion;

(ii) if the solvency ratio of a defined benefit component is less than 1, the solvency ratio in relation to each defined benefit component;

(g) one of the following:

(i) in the case of a plan that is not a divisional multi-employer plan, the plan’s accessible going concern excess;

(ii) in the case of a divisional multi-employer plan, each participating employer’s accessible going concern excess;
(h) if known to the reviewer, a description of how the amount referred to in clause (g) will be utilized;

(i) the fair value of the assets of each benefit formula component, as at the review date;

(j) subject to subsection (10), the going concern assets value in relation to each benefits formula component as at the review date and a description of the assumptions and valuation method used to determine those going concern assets values;

(k) the solvency assets value in relation to each benefit formula component as at the review date and a description of the assumptions and valuation method used to determine those solvency assets values;

(l) subject to subsection (10), the going concern liabilities value in relation to each benefits formula component as at the review date and a description of the assumptions and valuation methods used to determine those going concern liabilities values, with respect to each of the following:

(i) active members;

(ii) deferred members and all other persons entitled to benefits under the benefit formula component;

(iii) retired members and all other persons who are receiving benefits under the benefit formula component;

(m) the solvency liabilities value in relation to each benefit formula component as at the review date and a description of the assumptions and valuation methods used to determine those solvency liabilities values, with respect to each of the following:

(i) active members;

(ii) deferred members and all other persons entitled to benefits under the benefit formula component;

(iii) retired members and all other persons who are receiving benefits under the benefit formula component;

(n) in the case of an actuarial valuation report and a cost certificate other than those filed as part of the application for registration of the plan,
(i) an analysis of the actuarial gains and actuarial losses established by the review, and

(ii) the identification of the sources of actuarial gains and actuarial losses since the immediately preceding review date and the amount of the actuarial gain or actuarial loss attributable to each of those sources;

(o) in the case of a negotiated cost plan of which the plan text document contains a defined benefit provision, if contributions related to that defined benefit provision are based on a fixed amount per hour of employment, the following in respect of each defined benefit component in the plan:

(i) the average amount, per hour of employment, that, under the terms of the collective agreement, must be contributed in each fiscal year covered by the actuarial valuation report;

(ii) the average amount, per hour of employment, needed to fund the normal actuarial cost applicable to that defined benefit component;

(iii) the average amount, per hour of employment, needed to amortize each unfunded liability, if any, in that defined benefit component;

(iv) the average amount, per hour of employment, needed to amortize each solvency deficiency, if any, in that defined benefit component;

(v) the average amount, per hour of employment, if any, of the plan’s accessible going concern excess being used to meet the funding requirements under section 60 applicable to that defined benefit component;

(vi) the number of hours of employment in that fiscal year that, for the purposes of the review, is expected to be the total number of hours of employment for the active members accruing benefits under the applicable defined benefit provision;

(vii) the amount of expected contributions to be contributed by the participating employer and the active members, if applicable

(A) for the fiscal year following the review date if the review date falls on the last day of a fiscal year, or
(B) for the fiscal year in which the review date falls if the review date falls on a day other than the last day of a fiscal year;

(p) in the case of a negotiated cost plan of which the plan text document contains a target benefit provision, if contributions related to that target benefit provision are based on a fixed amount per hour of employment, the following in respect of each target benefit component in the plan:

(i) the average amount, per hour of employment, that, under the terms of the collective agreement, must be contributed in each fiscal year covered by the actuarial valuation report;

(ii) the average amount, per hour of employment, needed to fund the normal actuarial cost applicable to that target benefit component;

(iii) the average amount, per hour of employment, needed to amortize each unfunded liability, if any, in that target benefit component;

(iv) the amount referred to in subclause (ii) in relation to that target benefit component multiplied by the PfAD applicable to that target benefit component;

(v) the average amount, per hour of employment, if any, of the plan’s accessible going concern excess being used to meet the funding requirements under section 61 applicable to that target benefit component;

(vi) the number of hours of employment in that fiscal year that, for the purposes of the review, is expected to be the total number of hours of employment for the active members accruing benefits under the applicable target benefit provision;

(vii) the amount of expected contributions to be contributed by the participating employer and the active members, if applicable,

(A) for the fiscal year following the review date if the review date falls on the last day of a fiscal year, or

(B) for the fiscal year in which the review date falls if the review date falls on a day other than the last day of a fiscal year;
(q) if the plan text document contains a defined benefit provision, the solvency ratio of the defined benefit component, as at the review date;

(r) if the plan text document contains a target benefit provision, the target benefit funded ratio of the target benefit component, as at the review date;

(s) any other information that the Superintendent requests.

(6) If a going concern valuation is made in respect of a component that provides a pension based on

(a) a rate of salary during a period immediately before the date of pension commencement, or

(b) average rates of salary over a specified and limited period,

a projection of the current salary of each member must be used to estimate the salary on which the pension payable at pension commencement will be based.

(7) If the actuarial method used in a review may not reveal an unfunded liability or a solvency deficiency, the reviewer must

(a) perform whatever calculations are necessary to allow the reviewer to determine whether there is an unfunded liability or solvency deficiency and whether the funding requirements under section 60 or 61, as applicable, are being met, and

(b) certify that any unfunded liability or solvency deficiency is being amortized in accordance with the Act and this Regulation.

(8) If the plan text document contains a defined benefit provision and if a solvency reserve account has been established for the defined benefit component, an actuarial valuation report and cost certificate for the plan must account separately for the solvency reserve account and the remainder of the plan’s pension fund.

(9) If the plan text document contains a target benefit provision, an actuarial valuation report and cost certificate for the plan must provide for the following in respect of each target benefit component in the plan, as at the review date,

(a) the benchmark discount rate,

(b) the equity allocation of the plan,

(c) the maximum equity risk premium,
(d) the non-equity allocation of the plan,
(e) the PfAD,
(f) the PfAD offset, and
(g) the corporate bond yield.

(10) Subsection (5)(c), (j) and (l) do not apply to a pension plan if
(a) the plan text document contains a defined benefit provision, and
(b) the Superintendent has consented under section 115(1) of the Act to the continuation of the pension plan.

Filing of financial statements

50(1) The administrator of a pension plan must, within 180 days after the end of the plan’s fiscal year, file audited financial statements for the plan referred to in section 38(1)(c) of the Act if
(a) the plan text document of the plan contains a benefit formula provision and the fair value of the benefit formula component’s assets is at least $10 million as at the plan’s fiscal year end, or
(b) the plan is a collectively bargained multi-employer plan.

(2) Audited financial statements filed under subsection (1) must be prepared in accordance with the accounting standards contained in the Handbook of the Canadian Institute of Chartered Accountants, as amended from time to time.

Division 4
Payment or Transfer of Contributions

Payment or transfer of contributions

51 For the purposes of section 40 of the Act, if a person becomes entitled or obligated to receive a lump-sum payment or a transfer of benefits from a pension plan, the administrator of the plan must make the payment or transfer within 60 days after the later of
(a) the event giving rise to the entitlement or obligation, and
(b) the receipt by the administrator of all documents that are necessary to allow the administrator to make the payment or transfer, including evidence required under section 69 of the Act.
Division 5
Assessment of Plans and Plan Policies

Assessment of plan
52 For the purposes of section 41(1) of the Act, an administrator of a pension plan must assess the administration of the plan as follows:

(a) for the first time, within 365 days after the end of the 2nd fiscal year of the plan;

(b) after that, within 365 days after the end of each subsequent 3rd fiscal year of the plan.

Governance policy
53 On or before one year after this section comes into force, an administrator of a pension plan must ensure that the governance policy established under section 42 of the Act does the following:

(a) sets out the structures and processes for overseeing, managing and administering the plan;

(b) explains what those structures and processes are intended to achieve;

(c) identifies all participants who have authority to make decisions in respect of those structures and processes, and describes the roles, responsibilities and accountabilities of those participants;

(d) sets performance measures and establishes a process for monitoring, against those performance measures, the performance of each of the participants identified in clause (c) in those structures and processes who has the authority to make decisions in relation to those structures and processes;

(e) establishes procedures to ensure that the plan administrator and, as necessary, any other participants in those structures and processes have access to relevant, timely and accurate information;

(f) establishes a code of conduct for the administrator and a procedure to disclose and address conflicts of interest;

(g) identifies the educational requirements and skills necessary to perform the duties associated with those structures and processes;
(h) identifies material risks that apply to the plan and establishes internal controls to manage those risks;

(i) establishes a process for the resolution of disputes involving members and other persons who are entitled to benefits under the plan.

Statement of investment policies and procedures

54(1) Subject to subsection (4), the administrator of a pension plan must, before the plan is registered, ensure, on behalf of the plan, that a written statement of investment policies and procedures is established.

(2) In establishing the statement referred to in subsection (1), the administrator must have regard to all factors that may affect the funding and solvency of the plan and the ability of the plan to meet its financial obligations, including, without limitation, the following:

(a) categories of investments, including derivatives;

(b) diversification of the investment portfolio;

(c) asset mix and the basis on which that mix was determined, including by reference to volatility and rate of return expectations;

(d) liquidity of investments;

(e) the lending of cash or securities;

(f) the retention or delegation of voting rights acquired through investments;

(g) the method of, and the basis for, the valuation of investments that are not regularly traded at a public exchange;

(h) related party transactions permitted under section 17 of federal Schedule III, as it applies in accordance with section 72, and the criteria to be used to establish whether a transaction is nominal or immaterial to the plan.

(3) The statement referred to in subsection (1) must include

(a) a description of the factors to which the administrator had regard when establishing the statement, and

(b) how those factors were applied to establish the policies and procedures set out in the statement.
(4) If investments are entirely directed by the members, a statement of investment policies and procedures is not required.

AR 154/2014 s54;3/2019

Funding policy

55 On or before one year after this section comes into force, an administrator of a pension plan must ensure that the funding policy established under section 44 of the Act does the following:

(a) sets out the funding objectives for the plan as it relates to the following items:

(i) benefit security;

(ii) benefit levels;

(iii) if applicable, stability of contributions;

(iv) if applicable, contribution levels;

(b) identifies the material risks that impact the plan’s funding requirements, the tolerances for those risks, and establishes internal controls to manage those risks;

(c) sets out expectations for the going concern funded ratio and, if applicable, the solvency ratio of the plan;

(d) sets out the expectations for the amortization of unfunded liabilities and, if applicable, solvency deficiencies;

(e) sets out the expectations for the reduction of benefits under section 20(2) of the Act, in the event that the circumstances of the plan require a reduction of benefits for

(i) a jointly sponsored plan,

(ii) a negotiated cost plan, or

(iii) a target benefit provision;

(f) sets out the expectations for the utilization of actuarial excess and surplus;

(g) establishes a standard for the frequency of actuarial valuation reports, whether or not those actuarial valuation reports are filed with the Superintendent.
Division 6
Participating Employers

Participation agreement
56 An employer must, within 60 days after becoming a participating employer in a non-collectively bargained multi-employer plan, enter into a participation agreement that complies with section 36(1) of the Act and section 29 of this Regulation.

Division 7
Fundholders

Fundholders
57 A society established under the Pension Fund Societies Act (Canada) is prescribed for the purposes of section 50(2)(d) of the Act.

Responsibilities of fundholders
58(1) For the purposes of section 51(a) of the Act, the fundholder of a pension plan must hold the assets of the pension fund

(a) in a name that clearly indicates that the investment is held in trust for the plan and, where the investment is capable of being registered, registered in that name,

(b) in the name of a financial institution or insurance company, or a nominee of the financial institution or insurance company, in accordance with an insurance contract, custodial agreement or trust agreement, entered into on behalf of the plan with the financial institution or insurance company, that clearly indicates that the investment is held for the plan, or

(c) in the name of a clearing agency as defined in the Securities Transfer Act, or a nominee of it, in accordance with an insurance agreement, custodial agreement or trust agreement, entered into on behalf of the plan with a financial institution or insurance company, that clearly indicates that the investment is held for the plan.

(2) If the fundholder is a trust of a pension fund referred to in section 50(2)(b)(ii) of the Act, that fundholder must hold the pension fund in the name of a financial institution or insurance company, or a nominee of financial institution or insurance company, in accordance with a custodial agreement or trust agreement, entered into on behalf of the plan with the financial
institution or insurance company, that clearly indicates that the investment is held for the plan.

(3) For the purposes of subsections (1) and (2), “custodial agreement” means an agreement providing that

(a) an investment made or held on behalf of a plan pursuant to the agreement

(i) constitutes part of the plan’s pension fund, and

(ii) does not at any time constitute an asset of the custodian or nominee,

and

(b) records must be maintained by the custodian that are sufficient to allow the ownership of any investment to be traced to the plan at any time.

(4) If the plan text document of a pension plan does not contain a benefit formula provision, the Superintendent may request, in writing, the fundholder of the plan to file a pension fund statement for each defined contribution component of the plan, and, in that event, the fundholder must prepare the requested pension fund statements as at the plan’s fiscal year end and file them within 60 days after the date of the Superintendent’s request.

(5) On a quarterly basis each fiscal year, the fundholder of a pension plan must monitor the remittance by the participating employer of member and participating employer contributions made under section 56(1) of the Act and compare those amounts against the summary of contributions required to be made in respect of the plan under section 56(5) of the Act.

(6) Where pursuant to a comparison made under subsection (5), the member and participating employer contributions actually remitted are less than 90% of the amounts expected to be remitted, the fundholder to whom the contributions ought to have been remitted must, within 45 days after the end of the quarter referred to in subsection (5), provide to the Superintendent, whether or not the contributions were subsequently remitted, a written notice advising of the failure of the participating employer to remit, which must include the following:

(a) the name of the plan and its Canada Revenue Agency registration number;

(b) current contact information of the person who prepared the notice;
(c) the amount, if any, of the required contributions that have been remitted and the amount of required contributions which are outstanding or an estimate of them;

(d) the period or periods to which the contribution in clause (c) relate;

(e) any other information necessary to allow the Superintendent to exercise his or her powers or perform his or her duties under this Act.

Part 6
Funding, Contributions and Assets

Division 1
Funding of Plan

Definitions

59 In this Part,

(a) “establishment date”, in the case of an unfunded liability or a solvency deficiency of a benefit formula component of a pension plan, means

(i) the review date as at which the existence of the unfunded liability or solvency deficiency was established, or

(ii) if the unfunded liability or solvency deficiency resulted from an amendment to the plan text document of the plan, the effective date of the amendment;

(b) “expected average remaining service life” means the expected average number of years or portions of years that the reviewer who prepared the current actuarial valuation report estimated to be worked by active members accruing benefits under the component from the review date of the current actuarial valuation until the anticipated date that each active member terminates active membership, based on the demographic assumptions used in the most recent actuarial valuation;

(c) “plan contributors”, in relation to a pension plan,

(i) if the plan is not a jointly sponsored plan, means participating employers in the plan, or
(ii) if the plan is a jointly sponsored plan, means participating employers and the active members in the plan;

(d) “solvency deficiency payment period”, in relation to a solvency deficiency, means

(i) subject to subclause (ii), the 5-year period that begins on the establishment date of the solvency deficiency, or

(ii) in the case of a solvency deficiency in a jointly sponsored plan, the 5-year period that begins on the first anniversary of the establishment date of the solvency deficiency;

(e) “unfunded liability payment period”, in relation to an unfunded liability of a benefit formula component of a pension plan, means

(i) subject to subclauses (ii), (iii) and (iv), the 15-year period that begins on the establishment date of the unfunded liability,

(ii) subject to subclause (iv), in the case of an unfunded liability in a jointly sponsored plan, the 15-year period that begins on the first anniversary of the establishment date of the unfunded liability,

(iii) subject to subclause (iv), in the case of a target benefit component, the shorter of

(A) the 15-year period that begins on the establishment date of the unfunded liability, and

(B) the expected average remaining service life that begins on the establishment date of the unfunded liability,

or

(iv) in the case of a jointly sponsored plan, the plan text document of which contains a target benefit component, the shorter of

(A) the 15-year period that begins on the first anniversary of the establishment date of the unfunded liability, and

(B) the expected average remaining service life that begins on the first anniversary of the establishment date of the unfunded liability.
Funding requirements applicable to defined benefit provisions

60(1) This section applies to a pension plan of which the plan text document contains one or more defined benefit provisions.

(2) Subject to subsection (3) and section 67, each plan contributor must, in accordance with this subsection, pay each of the following into the plan, or, if the plan contributor’s share of the following has been determined under section 62, pay the plan contributor’s share of each of the following into the plan:

(a) at least monthly, an amount that is equal to 1/12 of the defined benefit component’s normal actuarial cost;

(b) without limiting any other obligation on the plan contributor to make payments under this section in relation to any previous unfunded liability of the defined benefit component, if the current actuarial valuation report establishes the existence of an unfunded liability for the defined benefit component, a series of equal payments that are made at least monthly, which series of payments must be sufficient, in the opinion of the reviewer who prepared that actuarial valuation report, to amortize the unfunded liability within the unfunded liability payment period applicable to it;

(c) without limiting any other obligation on the plan contributor to make payments under this section in relation to any previous solvency deficiency of the defined benefit component, if the current actuarial valuation report establishes the existence of a solvency deficiency for the defined benefit component, a series of equal payments that are made at least monthly, which series of payments must be sufficient, in the opinion of the reviewer who prepared that actuarial valuation report, to amortize the solvency deficiency within the solvency deficiency payment period applicable to it.

(3) Instead of making the payments referred to in subsection (2)(b), in the case of an unfunded liability, or the payments referred to in subsection (2)(c), in the case of a solvency deficiency, each plan contributor may elect to make payments into the plan under this subsection if

(a) the payments are made at least monthly over the unfunded liability payment period or solvency deficiency payment period, as the case may be, that is applicable to that unfunded liability or solvency deficiency,

(b) the payment amounts are identical and are calculated as a percentage of the payroll, or as an average amount per hour of employment, that, as at the review date of the
actuarial valuation report by which the existence of the unfunded liability or solvency deficiency was established, was projected for the members, and

(c) the actuarial present value of the payments over the period referred to in clause (a), or any shorter period selected by the administrator for the purposes of this subsection, is equal to that unfunded liability or solvency deficiency.

(4) Without limiting subsections (2) and (3), each unfunded liability and solvency deficiency must be funded by a separate series of payments under subsection (2)(b) or (c) or (3) and must not be combined for that purpose with any other unfunded liability or solvency deficiency.

(5) If the current actuarial valuation report establishes that the defined benefit component of the plan has no solvency deficiencies, the reviewer may, in that actuarial valuation report, recalculate the payments, if any, that are, under subsection (2) or (3), required to be made in relation to any remaining unfunded liability of the plan component and the plan contributors may pay into the plan the recalculated payments instead of the payments that were required before that recalculation.

(6) If the current actuarial valuation report prepared on a going concern basis in relation to a pension plan establishes that the total amount of all unfunded liabilities of the plan component is less than the total amount of all unfunded liabilities projected for the plan component in the previously filed actuarial valuation report, the amount of that actuarial gain must be used

(a) to eliminate every unfunded liability of that plan component, or

(b) if the amount of that actuarial gain is insufficient to eliminate every unfunded liability of the plan component, to reduce the unfunded liabilities of the plan component, with the oldest unfunded liability of the plan component being eliminated or reduced before more recent ones.

(7) If the defined benefit component’s actuarial gain is used in the manner referred to in subsection (6)(b) to reduce the amount of an unfunded liability, the payments that are, under subsection (2) or (3), required to be made in relation to that unfunded liability may be

(a) reduced, on a prorated basis, and paid over

(ii) the remainder of the applicable unfunded liability payment period, or
(ii) a shorter period,

or

(b) left unreduced and paid over a shorter period than the applicable unfunded liability payment period.

(8) If the current actuarial valuation report prepared in relation to a pension plan establishes that the total amount of all solvency deficiencies of the plan component is less than the total amount of all solvency deficiencies projected for the plan component in the previously filed actuarial valuation report, the amount of that actuarial gain must be used to

(a) eliminate every solvency deficiency of that plan component, or

(b) if the amount of that actuarial gain is insufficient to eliminate every solvency deficiency of the plan component, to reduce the solvency deficiencies of the plan component, with the oldest solvency deficiency of the plan component being eliminated or reduced before more recent ones.

(9) If the defined benefit component’s actuarial gain is used in the manner referred to in subsection (8)(b) to reduce the amount of a solvency deficiency, the payments that are, under subsection (2) or (3), required to be made in relation to that solvency deficiency may be

(a) reduced, on a prorated basis, and paid over

(i) the applicable solvency deficiency payment period,

or

(ii) a shorter period,

or

(b) left unreduced and paid over a shorter period than the applicable solvency deficiency payment period.

(10) If a defined benefit component of a pension plan, or a participating employer’s share of a defined benefit component of a pension plan, has accessible going concern excess, the accessible going concern excess may

(a) subject to section 23, be used to improve benefits under the defined benefit provision,

(b) be left in the plan component,
(c) subject to section 65 of the Act and section 75 of this Regulation, be applied to reduce or eliminate the contributions referred to in subsection (2)(a), or

(d) subject to section 64 of the Act and section 74 of this Regulation, be distributed to the persons referred to in section 64(3)(a) of the Act.

(11) If a defined benefit component of a pension plan, or a participating employer’s share of a defined benefit component of a pension plan, has accessible solvency excess, the accessible solvency excess may

(a) be left in the plan component,

(b) subject to section 54 of the Act and section 65 of this Regulation, be withdrawn by the person referred to in section 54(5) of the Act.

(12) If a plan contributor is required under subsection (2) or (3) to make payments in relation to an unfunded liability or a solvency deficiency, the plan contributor may make larger payments, more frequent payments or earlier payments than what is required, and, in that event, the plan contributor may, despite subsections (2) and (3), reduce or eliminate subsequent payments if

(a) the unfunded liability or solvency deficiency is eliminated within the applicable unfunded liability payment period or the applicable solvency deficiency payment period, as the case may be, and

(b) the balance of the unfunded liability or solvency deficiency never exceeds the amount of that unfunded liability or solvency deficiency that would have existed had the full amount of the payments required under subsection (2) or (3) been made.

(13) The reviewer preparing an actuarial valuation report in relation to a negotiated cost plan must

(a) determine whether the expected contributions will be sufficient to meet the funding requirements applicable to the defined benefit component, and

(b) if the reviewer determines that the expected contributions are not sufficient to meet the funding requirements applicable to the defined benefit component,

(i) promptly advise the administrator,
Section 61  EMPLOYMENT PENSION PLANS REGULATION  AR 154/2014

(ii) propose measures to the administrator that will ensure that contributions will be sufficient to meet the funding requirements applicable to the defined benefit component.

(14) If the administrator receives the advice referred to in subsection (13)(b)(ii) in relation to the plan, the administrator of the plan must,

(a) promptly after receiving the advice, notify the Superintendent that the contributions to the plan required by the plan documents in relation to the defined benefit component are not sufficient to meet the funding requirements applicable to that defined benefit component, and

(b) concurrently with or before the filing of the actuarial valuation report,

(i) satisfy the Superintendent that a contribution increase, sufficient to allow the plan to meet the funding requirements applicable to the defined benefit component, has been incorporated into the applicable collective agreement, or

(ii) under section 20(2)(a) of the Act, amend the plan text document to reduce benefits.

(15) This section applies to designated plans as defined in the Income Tax Regulations (Canada) but only to the extent allowed under those regulations.

Funding requirements applicable to target benefit
61(1) This section applies to a pension plan of which the plan text document contains one or more target benefit provisions.

(2) Subject to subsections (3) and (4), each plan contributor must, in accordance with this subsection, pay the following into the plan or, if the plan contributor’s share of the following has been determined under section 62, pay the plan contributor’s share of the following into the plan:

(a) at least monthly, an amount that is equal to 1/12 of the target benefit component’s normal actuarial cost;

(b) at least monthly, an amount equal to the product of the PfAD multiplied by the amount in clause (a);

(c) without limiting any other obligation on the plan contributor to make payments under this section in
relation to any previous unfunded liability of the target benefit component, if the current actuarial valuation report establishes the existence of an unfunded liability for the target benefit component, a series of equal payments that are made at least monthly, which series of payments must be sufficient, in the opinion of the reviewer who prepared that actuarial valuation report, to amortize the unfunded liability within the unfunded liability payment period applicable to it.

(3) If, under section 112 of the Act, the plan text document of a pension plan is amended to convert a defined benefit provision to a target benefit provision, the payments required under subsection (2)(b) in relation to that target benefit provision need not begin until the third anniversary of the date on which the conversion occurred.

(4) Instead of making the payments referred to in subsection (2)(c) in relation to an unfunded liability, each plan contributor may elect to make payments into the plan under this subsection if

(a) the payments are made at least monthly over the unfunded liability payment period applicable to the unfunded liability,

(b) the payment amounts are identical and are calculated as a percentage of the payroll, or as an average amount per hour of employment, that, as at the review date of the actuarial valuation report by which the existence of the unfunded liability was established, was projected for the members, and

(c) the actuarial present value of the payments over the period referred to in clause (a), or any shorter period selected by the administrator for the purposes of this subsection, is equal to the unfunded liability.

(5) Without limiting subsections (2) and (4), each unfunded liability must be funded by a separate series of payments under subsection (2)(c) or (4) and must not be combined for that purpose with any other unfunded liability.

(6) If the current actuarial valuation report in relation to a pension plan establishes that the total amount of all unfunded liabilities of the plan component is less than the total amount of all unfunded liabilities projected for the plan component in the previously filed actuarial valuation report, the amount of that actuarial gain must be used

(a) to eliminate every unfunded liability of that plan component, or
(b) if the amount of that actuarial gain is insufficient to eliminate every unfunded liability of the plan component, to reduce the unfunded liabilities of the plan component, with the oldest unfunded liability of the plan component being eliminated or reduced before more recent ones.

(7) If the target benefit component’s actuarial gain is used in the manner referred to in subsection (6)(b) to reduce the amount of an unfunded liability, the payments that are, under subsection (2) or (4), required to be made in relation to that unfunded liability may be

(a) reduced, on a prorated basis, and paid over,

   (i) the remainder of the applicable unfunded liability payment period, or

   (ii) a shorter period,

   or

(b) left unreduced and paid over a shorter period than the applicable unfunded liability payment period.

(8) If a target benefit component of a pension plan, or a participating employer’s share of a target benefit component of a pension plan, has accessible going concern excess, the accessible going concern excess may

(a) subject to sections 22 and 23, be used to improve benefits under the target benefit provision, or

(b) be left in the target benefit component.

(9) If a plan contributor is required under subsection (2) or (4) to make payments in relation to an unfunded liability, the plan contributor may make larger payments, more frequent payments or earlier payments than what is required, and, in that event, the plan contributor may, despite subsections (2) and (4), reduce or eliminate subsequent payments if

(a) the unfunded liability is eliminated within the applicable unfunded liability payment period, and

(b) the balance of the unfunded liability never exceeds the amount of that unfunded liability that would have existed had the full amount of the payments required under subsection (2) or (4) been made.

(10) The reviewer preparing an actuarial valuation report in relation to a negotiated cost plan must
(a) determine whether the expected contributions will be sufficient to meet the funding requirements applicable to the target benefit component, and

(b) if the reviewer determines that the expected contributions are not sufficient to meet the funding requirements applicable to the target benefit component,

   (i) promptly advise the administrator, and

   (ii) propose measures to the administrator that will ensure that contributions will be sufficient to meet the funding requirements applicable to the target benefit component.

(11) If the administrator receives the advice referred to in subsection (10)(b)(ii) in relation to the plan, the administrator of the plan must,

   (a) promptly after receiving the advice, notify the Superintendent that the contributions to the plan required by the plan documents in relation to the target benefit component are not sufficient to meet the funding requirements applicable to that target benefit component, and

   (b) concurrently with or before the filing of the actuarial valuation report,

      (i) satisfy the Superintendent that a contribution increase, sufficient to allow the plan to meet the funding requirements applicable to the target benefit component, has been incorporated into the applicable collective agreement, or

      (ii) under section 20(2)(a) or (b) of the Act, amend the plan text document to reduce benefits.

(12) This section applies to designated plans as defined in the *Income Tax Regulations* (Canada) but only to the extent allowed under those regulations.

**Plan contributor’s share**

62 For the purposes of sections 60 and 61, there must be determined, as at a review date, for each plan contributor to a non-collectively bargained multi-employer plan, and there may be determined, for each plan contributor to a collectively bargained multi-employer plan, his or her share of the following in relation to each benefit formula component of the plan:
Section 63

EMPLOYMENT PENSION PLANS REGULATION

AR 154/2014

(a) the normal actuarial cost applicable to the benefit formula component;

(b) the going concern asset value applicable to the benefit formula component;

(c) the going concern liabilities value applicable to the benefit formula component;

(d) the solvency asset value applicable to the benefit formula component;

(e) the solvency liabilities value applicable to the benefit formula component;

(f) each unfunded liability, if any, of the benefit formula component;

(g) except in the case of a target benefit component, each solvency deficiency, if any, of the benefit formula component;

(h) the actuarial gains or losses, if any, applicable to the benefit formula component;

(i) the solvency reserve account, if any;

(j) the going concern actuarial excess, if any;

(k) solvency actuarial excess, if any.

Smoothing restrictions

63 If, in preparing an actuarial valuation report in relation to a pension plan of which the plan text document contains a benefit formula provision, the reviewer uses an averaging method that stabilizes short-term fluctuations in the market value of the assets of the benefit formula component when determining the going concern assets value of the component, the method by which and the period over which the averaging occurs must be satisfactory to the Superintendent.

Stress testing

64 When preparing an actuarial valuation report in relation to a pension plan of which the plan text document contains a target benefit provision, the reviewer must do the following in a manner satisfactory to the Superintendent:
(a) select the factors that, in the reviewer’s opinion, pose a material risk to the plan’s ability to meet the funding requirements under section 61;

(b) reflect, in the actuarial valuation report, for each of the selected risk factors, any material changes that would be necessitated in the report if a situation contemplated by that risk factor changed in a reasonably foreseeable way without any of the other situations contemplated by any of the other risk factors changing;

(c) explain the justification for selecting the risk factors referred to in clause (a) and the situational changes considered under clause (b).

Withdrawal of actuarial excess from a solvency reserve account before termination

65(1) For the purposes of section 54(5) of the Act, actuarial excess may, subject to subsection (3), be withdrawn from a plan’s solvency reserve account as follows:

(a) the person who may apply to withdraw actuarial excess from the plan’s solvency reserve account is the administrator of the plan, and

(b) the administrator may,

(i) in the case of a plan that is not a divisional multi-employer plan, withdraw an amount that is not more than the plan’s accessible solvency excess, or

(ii) in the case of a participating employer in a divisional multi-employer plan, withdraw an amount that is not more than the participating employer’s accessible solvency excess.

(2) Actuarial excess must not be withdrawn from the plan’s solvency reserve account unless

(a) the administrator has made written application to the Superintendent for consent to withdraw

(i) not more than 20% of the plan’s accessible solvency excess or not more than 20% of the participating employer’s accessible solvency excess, as the case may be, in the fiscal year in which the application is made, and

(ii) not more than 20% of that accessible solvency excess in the following fiscal years, if any, to which the
application applies, up to a maximum of the 2 following fiscal years,

(b) the existence and amount of the accessible solvency excess that is to be withdrawn have been established by the current actuarial valuation report and that actuarial valuation report was prepared as at a date that is not more than one year before the date of the application,

(c) the administrator has provided to the Superintendent any information and documents the Superintendent requires in order to assess the application,

(d) the Superintendent has consented, in writing, to the withdrawals referred to in the application and that consent has not been revoked under subsection (3),

(e) no withdrawals of actuarial excess are made other than withdrawals that have been consented to by the Superintendent and that are made before the earlier of

(i) the date on which a new actuarial valuation report is filed in relation to the plan, and

(ii) the date that, under section 49, is the date on which a new actuarial valuation report is required to be filed in relation to the plan,

and

(f) one of the following applies:

(i) the plan is not a divisional multi-employer plan and no defined benefit components has an unfunded liability and the withdrawal will not result in any defined benefit component having an unfunded liability, or

(ii) the plan is a divisional multi-employer plan and the participating employer’s share of any unfunded liability of a defined benefit component of the plan being funded by the participating employer is zero and the withdrawal will not result in the employer’s share of any unfunded liability becoming greater than zero.

(3) If the Superintendent is of the opinion that it is appropriate to do so, the Superintendent may revoke his or her consent to a withdrawal of actuarial excess and direct the administrator to cease withdrawing accessible solvency excess from a solvency reserve account.
(4) After withdrawing actuarial excess from a plan’s solvency reserve account, the administrator of the plan must, in accordance with subsection (5), disclose the withdrawal:

(a) to the following active members, in the annual statement required under section 31:

(i) in the case of a plan that is not a divisional multi-employer plan, to active members accruing benefits from a defined benefit component of the plan;

(ii) in the case of a divisional multi-employer plan, to active members accruing benefits from a defined benefit component of the plan that are funded by the participating employer;

(b) to the following persons in receipt of a pension, in the annual statement required under section 32:

(i) in the case of a plan that is not a divisional multi-employer plan, to each person in receipt of a pension from a defined benefit component of the plan;

(ii) in the case of a divisional multi-employer plan, to each person in receipt of a pension from a defined benefit component of the plan that are funded by the participating employer.

(5) The disclosure required under subsection (4) must contain the following information:

(a) the amount of the solvency reserve account as determined in the current actuarial valuation report applicable to the plan;

(b) the amount of the plan’s accessible solvency excess or the participating employer’s accessible solvency excess, as the case may be, as disclosed in the current actuarial valuation report and the amount of that accessible solvency excess that was withdrawn in the period to which the annual statement applies.

Withdrawal of surplus from a solvency reserve account after plan termination

66(1) This section applies if

(a) one of the following applies:
(i) the plan is not a divisional multi-employer plan and the plan terminates;

(ii) the plan is a divisional multi-employer plan and the plan terminates or a participating employer withdraws from the plan and does not join or establish a successor plan that assumes responsibility for the employer’s liabilities under the plan,

(b) the plan has a solvency reserve account, and

(c) the plan or a participating employer’s share of the plan has surplus on the effective date of the termination of the plan or the withdrawal referred to in subsection (1)(a)(ii).

(2) The surplus must not be withdrawn from the solvency reserve account until the following have been paid:

(a) in the case of a plan that is not a divisional multi-employer plan, all of the benefits to which members of the plan are entitled on termination of the plan;

(b) in the case of a divisional multi-employer plan, all of the benefits to which the participating employer’s affected members are entitled on termination of the plan or the participating employer’s withdrawal from the plan.

(3) After all of the benefits referred to in subsection (2)(a) or (b), as the case may be, have been paid, the administrator may, subject to subsection (4), apply to withdraw the following:

(a) in the case of a plan that is not a divisional multi-employer plan, the money in the solvency reserve account;

(b) in the case of a divisional multi-employer plan, the participating employer’s share of the solvency reserve account.

(4) The money referred to in subsection (3) must not be withdrawn under subsection (3) unless

(a) the administrator has, in accordance with subsection (5), made written application to the Superintendent for consent to withdraw that money,

(b) the existence and amount of the plan’s surplus or the participating employer’s share of surplus, as the case may be, has been established by the actuarial valuation report that was prepared as at the effective date of termination or
the participating employer’s withdrawal from the plan, and

(c) the Superintendent has consented to the withdrawal.

(5) An application to the Superintendent for consent to withdraw the money referred to in subsection (3) must include the following:

(a) confirmation that all benefits referred to in subsection (2)(a) or (b), as the case may be, have been paid;

(b) the amount of the money referred to in subsection (3);

(c) any other information or records required by the Superintendent.

Use of letters of credit for meeting solvency deficiencies

67(1) In this section,

(a) “acceptable rating”, in relation to a bank or credit union, means a current rating of

(i) A or better given to the bank or credit union by DBRS Limited, Fitch Ratings Ltd or Standard & Poor’s Ratings Services, or

(ii) A2 or better given to the bank or credit union by Moody’s Investors Service;

(b) “holder”, in relation to a letter of credit, means the fundholder to whose benefit the letter of credit is made out or that fundholder’s successor;

(c) “issuer” means a bank or credit union that has an acceptable rating and is a member of the Canadian Payments Association;

(d) “obligated issuer”, in relation to a letter of credit used for the purposes of section 55 of the Act, means an issuer that is contractually liable to pay money under the letter of credit if that payment is demanded under the letter of credit;

(e) “prescribed letter of credit” means a letter of credit that

(i) is an irrevocable and unconditional standby letter of credit,

(ii) was issued by an issuer that is not a participating employer in the plan for which the letter of credit has been issued or an affiliate of that employer as that
term is defined in section 2 of the *Business Corporations Act*,

(iii) is issued to a fundholder in trust for the benefit of the pension plan,

(iv) specifies the date on which it becomes effective and the date on which it expires,

(v) expires no later than one year after the date on which it becomes effective,

(vi) makes the issuer that issued it contractually liable to pay money under it if that payment is demanded under the letter of credit,

(vii) is issued in Canadian currency, and

(viii) provides that

(A) on demand for payment under the letter of credit, the obligated issuer will, immediately after that demand, pay the lesser of the face amount or the amount demanded,

(B) the insolvency or bankruptcy of the participating employer in the plan for which the letter of credit has been issued has no effect on the rights or obligations of the obligated issuer or the holder under the letter of credit,

(C) immediately after the date on which the letter of credit expires, it will, in accordance with this section, be renewed, replaced or allowed to expire without renewal or replacement,

(D) if the obligated issuer decides not to renew the letter of credit, the obligated issuer will notify the administrator of the plan for which the letter of credit has been issued, the holder and the Superintendent of that decision at least 90 days before the expiry of the letter of credit,

(E) the letter of credit may not be assigned unless it is assigned to another issuer,

(F) the letter of credit may not be amended, except

(I) on renewal, or

(II) if there is a change of holder, to reflect that change,
and

(G) is in accordance with the rules of International Standby Practices ISP98 (publication No. 590) of the International Chamber of Commerce, as those rules are amended or replaced from time to time;

(f) “solvency deficiency payments”, in relation to a pension plan, means the special payments referred to in section 60(2)(c) or (3).

(2) This section applies to a pension plan of which the plan text document contains one or more defined benefit provisions.

(3) A letter of credit may not be used in relation to a defined benefit component of the plan for the purposes of section 55 of the Act unless it a prescribed letter of credit.

(4) If a letter of credit is issued in relation to a defined benefit component of the plan for the purpose of section 55 of the Act and is not a renewal of or a replacement for a letter of credit previously issued for that purpose, the administrator must, at least 30 days before the date on which the next solvency deficiency payment applicable to that plan component falls due, file both of the following:

(a) the executed letter of credit or a certified copy of it;

(b) a written statement from the administrator that the letter of credit is a prescribed letter of credit.

(5) If a letter of credit is to be issued in relation to a defined benefit component of the plan for the purpose of section 55 of the Act as a renewal of or replacement for a letter of credit previously issued for that purpose, the administrator must, at least 30 days before the expiry of the letter of credit to be renewed or replaced, file both of the following:

(a) file both of the following:

(i) the executed renewal or replacement letter of credit or a certified copy of it;

(ii) a written statement from the administrator that the renewal or replacement letter of credit is a prescribed letter of credit,

(b) notify the holder that the renewal or replacement letter of credit was filed under clause (a), and

(c) follow the process set out in subsection (6), if applicable.
(6) Subject to subsection (12)(b), the amount covered by a renewal or replacement letter of credit may be reduced from the amount covered by the letter of credit being renewed or replaced as follows:

(a) if the administrator files, with the documents filed under subsection (5)(a), a current actuarial valuation report showing that, despite the reduction, the funding requirements under section 60 will continue to be met, the amount covered by the renewal or replacement letter of credit may be reduced from the amount covered by the letter of credit being renewed or replaced to the extent indicated in the actuarial valuation report;

(b) if the administrator files, with the documents filed under subsection (5)(a), proof that the participating employers who provided the letter of credit have remitted to the plan for application to a defined benefit component all or a portion of the amount covered by the letter of credit to be renewed or replaced, the amount covered by the renewal or replacement letter of credit may be reduced from the amount covered by the letter of credit being renewed or replaced by the amount of the employer’s remittance;

(c) if the administrator files, with the documents filed under subsection (5)(a),

(i) proof that the participating employer has remitted to the plan for application to the defined benefit component a portion of the amount covered by the letter of credit to be renewed or replaced, and

(ii) a current actuarial valuation report showing that, after taking into account both the remittance referred to in subclause (i) and the reduction, the funding requirements under section 60 will continue to be met,

the amount covered by the renewal or replacement letter of credit may be reduced from the amount covered by the letter of credit being renewed or replaced by the combination of the reduction contemplated by subclause (i) and the reduction contemplated by subclause (ii).

(7) If a letter of credit issued in relation to a defined benefit component of the plan for the purposes of section 55 of the Act is to be allowed to expire without being renewed or replaced, the administrator must, at least 30 days before the letter of credit expires,

(a) notify the Superintendent and the holder of that fact, and
(b) at the same time that that notice is provided to the Superintendent, file

(i) a current actuarial valuation report showing that, despite the expiry, the funding requirements under section 60 will continue to be met, or

(ii) proof that the participating employers who provided the letter of credit to the holder have remitted to the plan for application to the defined benefit component all of the amount covered by the letter of credit.

(8) As soon as practicable after receiving an executed letter of credit under subsection (4), (5)(a) or (9)(c), or a certified copy of it, as the case may be, the Superintendent must provide to the administrator a notice acknowledging that receipt.

(9) If the Superintendent notifies the administrator that an executed letter of credit is not a prescribed letter of credit, the following must occur within 30 days after that notification:

(a) the administrator must notify the participating employers who provided the letter of credit of that fact;

(b) the participating employers who provided the letter of credit must

(i) provide to the administrator a letter of credit that is a prescribed letter of credit, or

(ii) make solvency deficiency payments in accordance with section 60;

(c) the administrator must, if a letter of credit is provided to the administrator under clause (b)(i), file that executed letter of credit, or a certified copy of it, together with a written statement referred to in subsection (4)(b) that relates to that letter of credit.

(10) If the Superintendent provides to the administrator a notice of receipt under subsection (8) in relation to a letter of credit, the administrator must forward the original of the executed letter of credit to the holder, together with a copy of the Superintendent’s acknowledgement of receipt, within the following time periods:

(a) if the letter of credit is not a renewal or replacement letter of credit, on or before the day when the first of the solvency deficiency payments to which the letter of credit relates falls due;
(b) if the letter of credit is a renewal or replacement letter of credit, at least 15 days before the expiry of the letter of credit being renewed or replaced.

(11) If, 14 days before the expiry of a letter of credit, the holder

(a) has not received any document that the administrator is required to send to the holder under subsection (5)(b) or (10), and

(b) has not received notice that the plan is or is about to be terminated,

the holder must, on the next business day, demand payment from the obligated issuer of the full amount of the letter of credit.

(12) If a defined benefit component to which the letter of credit relates, or the plan, is or is about to be terminated, the administrator must

(a) maintain the letter of credit in force, and

(b) if necessary, renew or replace the letter of credit, without the amount covered by the renewal or replacement letter of credit being reduced from the amount covered by the letter of credit being renewed or replaced, and maintain the renewal or replacement letter of credit in force,

until

(c) the Superintendent has provided notice of acceptance of the termination report and the administrator has received permission to cancel the letter of credit under subsection (13)(a),

(d) the solvency assets value of the defined benefit component to which the letter of credit relates is equal to or greater than the solvency liabilities value of that plan component, or

(e) the demand for payment under subsection (14) has been made.

(13) At the time of notifying the administrator that the termination report has been accepted, the Superintendent must also notify the administrator, with a copy to the holder, that, based on that termination report,

(a) the letter of credit may be cancelled because the solvency assets value of the defined benefit component to which the letter of credit relates is at least equal to the solvency liabilities value of that plan component, or
(b) the solvency assets value of the defined benefit component to which the letter of credit relates is less than the solvency liabilities value of that plan component.

(14) If subsection (13)(b) applies,

(a) the Superintendent must, in both the notice to the administrator and the copy to the holder, identify the amount by which the solvency liabilities value of the defined benefit component to which the letter of credit relates exceeds the solvency assets value of that plan component, and

(b) one of the following must occur:

(i) the administrator must, within 14 days after receiving that notice, ensure that the holder has received the amount by which the solvency liabilities value of the defined benefit component to which the letter of credit relates exceeds the solvency assets value of that plan component;

(ii) if the holder does not receive that amount within that 14-day period, the holder must, on the next business day after that 14-day period ends, demand payment from the obligated issuer of the letter of credit for the lesser of

(A) the full amount of the letter of credit, and

(B) the amount by which the solvency liabilities value of the defined benefit component to which the letter of credit relates exceeds the solvency assets value of that plan component.

(15) A notice that is to be given under this section must be given in writing, and a demand under a letter of credit must be in writing or in any other manner provided for under the letter of credit.

(16) If a participating employer arranges a letter of credit in relation to a defined benefit component of the plan for the purposes of section 55 of the Act,

(a) the fees related to the issue and maintenance of the letter of credit must not be included in the letter of credit or charged as a cost to the plan, and

(b) the participating employer who arranged the letter of credit must either
(i) make monthly payments to the plan, each of which must be

(A) equal to the interest that would have accrued on the amount of the solvency deficiency covered by the letter of credit in the previous month had that interest been calculated at the interest rate used to establish that solvency deficiency, and

(B) made within 30 days after the end of the month to which the interest payment relates,

or

(ii) ensure that the interest payments referred to in subclause (i) are included in the amount covered by the letter of credit.

(17) If a participating employer has arranged a letter of credit in relation to a defined benefit component of the plan for the purposes of section 55 of the Act, when a person becomes entitled to a transfer, within the meaning of section 90 of this Regulation, from the plan, the participating employer must

(a) make a lump sum payment to the plan, in an amount equal to the transfer deficiency, before making the transfer, or

(b) include an amount equal to the transfer deficiency in the participating employer’s next remittance of contributions.

(18) References in this Regulation to the issuing of a letter of credit are to be taken to mean,

(a) where the letter of credit is or was renewed (whether with or without an increase or decrease in the amount covered), to the renewal or the latest renewal of it or to the letter of credit as renewed, and

(b) where the letter of credit is or was confirmed, to the confirmation or the latest confirmation of it or to the letter of credit as confirmed,

as the case may be, and, for the avoidance of any doubt, to include the replacement of an existing letter of credit.

(19) References in this Regulation to confirmation, in the context of a letter of credit, mean the assumption, whether by force of law or of contract, by a Canadian banking subsidiary of a foreign bank of liability for any payments under the letter of credit for which that foreign parent bank is liable but does not pay.
Division 2
Contributions to Plan

Remittance of contributions

68(1) A participating employer in a pension plan must remit contributions due to the pension fund of the plan as follows:

(a) in the case of contributions made by active members, within 30 days after the end of the month in which the contributions were received by the participating employer or were deducted from the active members’ remuneration;

(b) in the case of participating employer contributions required in relation to a defined contribution provision,

(i) subject to subclause (ii), within 30 days after the end of the month for which those contributions are payable, or

(ii) for a contribution of which the amount relates to profits of the participating employer, within 90 days after the end of the fiscal year to which the profits relate;

(c) in the case of participating employer contributions under a plan of which the plan text document contains a benefit formula provision, within 30 days after the end of the month for which those contributions are payable.

(2) The contribution amounts being remitted by a participating employer under a plan of which the plan text document contains a benefit formula provision must be determined on the basis of the current actuarial valuation report or cost certificate.

(3) In the case of a plan other than a jointly sponsored plan, within 30 days after the filing of a new actuarial valuation report or cost certificate, the participating employer must, in addition to remitting the contributions required under section 56(1) of the Act in accordance with this section, remit a payment equal to the amount determined by the following formula, if that amount is a positive number:

\[
\text{(contribution requirement - amount remitted) + applicable interest}
\]

where

“amount remitted” means the amount of the contributions, attributable to the preparation period, that had actually been remitted by the participating employer in accordance with section 56(1) of the Act;
“applicable interest” means interest calculated

(a) on the positive difference, if any, obtained by subtracting the amount remitted from the contribution requirement, and

(b) at the same rate of interest as was used in the current actuarial valuation report to calculate the amount of the contributions referred to in subsection (1)(c);

“contribution requirement” means the amount of the contributions that the participating employer would have been required to remit for the preparation period had the new actuarial valuation report or cost certificate been filed on the review date;

“preparation period”, in relation to a filed actuarial valuation report, means the period between the review date for the actuarial valuation report and the date on which the actuarial valuation report was filed.

(4) In the case of a jointly sponsored plan, the requirement for the participating employers and active members to make contributions in accordance with the rule for calculating the normal actuarial cost under section 49(5)(a) commences at the beginning of the 2nd fiscal year of the plan following the review date.

(5) Nothing in this section prevents a participating employer from meeting any obligation under this section or section 56 of the Act in a manner contemplated by section 67 or 75 of this Regulation.

Notice of failure to remit

A notice of failure to remit contributions required under section 56(3) of the Act must include the following:

(a) the name of the plan and its Canada Revenue Agency registration number;

(b) current contact information of the person who prepared the notice;

(c) a statement that no contributions were remitted;

(d) the amount of required contributions which are outstanding or an estimate of them;

(e) the period or periods to which the contribution in clause (c) relate;
Summary of contributions

70(1) An administrator referred to in section 56(5) of the Act must, at the following times, provide to the fundholder a summary of the contributions required to be made in respect of the plan:

(a) within 30 days after the registration of the plan;

(b) within 30 days after the beginning of each fiscal year of the plan;

(c) within 30 days after the occurrence of an event that materially changes the amount of the contributions that must be made to the plan.

(2) An administrator referred to in subsection (1) who administers a plan that was registered before the coming into force of this section must, within 150 days after the coming into force of this section, provide to the fundholder a summary of the contributions required to be made in respect of the plan.

Allocation or distribution of excess member contributions

71(1) Subject to section 57(5) to (7) of the Act, if, in relation to a pension plan of which the plan text document contains a benefit formula provision, the contributions of a member of the plan result in there being an excess referred to in section 57(2) of the Act, the excess must be allocated or distributed under section 57(4) of the Act at the earliest of the following:

(a) the date on which the member terminates active membership in the plan;

(b) the date on which the member reaches his or her pension commencement date;

(c) the date on which the benefit formula provision is converted under section 112 of the Act to a defined contribution provision and that conversion results in the benefits that have accrued to the date of the conversion being converted.

(2) The lump sum payment to which a member referred to in section 57(7) of the Act is entitled under section 57(4) of the Act must be reduced by multiplying the amount calculated under section 57(2) of the Act by the lesser of

(a) one, and

(b) the target benefit funded ratio that is set out in the current actuarial valuation report for the plan.
Division 3
Investing Plan Assets

Investment requirements

72(1) In this section,

(a) “investment” means the investment of the assets of a pension plan and includes loans and deposits of those assets;

(b) “permitted investment” means an investment permitted under this section and federal Schedule III, and “permitted” is to be construed accordingly.

(2) Despite the provisions of any pension plan or of any instrument governing a plan, the assets of a plan must be invested, and the investments must be made, in accordance with federal Schedule III.

(3) When interpreting federal Schedule III for the purposes of this section, “Canadian resource property” has the meaning assigned to it by paragraph 66(15)(c) of the Income Tax Act (Canada) and “Superintendent” means the person appointed as the Superintendent of Pensions under section 4 of the Act.

(3.1) When interpreting federal Schedule III for the purposes of this section, the phrase “related party” does not include

(a) the Crown in right of Alberta,

(b) an agent of the Crown in right of Alberta,

(c) a corporation that is controlled directly or indirectly by the Crown in right of Alberta or by an agent of the Crown in right of Alberta, or

(d) an entity in which the Crown in right of Alberta or an agent of the Crown in right of Alberta has a direct or indirect substantial interest.

(4) If the plan text document provides that a member must provide direction regarding investments,

(a) the administrator must offer a sufficient number of investment options of varying degrees of risk and expected return that would allow a reasonable and prudent person to create a portfolio of investments that is appropriate for retirement savings, and

(b) the administrator must, on or before June 30, 2015, ensure that one of the following default investment options will
Section 73  EMPLOYMENT PENSION PLANS REGULATION  AR 154/2014

apply to the account of a member who fails to provide direction regarding the investments:

(i) a balanced fund;

(ii) a portfolio of investments that takes into account a member’s age.

(4.1) Contributions remitted after September 1, 2014 by a member referred to in subsection (4)(b) must be deposited into the default account under subsection (4)(b).

(5) The administrator must ensure that a current record is maintained that clearly identifies every investment held on behalf of the plan, the name in which the investment is made and, where appropriate, the name in which the investment is registered.

Interest, gains and losses on contributions

73(1) In this section,

(a) “calculation period”, in relation to a pension plan, means the period at the end of which, under the plan text document of the plan, interest is to be calculated

(i) in relation to contributions to the plan, or

(ii) on the commuted value of benefits under the plan;

(b) “CANSIM rate”, in relation to a period of not more than 12 months for which interest is payable, means the rate of interest calculated on the basis of the average of the yields of 5-year personal fixed term chartered bank deposit rates, determined by reference to the Canadian Socio-Economic Information Management System (CANSIM) Series V 122515 compiled by Statistics Canada and available on the website maintained by the Bank of Canada, which average is determined in relation to the most recent period of that length for which the rates are available;

(c) “contribution account” means,

(i) in relation to member-required contributions made to a plan under a benefit formula provision, the total of

(A) the member-required contributions made by the member under that benefit formula provision, and

(B) the interest, if any, that is attributable to those contributions and any related interest,
(ii) in relation to member-required contributions made by the member and contributions made by participating employers to a plan under a defined contribution provision, the total of

(A) the member-required contributions made by the member and contributions made by participating employers under that defined contribution provision, and

(B) the interest, if any, that is attributable to those contributions and any related interest,

and

(iii) in relation to additional voluntary contributions and optional ancillary contributions made to a plan and transferred contributions transferred to the plan by or on behalf of the member, the total of

(A) the additional voluntary contributions and optional ancillary contributions made by the member and transferred contributions transferred to the plan by or on behalf of the member under the provision of the plan text document that authorizes those contributions or that transfer, and

(B) the interest, if any, that is attributable to those contributions and any related interest;

(d) “fund rate of return” means the return, expressed as a percentage, earned by the pension fund.

(2) Interest that is to be calculated on contributions to a pension plan that are attributable to an active member, or to a deferred member who has not elected a transfer under section 99 of the Act, must be calculated as follows:

(a) in relation to member-required contributions made to the plan by the member under a benefit formula provision, in the case of a plan other than a jointly sponsored plan,

(i) on the balance in the member’s contribution account related to those member-required contributions as at the end of the previous calculation period at the CANSIM rate or the fund rate of return, as specified in the plan text document, and
(ii) on the contributions made by the member under the benefit formula provision in the current calculation period, at \( \frac{1}{2} \) of the rate referred to in subclause (i);

(b) in relation to member-required contributions made to the plan by the member and contributions made to the plan by the participating employers under a defined contribution provision,

(i) on the balance in the member’s contribution account related to those contributions as at the end of the previous calculation period at the fund rate of return, and

(ii) on the member-required contributions and participating employer contributions made in the current calculation period, at \( \frac{1}{2} \) of the rate referred to in subclause (i);

(c) in relation to additional voluntary contributions, optional ancillary contributions, and transferred contributions,

(i) on the balance in the member’s contribution account related to those additional voluntary contributions, optional ancillary contributions and transferred contributions as at the end of the previous calculation period at the fund rate of return, and

(ii) on the additional voluntary contributions, optional ancillary contributions made by the member and the transferred contributions transferred in the current calculation period, at \( \frac{1}{2} \) of the rate referred to in subclause (i).

(3) Subject to subsection (5), if termination of active membership has occurred and the individual entitled to a benefit elects a transfer under section 99 of the Act, interest that is to be calculated on the commuted value of benefits under the plan must be calculated to the end of the month preceding the month in which the transfer is made as follows:

(a) if the benefits are under a benefit formula provision, at the interest rate used to determine the commuted value;

(b) if the benefits are under a defined contribution provision, at the fund rate of return.

(4) If a member is entitled to a refund of additional voluntary contributions and optional ancillary contributions or to payment or transfer of the member’s excess contributions determined under section 57 of the Act, interest that is to be calculated on the.
additional voluntary contributions and optional ancillary contributions or on the member’s excess contributions must be calculated to the end of the month preceding the month of refund, payment or transfer at the fund rate of return.

(5) If, on the effective date of termination of a pension plan, a member is entitled to a refund, payment or transfer, interest that is to be calculated on that refund, payment or transfer, must, unless the member is a deferred or retired member on whose behalf the plan is to purchase an annuity, be calculated from the effective date of termination to the end of the month preceding the month in which the refund, payment or transfer is made at the fund rate of return.

(6) The calculation period applicable to a plan must be no longer than one year.

(7) Interest on contributions to a pension plan that are attributable to a member must be calculated and credited to the member’s contribution account at the end of each calculation period.

(8) If the plan text document of a pension plan provides for interest to be calculated in another manner and at other rates, that provision applies to the plan despite any provision of this section if the Superintendent

(a) considers that that manner and those rates are reasonable and appropriate, and

(b) consents in writing to the provision.

**Division 4**

**Use of Actuarial Excess and Surplus**

**Distribution of actuarial excess or surplus**

74(1) For the purposes of section 64 of the Act as it relates to a plan of which the plan text document contains a defined benefit provision, the actuarial excess that may be distributed is

(a) in the case of a plan that is not a divisional multi-employer plan, the plan’s accessible going concern excess, or

(b) in the case of a divisional multi-employer plan, the participating employer’s accessible going concern excess.

(2) Despite subsection (1), actuarial excess must not be distributed unless
(a) the administrator has, in accordance with subsection (9), made written application to the Superintendent for consent to distribute actuarial excess,

(b) the existence and amount of the plan’s accessible going concern excess or the participating employer’s accessible going concern excess, as the case may be, have been established by the current actuarial valuation report and that actuarial valuation report was prepared as at a date that is not more than one year before the date of the application,

(c) the administrator has provided to the Superintendent any information and documents the Superintendent requires in order to assess the application,

(d) the Superintendent’s consent, referred to in section 64(1)(c) of the Act, to the distributions of actuarial excess has not been revoked under subsection (5) of this section,

(e) the distribution is made before the earlier of

(i) the date on which a new actuarial valuation report is filed in relation to the plan, and

(ii) the date that, under section 49, is the date on which a new actuarial valuation report is required to be filed in relation to the plan,

and

(f) one of the following applies:

(i) the plan is not a divisional multi-employer plan and no defined benefit components has a solvency deficiency and the withdrawal will not result in any defined benefit component having a solvency deficiency;

(ii) the plan is a divisional multi-employer plan and the participating employer’s share of the solvency deficiencies of any defined benefit component of the plan being funded by the participating employer is zero and the withdrawal will not result in the employer’s share of the solvency deficiencies becoming greater than zero.

(3) For the purposes of section 64 of the Act as it relates to a plan of which the plan text document contains a defined benefit provision, the surplus that may be distributed is,
(a) in the case of a plan that is not a divisional multi-employer plan, the surplus applicable to the defined benefit component, and

(b) in the case of a divisional multi-employer plan, the participating employer’s share of surplus.

(4) Despite subsection (3), surplus must not be distributed unless

(a) the administrator has, in accordance with subsection (9), made written application to the Superintendent for consent to distribute surplus,

(b) the existence and amount of the surplus or the participating employer’s share of surplus has been established by the actuarial valuation report that was prepared as at the effective date of termination or the participating employer’s withdrawal from the plan, and

(c) one of the following applies;

(i) the plan is not a divisional multi-employer plan and no distributions of surplus are made other than distributions that have been consented to by the Superintendent;

(ii) the plan is a divisional multi-employer plan and no distribution of the participating employer’s share of surplus are made other than distributions that have been consented to by the Superintendent.

(5) If the Superintendent is of the opinion that it is appropriate to do so, the Superintendent may revoke his or her consent to a distribution of accessible going concern excess or surplus and direct the administrator to cease distributing accessible going concern excess or surplus.

(6) At least 30 days before submitting an application to the Superintendent under this section in relation to a distribution of actuarial excess or surplus, the administrator of the plan must provide a written notice that meets the requirements of subsection (7) to

(a) the following members:

(i) in the case of a plan that is not a divisional multi-employer plan, the active members and deferred members of the plan who have an entitlement to benefits from a defined benefit component of the plan;
(ii) in the case of a divisional multi-employer plan, the active members and deferred members of the plan who have an entitlement to benefits from a defined benefit component of the plan that is being funded by the participating employer,

(b) the following persons in receipt of a pension:

(i) in the case of a plan that is not a divisional multi-employer plan, to each person in receipt of a pension from a defined benefit component of the plan;

(ii) in the case of a divisional multi-employer plan, to each person in receipt of a pension from a defined benefit component of the plan that are being funded by the participating employer,

(c) a trade union that is a certified bargaining agent within the meaning of the Labour Relations Code and that represents,

(i) in the case of a plan that is not a divisional multi-employer plan, members of the plan who have an entitlement to benefits under the defined benefit provision, or

(ii) in the case of a divisional multi-employer plan, the participating employer’s affected members who have an entitlement to benefits from a defined benefit component that are being funded by the participating employer,

and

(d) any other person designated by the Superintendent.

(7) The notice required under subsection (6) must be consented to by the Superintendent, must accord with any terms and conditions imposed by the Superintendent under section 6 of the Act and must include the following information:

(a) a statement that the administrator intends to distribute accessible going concern excess or surplus and to whom it is to be distributed;

(b) the following:

(i) if the administrator intends to distribute accessible going concern excess, the amount of the plan’s accessible going concern excess or the amount of the
participating employer’s accessible going concern excess, as the case may be, as established by the current actuarial valuation report;

(ii) if the administrator intends to distribute surplus, the amount of the plan’s surplus or the amount of the surplus applicable to the participating employer’s share of a defined benefit component of the plan, as the case may be, as established by the filed termination report applicable to the plan;

(c) the amount of accessible going concern excess or surplus that the administrator intends to distribute;

(d) a statement of the right, under section 37(2) or (3) of the Act, of a person referred to in subsection (6)(a), (b) or (c) of this section to examine, or to obtain from the administrator, additional information and records referred to in sections 43 and 46 of this Regulation;

(e) if the plan text document does not clearly provide for the distribution of the actuarial excess or surplus to be distributed or to whom it may be distributed,

(i) a proposal referred to in section 64(3) of the Act directed to the persons referred to in subsection (6)(a) and (b) of this section indicating how and to whom the distribution is to be made,

(ii) a means by which the persons referred to in subsection (6)(a) and (b) can indicate whether or not they consent to the proposal, and

(iii) a statement that unless the proposal receives the consent required under section 64(4) of the Act within 180 days after the proposal was provided, the proposed distribution will not proceed unless a new proposal is provided and a new consent is sought and obtained.

(8) If the plan text document does not clearly provide for the distribution of the actuarial excess or surplus to be distributed or to whom it may be distributed, the administrator must, promptly after determining whether the consent required under section 64(4) of the Act to the proposal referred to in subsection (7)(e) of this section had been received, provide notice of that result to the persons referred to in subsection (6)(a) or (b) of this section by the same method of communication as was used to provide the proposal to them.
(9) An application to the Superintendent for consent to distribute actuarial excess or surplus must include the following:

(a) a statement of the administrator that the notice required under subsection (6) was provided to the persons referred to in subsection (6) at least 30 days before the date on which the application was filed;

(b) a copy of the notice required under subsection (6);

(c) in the case of an application to distribute actuarial excess in relation to a plan that is not a divisional multi-employer plan,

(i) a request for consent to distribute

(A) not more than 20% of the plan’s accessible going concern excess in the fiscal year in which the application is made, and

(B) not more than 20% of that accessible going concern excess in each of the following fiscal years, if any, to which the application applies, up to a maximum of the 2 following fiscal years,

and

(ii) a statement that, in the administrator’s opinion, subsection (2)(f)(i) applies;

(d) in the case of an application to distribute actuarial excess in relation to a divisional multi-employer plan,

(i) a request for consent to distribute

(A) not more than 20% of the participating employer’s accessible going concern excess in the fiscal year in which the application is made, and

(B) not more than 20% of that accessible going concern excess in each of the following fiscal years, if any, to which the application applies, up to a maximum of the 2 following fiscal years,

and

(ii) a statement that, in the administrator’s opinion, subsection (2)(f)(ii) applies;

(e) in the case of an application to distribute surplus, a request for consent to distribute the surplus;
(f) if the plan text document does not clearly provide for the distribution of the actuarial excess or surplus to be distributed or to whom it may be distributed, a statement of the administrator that

(i) the proposal materials referred to in subsection (7)(e) were provided to the persons referred to in subsection (6)(a) and (b), and

(ii) the proposal received the consent required under section 64(4) of the Act;

(g) any other information or records required by the Superintendent.

Use of actuarial excess to reduce or eliminate contributions

75(1) This section applies to a pension plan of which the plan text document contains a defined benefit provision.

(2) For the purposes of section 65(1) of the Act, the actuarial excess that may be used to reduce or eliminate contributions required in relation to the plan is, subject to clause (b) and subsection (3),

(a) in the case of a plan that is not a divisional multi-employer plan, the plan’s accessible going concern excess, or

(b) in the case of a divisional multi-employer plan, the participating employer’s accessible going concern excess.

(3) Despite subsection (2), actuarial excess must not be used to reduce or eliminate contributions unless

(a) the existence and amounts of the following have been established by the current actuarial valuation report,

(i) in the case of a plan that is not divisional multi-employer plan, the plan’s accessible going concern excess, and

(ii) in the case of a divisional multi-employer plan, the participating employer’s accessible going concern excess,

(b) the actuarial excess is used for that purpose before the earlier of

(i) the date on which a new actuarial valuation report is filed in relation to the plan, and
(ii) the date that, under section 49 of this Regulation, is the date on which a new actuarial valuation report is required to be filed in relation to the plan,

(c) one of the following applies:

(i) the plan is not a divisional multi-employer plan and no defined benefit component has a solvency deficiency and the use of actuarial excess to reduce or eliminate contributions will not result in a defined benefit component having a solvency deficiency;

(ii) the plan is a divisional multi-employer plan and the participating employer’s share of any solvency deficiency of a defined benefit component being funded by the participating employer is zero and the use of actuarial excess to reduce or eliminate contributions will not result in the participating employer’s share of any solvency deficiency becoming greater than zero,

and

(d) in relation to the use of the actuarial excess for that purpose in any fiscal year, the use in that year does not exceed the amount referred to in subsection (4).

(4) The following limits apply to the use of actuarial excess to reduce or eliminate contributions:

(a) in the case of a plan that is not a divisional multi-employer plan,

(i) not more than 20% of the plan’s accessible going concern excess may be used to reduce or eliminate contributions in the first fiscal year to which the current actuarial valuation report applies, and

(ii) not more than 20% of the plan’s accessible going concern excess may be used for that purpose in each of the 2 following fiscal years;

(b) in the case of a divisional multi-employer plan,

(i) not more than 20% of the participating employer’s accessible going concern excess may be used to reduce or eliminate contributions in the first fiscal year to which the current actuarial valuation report applies, and
(ii) not more than 20% of the participating employer’s accessible going concern excess may be used for that purpose in each of the 2 following fiscal years.

(5) After using actuarial excess to reduce or eliminate contributions, the administrator of the plan must disclose the withdrawal in accordance with subsection (6).

(6) The disclosure required under subsection (5) must

(a) to the following active members, in the annual statement required under section 31:

(i) in the case of a plan that is not a divisional multi-employer plan, to active members accruing benefits from a defined benefit component of the plan;

(ii) in the case of a divisional multi-employer plan, to active members accruing benefits from a defined benefit component of the plan that are being funded by the participating employer;

(b) to the following persons in receipt of a pension, in the annual statement required under section 32:

(i) in the case of a plan that is not a divisional multi-employer plan, to each person in receipt of a pension from a defined benefit component of the plan;

(ii) in the case of a divisional multi-employer plan, to each person in receipt of a pension from a defined benefit component of the plan that is being funded by the participating employer,

and

(c) must contain the following information:

(i) a statement that the pension plan provides for reduction or elimination of contributions;

(ii) the amount of the following as established by the current actuarial valuation report;

(A) in the case of a plan that is not a divisional multi-employer plan, the amount of the plans’ accessible going concern excess;
(B) in the case of a divisional multi-employer plan, the amount of the participating employer’s accessible going concern excess;

(iii) the amount of the accessible going concern excess that was used by the employer to reduce or eliminate contributions during the fiscal year which the annual statement applies.

Part 7

Benefit and Transfers

Division 1

Restrictions on Access to Benefits

Exceptions to locking in

76(1) The amount prescribed for the purposes of section 71(1) of the Act is 20% of the Year’s Maximum Pensionable Earnings for the calendar year in which the most recent determination of the commuted values referred to in that section was made.

(2) The total amount of the series of payments referred to in section 71(3)(a)(i) of the Act, or the lump sum payment referred to in section 71(3)(a)(ii) of the Act, that a member may elect under that provision must be the commuted value of the benefits to which the member is entitled under the plan as that commuted value is determined without taking into consideration the shortened life expectancy of the member.

(3) For the purposes of section 71(3)(b) of the Act as it applies to a pension plan, a person referred to in that provision must not make a withdrawal from the plan under that provision unless the person is considered a non-resident for the purposes of the Income Tax Act (Canada).

(4) The statement that a pension partner must file under section 71(6) of the Act in relation to an election under section 71(3) of the Act must be in Form 6.

(5) The statement that a pension partner must file under section 71(6) of the Act in relation to an election under section 71(5) of the Act must be in Form 7.

(6) The prescribed conditions for the purpose of section 71(5)(a) of the Act are set out in Schedule 3.

Adjustments in pension for statutory payments

77(1) The period that a member may elect to have his or her pension payments increased for the purpose of section 76(1) of the
Act is the period of time, if any, commencing with the member’s pension commencement date and ending on the date the member is entitled to receive an unreduced pension under the CPP Act or the QPP Act.

(2) The amount prescribed for the purposes of section 76(1)(b) of the Act is 20% of the Year’s Maximum Pensionable Earnings for the calendar year in which the most recent determination of the commuted value referred to in that provision has been made.

(3) The maximum amount of a reduction allowed to a member of a pension plan under section 76(4) of the Act, because of a member’s entitlement to any payments under one or more of the CPP Act and the QPP Act, must be determined in accordance with the following formula:

\[
\frac{(CPP \text{ pension } \times \text{ contribution period}) + (QPP \text{ pension } \times \text{ contribution period})}{420}
\]

where

“CPP pension” means the amount of pension payable to the member under the CPP Act, as that amount is calculated as at the date of the member’s termination of active membership in the plan;

“contribution period” means the lesser of

(a) the number of months during which the member is accruing benefits under the plan, and

(b) 420;

“QPP pension” means the amount of pension payable to the member under the QPP Act, as that amount is calculated as at the date of the member’s termination of active membership in the plan.

(4) The maximum amount of a reduction allowed to a member of a pension plan under section 76(4) of the Act because of a member’s entitlement to any payments under the OAS Act must be determined in accordance with the following formula:

\[
\frac{(OAS \text{ pension } \times \text{ contribution period})}{420}
\]

where

“contribution period” means the lesser of
(a) the number of months, up to January 1, 1987, during which the member is accruing benefits under the plan, and

(b) 420;

“OAS pension” means the amount of pension payable to the member under the OAS Act, as that amount is calculated as at the date of the member’s termination of active membership in the plan.

Division 2
Benefits may be Affected

Life income type benefits

78(1) This section applies to a pension plan of which the plan text document authorizes payment of life income type benefits.

(2) The plan text document must not authorize payment of life income type benefits from any component of the plan other than a defined contribution component.

(3) The administrator must not establish a life income type benefits account for a member unless

(a) subject to clause (b)(ii), the member has made an election for unlocking under section 71(5)(a) of the Act that meets the conditions set out in Schedule 3 and the amount unlocked, if any, has been paid to the member, and

(b) if the member has a pension partner,

(i) a waiver in Form 8 has been signed by the member’s pension partner and provided to the administrator, and

(ii) if the member has elected the unlocking option, a waiver in Form 7 has been signed by the member’s pension partner and provided to the administrator.

(4) If, in a calendar year, life income type benefits are to be paid out of a life income type benefits account, the amount of those life income type benefits in that year must be

(a) not less than the life income type benefits minimum amount applicable to that account for that year, and

(b) not more than the life income type benefits maximum amount applicable to that account for that year.
(5) The plan text document may provide that a member may elect, effective on the member’s pension commencement date, to have the member’s defined contribution account used to establish a life income type benefits account.

(6) If a member makes an election referred to in subsection (5), there is established in the plan, effective on the member’s pension commencement date, a life income type benefits account for the member that consists of the defined contribution account referred to in the election.

(7) After a member establishes a life income type benefits account under subsection (5), the member may, if authorized to do so by the plan text document and subject to subsection (8), make a transfer into that account from one or more of the following:

(a) his or her locked-in retirement account;

(b) his or her life income fund;

(c) another pension plan.

(8) The administrator must not accept a transfer of money under subsection (7) to a life income type benefits account

(a) if the transfer is from another pension plan, other than another life income type benefits account or if the transfer is from a locked-in retirement account, unless

(i) subject to subclause (ii), the member has made an election for unlocking under section 71(5)(a) of the Act that meets the conditions set out in Schedule 3 and the amount unlocked, if any, has been paid to the member, and

(ii) if the member has a pension partner,

(A) a waiver in Form 8 has been signed by the member’s pension partner and provided to the administrator, and

(B) if the member has elected the unlocking option, a waiver in Form 7 has been signed by the member’s pension partner and provided to the administrator;

(b) if the transfer is from a life income fund or another life income type benefits account and the member has a pension partner, unless the original or a certified copy of the signed Form 7 and, if applicable Form 8 has been provided to the administrator.
(9) The administrator must not transfer money in a life income type benefits account to a locked-in retirement account.

(10) The administrator must not transfer money in a life income type benefits account to a life income fund unless the transfer is made in accordance with the requirements of section 132(1)(b).

(11) The administrator must not transfer money in a life income type benefits account to an insurance company to purchase a life annuity unless

(a) payments under the annuity must commence on or before the last date on which a person is allowed under the Income Tax Act (Canada) to start receiving a pension from a registered pension plan,

(b) there is no differentiation among the annuitants on the basis of gender, and

(c) if the member has a pension partner,

(i) the life annuity is in the form of a joint and survivor pension as described in section 90(2) of the Act, or

(ii) in the case of a life annuity that is in a form that is different from the form of pension described in subclause (i), a waiver in Form 4 has been signed by the pension partner and provided to the administrator not more than 90 days before the transfer.

(12) If a member who is receiving life income type benefits under a pension plan dies, the administrator must pay, as a lump-sum payment, the member’s life income type benefits balance

(a) to the deceased member’s surviving pension partner, or

(b) if the deceased member has no surviving pension partner at the time of death, or if the deceased member’s surviving pension partner has signed a waiver in Form 9 and provided the signed form to the administrator, to the deceased member’s designated beneficiary.

(13) In each calendar year, a member receiving life income type benefits must, within 30 days after receipt of a retirement statement under section 37, or an annual statement under section 32, notify the administrator in writing of the amount of life income type benefits to be paid to the member during that year, which amount must accord with subsection (4) of this section.

(14) If a member fails to comply with subsection (13) in any calendar year, the administrator must, subject to subsection (17),
Section 79

EMPLOYMENT PENSION PLANS REGULATION

pay to the member, in that year, the life income type benefits minimum amount applicable to the member’s life income type benefits account for that year.

(15) Subject to subsection (16) and without limiting subsection (17), a member receiving life income type benefits must, within 30 days after receipt of a transfer statement for life income type benefits account referred to in section 33(2), notify the administrator in writing of the additional amount of life income type benefits to be paid to the member during that year, which amount must accord with subsection (5) of this section.

(16) The additional payment or transfer under subsection (15) does not apply if the amount deposited into the life income type benefit account was previously held in another life income fund or life income type benefits account.

(17) A member receiving life income type benefits may, at any time during a calendar year, change the amount of life income type benefits to be paid to the member during the year to a different amount that accords with subsection (5).

Division 3

Marriage Breakdown

Definitions

79(1) Definitions in section 78 of the Act apply with respect to the interpretation of this Division.

(2) In this Division,

(a) “date of marriage breakdown” means the date on which the period of joint accrual ended, as specified in the matrimonial property order or agreement;

(b) “single life pension” means a pension payable during the life of the member pension partner or non-member pension partner, as applicable;

(c) “total entitlement” means the total benefit, or the value of that benefit, accrued to the member pension partner immediately before the division under Division 4 of Part 8 of the Act and on which that division is to be based under that Part, before applying

(i) the Matrimonial Property Act,

(ii) Part 8, Division 4 of the Act, or

(iii) this Division, except section 82(3);
Matrimonial property orders and agreements

80 A matrimonial property order or agreement must specify

(a) the dates when the period of joint accrual began and the
date of marriage breakdown for the purposes of the
Matrimonial Property Act, and

(b) the non-member pension partner’s share, having regard to
section 82(1) of the Act or, where distribution is to be
delayed under section 81(3)(b) or (c) of this Regulation,
how the amount of that share is to be calculated at that
future date.

Conditions and distribution

81(1) The conditions prescribed for the purposes of sections 81
and 83(3) of the Act, and the manner in which benefits are to be
divided and the non-member pension partner’s share are to be
distributed for the purposes of section 81 of the Act, are as set out
in this section.

(2) The non-member pension partner’s share, at that person’s
option, may be transferred in a manner specified in, and subject to,
section 99(1) of the Act if, at the date of the marriage breakdown,
the member pension partner

(a) earned a benefit under a defined contribution provision, or

(b) earned a benefit under a defined benefit or target benefit
provision and the member pension partner is more than 10
years from his or her pension eligibility date.

(3) If the member pension partner earned a benefit under a defined
benefit or target benefit provision, and if that person is within 10
years of the plan’s pension eligibility date but that person has not
yet reached his or her pension commencement date, the
non-member pension partner’s share, at that person’s option, may

(a) be transferred in accordance with subsection (2),

(b) be transferred

(i) when the member pension partner

(A) terminates active membership or reaches his or
her pension commencement date, or
(B) dies,

or

(ii) when the plan terminates,

or

(c) if the plan so provides, be paid as a deferred or immediate pension from the plan to the non-member pension partner.

(4) Notwithstanding subsection (3), if any of the circumstances described in section 71 of the Act apply with respect to the non-member pension partner’s share, the share may, at the option of the non-member pension partner, be paid to the non-member pension partner as a lump sum.

(5) Where a pension has already commenced to be paid to a member pension partner, the non-member pension partner’s share is to be paid in the form of a pension calculated in accordance with section 82(12) or, if the plan text document so provides, the value of that share may be transferred in accordance with an option referred to in subsection (2).

(6) Where the non-member pension partner’s share is payable from a life income type benefit under section 77 of the Act, the share must be transferred in accordance with section 99(1)(a)(i) and (iii) and (b) of the Act.

(7) If a member pension partner earned a benefit under a target benefit provision, and the non-member pension partner’s share is to be paid in accordance with subsections (2) and (3)(a) or (b), the non-member pension partner’s share must be multiplied by the target benefit funded ratio, calculated in accordance with section 89.

Calculation of benefits

82(1) The total entitlement, total pre-division benefit and non-member pension partner’s share are to be calculated in the manner set out in this section.

(2) The proportion prescribed for the purpose of section 82(3) of the Act is that proportion of the total period for which the benefit was accruing that is represented by the period between the beginning and end dates referred to in section 80(a).

(3) The total entitlement is to be calculated at the same time as the total pre-division benefit.
(4) In the case of a benefit earned under a defined benefit or target benefit provision, and subject to subsection (14), if the member pension partner has not yet commenced to receive a pension and the non-member pension partner does not make the choice, if applicable, under subsection (6), the total entitlement is equal to the commuted value of the member pension partner’s pension, calculated as if the member pension partner had terminated membership on the date of marriage breakdown.

(5) In the case of a benefit earned under a defined contribution provision, the total entitlement is equal to the commuted value of the benefit calculated as of the end of the month preceding the date of payment.

(6) Where the non-member pension partner is entitled to choose and chooses the method of distribution set out in section 81(3)(b), the total entitlement is the commuted value of the member pension partner’s pension or the value of any other benefit as at the date when it is to be received or commence to be received by the member pension partner.

(7) Where the non-member pension partner is entitled to choose and chooses the method of distribution set out in section 81(3)(c), the total entitlement is the pension itself.

(8) Where the member pension partner has already commenced to receive a pension, the total entitlement is the pension itself.

(9) For the avoidance of any doubt, the total entitlement is to exclude any value deriving from the member pension partner’s having made any additional voluntary contributions or optional ancillary contributions where no pension has yet commenced to be paid.

(10) For the purpose of section 82(1) of the Act the value of the total pre-division benefit is to be calculated in accordance with the following formula:

\[ A = B \times \frac{C}{D} \]

where

A is the total pre-division benefit

B is the total entitlement

C is the period between the beginning and end dates referred to in subsection (2)

D is the period during which the total entitlement accrued.
For the purpose of section 82(1) of the Act, the non-member pension partner’s share is to be calculated as the total pre-division benefit multiplied by the fractional proportion of it awarded or given to the non-member pension partner in the matrimonial property order or agreement.

The pension payable to the non-member pension partner under subsections (7) and (8) must

(a) be in the form of a pension payable during the life of the non-member pension partner,

(b) be based on the non-member pension partner’s age, and

(c) the actuarial present value of the pension payable to the non-member pension partner, when added to the actuarial present value of the pension payable to the member pension partner in accordance with section 83(1) or (2), as applicable, must be equal to the actuarial present value of the member pension partner’s pension, as it existed on the date of marriage breakdown.

Subject to subsection (14), the commuted value of the non-member pension partner’s share must be determined as of the date of marriage breakdown.

If the non-member pension partner’s share is a benefit determined with reference to a benefit formula provision of the plan text document, and if the payment or transfer of the non-member pension partner’s share occurs more than 180 days after the date on which the commuted value of the benefit was determined, the commuted value of the benefit must be redetermined as at a date not more than 30 days before the date of the payment or transfer of that benefit.

Adjustment of member pension partner’s share

Subject to subsection (2), the manner in which the administrator must adjust the member pension partner’s share, after the division, for the purposes of section 85 of the Act, is that the adjustment calculation follows generally accepted actuarial principles.

Where

(a) the member pension partner’s pension is divided in accordance with section 81(3)(c) or (5),

(b) the form of the member-pension partner’s pension selected at the member-pension partner’s pension...
commencement date was a joint and survivor pension described in section 88 of the Act, and

(c) the non-member pension partner is the joint annuitant of the joint and survivor pension,

the member pension partner’s pension must be adjusted to be in the form of a pension payable during the life of the member-pension partner and be based on the member pension partner’s age.

(3) Despite subsection (2), the plan text document may, at its option, provide for a different form of pension to the member pension partner.

Fees

84(1) The maximum amount prescribed for the purposes of section 87 of the Act is

(a) in the case of a member who is entitled to a benefit under a defined benefit component of a pension plan, $1000,
(b) in the case of a member who is entitled to a benefit under a target benefit component of a pension plan, $1000,
(c) in the case of a member who is entitled to a benefit under the defined contribution component of a pension plan, $300, and
(d) in the case of a member who is entitled to a benefit under more than one plan component, the sum of clause (a), (b) or (c) as applicable.

(2) The fee under section 87 of the Act is payable in equal proportions by the pension partners.

(3) The administrator may deduct a member pension partner’s or non-member pension partner’s share of the fee from any benefit payment that is to be made to or on behalf of that person.

Division 4
Death Benefits

Waiver of pension partner entitlement if member dies before pension commencement

85 The statement referred to in section 89(1)(b) of the Act must be in Form 5.
Waiver of pension partner entitlement if member dies after pension commencement

86(1) The statement required under section 90(4)(a) of the Act must be in Form 4.

(2) The statement required under section 90(6) of the Act must be in Form 9.

Division 5
Ancillary and Phased Retirement Benefits

Phased retirement benefits

87(1) A phased retirement benefit must not be paid from a pension plan to an eligible person under section 93 of the Act unless all of the following conditions have been met:

(a) the plan text document of the pension plan provides for the payment of a phased retirement benefit;

(b) the plan has not been terminated;

(c) the eligible person has entered into a written agreement with a participating employer in the plan for payment of the benefit;

(d) if the plan is administered by a board of trustees, the participating employer referred to in clause (c) has made arrangements approved by the board of trustees to fund payment of the benefit;

(e) during the phased retirement period, the eligible person is accruing a pension under the plan and the conditions described in section 8503(19) of the Income Tax Regulations (Canada) are satisfied.

(2) The portion prescribed for the purposes of section 93(4) of the Act is the portion referred to in section 8503(19)(b) of the Income Tax Regulations (Canada).

(3) During a phased retirement period,

(a) the eligible person must continue membership in the pension plan from which the phased retirement benefit is being paid,

(b) the administrator of the plan must not pay the pension to which the eligible person would otherwise be entitled under section 66(1) of the Act or which he or she would
otherwise be eligible to receive under section 67(1) of the Act,

(c) if the eligible person had commenced receiving a pension from the pension plan referred to in clause (a) before the phased retirement period began, the administrator of the plan must suspend the payment of that pension to the eligible person, and

(d) if, in a case to which subsection (1)(e) applies, the administrator of the plan had agreed to continue payment of the proportionate share of benefits other than the proposed phased retirement benefit to the eligible person’s pension partner or former pension partner, the administrator must continue those payments.

Lump-sum payments

88(1) An active member of a pension plan of which the plan text document contains a defined contribution provision may, in any fiscal year in which the following conditions are met, exercise any entitlement that he or she may have under section 94(1) of the Act to receive from the defined contribution component of the plan a lump sum payment, provided that:

(a) in the fiscal year, there is provided to the administrator an application for the lump sum payment that complies with subsection (2);

(b) in the fiscal year, no other applications for a lump sum payment have been provided to the administrator.

(2) An application referred to in subsection (1)(a) must

(a) be provided in a form and manner acceptable to the administrator, and

(b) if the active member has a pension partner, include or be accompanied with the pension partner’s written consent, in a form acceptable to the administrator, to the lump sum payment.

(3) The amount of a lump sum payment that may be paid under section 94(1) of the Act in a fiscal year must be no greater than the lowest of

(a) 70% of the amount by which the active member’s remuneration was reduced during the fiscal year as a result of the reduction in his or her working time during that year,
(b) 40% of the Year’s Maximum Pensionable Earnings for the fiscal year,

(c) if the agreement referred to in section 94(1)(a) of the Act does not cover the full fiscal year, 40% of the Year’s Maximum Pensionable Earnings for that year prorated to reflect the portion of that year that is covered by the agreement, and

(d) the commuted value of what would have been the active member’s benefits if he or she had ceased to be an active member on the date of his or her application for payment of the lump sum.

(4) The date of an active member’s receipt of a lump-sum payment under section 94(1) of the Act is not to be construed as the active member’s pension commencement date.

Division 6
Transfer of Committed Value by Member

Target benefit funded ratio

For the purposes of section 97(b)(ii) of the Act, the target benefit funded ratio means, in relation to a target benefit component of a pension plan, the amount calculated in accordance with the following formula:

\[
\frac{A}{B}
\]

where

A is the going concern assets value of the target benefit component,

B is the going concern liabilities value of the target benefit component.

Manner and extent of transfers

In this section, “transfer” means a transfer out of a defined benefit component of a pension plan under Divisions 4 and 8 of Part 8 of the Act or under section 89(1) or 110 of the Act.

If, when a transfer is to be made in relation to a benefit, the solvency ratio of the defined benefit component is less than 1,

(a) the amount that may be transferred is the commuted value of the benefit multiplied by the solvency ratio of the defined benefit component, and
(b) the balance of the commuted value of the benefit, with interest calculated under section 73(3), must be transferred in accordance with subsection (3).

(3) The amount referred to in subsection (2)(b) must be transferred as follows:

(a) if, at the time of the transfer referred to in subsection (2)(a) or at any time in the 5 years after that date,

(i) the solvency ratio of the defined benefit component is 1 or more, or

(ii) the participating employer remits a contribution to the administrator or fundholder as required by section 56(1) of the Act, the amount of which is at least equal to the amount referred to in subsection (2)(b),

the whole of the amount referred to in subsection (2)(b) must be transferred at that time;

(b) if clause (a) does not apply in that 5-year period, the amount referred to in subsection (2)(b) must be transferred on the 5th anniversary of the transfer referred to in subsection (2)(a).

(4) Despite this section, the administrator need not effect a transfer referred to in subsection (3)(b) out of a defined benefit component if

(a) the administrator provides a written request to the Superintendent for consent to delay making the transfer and includes in that request his or her assessment that the transfer would in fact materially impair the solvency of the defined benefit component, and

(b) the Superintendent consents in writing to the delay.

Required transfer

91 The amount prescribed for the purposes of section 100(2) of the Act is 20% of the Year’s Maximum Pensionable Earnings for the calendar year in which the most recent determination of the commuted value in question was made.

Election of options

92(1) If a person is entitled to exercise an option under section 57(4) or (6), 89(1)(a)(i), (2) or (3), 96, or 100 of the Act, the person must exercise the option within 90 days of the receipt of the
information required by section 34, 36, 37, 40, 41 or 42 of this Regulation, as the case may be.

(2) If the option is not exercised within the 90-day period, the person is then limited to the options, if any, provided by the plan text document.

Division 7
Missing Persons

Information to Superintendent
93 For the purpose of section 101(2) of the Act, in order to satisfy the Superintendent that a person is missing, the administrator must provide to the Superintendent written confirmation and any supporting documents, satisfactory to the Superintendent, that the following has been carried out:

(a) a firm, experienced in conducting skip traces and locate services and licensed under the Collection and Debt Repayment Practices Regulation (AR 194/99) under the Consumer Protection Act, has conducted a search for the missing person;

(b) repealed AR 224/2014 s8.

(c) a search the registrations of death under the Vital Statistics Act if the missing individual’s last known residence was in Alberta;

(d) any other requirement determined by the Superintendent.

AR 154/2014 s93;224/2014;56/2019

Consent of Superintendent
94(1) Before transferring an amount under section 102 or 103 of the Act in respect of a person who is missing, the administrator must, on application to the Superintendent, obtain the Superintendent’s written consent to the transfer.

(2) An application under subsection (1) must include, in respect of a person who is missing, the following:

(a) the name of the missing person;

(b) if the missing person is a surviving pension partner of a deceased member,

(i) the name of the deceased member, and

(ii) the relationship of the missing person to the member;
(c) if the missing person is a former pension partner of a member,
   (i) the name of the member, and
   (ii) the relationship of the missing person to the member;

(d) if the missing person is a member,
   (i) the date when the member’s employment initially commenced,
   (ii) the date when the member joined the plan, and
   (iii) the date, as applicable, when the member
      (A) terminated membership in the plan,
      (B) died, or
      (C) reached his or her pension commencement date;

(e) if applicable, the date, when the plan terminated;

(f) if applicable, the date when the statement referred to in subsection (3)(a)(i) was issued;

(g) the commuted value of the benefit the missing person is entitled to under the plan;

(h) the written confirmation and supporting documents referred to in section 93 to satisfy the Superintendent that the person is a missing person;

(i) to the extent the information is available in respect of the missing person, the missing person’s
   (i) last known address,
   (ii) last known telephone number or other contact information, and
   (iii) social insurance number.

(3) An application under subsection (1) may be made no earlier than,

(a) in the case of a transfer under section 102 of the Act, the earlier of
(i) 90 days after the member has been sent a statement under section 33, 34, 37, 40, 41, or 42, as the case may be, and

(ii) 90 days before December 31 of the year in which the member turns 71 years of age,

and

(b) in the case of a transfer under section 103 of the Act, 90 days after the administrator has obtained, under section 122(c) of the Act, the notice of acceptance of the termination report filed in relation to the pension plan.

(4) The administrator must, within 60 days following a transfer under section 102 or 103 of the Act, notify the Superintendent of the name of the missing member, the date of the transfer and the amount transferred.

Part 8
Changes in Plan Benefit Type or Plan Structure

Division 1
Predecessor and Successor Plans

Definitions

95 In this Division,

(a) “predecessor employer” means a participating employer in the predecessor plan;

(b) “predecessor plan” means the first pension plan referred to in section 96;

(c) “successor employer” means a participating employer in the successor plan;

(d) “successor plan” means the second pension plan referred to in section 96;

(e) “transferred members” means the members referred to in section 96.

Application

96 This Division applies if all or an identifiable group of members of one pension plan become members of another plan due to an event or transaction referred to in section 97.
Prescribed events or transactions

97 This Division applies if

(a) all or part of an employer’s business, undertaking or assets is to be disposed of;

(b) pension plans of the same or different employers are to be merged;

(c) assets and liabilities of a pension plan applicable to an identifiable group of members of the plan are to be transferred out of a plan to establish a new plan of the same or different employers;

(d) another event is to occur that the Superintendent considers may result in an identifiable group of members of one pension plan becoming members of another pension plan.

Transfer of assets and liabilities between predecessor and successor plans

98(1) The administrator of a pension plan to which an event or transaction referred to in section 97 applies may transfer assets or liabilities of the predecessor plan to the successor plan if

(a) the administrator files a written application for consent to the transfer,

(b) the administrator provides to the Superintendent, with the application,

(i) an actuarial valuation report and cost certificate required under section 48(6), completed as at the effective date of the event or transaction, or a certification by the reviewer that the event or transaction does not materially affect the cost of benefits provided by the plan,

(ii) a statement identifying the assets and liabilities of the predecessor plan that are to be transferred to the successor plan,

(iii) a statement indicating the number of members of the predecessor plan who are to become members of the successor plan, and

(iv) any other record or information required by the Superintendent,

and
(c) the Superintendent has consented in writing to the transfer.

(2) If, in conjunction with an event or transaction referred to in section 97, the assets and liabilities of a predecessor plan are to be transferred to a successor plan, the administrator of the predecessor plan may, but is not required to, transfer any actuarial excess in the predecessor plan to the successor plan.

Required filings

99 If an event or transaction referred to in section 97 would result in an identifiable group of members entitled to receive benefits from a predecessor plan becoming members entitled to receive benefits from a successor plan, the administrator of the successor plan must file in relation to the successor plan the following:

(a) if the successor plan has been registered under section 14 of the Act,

(i) an actuarial valuation report and cost certificate required under section 48(6) of this Regulation, completed as at the effective date of the event or transaction, or

(ii) a certification by the reviewer that the event or transaction does not materially affect the cost of benefits provided by the plan;

(b) any other record or information required by the Superintendent.

Disclosure

100(1) If, in conjunction with an event or transaction referred to in section 97, the assets and liabilities of a predecessor plan are transferred to a successor plan, the administrator of the successor plan must, within 30 days after receiving the Superintendent’s consent under section 98(1)(c), disclose the following to each of the members referred to in section 98(1)(b)(iii):

(a) a summary of the event or transaction;

(b) a description of the effect of the event or transaction on the member’s benefits and entitlements.

(2) If, in conjunction with an event or transaction referred to in section 97, the successor employer acquires all or part of a predecessor employer’s business, undertaking or assets but no assets and liabilities of the predecessor plan are transferred to the successor plan, the administrator of the predecessor plan must,
within 30 days after the effective date of the event or transaction, disclose the following to each member of the predecessor plan who has become a member of the successor plan:

(a) a summary of the event or transaction;

(b) a description of the impact that the event or transaction has on the member’s benefits and entitlements.

Membership rights on occurrence of event or transaction

101(1) If an event or transaction referred to in section 97 occurs that does not result in the transfer of an active member’s membership in the successor plan, the member is, if he or she becomes an employee of the successor employer as a result of that event or transaction, immediately entitled to become an active member of the successor plan.

(2) If an event or transaction referred to in section 97 occurs as a result of which an employee of the predecessor employer becomes an employee of the successor employer, the employee’s years of employment with the predecessor employer are deemed to be years of employment with the successor employer for the purposes of determining his or her entitlement under section 29 of the Act to become a member of the successor plan.

Division 2
Other Changes in Benefit Type or Plan Structure

Rules for conversion of plan provisions

102(1) This section applies if the plan text document of a pension plan is amended to convert a plan provision of one type to a plan provision of another type under section 112 of the Act.

(2) The Superintendent may refuse to register an amendment to the plan text document of a pension plan to convert a plan provision of one type to a plan provision of another type if the Superintendent considers that the amendment, or any matter relating to it, including, without limitation, any actuarial valuation report filed in relation to the conversion and any notice to members relating to the conversion, is unsatisfactory.

(3) A pension plan of which the plan text document contains a defined benefit provision must not be amended to convert the defined benefit provision to a target benefit provision on a retroactive basis.

(4) If the plan text document of a pension plan is amended to convert a plan provision of one type to a plan provision of another
type, other than in a manner referred to in subsection (3), the administrator of the plan must, at least 30 days before filing the records referred to in section 19 that apply to the amendment, provide to members affected by the conversion notice of the conversion, along with the information required by the Superintendent, in the form and manner required by the Superintendent.

**Participating employer’s withdrawal from non-collectively bargained multi-employer plan**

103(1) Sections 119 to 127 of the Act are prescribed for the purposes of section 114(a) of the Act.

(2) Section 117 of the Act applies to a participating employer referred to in section 114 of the Act as if a reference in section 117 of the Act to a responsible person were a reference to the participating employer.

(3) In the case of a plan other than a jointly sponsored plan, if a participating employer has withdrawn from a non-collectively bargained multi-employer plan and there is an outstanding solvency deficiency with respect to that participating employer’s share in relation to the defined benefit component of the plan, that participating employer must make solvency deficiency payments to the plan in accordance with section 143.

(4) In the case of a jointly sponsored plan, if a participating employer has withdrawn from a non-collectively bargained multi-employer plan and there is an outstanding solvency deficiency with respect to that participating employer’s share in relation to the defined benefit component of the plan, the allocation and distribution of assets with respect to that participating employer’s share in relation to the defined benefit component of the plan must be made in accordance with section 146.

**Part 9**

**Locked-in Retirement Accounts and Life Income Funds**

**Division 1**

**Interpretation**

**Definitions**

104 In this Part,
(a) “authorized”, in relation to a locked-in retirement account issuer or a life income fund issuer, has the meaning set out in section 105(4);

(b) “dependant” means a person who is dependent on the owner or the pension partner for support;

(c) “issuer” has the same meaning as in section 146(1) of the Income Tax Act (Canada);

(d) “medical expenses” means

(i) expenses for goods and services of a medical or dental nature, and

(ii) expenses incurred or to be incurred for renovations or alterations to the applicant’s, or the pension partner’s or dependant’s, principal residence, including any additional expenses, incurred in the construction of a residence, made necessary by the illness or physical disability of the applicant or his or her pension partner or dependant;

(e) “member owner” means an owner of a locked-in vehicle if

(i) the owner was a member of a pension plan, and

(ii) the locked-in vehicle contains locked-in money from that plan;

(f) “owner”, in relation to a locked-in vehicle, means

(i) a member owner of the locked-in vehicle, or

(ii) a pension partner owner of the locked-in vehicle;

(g) “pension partner owner” means an owner of a locked-in vehicle if

(i) the owner is a pension partner, former pension partner or surviving pension partner of a member of a pension plan or member owner,

(ii) the locked-in vehicle contains locked-in money from that plan, and

(iii) the pension partner owner’s entitlement to the locked-in money in the locked-in vehicle arose by virtue of

(A) the death of a member of a pension plan or a member owner, or
(B) a breakdown of the marriage between the pension partner owner and the member of a pension plan, or a member owner.

**Authorized entities**

**105(1)** The Superintendent must establish and maintain one or more of the following lists:

(a) a list of issuers that are authorized to issue locked-in retirement accounts;

(b) a list of issuers that are authorized to issue life income funds;

(c) a list of issuers that are authorized to issue both locked-in retirement accounts and life income funds.

**2** The Superintendent must establish the criteria that must be met by an issuer in order for it to be added to a list referred to in subsection (1) and may remove from a list any issuer that does not meet, or has ceased to meet, the criteria applicable to that list.

**3** To be added to a list referred to in subsection (1), an issuer must apply to the Superintendent and satisfy the Superintendent that the issuer meets the criteria established under subsection (2).

**4** An issuer is

(a) authorized to issue locked-in retirement accounts if the issuer is listed on the list referred to in subsection (1)(a) or (c), and

(b) authorized to issue life income funds if the issuer is listed on the list referred to in subsection (1)(b) or (c).

**5** If an issuer is removed under subsection (2) from a list referred to in subsection (1), the obligations and liabilities of the issuer in relation to any locked-in retirement account or life income fund are not affected by that removal.

---

**Division 2**

**Locked-in Retirement Accounts**

**Locked-in retirement accounts**

**106** For the purposes of the Act and this Regulation, an RRSP is a locked-in retirement account if the RRSP includes locked-in money, and any interest on that money.
Application to issuer doing internal transfer

107 If an issuer transfers money from a locked-in retirement account held by that issuer to another locked-in vehicle held by that issuer, this Division applies to the issuer in the same way that this Division would have applied to the issuer had the transfer been made to a locked-in vehicle held by another issuer.

Duties of issuer

108 A locked-in retirement account issuer must ensure that

(a) the locked-in retirement account is administered in accordance with the Act and this Regulation,

(b) the locked-in retirement account is and continues to be registered under the *Income Tax Act* (Canada),

(c) the money in the locked-in retirement account is invested in a manner that complies with the rules in the *Income Tax Act* (Canada) for the investment of RRSP money,

(d) money is not paid or transferred from the locked-in retirement account other than in accordance with section 71 of the Act or sections 117 to 121 of this Regulation,

(e) any money transferred from the locked-in retirement account is, subject to section 71 of the Act and section 117 of this Regulation, transferred

(i) to a pension plan if the plan text document of the plan allows the transfer,

(ii) to another locked-in retirement account,

(iii) to a life income fund in accordance with Division 3, or

(iv) to an insurance company to purchase a life annuity in accordance with section 114(3),

(f) any statement referred to in section 89(1)(b) of the Act signed by the pension partner of a member owner forms parts of the contract, and

(g) a copy of the locked-in retirement account contract, including the addendum under section 109, is provided to the owner at the time the contract is established.
Contract for locked-in retirement account 
must include addendum

109(1) The contract for a locked-in retirement account must include the addendum set out in Schedule 1.

(2) A locked-in retirement account contract that does not contain the addendum is deemed to include the addendum.

(3) The addendum must be attached to the copy of the locked-in retirement account contract when that copy is provided by the issuer to the person signing the contract.

(4) If the addendum in Schedule 1 is amended, the addendum to each locked-in retirement account contract is amended in a corresponding way, and each issuer must provide to each owner of a locked-in retirement account held by that issuer notice of that amendment in any form or manner the Superintendent considers appropriate.

(5) In the event of a conflict between a provision of a locked-in retirement account contract and a provision of the addendum, the provision of the addendum prevails.

(6) This section applies to a contract for a locked-in retirement account established before or after the coming into force of this section.

Issuers must comply with addendum

110 A locked-in retirement account issuer must, in relation to the locked-in retirement account, comply with the obligations set out in the addendum or ensure that those obligations are complied with.

Issuers must provide information

111 An issuer of a locked-in retirement account must, within 30 days after the beginning of each calendar year, provide to the owner of the locked-in retirement account information respecting

(a) the amounts of any transfers made to the locked-in retirement account in the most recently completed calendar year,

(b) the preceding year’s investment returns for the person’s locked-in retirement account,

(c) any administration expenses deducted, and any other payments or withdrawals made, in the most recently completed calendar year, and
(d) the value of the locked-in retirement account as at the end of the most recently completed calendar year.

Expenses may be paid from locked-in retirement account

112 The payment from a locked-in retirement account of administration expenses applicable to the administration of the locked-in retirement account does not constitute an assignment, charge, alienation or anticipation of the money in the locked-in retirement account for the purposes of section 72 of the Act.

Restrictions on accepting transfer

113(1) An issuer must not accept a transfer of locked-in money to an RRSP unless the issuer is authorized to issue locked-in retirement accounts.

(2) A locked-in retirement account issuer must not accept a transfer of money to the locked-in retirement account unless that money is locked-in money.

Restrictions on making transfers

114(1) An administrator of a pension plan or a locked-in retirement account issuer must not transfer money from the plan or locked-in retirement account, respectively, to an RRSP unless

(a) the issuer to which the transfer is to be made (the “transferee issuer”) is authorized to issue locked-in retirement accounts,

(b) the transferring administrator or issuer has advised the transferee issuer in writing that the money is locked-in money, and

(c) the transferee issuer provides to the transferring administrator or issuer written confirmation that

(i) the transferee issuer has received the advice referred to in clause (b), and

(ii) the transferee issuer will administer the transferred money in accordance with the Act and this Regulation.

(2) A locked-in retirement account issuer must not transfer money in the locked-in retirement account to a life income fund unless
(a) the issuer to which the transfer is to be made (the “transferee issuer”) is authorized to issue life income funds,

(b) the transferring issuer has advised the transferee issuer in writing that the money is locked-in money,

(c) the transferee issuer provides to the transferring issuer written confirmation that
   
   (i) the transferee issuer has received the advice referred to in clause (b), and
   
   (ii) the transferee issuer will administer the transferred money in accordance with the Act and this Regulation,

(d) the owner has reached 50 years of age,

(e) subject to clause (f)(ii), the owner has made an election for unlocking under section 71(5)(b) of the Act that meets the conditions set out in Schedule 3 and the amount unlocked, if any, has been paid to the owner, and

(f) if the owner is a member owner who has a pension partner,
   
   (i) a waiver in Form 10 has been signed by the owner’s pension partner and provided to the locked-in retirement account issuer, and
   
   (ii) if the owner has elected the unlocking option, a waiver in Form 14 has been signed by the owner’s pension partner and provided to the locked-in retirement account issuer.

(3) A locked-in retirement account issuer must not transfer money in the locked-in retirement account to an insurance company to purchase a life annuity unless

(a) payments under the annuity cannot commence before the owner of the locked-in retirement account reaches 50 years of age,

(b) payments under the annuity must commence on or before the last date on which a person is allowed under the Income Tax Act (Canada) to start receiving a pension from a registered pension plan,

(c) there is no differentiation amongst the annuitants on the basis of gender, and
(d) if the owner is a member owner and if the member owner has a pension partner,

(i) the life annuity is in the form of a joint and survivor pension as described in section 90(2) of the Act, or

(ii) in the case of a life annuity that is in a form that is different from the form of pension described in subclause (i), a waiver in Form 11 signed by the member owner’s pension partner has been provided to the locked-in retirement account issuer not more than 90 days before the transfer.

(4) A locked-in retirement account issuer making a transfer under subsection (2) or (3) must, if a waiver referred to in subsection (2)(f) or (3)(d)(ii) has been provided to the issuer under that provision, provide an original or certified copy of that waiver to the insurance company at or before the time of making the transfer.

Remittance of securities

115(1) If a locked-in retirement account holds identifiable and transferable securities, the transfers referred to in this Part may be effected, at the option of the locked-in retirement account issuer and with the consent of the owner, by the transfer of any such securities.

(2) Subject to section 113, there may be transferred to a locked-in retirement account identifiable and transferable securities, if that transfer is approved by the locked-in retirement account issuer and consented to by the owner.

Liabilities for inappropriate payment or transfer

116(1) If a locked-in retirement account issuer pays or transfers money from the locked-in retirement account contrary to the Act or this Regulation, the issuer must, except in a situation referred to in subsection (2), do the following:

(a) if less than all of the money in the locked-in retirement account is improperly paid or transferred, the issuer must deposit into the locked-in retirement account an amount of money equal to the amount of money that had been improperly paid or transferred;

(b) if all of the money in the locked-in retirement account is improperly paid or transferred, the issuer must establish a new locked-in retirement account for the owner and deposit into that new locked-in retirement account an
amount of money equal to the amount of money that had been improperly paid or transferred.

(2) If

(a) a locked-in retirement account issuer transfers money from the locked-in retirement account to an issuer authorized to issue locked-in retirement accounts,

(b) the transferring issuer fails to advise the transferee issuer that the money is locked-in money, and

(c) the transferee issuer deals with the money in a manner that is contrary to the manner in which locked-in money is to be dealt with under the Act or this Regulation,

the transferring issuer must pay to the transferee issuer, in accordance with the requirements of the Act and this Regulation relating to transfers of locked-in money, an amount equal to the amount dealt with in the manner referred to in clause (c).

(3) If a member of a pension plan or the surviving pension partner of the member or the former pension partner of the member elects to transfer from the plan to a locked-in retirement account money to which the member or surviving pension partner or former pension partner is entitled and the administrator of the plan pays or transfers that money out of the plan contrary to the Act or this Regulation,

(a) the administrator, except in a situation referred to in clause (b), remains liable to ensure that the member or surviving pension partner or former pension partner receives a pension equal in value to the pension that would have been provided had the payment or transfer not been made, or

(b) if

(i) the administrator of the plan transfers that money to an issuer authorized to issue locked-in retirement accounts,

(ii) the administrator fails to advise the transferee issuer that the money is locked-in money, and

(iii) the transferee issuer deals with the money in a manner that is contrary to the manner in which locked-in money is to be dealt with under the Act or this Regulation,
the administrator must pay to the transferee issuer, in accordance with the requirements of the Act and this Regulation relating to transfers of money from pension plans, an amount equal to the amount dealt with in the manner referred to in subclause (iii).

(4) If money is paid to a transferee issuer under subsection (2) or (3)(b), the transferee issuer must ensure that that money is deposited into a locked-in retirement account for the benefit of the owner of the locked-in retirement account from which the improper payment or transfer was made.

Transfers on death of owner

117(1) Subject to subsections (2) and (3), if a member owner of a locked-in retirement account dies and he or she is survived by a pension partner, the locked-in retirement account issuer must transfer any money that remains in the locked-in retirement account, within 60 days after the delivery to the locked-in retirement account issuer of the documents required to effect the transfer, to whichever of the following the surviving pension partner elects:

(a) a pension plan if the plan text document of the plan allows the transfer;

(b) another locked-in retirement account in accordance with this Division;

(c) a life income fund in accordance with Division 3;

(d) an insurance company to purchase a life annuity in accordance with section 114(3).

(2) If the surviving pension partner is a non-resident, any money that remains in the locked-in retirement account must be paid to the surviving pension partner as a lump sum.

(3) If a member owner of a locked-in retirement account dies and

(a) he or she is not survived by a pension partner, or

(b) he or she has a surviving pension partner and a waiver in Form 12 signed by the surviving pension partner is provided to the locked-in retirement account issuer,

the locked-in retirement account issuer must pay, as a lump sum, any money that remains in the locked-in retirement account, within 60 days after the delivery to the issuer of the documents required to effect the payment, to the designated beneficiary or, if there is no
living designated beneficiary, to the personal representative of the member owner’s estate.

(4) Where a waiver in Form 12 is signed by the surviving pension partner and provided to the locked-in account issuer, that pension partner is not entitled to receive money in the locked-in retirement account under subsection (3) as the member owner’s designated beneficiary.

(5) If a pension partner owner of a locked-in retirement account dies, the locked-in retirement account issuer must pay the money, as a lump sum, in the locked-in retirement account, within 60 days after the delivery to the issuer of the documents required to effect the payment,

(a) to the pension partner owner’s designated beneficiary, or

(b) if there is no living designated beneficiary, to the personal representative of the pension partner owner’s estate.

Conditions under which lump sum payment may be made

118(1) For the purposes of section 71(2) of the Act as it applies to a locked-in retirement account, a locked-in retirement account contract must provide that the owner of the locked-in retirement account is entitled to the lump-sum amount referred to in that section if

(a) the owner makes application to the locked-in retirement account issuer for the lump-sum amount, and

(b) on the date of the application,

(i) the balance of the locked-in retirement account does not exceed 20% of the Year’s Maximum Pensionable Earnings for the calendar year in which the application is made, or

(ii) both of the following apply:

(A) the owner is at least 65 years of age, and

(B) the balance of the locked-in retirement account does not exceed 40% of the Year’s Maximum Pensionable Earnings for the calendar year in which the application is made.

(2) Money in a locked-in retirement account that is not eligible for the payment option referred to in subsection (1) must not be transferred to 2 or more locked-in retirement accounts, life income funds, pension plans or annuities, or any combination of them, if
Conditions under which withdrawals for shortened life expectancy may be made

119 For the purposes of section 71(4)(a) of the Act as it applies to a locked in retirement account, a locked in retirement account contract must provide that the owner of the locked in retirement account is entitled to the lump sum payment, or series of payments, referred to in that section if

(a) the owner makes application to the locked in retirement account issuer for the lump sum payment or series of payment, and
(b) the owner has an illness or a disability that is certified by a medical practitioner to be terminal or to likely shorten the owner’s life considerably.

Conditions under which withdrawals for non-residency may be made

120 For the purposes of section 71(4)(b) of the Act as it applies to a locked in retirement account, a locked-in retirement account contract must provide that the owner of the locked-in retirement account is entitled to the lump sum referred to in that section if

(a) the owner makes application to the locked in retirement account issuer for the lump sum payment or series of payment, and
(b) the owner is considered a non-resident for the purposes of the Income Tax Act (Canada).

Conditions under which withdrawals for financial hardship may be made

121(1) An owner wishing to make a withdrawal under section 71(4)(c) of the Act must, in accordance with this section, apply for that withdrawal to the locked-in retirement account issuer.

(2) Only one application for a withdrawal under subsection (1), for each of the grounds listed under subsection (4), may be made in any calendar year in respect of each locked-in retirement account.

(3) An application under subsection (1) must be made in the form and manner required by the Superintendent.
(4) For the purposes of section 71(4)(c) of the Act, an owner seeking to make a withdrawal under that provision is suffering financial hardship if

(a) the owner’s expected total income for the one-year period following the date on which the application for the withdrawal was signed, from all sources other than the withdrawal amount is not more than 66 2/3 per cent of the Year’s Maximum Pensionable Earnings for the calendar year in which the application is signed,

(b) the owner is not, without the withdrawal, able to pay for medical expenses incurred or to be incurred by the owner, or by the owner’s pension partner or dependant, and those medical expenses are not paid by, and are not subject to reimbursement from, any other source,

(c) the owner or his or her pension partner has received a written demand in respect of arrears in the payment of rent for the owner’s or pension partner’s principal residence, and the owner or pension partner is facing eviction if the arrears remain unpaid,

(d) the owner or his or her pension partner has received a written demand in respect of default on a mortgage that is secured against the owner’s principal residence or the pension partner’s principal residence, and the owner or pension partner is facing foreclosure if the default is not rectified, or

(e) the owner requires the withdrawal to be able to pay the first month’s rent and the security deposit required to be paid to obtain a principal residence for the owner or his or her pension partner.

(5) An owner referred to in subsection (4) must not withdraw under section 71(4)(c) of the Act in any application an amount that is more than the total of

(a) whichever of the following applies to the owner:

   (i) for an owner referred to in subsection (4)(a), the amount determined by subtracting 75% of the expected total income amount referred to in subsection (4)(a) from 50% of the Year’s Maximum Pensionable Earnings for the calendar year in which the application for the withdrawal is signed;

   (ii) for an owner referred to in subsection (4)(b), the amount required to pay the required medical expenses incurred and to be incurred in the one-year
period following the date on which the application for the withdrawal was signed;

(iii) for an owner referred to in subsection (4)(c), the amount required to pay the arrears;

(iv) for an owner referred to in subsection (4)(d), the amount required to rectify the default;

(v) for an owner referred to in subsection (4)(e), the amount required to pay the first month’s rent and security deposit,

and

(b) the tax payable on the withdrawal.

(6) If an owner is seeking a withdrawal under section 71(4)(c) of the Act on the basis of financial hardship within the meaning of subsection (4)(a) of this section, the owner seeking the withdrawal must include in the application for the withdrawal a statement, signed by the owner, setting out the amount of his or her expected total income from all sources, before taxes, for the 12 months after the date on which the application is signed.

(7) If an owner is seeking a withdrawal under section 71(4)(c) of the Act on the basis of financial hardship within the meaning of subsection (4)(b) of this section, the following conditions must be met:

(a) a medical practitioner must certify that the medical treatment for which the withdrawal is sought is required;

(b) the owner seeking the withdrawal must include in the application for the withdrawal

(i) the medical certificate referred to in clause (a), and

(ii) a copy of receipts for, or the estimate of, the medical expenses being claimed.

(8) If an owner is seeking a withdrawal under section 71(4)(c) of the Act on the basis of financial hardship within the meaning of subsection (4)(c) of this section, the owner seeking the withdrawal must in the application for the withdrawal provide a copy of the written demand referred to in subsection (4)(c).

(9) If an owner is seeking a withdrawal under section 71(4)(c) of the Act on the basis of financial hardship within the meaning of subsection (4)(d) of this section, the owner seeking the withdrawal must in the application for the withdrawal provide a copy of the written demand referred to in subsection (4)(d).
(10) If an owner is seeking a withdrawal under section 71(4)(c) of the Act on the basis of financial hardship within the meaning of subsection (4)(e) of this section, the owner seeking the withdrawal must include in the application for the withdrawal a copy of the rental agreement, if any.

(11) A document submitted for the purposes of subsections (7)(b), (8), (9), and (10) is void if signed more than 12 months before the date of the application referred to in subsection (1).

(12) An application referred to in subsection (1) is void if it is signed by an owner and, if applicable, an owner’s pension partner, more than 90 days before the application date.

(13) A locked in retirement account issuer may only collect, use and disclose the owner’s personal information that is identified on the application under subsection (1) for the purposes of section 71(4)(c) of the Act or as required by law.

Form of pension partner waiver for unlocking

122(1) If an owner who is eligible to make an election under section 71(4) or (5) of the Act has a pension partner, the owner must not make that election unless the locked-in retirement account issuer has received a statement from the pension partner that

(a) states that the pension partner is aware of the pension partner’s entitlements under the locked-in account,

(b) waives those entitlements, and

(c) was signed by the pension partner in the presence of a witness and outside the presence of the owner.

(2) The statement that a pension partner must file under section 71(6) of the Act in relation to an election under section 71(4)(a) or (b) of the Act must be in Form 13.

(3) The statement that a pension partner must file under section 71(6) of the Act in relation to an election under section 71(5) of the Act must be in Form 14.

(4) The prescribed conditions for the purpose of section 71(5)(a) of the Act are set out in Schedule 3.
Division 3  
Life Income Funds

Definitions  
123 In this Division,

(a) “life income fund maximum amount”, in relation to the income that may be paid out of a life income fund to an owner in a calendar year, means the greatest of

(i) the investment returns for the most recently completed year for the person’s life income fund,

(ii) the life income type benefits minimum amount for that year, and

(iii) the amount determined by the following formula:

\[
\text{life income fund balance} \times \text{withdrawal factor}
\]

where

“life income fund balance”, in relation to a life income fund, means

(i) in the calendar year in which the fund is established, the balance of the fund as at the date on which the fund is established, and

(ii) in every subsequent calendar year, the balance of the fund as at January 1 of the calendar year in which the calculation is made;

“withdrawal factor” means the actuarial present value, on January 1 of the year in which the calculation is made, of an annuity of $1 payable at the beginning of each year between that date and December 31 of the year during which the owner reaches the age of 90 years and calculated by using

(i) for the first 15 years in relation to which the actuarial present value is determined, the greater of the following:

(A) 6% per year;

(B) the CANSIM rate;

(ii) for each year after the first 15 years, 6% per year;
(b) “life income fund minimum amount”, in relation to the income that may be paid out of a life income fund to an owner in a calendar year, means the minimum amount of income that, under the Income Tax Regulations (Canada), is required to be paid out of the member’s life income fund in that year.

Life income funds

124 For the purposes of the Act and this Regulation, a RRIF is a life income fund if the RRIF includes locked-in money, and any interest on that money.

Application to issuer doing internal transfer

125 If an issuer transfers money from a life income fund held by that issuer to another locked-in vehicle held by that issuer, this Division applies to the issuer in the same way that this Division would have applied to the issuer had the transfer been made to a locked-in vehicle held by another issuer.

Duties of issuer

126 A life income fund issuer must ensure that

(a) the life income fund is administered in accordance with the Act and this Regulation,

(b) the life income fund is and continues to be registered under the Income Tax Act (Canada),

(c) the money in the life income fund is invested in a manner that complies with the rules in the Income Tax Act (Canada) for the investment of RRIF money,

(d) money is not paid or transferred from the life income fund other than in accordance with section 71 of the Act or sections 134 and 136 of this Regulation,

(e) any money transferred from the life income fund is, subject to section 71 of the Act or sections 134 and 136 of this Regulation, transferred

(i) to a pension plan if the plan text document of the plan allows the transfer,

(ii) to another life income fund in accordance with this Division, or

(iii) to an insurance company to purchase a life annuity in accordance with section 132(3),
(f) any statement referred to in section 90(4)(a) or 90(6) of the Act signed by the pension partner of a member owner forms parts of the contract, and

(g) a copy of the life income fund contract, including the addendum under section 127, is provided to the owner at the time the contract is established.

Contract for life income fund must include addendum

127(1) The contract for a life income fund must include the addendum set out in Schedule 2.

(2) A life income fund contract that does not contain the addendum is deemed to include the addendum.

(3) The addendum must be attached to the copy of the life income fund contract when that copy is provided by the issuer to the person signing the contract.

(4) If the addendum set out in Schedule 2 is amended, the addendum to each life income fund contract is amended in a corresponding way, and each issuer must provide to each owner of a life income fund held by that issuer notice of that amendment in any form or manner the Superintendent considers appropriate.

(5) In the event of a conflict between a provision of a life income fund contract and a provision of the addendum, the provision of the addendum prevails.

(6) This section applies to a life income fund contract established before or after the coming into force of this section.

Issuers must comply with addendum

128 A life income fund issuer must, in relation to the life income fund, comply with the obligations set out in the addendum or ensure that those obligations are complied with.

Issuers must provide information

129(1) A life income fund issuer must, within 30 days after the beginning of each calendar year, provide to the owner of the life income fund information respecting

(a) the amounts of any transfers made to the life income fund in the most recently completed calendar year,

(b) the investment returns for the most recently completed year for the person’s life income fund,
(c) any administration expenses deducted, and any other payments or withdrawals made, in the most recently completed calendar year,

(d) the value of the life income fund as at the end of the most recently completed calendar year,

(e) the life income fund minimum amount for the calendar year in which the statement is provided,

(f) the life income fund maximum amount for the calendar year in which the statement is provided, and

(g) a statement indicating that the owner must advise the issuer as to the amount the owner wishes to receive in the calendar year in which the statement is provided and indicating that, unless the owner provides that advice, the issuer will pay the life income fund minimum amount for the calendar year in which the statement is provided.

(2) Without limiting subsection (1), a life income fund issuer must, within 30 days after an amount is deposited into the life income fund, provide to the owner of the life income fund information respecting

(a) the amount deposited into the life income fund,

(b) the value of the life income fund immediately after the deposit, and

(c) if the deposit is not a transfer from another life income fund, or a life income type benefits account, the maximum additional amount, if any, that under section 134(2) may be paid or transferred from the life income fund in that calendar year, calculated with respect to the amount referred to in clause (a).

(3) A life income fund issuer must,

(a) if the owner of the life income fund transfers money out of the life income fund to another life income fund or to a pension plan or life annuity, provide to the owner, within 30 days after the date of the transfer, a statement showing

(i) the value of the life income fund at the end of the most recently completed calendar year,

(ii) the value of the life income fund immediately before the transfer, and

(iii) the amounts transferred into, the investment returns earned by, the administration expenses deducted
from, and any other payments or withdrawals made out of, the life income fund between the beginning of the current calendar year and the time of the transfer,

(b) if the owner of the life income fund receives a payment under section 71(4)(a), (b) or (c) of the Act, provide to the owner, within 30 days after the date of the payment, a statement showing

(i) the value of the life income fund at the end of the most recently completed calendar year,

(ii) the value of the life income fund immediately before the payment, and

(iii) the amounts transferred into, the interest earned by, the payments made out of and the fees charged against, the life income fund between the beginning of the current calendar year and the time of the payment,

and

(c) if the owner of the life income fund dies and the surviving pension partner, designated beneficiary or estate receives a payment under section 136, provide to the surviving pension partner, designated beneficiary or estate, within 60 days after receipt of proof of the owner’s death a statement showing

(i) the value of the life income fund at the end of the most recently completed calendar year,

(ii) the value of the life income fund immediately before the payment, and

(iii) the amounts transferred into, the investment returns earned by, the administration expenses deducted from, and any other payments or withdrawals made out of, the life income fund between the beginning of the current calendar year and the date of the owner’s death.

**Expenses may be paid from life income fund**

130 The payment from a life income fund of administration expenses applicable to the administration of the life income fund does not constitute an assignment, charge, alienation or anticipation of the money in the life income fund for the purposes of section 72 of the Act.
Restrictions on accepting transfer

131(1) An issuer must not accept a transfer of locked-in money to a RRIF unless the issuer is authorized to issue life income funds.

(2) A life income fund issuer must not accept a transfer of money to the life income fund unless

(a) the transferred money is locked-in money, and

(b) the original or a certified copy of the signed waiver in Form 7, 10, 14 or 15, as applicable, has been provided to the life income fund issuer.

Restrictions on making transfers

132(1) An administrator of a pension plan or a life income fund issuer must not transfer money from the plan or life income fund, respectively, to a RRIF unless

(a) the issuer to which the transfer is to be made (the “transferee issuer”) is authorized to issue life income funds;

(b) if the transferor is the administrator of a pension plan,

(i) the transferor advises the transferee that the money is locked-in money, and

(ii) if the plan authorizes payment of life income type benefits in accordance with section 77 of the Act, the transferor advises the transferee as to the following:

(A) the amount, if any, that has been paid from the plan by way of life income type benefits in the calendar year in which the transfer is being made;

(B) the life income type benefits minimum amount that, under the Income Tax Act (Canada) or the regulations under the Income Tax Act (Canada), must be paid or transferred from the life income type benefits account or life income fund, as applicable, in that calendar year;

(C) the life income type benefits maximum amount that under section 78 the member was entitled to receive in that calendar year from the plan;

(c) if the transferor is a life income fund issuer,
(i) the transferor advises the transferee that the money is locked-in money that is being transferred from a life income fund, and

(ii) the transferor advises the transferee as to the following:

(A) the amount, if any, that has been paid or transferred from the life income fund in the calendar year in which the transfer is being made;

(B) the life income fund minimum amount that, under the Income Tax Act (Canada) or the regulations under the Income Tax Act (Canada), must be paid or transferred from the life income fund in that calendar year;

(C) the life income fund maximum amount that under section 134(2) may be paid or transferred in that calendar year;

(d) the transferee issuer provides to the transferring administrator or issuer written confirmation that the transferee issuer has received originals or copies of the pension partner waiver form.

(2) A life income fund issuer must not transfer money in the life income fund to a locked-in retirement account.

(3) A life income fund issuer must not transfer money in the life income fund to an insurance company to purchase a life annuity unless

(a) payments under the annuity must commence on or before the last date on which a person is allowed under the Income Tax Act (Canada) to start receiving a pension from a registered pension plan,

(b) there is no differentiation among the annuitants on the basis of gender, and

(c) if the member owner has a pension partner,

(i) the life annuity is in the form of a joint and survivor pension as described in section 90(2) of the Act, or

(ii) in the case of a life annuity that is different from the form of annuity described in subclause (i), a waiver in Form 11 signed by the member owner’s pension
(4) A life income fund issuer making a transfer under subsection (3) must, if a waiver referred to in subsection (3)(c)(ii) has been provided to the issuer under that provision, provide an original or certified copy of that waiver to the insurance company at or before the time of making the transfer.

Remittance of securities

133(1) If a life income fund holds identifiable and transferable securities, the transfers referred to in this Part may be effected, at the option of the life income fund issuer and with the consent of the owner, by the transfer of any such securities.

(2) Subject to section 131, there may be transferred to a life income fund identifiable and transferable securities, if that transfer is approved by the life income fund issuer and consented to by the owner.

Payments out of a life income fund

134(1) There must be paid from a life income fund in each calendar year an amount of income that is

(a) not less than the life income fund minimum amount applicable to the owner for that year, and

(b) not more than the life income fund maximum amount applicable to the owner for that year.

(2) The owner of a life income fund must, at the beginning of each calendar year and, subject to section 129(2)(c), at any time that money is transferred to the life income fund other than from another life income fund or a life income type benefits account, notify the life income fund issuer in writing of the amount of income that is to be paid out of the life income fund during that year, which amount must accord with subsection (1).

(3) If the owner of a life income fund fails to comply with subsection (2) in any calendar year, the life income fund issuer must subject to subsection (4) pay to the owner, in that year, the owner’s life income fund minimum amount for that year.

(4) The owner of a life income fund may, at any time during a calendar year, change the amount of income that is to be paid out of the life income fund during that year to a different amount that accords with subsection (1).
Liabilities for inappropriate payment or transfer

135(1) If a life income fund issuer pays or transfers money from the life income fund contrary to the Act or this Regulation, the issuer must, except in a situation referred to in subsection (2), do the following:

(a) if less than all of the money in the life income fund is improperly paid or transferred, the issuer must deposit into the life income fund an amount of money equal to the amount of money that had been improperly paid or transferred;

(b) if all of the money in the life income fund is improperly paid or transferred, the issuer must establish a new life income fund for the owner and deposit into that new life income fund an amount of money equal to the amount of money that had been improperly paid or transferred.

(2) If

(a) a life income fund issuer transfers money from the life income fund to an issuer authorized to issue life income funds,

(b) the transferring issuer fails to advise the transferee issuer that the money is locked-in money, and

(c) the transferee issuer deals with the money in a manner that is contrary to the manner in which locked-in money is to be dealt with under the Act or this Regulation,

the transferring issuer must pay to the transferee issuer, in accordance with the requirements of the Act and this Regulation relating to transfers of locked-in money, an amount equal to the amount dealt with in the manner referred to in clause (c).

(3) If a member of a pension plan or the surviving pension partner of the member or the former pension partner of the member elects to transfer from the plan to a life income fund money to which the member or surviving pension partner or former pension partner is entitled and the administrator of the plan pays or transfers that money out of the plan contrary to the Act or this Regulation,

(a) the administrator, except in a situation referred to in clause (b), remains liable to ensure that the member or surviving pension partner or former pension partner receives a pension equal in value to the pension that would have been provided had the payment or transfer not been made, or

(b) if
(i) the administrator of the plan transfers that money to an issuer authorized to issue life income funds,

(ii) the administrator fails to advise the transferee issuer that the money is locked-in money, and

(iii) the transferee issuer deals with the money in a manner that is contrary to the manner in which locked-in money is to be dealt with under the Act or this Regulation,

the administrator must pay to the transferee issuer, in accordance with the requirements of the Act and this Regulation relating to transfers of money from pension plans, an amount equal to the amount dealt with in the manner referred to in subclause (iii).

(4) If money is paid to a transferee issuer under subsection (1)(b) or (2), the transferee issuer must ensure that that money is deposited into a life income fund for the benefit of the owner of the life income fund from which the improper payment or transfer was made.

Transfers on death of owner

136(1) If a member owner of a life income fund dies, the life income fund issuer must pay, as a lump-sum payment, the money in the life income fund

(a) to the deceased member owner’s surviving pension partner, or

(b) if the deceased member owner has no pension partner at the time of death, or if the deceased member owner has a surviving pension partner and a waiver in Form 16, signed by the surviving pension partner has been provided to the life income fund issuer,

(i) to the deceased member owner’s designated beneficiary, or

(ii) if there is no living designated beneficiary, to the personal representative of the deceased member owner’s estate.

(2) If a pension partner owner of a life income fund dies, the life income fund issuer must pay, as a lump-sum, the money in the life income fund,

(a) to the pension partner owner’s designated beneficiary, or
(b) if there is no living designated beneficiary, to the personal representative of the pension partner owner’s estate.

(3) A payment under subsection (1) or (2) must be made within 60 days after the delivery to the issuer of the documents required to effect the payment.

Conditions under which lump sum payment may be made

137(1) For the purposes of section 71(2) of the Act as it applies to a life income fund, the life income fund contract must provide that the owner of the life income fund is entitled to the lump-sum amount referred to in that section if

(a) the owner makes application to the life income fund issuer for the lump-sum amount, and

(b) on the date of the application,

(i) the balance of the life income fund does not exceed 20% of the Year’s Maximum Pensionable Earnings for the calendar year in which the application is made, or

(ii) both of the following apply:

(A) the owner is at least 65 years of age, and

(B) the balance of the life income fund does not exceed 40% of the Year’s Maximum Pensionable Earnings for the calendar year in which the application is made.

(2) Money in a life income fund that is not eligible for the payment option referred to in subsection (1) must not be transferred to 2 or more life income funds, pension plans or annuities, or any combination of them, if that transfer would make any one or more of them eligible for a payment option referred to in subsection (1).

Conditions under which withdrawals for shortened life expectancy may be made

138 For the purposes of section 71(4)(a) of the Act as it applies to a life income fund, a life income fund contract must provide that the owner of the life income fund is entitled to the lump sum payment, or series of payments, referred to in that section if

(a) the owner makes application to the life income fund issuer for the lump sum payment or series of payment, and
(b) the owner has an illness or a disability that is certified by a medical practitioner to be terminal or to likely shorten the owner’s life considerably.

Conditions under which withdrawals for non-residency may be made

139 For the purposes of section 71(4)(b) of the Act as it applies to a life income fund, a life income fund contract must provide that the owner of the life income fund is entitled to the lump sum referred to in that section if

(a) the owner makes application to the life income fund issuer for the lump sum payment or series of payment, and

(b) the owner is considered a non-resident for the purposes of the Income Tax Act (Canada).

Conditions under which withdrawals for financial hardship may be made

140(1) An owner wishing to make a withdrawal under section 71(4)(c) of the Act must, in accordance with this section, apply for that withdrawal to the life income fund issuer.

(2) Only one application for a withdrawal under subsection (1), for each of the grounds listed under subsection (4), may be made in any calendar year in respect of each life income fund.

(3) An application under subsection (1) must be made in the form and manner required by the Superintendent.

(4) For the purposes of section 71(4)(c) of the Act, an owner seeking to make a withdrawal under that provision is suffering financial hardship if

(a) the owner’s expected total income for the one-year period following the date on which the application for the withdrawal was signed, from all sources other than the withdrawal amount is not more than 66 2/3 per cent of the Year’s Maximum Pensionable Earnings for the calendar year in which the application is signed,

(b) the owner is not, without the withdrawal, able to pay for medical expenses incurred or to be incurred by the owner, or by the owner’s pension partner or dependant, and those medical expenses are not paid by, and are not subject to reimbursement from, any other source,

(c) the owner or his or her pension partner has received a written demand in respect of arrears in the payment of
Section 140  EMPLOYMENT PENSION PLANS REGULATION  AR 154/2014

rent for the owner’s or pension partner’s principal residence, and the owner or pension partner is facing eviction if the arrears remain unpaid,

(d) the owner or his or her pension partner has received a written demand in respect of default on a mortgage that is secured against the owner’s principal residence or the pension partner’s principal residence, and the owner or pension partner is facing foreclosure if the default is not rectified, or

(e) the owner requires the withdrawal to be able to pay the first month’s rent and the security deposit required to be paid to obtain a principal residence for the owner or his or her pension partner.

(5) An owner referred to in subsection (4) of this section must not withdraw under section 71(4)(c) of the Act in any application an amount that is more than the total of

(a) whichever of the following applies to the owner:

(i) for an owner referred to in subsection (4)(a), the amount determined by subtracting 75% of the expected total income amount referred to in subsection (4)(a) from 50% of the Year’s Maximum Pensionable Earnings for the calendar year in which the application for the withdrawal is signed;

(ii) for an owner referred to in subsection (4)(b) of this section, the amount required to pay the required medical expenses incurred and to be incurred in the one-year period following the date on which the application for the withdrawal was signed;

(iii) for an owner referred to in subsection (4)(c), the amount required to pay the arrears;

(iv) for an owner referred to in subsection (4)(d), the amount required to rectify the default;

(v) for an owner referred to in subsection (4)(e), the amount required to pay the first month’s rent and the security deposit,

and

(b) the tax payable on the withdrawal.

(6) If an owner is seeking a withdrawal under section 71(4)(c) of the Act on the basis of financial hardship within the meaning of
subsection (4)(a) of this section, the owner seeking the withdrawal must include in the application for the withdrawal a statement, signed by the owner, setting out the amount of his or her expected total income from all sources, before taxes, for the 12 months after the date on which the application is signed.

(7) If an owner is seeking a withdrawal under section 71(4)(c) of the Act on the basis of financial hardship within the meaning of subsection (4)(b) of this section, the following conditions must be met:

(a) a medical practitioner must certify that the medical treatment for which the withdrawal is sought is required;

(b) the owner seeking the withdrawal must include in the application for the withdrawal

(i) the medical certificate referred to in clause (a), and

(ii) a copy of receipts for, or the estimate of, the medical expenses being claimed.

(8) If an owner is seeking a withdrawal under section 71(4)(c) of the Act on the basis of financial hardship within the meaning of subsection (4)(c) of this section, the owner seeking the withdrawal must provide a copy of the written demand referred to in subsection (4)(c).

(9) If an owner is seeking a withdrawal under section 71(4)(c) of the Act on the basis of financial hardship within the meaning of subsection (4)(d) of this section, the owner seeking the withdrawal must provide a copy of the written demand referred to in subsection (4)(d).

(10) If an owner is seeking a withdrawal under section 71(4)(c) of the Act on the basis of financial hardship within the meaning of subsection (4)(e) of this section, the owner seeking the withdrawal must include in the application for the withdrawal a copy of the rental agreement, if any.

(11) A document submitted for the purposes of subsections (7)(b), (8), (9), and (10) is void if signed more than 12 months before the date of the application referred to in subsection (1).

(12) An application referred to in subsection (1) is void if it is signed by an owner and, if applicable, an owner’s pension partner, more than 90 days before the application date.

(13) A life income fund issuer may only collect, use and disclose the owner’s personal information that is identified on the
application under subsection (1) for the purposes of section 71(4)(c) of the Act or as required by law.

**Form of pension partner waiver for unlocking**

141(1) If an owner who is eligible to make an election under section 71(4) of the Act has a pension partner, the owner must not make that election unless the life income fund issuer has received a statement from the pension partner that

(a) states that the pension partner is aware of the pension partner’s entitlements under the life income fund,

(b) waives those entitlements, and

(c) was signed by the pension partner in the presence of a witness and outside the presence of the owner.

(2) The statement that a pension partner must file under subsection (1) in relation to an election under section 71(4)(a) or (b) of the Act must be in Form 13.

**Part 10**

**Termination and Winding-up of Plan**

**Voluntary termination**

142 A responsible person must provide a copy of the notice referred to in section 117(2)(a) of the Act to the following persons:

(a) the Superintendent;

(b) each member of the plan;

(c) if a member who is entitled to a benefit is deceased, to whichever of the following is entitled to receive the benefit:

(i) the deceased member’s surviving pension partner;

(ii) if the deceased member has no pension partner at the time of death, or if the deceased member’s pension partner has signed a waiver in Form 5 or Form 9, as applicable, the deceased member’s designated beneficiary,

or, if no person referred to in subclause (i) or (ii) is entitled to the benefit, the personal representative of the deceased member’s estate;
(d) former pension partners of members if those former pension partners have an entitlement to benefits under the provision;

(e) each trade union that is a certified bargaining agent within the meaning of the Labour Relations Code and that represents members of the plan.

**Elimination of solvency deficiency on termination**

143 Subject to section 146, participating employers of a pension plan to which section 121 of the Act applies must eliminate the solvency deficiency referred to in that section by ensuring that a series of equal payments are made at least monthly, which series of payments must be sufficient, in the opinion of the reviewer who prepared the termination report by which the solvency deficiency was revealed, to amortize the solvency deficiency within 5 years after the effective date of the termination of the plan.

**Termination reports**

144(1) A termination report referred to in section 122(a) of the Act in relation to a pension plan must be prepared by the following:

(a) subject to clause (c), to the extent that the report relates to the benefit formula component of the plan, by a Fellow of the Canadian Institute of Actuaries;

(b) to the extent that the report relates to the defined contribution component of the plan, by a Fellow of the Canadian Institute of Actuaries or by

   (i) a representative of the fundholder who is authorized by the fundholder to prepare that portion of the report,

   (ii) the administrator of the plan, or

   (iii) any person acceptable to the Superintendent;

(c) if the plan is a fully insured plan that is underwritten by an insurance company through a group annuity contract and the plan text document of the plan does not require members to make any contributions to the plan, by a Fellow of the Canadian Institute of Actuaries or by a person who is authorized by the insurance company to prepare the report.

(2) A termination report referred to in section 122(a) of the Act must be filed,
(a) if the plan text document of the plan does not contain any benefit formula provisions, within 60 days after the effective date of the termination of the plan, or

(b) if the plan text document of the plan does contain one or more benefit formula provisions, within 120 days after the effective date of the termination of the plan.

Transfer rights on winding-up

145 For the purpose of section 125(b) of the Act, as part of the winding-up of a pension plan, a retired member may elect a transfer under Division 8 of Part 8 of the Act if

(a) the Superintendent consents, in writing, to the transfer, and

(b) one of the following circumstances applies:

(i) there is a solvency deficiency in the plan and the participating employer responsible for funding that solvency deficiency is insolvent;

(ii) the administrator is not reasonably able to purchase an annuity that provides the same type of benefit and the same income that the retired member is receiving from the plan;

(iii) the plan is a jointly sponsored plan or a negotiated cost plan and, at the effective date of the termination, the assets of the plan are not sufficient to pay all benefits;

(iv) the plan text document contains a target benefit provision and, at the effective date of the termination, the assets of the plan are not sufficient to pay all benefits;

(v) at the effective date of the termination, the persons who are receiving life income type benefits from the defined contribution component of the plan.

Allocation and distribution of assets if assets are insufficient

146(1) At the time that the assets of the defined benefit component of the plan are to be distributed as a result of the winding-up of the plan, subsections (2) to (8) apply if

(a) at the effective date of the termination of the plan, the defined benefit component of the plan has a solvency deficiency, and
(b) special payments are required to be made under section 121 of the Act to eliminate that solvency deficiency.

(2) Assets of the defined benefit component must be allocated to each member of the plan who is entitled to receive benefits out of the defined benefit component and each other person entitled to receive benefits out of the defined benefit component so that there is allocated to each of those persons an amount equal to the product of the commuted value of the benefit from the defined benefit component to which the person is entitled and the solvency ratio of the defined benefit component, both calculated as at the effective date of the termination of the plan.

(3) The assets of the defined benefit component allocated under subsection (2) to

(a) active members,

(b) deferred members, and

(c) other persons, other than persons in receipt of a pension, entitled to benefits,

must be distributed to those persons in accordance with section 124 of the Act.

(4) Promptly after the elimination of the solvency deficiency of the defined benefit component, the balance of the commuted value of the benefit to which a person is entitled under subsection (3), calculated as at the effective date of plan termination, plus interest, at the fund rate of return, must be paid to the person.

(5) If, at the time that the assets of the defined benefit component of the plan are to be distributed as a result of the winding-up of the plan, special payments are required to be made to eliminate the solvency deficiency of the defined benefit component and there are

(a) persons in receipt of a pension from the defined benefit component, or

(b) active or deferred members who are eligible for and elect to receive a pension from the defined benefit component with a pension commencement date that is the effective date of the termination of the plan,

the pension payable to the persons referred to in clause (a) or (b) is to be paid from the defined benefit component until the solvency deficiency has been eliminated.

(6) In respect of a person in receipt of a pension referred to in subsection (5), the participating employer must remit a
contribution, to the person referred to in section 56(1) of the Act, the amount of which is sufficient to ensure that the payment of the monthly pension to the retired member does not materially impair the solvency of the defined benefit component.

(7) Subject to section 145(b)(ii), after the elimination of the solvency deficiency of the defined benefit component, the administrator must purchase an annuity for each of the persons referred to in subsection (5).

(8) If

(a) some but not all of the special payments required under section 121 of the Act are made as a result of a participating employer’s bankruptcy after the effective date of termination of the plan, and

(b) on the date of bankruptcy the plan’s assets are not sufficient to pay all the benefits,

the amount of the special payments that had been made must be allocated and distributed to persons entitled to benefits under the defined benefit component in accordance with the requirements set out in subsection (2).

(9) At the time that the assets of the defined benefit component of the plan are to be distributed as a result of the winding-up of the plan, subsections (10) to (13) apply if, at the effective date of the termination of the plan, the defined benefit component of the plan has a solvency deficiency, and either of the following apply:

(a) the plan is a jointly sponsored plan;

(b) no special payments are required to be made to eliminate that solvency deficiency as a result of the bankruptcy of the participating employer at the effective date of termination of the plan.

(10) Assets of the defined benefit component must be allocated to each member of the plan who is entitled to receive benefits out of the defined benefit component and to each other person entitled to receive benefits out of the defined benefit component in accordance with the following conditions:

(a) in the case of a plan other than a jointly sponsored plan, there must be allocated to each of those persons,

(i) the amount of the contributions made by a member that led to the benefit entitlement plus the interest that has been earned on those contributions, and
(ii) the balance of the member’s transferred contributions account;

(b) in the case of a jointly sponsored plan, there must be allocated to each of those persons, the balance of any additional voluntary contributions account, optional ancillary contributions account and transferred contributions account out of which the person is entitled to receive benefits;

(c) after an allocation under clause (a) or (b), that, any unallocated assets must be allocated to those persons to provide for

(i) benefits that have accrued to those persons out of a plan component in respect of which there is no unfunded liability as at the effective date of the termination, and

(ii) if a benefit improvement results in the component having an unfunded liability, the benefits that would have been payable without the benefit improvement may be paid in full;

(d) to the extent that assets remain after the application of clause (c), any unallocated assets must be allocated to those persons to provide for benefits that have accrued to those persons out of a plan component in respect of which there is one or more unfunded liabilities as at the effective date of the termination,

and, if under any of the foregoing clauses, there are insufficient unallocated assets to fully provide for the benefits referred to in that clause, the unallocated assets must be allocated proportionately amongst the persons.

(11) Promptly after the allocation is completed under subsection (10), the assets must be distributed as allocated.

(12) An unfunded liability that is the result of a benefit improvement that has not been amortized at the date of the winding-up has the effect of reducing the benefits for employment which led to the establishment of the unfunded liability in proportion to the extent to which those benefits remain unfunded.

(13) Each unfunded liability is to be dealt with separately and applied only to the benefits in respect of which it was established.

(14) At the time that the assets of the target benefit component of the plan are to be distributed as a result of the winding-up of the plan, subsections (15) and (16) apply if, at the effective date of the
termination of the plan, the target benefit component of the plan has an unfunded liability.

(15) Assets of the target benefit component must be allocated to each member of the plan who is entitled to receive benefits out of the target benefit component and to each other person entitled to receive benefits out of the target benefit component in accordance with the following conditions

(a) allocate to each of those persons the balance of the member’s additional voluntary contributions account and the balance of the member’s transferred contribution account;

(b) after that, the balance of the assets in the target benefit component must be allocated to each person entitled to other benefits out of that target benefit component the product of

(i) the commuted value of that benefit, and

(ii) the target benefit funded ratio, as set out in the termination report.

(16) Promptly after the allocation is done under subsection (15), the assets must be distributed as allocated.

Part 11
Administrative Penalties

Administrative penalties

147(1) Sections 12, 13, 17, 18, 19, 25, 26, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 48, 51, 53, 55(3), 56, 64, 70, 74(3), 85, 103, 107, 120, 121, 122, 128(4), 130, 134(9) and 143(1)(b) of the Act are prescribed for the purposes of section 136(1)(a) of the Act.

(2) Sections 21, 26(1), 60(2) and (13), 61(2) and (11), 65(4), 67 72(4) and (5), 78, 93, 94, 98, 99, 100, 102(5), 103(3) 108, 110, 111, 113, 114, 116, 117 126, 127(4), 128, 129, 131, 132, 135, 136, 146(6) and (7) and 151 and 152 are prescribed for the purposes of section 136(1)(b) of the Act.

(3) An administrative penalty for a contravention must not exceed

(a) $250 000, in the case of a corporation or administrator, and

(b) $50 000, in the case of an individual other than an administrator.
Part 12
Alberta Employment Pension Tribunal

Notice of appeal
148 (1) The form of notice of appeal for the purpose of section 147(4) of the Act is set out in Form 17.

(2) The notice of appeal, including the information and fee required by section 147(4) of the Act must be filed with the Tribunal by sending the documents and fee by personal service, courier or registered mail to the office of the Alberta Employment Pension Tribunal.

Tribunal qualifications
149 In appointing members to the Tribunal under section 148(1) of the Act, the Lieutenant Governor in Council and the Minister must, to the extent practicable, appoint members who have experience and expertise in the pension industry.

Part 13
Assessment for Administration of Act

Definition
150 In this Part, “government fiscal year” means the period April 1 to March 31.

Filing fee
151 On the registration of a pension plan, the administrator of the plan must pay a filing fee calculated in accordance with the following formula:

\[ A \times B \]

where

A is the number of members in the plan on the effective date of registration of the plan;

B is the fee rate determined under section 153 in effect on the effective date of registration of the plan.
Administration fee
152(1) An administrator must each year pay an administration fee, calculated in accordance with subsection (2), to be paid at the following times:

(a) subject to clause (b), within 180 days after the end of the fiscal year of the plan, or

(b) if a pension plan is terminated,

   (i) in the case of a plan text document of the pension plan that contains no benefit formula provision, within 60 days after the effective date of the termination of the plan, or

   (ii) in the case of a plan text document of the plan that contains one or more benefit formula provisions, within 120 days after the effective date of the termination of the plan.

(2) The administration fee referred to in subsection (1) is calculated in accordance with the following formula:

\[ A \times B \]

where

A is the number of members in the plan at the end of the previous fiscal year of the plan for which the administration fee is payable;

B is the fee rate determined under section 153 in effect on the last day of the fiscal year of the plan for which the administration fee is payable.

Calculation of fee rate
153(1) The Superintendent must in each government fiscal year commencing in the 2014-15 government fiscal year,

(a) estimate the total amount of expenses to be incurred by the Superintendent during the following government fiscal year for or in connection with the administration of the Act, and

(b) determine the total amount of expenses incurred by the Superintendent during the preceding government fiscal year for or in connection with the administration of the Act.
(2) The amounts estimated and the amounts determined by the Superintendent under subsection (1) are final.

(3) The fee rate for a government fiscal year is the rate determined in accordance with the following formula rounded up to the nearest $0.25:

\[
\frac{(A + B)}{C}
\]

where

A is the estimated total of expenses to be incurred by the Superintendent under subsection (1)(a) during the government fiscal year for or in connection with the administration of the Act,

B is 25% of the difference between

(a) the aggregate amount of expenses incurred by the Superintendent under subsection (1)(b) in the second to fifth preceding government fiscal years, and

(b) the aggregate amount of fees received by the Superintendent, in the second to 5th preceding government fiscal years;

C is the estimated total amount of the number of members of all plans at the time of calculation of the rate.

(4) The fee rate in respect of a year must be published in a form and manner determined by the Superintendent no later than September 30 of that year.

(5) The fee rate is effective October 1 of a year.

**Minimum and maximum fee**

154 The minimum amount of the registration fee payable by an administrator under section 153 is $250 and the maximum amount is $75 000.
Part 14
Miscellaneous, Transitional, Consequential, Repeal and Coming into force

Division 1
Miscellaneous

Fees
155(1) Fees that may be imposed on administrators for the purpose of section 158 of the Act are set out in Schedule 5

(2) The prescribed matters and prescribed amounts for the purpose of section 138(3) of the Act are set out in sections 4(1) and (2) of Schedule 5.

Notice requirements
156(1) Subject to section 156 of the Act, any statement, information or notice that must or may be provided to a person under the Act may, be sent by ordinary mail to the last known postal address of the person.

(2) If a statement, information or notice is returned because the intended recipient is not at his or her last known postal address, the requirement under the Act that an administrator provide the statement, information or notice does not apply to that intended recipient unless a subsequent written request is received for the statement, information or notice.

Collection of personal information
157 The Superintendent may collect personal information about persons entitled to benefits under a pension plan if the information is necessary to determine whether the plan is in full compliance with the Act and this Regulation.

Division 2
Transitional Matters

Transitional items
158 In this Division,

(a) “current Act” means the Employment Pension Plans Act (SA 2012 cE-8.1);

(b) “former Act” means the Employment Pension Plans Act (RSA 2000 cE-8).
Pension plan documents

159(1) Pension plan documents filed under the former Act are deemed to have been filed in accordance with this Act.

(2) Where on the coming into force of this section, a pension plan or a pension plan text has been filed under the former Act but not yet registered, the current Act applies with respect to registration.

(3) Where a pension plan referred to in subsection (1), including the plan text document or any supporting plan document is not in compliance with this Act or the regulations, the administrator must apply for the registration of any required amendments to the plan text document or any supporting plan documents on or before June 30, 2015.

AR 154/2014 s159;224/2014

Participation agreements

160 A participation agreement under the former Act in effect on the coming into force of this section is deemed to meet the requirements of section 36 of the Act, but if the agreement does not meet the requirements of section 36 of the Act, the parties to the agreement must on or before June 1, 2015 enter into an agreement that meets those requirements.

Disclosure statements

161(1) In accordance with the guidelines issued by the Superintendent, a disclosure statement required under section 15 of the former Act may, until December 31, 2014, be used instead of the disclosure statement that meets the requirements of section 37 of the current Act.

(2) A requirement to provide a disclosure statement under section 31, 35 or 36 does not apply until December 31, 2014.

LIRAs and LIFs

162(1) The list of the financial institutions that are acknowledged under section 38 of the former Regulation is deemed to be the list for the purposes of section 105 of the current Regulation, until such time as the Superintendent establishes one or more new lists.

(2) Despite the repeal of the Employment Pension Plans Regulation (AR 35/2000), sections 39 and 40 of that Regulation continue to apply until sections 104 to 120, sections 122 to 139 and section 141 come into force.
Division 3
Consequential, Repeal and
Coming into Force

163 to 169  (These sections amend other regulations; the
amendments have been incorporated into those regulations.)

Repeal
170  The Employment Pension Plans Regulation (AR 35/2000) is
repealed.

Coming into force
171(1) This Regulation, except sections 104 to 120, sections 122
to 139 and section 141, comes into force on the coming into force
of section 159 of the Act.

(2) Sections 104 to 120, sections 122 to 139 and section 141, come
into force on January 1, 2015.

Schedule 1
Locked-in Retirement Account Addendum

Part 1
Interpretation

Interpretation
1(1) The following terms, used in this addendum, have the
meanings respectively given them as indicated below, except where
the context otherwise requires:

(a) “Act” means the Employment Pension Plans Act
(SA 2012 cE-8.1);

(b) “designated beneficiary”, in relation to the owner of this
locked-in retirement account, means a beneficiary
designated under section 71(2) of the Wills and
Succession Act;

(c) “life annuity” means a non-commutable arrangement to
provide, on a deferred or immediate basis, a series of
periodic payments for the life of the annuity holder or for
the lives jointly of the annuity holder and the annuity
holder’s pension partner;

(d) “locked-in retirement account issuer” means the issuer of
this locked-in retirement account;

(e) “locked-in money” means
(i) money in a pension plan the withdrawal, surrender or receipt of which is restricted under section 70 of the Act,

(ii) money transferred under section 99(1) of the Act, and

(iii) money to which subclause (i) applies, that has been transferred out of the plan, and any interest on that money, whether or not that money had been transferred to one or more locked-in vehicles after it was transferred from the plan, and includes money that was deposited into this locked-in retirement account under section 116(1)(a) of the Regulation or paid to the locked-in retirement account issuer under section 116(1)(b) or (2) of the Regulation;

(f) “member owner” means an owner of a locked-in vehicle if

   (i) the owner was a member of a pension plan, and

   (ii) the locked-in vehicle contains locked-in money from that plan;

(g) “owner” means a member owner or a pension partner owner;

(h) “pension partner” means a person who is a pension partner within the meaning of subsection (2);

(i) “pension partner owner” means an owner of a locked-in vehicle if

   (i) the owner is a pension partner, former pension partner or surviving pension partner of a pension plan or a member owner,

   (ii) the locked-in vehicle contains locked-in money from that plan, and

   (iii) the pension partner owner’s entitlement to the locked-in money in the locked-in vehicle arose by virtue of

       (A) the death of the member of a pension plan or a member owner, or

       (B) a breakdown of the marriage between the pension partner owner and the member of a pension plan, or the pension partner owner and the member owner;

(j) “Regulation” means the Employment Pension Plans Regulation;
(k) “this locked-in retirement account” means the locked-in retirement account to which this addendum applies.

(2) Persons are pension partners for the purposes of this addendum on any date on which one of the following applies:

(a) they
   (i) are married to each other, and
   (ii) have not been living separate and apart from each other for a continuous period longer than 3 years;

(b) if clause (a) does not apply, they have been living with each other in a marriage-like relationship
   (i) for a continuous period of at least 3 years preceding the date, or
   (ii) of some permanence, if there is a child of the relationship by birth or adoption.

(3) Terms used in this addendum and not defined in subsection (1) but defined generally in the Act or Regulation have the meanings assigned to them in the Act or Regulation, respectively.

Part 2
Transfers In and Transfers and Payments Out of Locked-in Retirement Account

Limitation of deposits to this account
2 The only money that may be deposited in this locked-in retirement account is

(a) locked-in money from a pension plan if
   (i) this locked-in retirement account is owned by a member owner, or
   (ii) this locked-in retirement account is owned by a pension partner owner,

and

(b) money deposited by the locked-in retirement account issuer under section 116(1)(a) of the Regulation or paid to the locked-in retirement account issuer for deposit to this locked-in retirement account under section 116(1)(b) or (2) of the Regulation.

Limitation on withdrawals from this account
3(1) Money in this locked-in retirement account, including investment earnings, is for use in the provision of retirement income.
(2) Despite subsection (1), money may be withdrawn from this locked-in retirement account in the following limited circumstances:

(a) by way of a transfer to another locked-in retirement account on the relevant conditions specified in this addendum;

(b) to purchase a life annuity in accordance with section 6(3);

(c) by way of a transfer to a pension plan if the plan text document of the plan allows the transfer;

(d) by way of a transfer to a life income fund in accordance with Division 3 of Part 9 of the Regulation;

(e) in accordance with Part 4 of this addendum.

(3) Without limiting subsections (1) and (2) and in accordance with in section 72 of the Act, money in this locked-in retirement account must not be assigned, charged, alienated or anticipated and is exempt from execution, seizure or attachment.

(4) The locked-in retirement account issuer must comply with any applicable requirements of the Act and the Regulation before allowing a payment or transfer of any of the money in this locked-in retirement account.

**General liability on improper payments or transfers**

4 If the locked-in retirement account issuer pays or transfers money from this locked-in retirement account contrary to the Act or the Regulation,

(a) subject to clause (b), the locked-in retirement account issuer must,

(i) if less than all of the money in this locked-in retirement account is improperly paid or transferred, deposit into this locked-in retirement account an amount of money equal to the money that had been improperly paid or transferred, or

(ii) if all of the money in this locked-in retirement account is improperly paid or transferred, establish a new locked-in retirement account for the owner and deposit into that new locked-in retirement account an amount of money equal to the amount of money that had been improperly paid or transferred,

or

(b) if

(i) the money is transferred out of this locked-in retirement account to an issuer that is authorized
under the Regulation to issue locked-in retirement accounts,

(ii) the act or omission that is contrary to the Act or the Regulation is the failure of the locked-in retirement account issuer to advise the transferee issuer that the money is locked-in money, and

(iii) the transferee issuer deals with the money in a manner that is contrary to the manner in which locked-in money is to be dealt with under the Act or the Regulation,

the locked-in retirement account issuer must pay to the transferee issuer, in accordance with the requirements of the Act and the Regulation relating to transfers of locked-in money, an amount equal to the amount dealt with in the manner referred to in subclause (iii).

Remittance of securities

5(1) If this locked-in retirement account holds identifiable and transferable securities, the transfers referred to in this Part may, unless otherwise stipulated in the contract to which this is an addendum, be effected, at the option of the locked-in retirement account issuer and with the consent of the owner, by the transfer of any such securities.

(2) Subject to section 2, there may be transferred to this locked-in retirement account identifiable and transferable securities, unless otherwise stipulated in the contract to which this is an addendum, if that transfer is approved by the locked-in retirement account issuer and consented to by the owner.

Retirement income

6(1) This locked-in retirement account may be converted to retirement income, whether in the form of a life income fund or a life annuity, at any time after the owner of the locked-in retirement account reaches 50 years of age, and must be converted to retirement income on or before the last date on which a person is allowed under the Income Tax Act (Canada) to start receiving a pension from a registered pension plan.

(2) The money in this locked-in retirement account must not be transferred to a life income fund unless

(a) payments under the life income fund cannot commence before the owner of the locked-in retirement account reaches 50 years of age,

(b) subject to clause (c)(ii), the owner has made an election for unlocking under section 71(5)(b) of the Act that meets the conditions set out in Schedule 3 and the amount unlocked, if any, has been paid to the owner, and
(c) if the owner is a member owner who has a pension partner,

(i) a waiver in Form 10 has been signed by the owner’s pension partner and provided to the locked-in retirement account issuer, and

(ii) if the owner has elected the unlocking option, a waiver in Form 14 has been signed by the owner’s pension partner and provided to the locked-in retirement account issuer.

(3) The money in this locked-in retirement account must not be transferred to an insurance company for the purchase a life annuity unless

(a) payments under the annuity will not commence before the owner of the locked-in retirement account reaches 50 years of age,

(b) payments under the annuity commence on or before the last date on which a person is allowed under the Income Tax Act (Canada) to start receiving a pension from a registered pension plan,

(c) there is no differentiation amongst the annuitants on the basis of gender, and

(d) if the owner is a member owner and if the member owner has a pension partner,

(i) the life annuity is in the form of a joint and survivor pension as described in section 90(2) of the Act, or

(ii) in the case of a life annuity that is in a form that is different from the form of pension described in subclause (i), a waiver in Form 11 signed by the member owner’s pension partner has been provided to the locked-in retirement account issuer not more than 90 days before the transfer.

(4) A transfer under subsection (2) or (3) must be made within 60 days after the delivery to the locked-in retirement account issuer of the documents required to effect the transfer.

Part 3
Death of Owner

Transfers on death of member owner

7(1) Subject to subsections (2) and (3), if a member owner dies and he or she is survived by a pension partner, the locked-in retirement account issuer must transfer any money that remains in this locked-in retirement account, within 60 days after the delivery to the locked-in retirement account issuer of the documents
required to effect the transfer, to whichever of the following the surviving pension partner elects:

(a) a pension plan if the plan text document of the plan allows the transfer;

(b) another locked-in retirement account;

(c) a life income fund in accordance with section 6(2);

(d) an insurance company to purchase a life annuity in accordance with section 6(3).

(2) If the surviving pension partner is a non-resident, any money that remains in the locked-in retirement account must be paid to the surviving pension partner in a lump sum.

(3) If a member owner of a locked-in retirement account dies and

(a) he or she is not survived by a pension partner, or

(b) he or she has a surviving pension partner and a waiver in Form 12 signed by the surviving pension partner is provided to the locked-in retirement account issuer

the locked-in retirement account issuer must pay any money that remains in the locked-in retirement account, within 60 days after the delivery to the issuer of the documents required to effect the payment, to the designated beneficiary or, if there is no living designated beneficiary, to the personal representative of the member owner’s estate.

(4) Where a waiver in Form 12 is signed by the surviving pension partner and provided to the locked-in retirement account issuer, that pension partner is not entitled to receive money in the locked-in retirement account under subsection (3) as the member owner’s designated beneficiary.

Transfers on death of pension partner owner

8 If a pension partner owner dies, the locked-in retirement account issuer must pay any money that remains in this locked-in retirement account, within 60 days after the delivery to the locked-in retirement account issuer of the documents required to effect the transfer,

(a) to the pension partner owner’s designated beneficiary, or

(b) if there is no living designated beneficiary, to the personal representative of the to the pension partner owner’s estate.

Part 4
Withdrawal, Commutation and Surrender

YMPE based lump sum payment

9 The locked-in retirement account issuer will, on application, provide to the owner of the locked-in retirement account the lump
sum amount referred to in section 71(2) of the Act if, at the time of the application,

(a) the balance of the locked-in retirement account does not exceed 20% of the Year’s Maximum Pensionable Earnings (YMPE) under the Canada Pension Plan for the calendar year in which the application is made, or

(b) the owner is at least 65 years of age and the balance of the locked-in retirement account does not exceed 40% of the YMPE for the calendar year in which the application is made.

### Splitting of contract

**10** If this locked-in retirement account is not eligible for a lump sum payment option referred to in section 9, assets in the locked-in retirement account must not be divided and transferred to 2 or more locked-in retirement accounts, life income funds, pension plans or annuities or any combination of them if that transfer would make the money in any one or more of those vehicles eligible to be paid out by way of a lump sum payment under section 71(1) or (2) of the Act.

### Shortened life payments

**11** On application by the owner of this locked-in retirement account referred to in section 71(4)(a) of the Act, the locked-in retirement account issuer will pay, to the owner, a payment, or series of payments for a fixed term, of all or part of the money held in the locked-in retirement account if

(a) a medical practitioner certifies that the owner has a disability or illness that is terminal or to likely shorten the owner’s life considerably, and

(b) at the time of the application, if the owner is a member owner and has a pension partner, a waiver in Form 13 signed by the pension partner has been provided to the locked-in retirement account issuer,

### Non residency for tax purposes

**12** The locked-in retirement account issuer will, on application, provide to the owner of the locked-in retirement account the lump sum amount referred to in section 71(4)(b) of the Act if,

(a) the owner includes in the application written evidence that the Canada Revenue Agency has confirmed that the owner is a non-resident for the purposes of the *Income Tax Act* (Canada), and

(b) at the time of the application, a waiver in Form 13 signed by the pension partner has been provided to the locked-in retirement account issuer.
Financial hardship

13 The locked-in retirement account issuer will, on application made in accordance with section 121(3) of the Regulation, provide to the owner of the locked-in retirement account a lump sum amount, up to the amount prescribed under section 121(5) of the Regulation, if, at the time of the application, the owner meets the requirements of the financial hardship exception set out in section 121(4) of the Regulation.

Maximum 50% unlocking

14 The locked-in retirement account issuer will, on a transfer to a life income fund, provide to the owner of the locked-in retirement account a lump sum amount equal to a maximum of 50% of the value of the locked-in retirement account, if, at the time of the transfer,

(a) the owner meets the requirements for the 50% unlocking set out in Schedule 3 of the Regulation, and

(b) at the time of the application, if the owner is a member owner and has a pension partner, a waiver in Form 14 signed by the pension partner has been provided to the locked-in retirement account issuer not more than 90 days before the transfer.

Schedule 2
Life Income Fund Addendum

Part 1
Interpretation

1(1) The following terms, used in this addendum, have the meanings respectively given them as indicated below, except where the context otherwise requires:

(a) “Act” means the Employment Pension Plans Act (SA 2012 cE-8.1);

(b) “designated beneficiary”, in relation to the owner of this life income fund, means a beneficiary designated under section 71(2) of the Wills and Succession Act;

(c) “life annuity” means a non commutable arrangement to provide, on a deferred or immediate basis, a series of periodic payments for the life of the annuity holder or for the lives jointly of the annuity holder and the annuity holder’s pension partner;

(d) “life income fund issuer” means the issuer of this life income fund;
(e) “life income fund maximum amount”, in relation to the income that may be paid out of a life income fund to an owner in a calendar year, means the greatest of

(i) the life income fund minimum amount for that year,

(ii) the preceding year’s life income fund investment returns, and

(iii) the amount determined by the following formula:

\[
\text{life income fund balance} / \text{withdrawal factor}
\]

where

“CANSIM rate”, in relation to a period of not more than 12 months for which interest is payable, means the rate of interest on long term bonds issued by the Government of Canada for the month of November preceding the year in relation to which the withdrawal factor is being calculated, determined by reference to the Canadian Socio Economic Information Management System (CANSIM) Series V 122487 compiled by Statistics Canada and available on the website maintained by the Bank of Canada;

“life income fund balance”, in relation to a life income fund, means

(i) in the calendar year in which the fund is established, the balance of the fund as at the date on which the fund is established, and

(ii) in every subsequent calendar year, the balance of the fund as at January 1 of the calendar year in which the calculation is made;

“withdrawal factor” means the actuarial present value, on January 1 of the year in which the calculation is made, of an annuity of $1 payable at the beginning of each year between that date and December 31 of the year during which the owner reaches the age of 90 years and calculated by using

(i) for the first 15 years in relation to which the actuarial present value is determined, the greater of the following:

(A) 6% per year;

(B) the CANSIM rate;
(ii) for each year after the first 15 years, 6% per year;

(f) “life income fund minimum amount”, in relation to the income that may be paid out of a life income fund to an owner in a calendar year, means the minimum amount of income that, under the Income Tax Regulations (Canada), is required to be paid out of the member’s life income fund in that year;

(g) “locked-in money” means

(i) money in a pension plan the withdrawal, surrender or receipt of which is restricted under section 70 of the Act,

(ii) money transferred under section 99(1) of the Act, and

(iii) money to which clause (a), applies, that has been transferred out of the plan, and any interest on that money, whether or not that money had been transferred to one or more locked-in vehicles after it was transferred from the plan,

and includes money that was deposited into this life income fund under section 135(1)(a) of the Regulation or paid to the life income fund issuer under section 135(1)(b) or (2) of the Regulation;

(h) “member owner” means an owner of a locked-in vehicle if

(i) the owner was a member of a pension plan, and

(ii) the locked-in vehicle contains locked-in money from that plan;

(i) “owner” means a member owner or a pension partner owner;

(j) “pension partner” means a person who is a pension partner within the meaning of subsection (2);

(k) “pension partner owner” means an owner of a locked-in vehicle if

(i) the locked-in vehicle contains locked-in money from that plan, and

(ii) the pension partner owner’s entitlement to the locked-in money in the locked-in vehicle arose by virtue of

(A) the death of the member of a pension plan or a member owner, or

(B) a break down of the marriage between the pension partner owner and the member of a
pension plan, or the pension partner owner and the member owner;

(l) “Regulation” means the Employment Pension Plans Regulation;

(m) “this life income fund” means the life income fund to which this addendum applies.

(2) Persons are pension partners for the purposes of this addendum on any date on which one of the following applies:

(a) they
   (i) are married to each other, and
   (ii) have not been living separate and apart from each other for a continuous period longer than 3 years;

(b) if clause (a) does not apply, they have been living with each other in a marriage-like relationship
   (i) for a continuous period of at least 3 years preceding the date, or
   (ii) of some permanence, if there is a child of the relationship by birth or adoption.

(3) Terms used in this addendum and not defined in subsection (1) but defined generally in the Act or Regulation have the meanings assigned to them in the Act or Regulation.

Part 2
Transfers In and Transfers and Payments Out of Life Income Fund

Limitation of deposits to this account

2(1) Subject to subsection (2), the only money that may be deposited in this life income fund is

(a) locked-in money from a pension plan if
   (i) this life income fund is owned by a member owner, or
   (ii) this life income fund is owned by a pension partner owner

(b) money deposited by the life income fund issuer under section 135(1)(a) of the Regulation or paid to by the life income fund issuer for deposit to this life income fund under section 135(1)(b) or (2) of the Regulation, or

(c) money deposited by the life income fund issuer from a locked-in retirement account under section 114(2) of the Regulation or from another life income fund under section 132(1) of the Regulation.
(2) The issuer of the life income fund must not accept a transfer to the life income fund of locked-in money unless the original or a certified copy of the signed waiver form in Form 7, 10, 14 or 15, as applicable, has been provided to the life income fund issuer.

Payments out

3(1) The owner of this life income fund must, at the beginning of each calendar year, notify the life income fund issuer in writing of the amount of income that is to be paid out of the life income fund during that year, which amount must accord with subsection (5).

(2) Subject to subsection (3), the owner of this life income fund may, at any time that money is transferred to this life income fund, notify the life income fund issuer in writing of the amount of income that is to be paid out of the life income fund during that year, which amount must accord with subsection (5).

(3) The additional payment in subsection (2) may not be made if the money that transferred into this life income fund was previously in another life income fund or a life income type benefits account.

(4) The owner of this life income fund may, at any time during a calendar year, change the amount of income that is to be paid out of the life income fund during that year to a different amount that accords with subsection (5).

(5) There must be paid from a life income fund in each calendar year an amount of income that accords with the following:

(a) not less than the life income fund minimum amount applicable to the owner for that year;

(b) not more than the life income fund maximum amount applicable to the owner for that year.

Limitation on withdrawals from this account

4(1) Money in this life income fund, including investment earnings, is for use in the provision of retirement income.

(2) Despite subsection (1), money may be withdrawn from this life income fund in the following limited circumstances:

(a) by way of a transfer to another life income fund on the relevant conditions specified in this addendum;

(b) to purchase a life annuity in accordance with section 7(1);

(c) by way of a transfer to a pension plan if the plan text document of the plan allows the transfer;

(d) in accordance with Part 4 of this addendum.

(3) Without limiting subsections (1) and (2) and in accordance with in section 72 of the Act, money in this life income fund must
not be assigned, charged, alienated or anticipated and is exempt from execution, seizure or attachment.

(4) The life income fund issuer must comply with any applicable requirements of the Act and the Regulation before allowing a payment or transfer of any of the money in this life income fund.

**General liability on improper payments or transfers**

5 If the life income fund issuer pays or transfers money from this life income fund contrary to the Act or the Regulation,

(a) subject to clause (b), the life income fund issuer must,

(i) if less than all of the money in this life income fund is improperly paid or transferred, deposit into this life income fund an amount of money equal to the money that had been improperly paid or transferred, or

(ii) if all of the money in this life income fund is improperly paid or transferred, establish a new life income fund for the owner and deposit into that new life income fund an amount of money equal to the amount of money that had been improperly paid or transferred,

or

(b) if

(i) the money is transferred out of this life income fund to an issuer that is authorized under the Regulation to issue life income funds,

(ii) the act or omission that is contrary to the Act or the Regulation is the failure of the life income fund issuer to advise the transferee issuer that the money is locked-in money, and

(iii) the transferee issuer deals with the money in a manner that is contrary to the manner in which locked-in money is to be dealt with under the Act or the Regulation,

the life income fund issuer must pay to the transferee issuer, in accordance with the requirements of the Act and the Regulation relating to transfers of locked-in money, an amount equal to the amount dealt with in the manner referred to in subclause (iii).

**Remittance of securities**

6(1) If this life income fund holds identifiable and transferable securities, the transfers referred to in this Part may, unless otherwise stipulated in the contract to which this is an addendum,
(2) Subject to section 2, there may be transferred to this life income fund identifiable and transferable securities, unless otherwise stipulated in the contract to which this is an addendum, if that transfer is approved by the life income fund issuer and consented to by the owner.

Restrictions on transfers

7(1) The money in this life income fund must not be transferred to an insurance company for the purchase of a life annuity unless

(a) there is no differentiation amongst the annuitants on the basis of gender, and

(b) if the member owner has a pension partner,

(i) the life annuity is in the form of a joint and survivor pension as described in section 90(2) of the Act, or

(ii) in the case of a life annuity that is different from the form of pension described in subclause (i), a waiver in Form 11 signed by the member owner’s pension partner and provided to the life income fund issuer not more than 90 days before the transfer.

(2) The money in this life income fund must not be transferred to a locked-in retirement account.

Part 3

Death of Owner

Transfers on death of owner who was a pension plan member

8(1) If a member owner of a life income fund dies, the life income fund issuer must pay, by way of a lump sum payment, the money in the life income fund:

(a) to the deceased member owner’s surviving pension partner;

(b) if the deceased member owner has no pension partner at the time of death, or if the deceased member owner has a surviving pension partner and a waiver in Form 16, signed by the surviving pension partner has been provided to the life income fund issuer

(i) to the deceased member owner’s designated beneficiary, or

(ii) if there is no living designated beneficiary, to the personal representative of the deceased member owner’s estate.
(2) A payment under subsection (1) must be made within 60 days after the delivery to the issuer of the documents required to effect the payment.

Transfers on death of pension partner owner
9(1) If a pension partner owner of a life income fund dies, the life income fund issuer must pay, by way of a lump sum payment, the money in the life income fund,

(a) to the pension partner owner’s designated beneficiary, or

(b) if there is no living designated beneficiary, to the personal representative of the pension partner owner’s estate.

(2) A payment under subsection (1) must be made within 60 days after the delivery to the issuer of the documents required to effect the payment.

Part 4
Withdrawal, Commutation and Surrender

YMPE based lump sum payment
10 The life income fund issuer will, on application, provide to the owner of the life income fund the lump sum amount referred to in section 71(2) of the Act if, at the time of the application,

(a) the balance of the life income fund does not exceed 20% of the Year’s Maximum Pensionable Earnings (YMPE) under the Canada Pension Plan for the calendar year in which the application is made, or

(b) the owner is at least 65 years of age and the balance of the life income fund does not exceed 40% of the YMPE for the calendar year in which the application is made.

Splitting of contract
11 If this life income fund is not eligible for a lump sum payment option referred to in section 10, assets in the life income fund must not be divided and transferred to 2 or more, life income funds, pension plans or annuities or any combination of them if that transfer would make any one or more of those vehicles eligible for a lump sum payment under section 71(1) or (2) of the Act.

Shortened life payments
12 On application by the owner of this life income fund referred to in section 71(4)(a) of the Act, the life income fund issuer will pay, to the owner, a payment, or series of payments for a fixed term, of all or part of the assets held in the life income fund if

(a) a medical practitioner certifies that the owner has a disability or illness that is terminal or to likely shorten the owner’s life considerably, and
(b) at the time of the application, if the owner is a member owner and has a pension partner, a waiver in Form 13 signed by the pension partner has been provided to the life income fund issuer.

Non residency for tax purposes

13 The life income fund issuer will, on application, provide to the owner of the life income fund the lump sum amount referred to in section 71(4)(b) of the Act if,

(a) the owner includes in the application written evidence that the Canada Revenue Agency has confirmed that the owner is a non-resident for the purposes of the Income Tax Act (Canada), or

(b) at the time of the application, if the owner is a member owner and has a pension partner, a waiver in Form 13 signed by the pension partner has been provided to the life income fund issuer.

Financial hardship

14 The life income fund issuer will, on application made in accordance with section 140(3) of the Regulation, provide to the owner of the life income fund a lump sum amount, up to the amount prescribed under section 140(5) of the Regulation, if, at the time of the application, the owner meets the requirements of the financial hardship exception set out in section 140(4) of the Regulation.

Schedule 3

Up to 50% Unlocking Option

Conditions

1(1) The conditions prescribed for the purposes of section 71(5) of the Act are provided in this section.

(2) An unlocking election by a member of a pension plan, or owner of a locked-in retirement account, must be provided in writing to the administrator of the pension plan or the financial institution holding the locked-in retirement account.

(3) A member or an owner of a locked-in retirement account is eligible to make an unlocking election if and only if that person has at least attained the age of 50 years.

(4) An unlocking election may only be made once, and may only be made:

(a) not more than 90 days before the transfer to a retirement income account

   (i) from a pension plan, or

   (ii) from a locked-in retirement account,
or

(b) immediately prior to the commencement of payments of
life income type benefits from the pension plan pursuant
to section 77 of the Act.

(5) An unlocking of up to 50% of the commuted value of the
benefit, or 50% of the balance in a locked-in retirement account,
may not be made after the pension commencement date of the
member, or the owner of the locked-in retirement account.

(6) The amount unlocked may be paid to the member, or the owner
of the locked-in retirement account, on a lump sum basis, or be
transferred to an RRSP, if and to the extent that the Income Tax Act
(Canada) allows, with or without conditions, at the option of the
person to whom the lump sum is payable.

(7) If the owner or member owner has a pension partner and a
waiver in Form 7 or 14, as applicable, has been signed by the
member’s or member owner’s pension partner, a copy of the
waiver has been provided to the administrator or issuer, as
applicable.

Schedule 4
Exemptions and Other Provisions for
Universities Academic Pension Plan

Interpretation

1(1) In this Schedule, “Plan” means the Universities Academic
Pension Plan referred to in section 12 of the Regulation.

(2) References in this Schedule to section 60(2) of the Regulation,
except where reference is made to section 52 of the Act, are to be
taken to be references to section 60(2) of the Regulation as
contained in section 13(1) of this Schedule.

(3) With respect to the Plan, the words “or (c)” in the definition of
“special payments” in section 1(1)(ddd)(i) of the Regulation are to
be treated as not existing.

(4) To any extent that any provision of the legislation, as it applies
with respect to the Plan, is inconsistent with a provision of an
Order in Council made under section 14(8)(b) of Schedule 3 to the
Public Sector Pension Plans Act, the latter provision prevails over
the former.

Application

2 This Schedule applies only to the Plan.

Participation agreement

3(1) Sections 36(1) and 48 of the Act do not apply with respect to
the Plan.
(2) To participate in the Plan, employers and, to the extent that employers have academic staff associations, those associations must be signatories either to

(a) the relevant trust deed or agreement or similar document referred to in section 28(b)(ii) of the Regulation, where that instrument meets the conditions set out in section 29(a) to (d) of the Regulation, or

(b) one or more participation agreements referred to in sections 36(1) and 48 of the Act.

**Actuarial valuation reports and cost certificates**

4 Section 49(5)(d)(ii) of the Regulation is to be treated as reading:

(ii) for the solvency deficiency, if any,

(A) the date of its establishment,

(B) the amount of the solvency deficiency.

**Annual statement for active members**

5 Section 31(4)(c)(ii) of the Regulation is to be treated as reading:

(ii) a statement that the participating employers have agreed to pay any solvency deficiency in respect of its employees or former employees in the event of the termination of the Plan;

**Annual statement for retired members**

6 Section 32(3)(a)(ii) of the Regulation is to be treated as reading:

(ii) a statement that the participating employers have agreed to pay any solvency deficiency in respect of its employees or former employees in the event of the termination of the Plan;

**Termination of active membership statement**

7 The Plan is exempt from section 34(4)(c) of the Regulation.

**Information statement on marriage breakdown**

8 Section 35(4)(f)(ii) of the Regulation is to be treated as reading:

(ii) a statement that the participating employers have agreed to pay any solvency deficiency in respect of its employees or former employees in the event of the termination of the Plan;

**Information statement after filing matrimonial property order or agreement**

9 The Plan is exempt from section 36(3)(b) of the Regulation.
Information statement on death of a member before pension commencement

10 The Plan is exempt from section 40(5)(e) of the Regulation.

Benefits and entitlements on Plan termination

11 The Plan is exempt from section 8(1)(c)(iv) of the Act provided that the Plan provides in effect that on the withdrawal of all or any of the employers from the Plan those employers are to establish a successor pension plan or plans that will take over all the assets and liabilities of the Plan that relate to those employers, with accrued benefits and other rights being fully protected.

Locking in

12 With respect to the Plan, in section 70 of the Act, “the initial legislation date” is to be treated as reading “January 1, 1994”.

Funding

13(1) Subject to section 60(16) of the Regulation, the Plan is exempt from section 52(2) of the Act, to the extent that that subsection requires a pension plan to provide for funding in accordance with the prescribed tests for the solvency of pension plans, unless

(a) the Plan is terminated, or
(b) an employer withdraws from the Plan in the circumstances described in section 114 of the Act.

(2) The Plan is exempt from section 60(5), (8) and (9) of the Regulation.

(3) In section 60(2) and (3) of the Regulation, references to subsection (2)(c) of the Regulation are to be treated as not existing.

(4) In section 60(4) and (12) of the Regulation, references to “solvency deficiency” are to be treated as not existing.

(5) The following is to be treated as added after section 60(15) of the Regulation:

(15) The administrator shall ensure that the actuary performs the funding requirements required under section 52(2) of the Act and reports the results of those tests in actuarial valuation reports and cost certificates required to be filed pursuant to section 38(1)(b) of the Act.

(16) The administrator shall notify the Superintendent if a benefit change adversely affects the solvency of the Plan, and have the Plan reviewed or the latest review revised as required by section 48(6) of the Regulation.
Fund holders

14 With respect to the Plan, section 50(2) of the Act is to be regarded as having the following clause added to it after clause (c):

(c.1) the Alberta Investment Management Corporation,

Manner and extent of transfers

15 The Plan is exempt from section 74(3) of the Act and section 90 of the Regulation.

Solvency tests and funding of the Plan

16(1) The Plan is exempt from section 60(2) and (3) of the Regulation and the following subsections apply instead:

(2) Subject to subsection (3), each plan contributor must pay the following into the plan or, if the plan contributor’s share of the following has been determined under section 57.1, must pay the plan contributor’s share of the following into the plan:

(a) at least monthly, an amount that is equal to 1/12 of the defined benefit component’s normal actuarial cost that the reviewer of the current actuarial valuation report has, in that report, attributed to that plan contributor, and

(b) without limiting any other obligation on the plan contributors to make payments under this section in relation to any previous unfunded liability of the defined benefit component, if the current actuarial valuation report establishes the existence of an unfunded liability for the defined benefit component, a series of equal payments that are made at least monthly, which series of payments must be sufficient, in the opinion of the reviewer who prepared that actuarial valuation report,

(i) subject to subsection (2.1), with respect to an unfunded liability in respect of employment that was recognized as pensionable, and the benefits that were in place, as at December 31, 1991, monthly payments, expressed as a percentage of payroll, which, together with payments made by the Crown in right of Alberta under its liability as to partial funding of that unfunded liability, as imposed by Schedule 3 to the Public Sector Pension Plans (Legislative Provisions) Regulation (AR 365/93), are sufficient to amortize that unfunded liability on or before December 31, 2043, and

(ii) if the Plan has any other unfunded liability, to amortize the unfunded liability within the unfunded liability payment period applicable to it.

(2.1) Once an actuarial valuation report prepared pursuant to a review referred to in section 48(3)(b) shows that no unfunded
liability referred to in subsection (3)(b)(i) exists, the exemption from section 60(2) that is given by subsection (2)(b)(i) ceases to apply and the loss of that exemption remains permanent, regardless of anything that happens afterwards.

(3) Instead of making the payments referred to in subsection (2)(b)(ii), each plan contributor may elect to make payments into the plan under this subsection if

(a) the payments are made at least monthly over the unfunded liability payment period that is applicable to that unfunded liability,

(b) the payment amounts are identical and are calculated as a percentage of the payroll that, as at the review date of the actuarial valuation report by which the existence of the unfunded liability was established, was projected for the members, and

(c) the actuarial present value of the payments over the period referred to in clause (a), or any shorter period selected by the administrator for the purposes of this subsection, is equal to that unfunded liability.

(2) Section 60(10)(c) of the Regulation is to be regarded as reading as follows:

(c) until the exemption referred to in subsection (2.1) expires and to the extent that the excess assets arose in respect of employment after 1991, applied to reduce employer or employee contributions or both and, once that exemption has expired, applied to reduce employer or employee contributions or both, or

(3) Section 60 of the Regulation is to be regarded as having the following subsection added after subsection (6):

(6.1) Notwithstanding subsection (6)(a), an actuarial gain arising from post 1991 employment need not be used to amortize or reduce an unfunded liability referred to in subsection (2)(b)(i), but this subsection ceases to apply with permanent effect as soon as the exemption referred to in subsection (3.1) expires.

Remitting of contributions and Crown unfunded liability payments

17 The following is to be treated as added after section 64(5) of the Regulation:

(6) Notwithstanding sections 60(2) and 68(1)(c) of the Regulation, employer contributions referred to in section 64(1)(c), and contributions payable by the Crown under Schedule 3 to the Public Sector Pension Plans (Legislative Provisions) Regulation (AR 365/93), that are payable in respect
of the first quarter after a review date may be made together
with those employer and Crown contributions respectively to
be paid in respect of the 2nd quarter after it, but they must
include interest from the date when they would have been paid
under that section 68(1)(c) of the Regulation, or that Order,
respectively, to the date of payment, at the same interest rate as
was used in determining the respective employer contributions
referred to in section 68(1)(c) of the Regulation or those Crown
contributions, respectively.

Schedule 5
Fees

Late fees

1 Where a return referred to in section 38(1)(a) of the Act is not
filed at the times specified in section 47(3), (5) and (8) of the
Regulation, an additional fee equal to 10% of the assessment
required by section 152(2) of the Regulation is payable within 30
days after that time.

Transfer of actuarial excess or surplus

2(1) The fee for obtaining a written notice of consent from the
Superintendent under section 65(2)(a) or 66(4)(a) of the Regulation
or section 64(1)(c) of the Act is based on the cost of the service
provided, calculated in accordance with subsection (2).

(2) The fee payable is $100 for each hour or portion of an hour
spent by each person in performing the service, except that
(a) the total fee payable must not to exceed 25% of the
actuarial excess or surplus to be paid or transferred to the
administrator, and
(b) no fee is payable if the actuarial excess or surplus to be
paid or transferred to the administrator is less than $500.

(3) A notice of the amount of the fee payable must be provided by
the Superintendent to the administrator, which must include the
amount of time spent by the persons providing the service.

Inspection expenses

4(1) The matters prescribed for the purposes of section 138(3)(a)
of the Act are those considered reasonable and appropriate by the
Superintendent for the purpose of conducting the inspection.

(2) The maximum amount prescribed for the purpose of section
138(3)(a) of the Act is $1000 for each day or part of a day in which
the inspection is conducted, as determined by the Superintendent.

Appeal fee

5 The fee prescribed for the purpose of section 147(4) of the Act
is $500.
Form 1
Administrator Statement of Compliance
– Plan Registration

Administrators are required under section 13 of the Act to file a statement that an application for registration of a pension plan complies with the provisions of the Employment Pension Plans Act (SA 2012 cE-8.1) (the “Act”) and the regulations under the Act. The issuance by the Superintendent of Pensions (the “Superintendent”) of a Certificate of Registration for a pension plan registered under the Act will be made based on this statement. Administrators are reminded that the Superintendent has the power to refuse to register or to revoke any registration that does not comply with the Act and the regulations.

I, __[name of administrator]__, the administrator of __[name of pension plan]__, attach an application for registration of a pension plan dated __[mm/dd/yyyy]__, and CERTIFY AS FOLLOWS:

1 I am satisfied that the plan documents of the pension plan that are filed with this certificate comply with the provisions of the Act and the regulations.

2 I acknowledge that the obligation to determine compliance of the documents filed with this certificate is the responsibility of the administrator and I declare that I have fulfilled that responsibility and have complied with the provisions of the Act and the regulations in making this application.

3 The following have been established in relation to the plan:
   (a) a governance policy that meets the requirements of section 42(1) of the Act;
   (b) a statement of investment policies and procedures that meets the requirements of section 43(1) of the Act;
   (c) a funding policy that meets the requirements of section 44 of the Act.

I declare that the above statements are true to the best of my knowledge and belief and I am making this certificate conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DATED __[mm/dd/yyyy]__.
Signature of administrator or authorized officer

Name of administrator or authorized officer (printed)

(NOTE: The administration of a pension plan or pension fund in a manner that does not comply with the provisions of the Act and the regulations may be subject to an administrative penalty under section 136 of the Act or may be considered an offence under section 143 of the Act. In addition, an administrator may be subject to a direction for compliance under section 133 of the Act issued by the Superintendent relating to, among other matters, the manner of administration of the pension plan or pension fund.

Form 2
Administrator Statement of Compliance – Plan Text Document Amendment

This form must be filed with the submission of any amendment to a plan text document. Administrators are required under section 18 of the Act to file a statement that the proposed amendments to plan text documents comply with the provisions of the Employment Pension Plans Act (SA 2012 cE-8.1) (the “Act”) and the regulations under the Act. The issuance by the Superintendent of Pensions (the “Superintendent”) of a Registration of Amendment for an amendment to a plan text document registered under the Act will be made based on this statement. Administrators are reminded that the Superintendent has the power to refuse to register or to revoke any registration that does not comply with the Act and the regulations.

I, [name of administrator], the administrator of [name of pension plan], attach an application for registration of an amendment, dated [mm/dd/yyyy], of the plan text document of the pension plan, which plan bears Alberta registration number __________, and CERTIFY AS FOLLOWS:

1 I am satisfied that the amendment to the plan text document filed with this certificate complies with the provisions of the Act and the regulations.

2 I acknowledge that the obligation to determine compliance of the amendment filed with this certificate is the responsibility of the administrator and I declare that I have fulfilled that responsibility and have complied with the provisions of the Act and the regulations in making this application.

3 A summary of the changes made by the amendment and a list of the sections of the plan text document that have changed is attached.

I declare that the above statements are true to the best of my knowledge and belief and I am making this certificate
conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DATED [mm/dd/yyyy].

Signature of administrator or authorized officer

Name of administrator or authorized officer (printed)

NOTE: The administration of a pension plan or pension fund in a manner that does not comply with the provisions of the Act and the regulations may be subject to an administrative penalty under section 136 of the Act or may be considered an offence under section 143 of the Act. In addition, an administrator may be subject to a direction for compliance under section 133 of the Act issued by the Superintendent relating to, among other matters, the manner of administration of the pension plan or pension fund.

Form 3
Administrator Statement of Compliance – Amendment to Supporting Plan Documents

This form must be filed with the submission of any amendment to a supporting plan document. Administrators are required under section 26 of the Act to file a statement that the proposed amendments to plan documents comply with the provisions of the Employment Pension Plans Act (SA 2012 cE-8.1) (the “Act”) and the regulations under the Act.

I, [name of administrator] , the administrator of [name of pension plan] , attach an application for filing of an amendment, dated [mm/dd/yyyy] , of a supporting plan document of the pension plan, which plan bears Alberta registration number __________, and CERTIFY AS FOLLOWS:

1 I am satisfied that the amendment to the supporting plan document filed with this certificate complies with the provisions of the Act and the regulations.

2 I acknowledge that the obligation to determine compliance of the documents filed with this certificate is the responsibility of the administrator and I declare that I have fulfilled that responsibility and have complied with the provisions of the Act and the regulations in making this application.

3 A summary of the changes made by the amendment and a list of the sections of the supporting plan document that have changed is attached.
I declare that the above statements are true to the best of my knowledge and belief and I am making this certificate conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DATED [mm/dd/yyyy].

Signature of administrator or authorized officer

Name of administrator or authorized officer (printed)

NOTE: The administration of a pension plan or pension fund in a manner that does not comply with the provisions of the Act and the regulations may be subject to an administrative penalty under section 136 of the Act or may be considered an offence under section 143 of the Act. In addition, an administrator may be subject to a direction for compliance under section 133 of the Act issued by the Superintendent relating to, among other matters, the manner of administration of the pension plan or pension fund.

Form 4
Pension Partner Waiver of Entitlement to a 60% Joint and Survivor Pension from a Pension Plan

- This waiver form must be signed by a pension partner in order to permit a plan member to elect a form of pension that does not provide at least a 60% joint and survivor pension for the pension partner, if that plan member has pension partner at his or her pension commencement date.

- Alternatively, this waiver form must be signed by a pension partner in order to permit a plan member to elect a form of annuity that does not provide at least a 60% joint and survivor annuity for the pension partner, if that plan member has pension partner at the date of annuity purchase.

- This waiver form is not valid unless it is signed and filed with the plan administrator not more than 90 days before the pension commencement date of the plan member.

1 Section 90(2) and 99(1) of the Employment Pension Plans Act (SA 2012 cE-8.1) require that if a plan member has a pension partner on his or her pension commencement date, the form of pension must be a 60% joint and survivor pension, unless the pension partner agrees to a different form of pension by signing this waiver form.

2 A minimum 60% joint and survivor form of pension is a pension that is payable during the lives of the plan member and his or her pension partner and, after the death of one of them, is
payable to the survivor for life in an amount that is not less than 60% of the amount that would have been payable to the plan member had the death not occurred.

3 By signing this waiver form, the pension partner gives up the right to the minimum 60% joint and survivor pension. This form must be signed and filed with the plan administrator not more than 90 days before the pension commencement date of the plan member.

4 The “pension commencement date” is the date the plan member selects as the date on which the plan member’s pension is to start.

5 Being the “pension partner” means that

(a) I am married to the plan member and have not been living separate and apart from that person for a continuous period longer than 3 years, or

(b) if paragraph (a) above does not apply to me and there is no other person to whom paragraph (a) does apply, I have been living with the plan member in a marriage-like relationship for a continuous period of at least 3 years or in a relationship of some permanence if there is a child of our relationship by birth or adoption immediately preceding the date on which I have signed this waiver form.

I, (name of pension partner), am the pension partner of (name of plan member).

6 Pension funds for the plan member are currently held in (name of pension plan), a pension plan regulated in accordance with the Employment Pension Plans Act and the Employment Pension Plans Regulation (in this waiver form referred to as “the legislation”).

7 I understand that I do not have to sign this waiver form unless I agree to the plan member electing a form of pension that provides less than a 60% joint and survivor pension. Nonetheless, I am signing this waiver form to permit the plan member to choose:

☐ a different level of a joint and survivor pension, or

☐ a form of pension other than a joint and survivor pension, which will not guarantee a pension for my lifetime and may not provide me with any death benefit at all.

8 I understand that signing this waiver form does not affect any rights that I could have as a result of any breakdown or potential breakdown in the relationship between the plan member and myself.

9 I understand that this waiver form has no effect unless it is signed and filed with the plan administrator not more than 90 days before the pension commencement date of the plan member.
10 I have chosen to sign this waiver form and, in so doing, give up my entitlement to the 60% joint and survivor pension required by the legislation.

CERTIFICATION OF PENSION PARTNER
I certify that
(a) I have read this waiver form and understand it and the potential results of my signing it,
(b) I have seen the plan member’s retirement statement and know the potential impact this decision could have on any benefit that I am entitled to,
(c) I am signing this waiver form of my own free will,
(d) the plan member is not present while I am signing this waiver form,
(e) I realize that
   (i) this waiver form only gives a general description of the legal rights I have under the legislation, and
   (ii) if I wish to understand exactly what my legal rights are, I must read the legislation and, if necessary, consult a professional with pension expertise,
(f) the information that I have given in this waiver form is true, to the best of my knowledge, at the time when I sign this waiver form. If any of that information changes, I will notify the plan administrator of that change, and
(g) I am aware that I am entitled to a copy of this waiver form.

I sign this waiver form on    (date)    .

______________________________
Signature of Pension Partner

______________________________
Address of Pension Partner

______________________________
Telephone number of Pension Partner

STATEMENT OF WITNESS
I certify that I am not related to this pension partner, and that I witnessed this pension partner sign this waiver form in the absence of the plan member on    (date)    .

________________________
Signature of Witness

________________________
Print Name of Witness
Address of Witness

Telephone number of Witness

For further information, please contact (name of plan administrator) at (contact information).

Form 5
Pension Partner Waiver of Entitlement to a Death Benefit
Before Pension Commencement in a Pension Plan

- This waiver form must be signed by a pension partner in order to waive that person’s entitlement to the payment of a death benefit from a pension plan, if the plan member dies before he or she starts to receive retirement income.

- This waiver form does not give up an entitlement to receive a 60% joint and survivor pension nor does it give consent to the establishment of a Life Income Fund (LIF) or a Life Income Type Benefits (LITB) account.

- This waiver form is not valid unless it is signed and filed with the plan administrator. This waiver form may be revoked at any time.

1 Section 89(1) of the Employment Pension Plans Act (SA 2012 cE-8.1) requires that a pension partner of a plan member be the beneficiary of any benefit payable from a pension plan on the death of the plan member before the pension commencement date of that person. If a pension partner does not want this death benefit, that person must waive that entitlement by signing this waiver form.

2 A minimum 60% joint and survivor form of pension is a pension that is payable during the lives of the plan member and his or her pension partner and, after the death of one of them, is payable to the survivor for life in an amount that is not less than 60% of the amount that would have been payable to the plan member had the death not occurred.

3 Being the “pension partner” means that

   (a) I am married to the plan member and have not been living separate and apart from that person for a continuous period longer than 3 years, or

   (b) if paragraph (a) above does not apply to me and there is no other person to whom paragraph (a) does apply, I have been living with the plan member in a marriage-like relationship for a continuous period of at least 3 years or in a relationship of some permanence if there is a child of our relationship by birth or adoption immediately.
preceeding the date on which I have signed this waiver form.

I, _ (name of pension partner)_, am the pension partner of _ (name of plan member)_.

4 Pension funds for the plan member are currently held in _ (name of pension plan)_ , a pension plan regulated in accordance with the Employment Pension Plans Act and the Employment Pension Plans Regulation (in this waiver form referred to as “the legislation”).

5 I understand that I am the beneficiary of the benefit payable on death of the plan member before the pension commencement date of that person. I further understand that I give up that entitlement by signing this waiver form.

6 I understand that if I sign this waiver form and it is filed with the plan administrator, this means that the plan member may name someone else as the beneficiary of the death benefit or may leave it to his/her estate.

7 I understand that I may change my mind and revoke this waiver form at any time by providing written notice of such revocation to the plan administrator. If I revoke this waiver form, I am again entitled to the death benefit payable from the pension plan.

8 I understand that signing this waiver form does not affect any rights that I could have as a result of any breakdown or potential breakdown in the relationship between the plan member and myself.

9 I understand that this waiver form has no effect until it is signed and filed with the plan administrator.

10 I have chosen to sign this waiver form and, in so doing, agree that I have no further entitlement in the plan member’s benefit.

CERTIFICATION OF PENSION PARTNER
I certify that

(a) I have read this waiver form and understand it and the potential results of my signing it,

(b) I have seen a current statement of the plan member’s benefit entitlement and know the approximate current value of the benefit of the plan member and the potential impact this decision could have on any benefit that I am entitled to,

(c) I am signing this waiver form of my own free will,

(d) the plan member is not present while I am signing this waiver form,

(e) I realize that
(i) this waiver form only gives a general description of the legal rights I have under the legislation, and

(ii) if I wish to understand exactly what my legal rights are, I must read the legislation and, if necessary, consult a professional with pension expertise,

(f) the information that I have given in this waiver form is true, to the best of my knowledge, at the time when I sign this waiver form. If any of that information changes, I will notify the plan administrator of that change, and

(g) I am aware that I am entitled to a copy of this waiver form.

I sign this waiver form on _____________.

Signature of Pension Partner

______________________________

Address of Pension Partner

______________________________

Telephone number of Pension Partner

STATEMENT OF WITNESS

I certify that I am not related to this pension partner, and that I witnessed this pension partner sign this waiver form in the absence of the plan member on _____________.

________________________

Signature of Witness

________________________

Print Name of Witness

________________________

Address of Witness

________________________

Telephone number of Witness

For further information, please contact (name of plan administrator) at (contact information).

Form 6
Pension Partner Waiver to Permit Unlocking From a Pension Plan Due to Shortened Life Expectancy or Non-residency

- This waiver form must be signed by the pension partner in order to permit a plan member who has a pension partner at the date of application for unlocking to unlock his or her benefit entitlement in a pension plan due to the plan member having a considerably shortened life expectancy or ceasing to be a resident of Canada for the purposes of the Income Tax Act (Canada).
This waiver form is not valid unless it is signed and filed with the plan administrator before the funds are unlocked and paid to the plan member.

1 Sections 71(3) and (4) of the Employment Pension Plans Act (SA 2012 cE-8.1) permit a plan member to unlock his or her benefit entitlement, if that person has a considerably shortened life expectancy or if that person has ceased to be a resident of Canada for the purposes of the Income Tax Act (Canada).

2 If the plan member has a pension partner at the date of application for unlocking, the pension partner must sign this waiver form and file it with the plan administrator.

3 Being the “pension partner” means that

   (a) I am married to the plan member and have not been living separate and apart from that person for a continuous period longer than 3 years, or
   
   (b) if paragraph (a) above does not apply to me and there is no other person to whom paragraph (a) does apply, I have been living with the plan member in a marriage-like relationship for a continuous period of at least 3 years or in a relationship of some permanence if there is a child of our relationship by birth or adoption immediately preceding the date on which I have signed this waiver form.

I, (name of pension partner), am the pension partner of (name of plan member).

4 Pension funds for the plan member are currently held in (name of pension plan), a pension plan regulated in accordance with the Employment Pension Plans Act and the Employment Pension Plans Regulation (in this waiver form referred to as “the legislation”).

5 I understand that I am the beneficiary of the benefit payable on death of the plan member from the pension plan. Nonetheless, I am signing this waiver form to permit the unlocking of the plan member’s benefit entitlement.

6 I understand that I do not have to sign this waiver form unless I agree to the unlocking of the benefit entitlement. This means that on the death of the plan member, the benefit I may be entitled to will no longer be available to me.

7 I understand that this waiver form has no effect unless it is signed and filed with the plan administrator.

8 I have chosen to sign this waiver form and, in so doing, agree to the unlocking of pension funds as described above.
CERTIFICATION OF PENSION PARTNER
I certify that

(a) I have read this waiver form and understand it and the potential results of my signing it,

(b) I have seen a current statement of the plan member’s benefit entitlement and know the potential impact this decision could have on any benefit that I am entitled to,

(c) I am signing this waiver form of my own free will,

(d) the plan member is not present while I am signing this waiver form,

(e) I realize that

(i) this waiver form only gives a general description of the legal rights I have under the legislation, and

(ii) if I wish to understand exactly what my legal rights are, I must read the legislation and, if necessary, consult a professional with pension expertise,

(f) the information that I have given in this waiver form is true, to the best of my knowledge, at the time when I sign this waiver form. If any of that information changes, I will notify the plan administrator of that change, and

(g) I am aware that I am entitled to a copy of this waiver form.

I sign this waiver form on (date) .

________________________
Signature of Pension Partner

________________________
Address of Pension Partner

________________________
Telephone number of Pension Partner

STATEMENT OF WITNESS
I certify that I am not related to this pension partner, and that I witnessed this pension partner sign this waiver form in the absence of the plan member on (date) .

________________________
Signature of Witness

________________________
Print Name of Witness

________________________
Address of Witness

________________________
Telephone number of Witness
For further information, please contact (name of plan administrator) at (contact information).

Form 7
Pension Partner Waiver to Permit Up to 50% Unlocking From a Pension Plan on Establishment of a Life Income Type Benefit Account or Life Income Fund

- This waiver form must be signed by a pension partner in order to permit a plan member to unlock up to 50% of the value of the plan member’s benefit entitlement on the establishment date of a Life Income Type Benefit (LITB) account or a Life Income Fund (LIF) if that plan member has a pension partner on that establishment date.

- This waiver form is not valid unless it is signed and filed with the plan administrator not more than 90 days prior to the establishment date of an LITB account or a LIF and before the funds are unlocked and paid to the plan member.

- This waiver form may NOT be used to unlock funds that are already in an LITB account or a LIF.

1 Section 71(5) of the Employment Pension Plans Act (SA 2012 cE-8.1) permits a plan member to unlock up to 50% of the value of a plan member’s benefit entitlement under a pension plan if that person elects to establish an LITB account or a LIF.

2 If the plan member has a pension partner who has signed the applicable waiver form to permit the establishment of the LITB account or the LIF, that person must sign this waiver form to permit the plan member to unlock up to 50% of the value of the plan member funds. The plan administrator must ensure the pension partner has signed this waiver form not more than 90 days prior to the establishment date of an LITB account or LIF.

3 Being the “pension partner” means that

   (a) I am married to the plan member and have not been living separate and apart from that person for a continuous period longer than 3 years, or

   (b) if paragraph (a) above does not apply to me and there is no other person to whom paragraph (a) does apply, I have been living with the plan member in a marriage-like relationship for a continuous period of at least 3 years or in a relationship of some permanence if there is a child of our relationship by birth or adoption immediately preceding the date on which I have signed this waiver form.
I, _(name of pension partner)_ , am the pension partner of _(name of plan member)_ .

4 Pension funds for the plan member are currently held in _(name of pension plan)_ , a pension plan regulated in accordance with the *Employment Pension Plans Act* and the *Employment Pension Plans Regulation* (in this waiver form referred to as “the legislation”).

5 I am signing this waiver form to permit the unlocking of _(percent to be unlocked)_ of the pension funds held in the pension plan before the establishment date of an LITB account or a LIF.

6 I understand that I do not have to sign this waiver form unless I agree to the unlocking of the percent specified above. I understand that the unlocking will reduce the benefit that I may be entitled to on the death of the plan member.

7 I understand that this waiver form has no effect unless it is signed and filed with the plan administrator not more than 90 days prior to the establishment date of an LITB account or a LIF.

8 I have chosen to sign this waiver form and, in so doing, agree to the unlocking of pension funds as described above.

**CERTIFICATION OF PENSION PARTNER**

I certify that

(a) I have read this waiver form and understand it and the potential results of my signing it,

(b) I have seen a current statement of the plan member’s benefit entitlement and know the potential impact this decision could have on any benefit that I am entitled to,

(c) I am signing this waiver form of my own free will,

(d) the plan member is not present while I am signing this waiver form,

(e) I realize that

   (i) this waiver form only gives a general description of the legal rights I have under the legislation, and
   
   (ii) if I wish to understand exactly what my legal rights are, I must read the legislation and, if necessary, consult a professional with pension expertise,

(f) the information that I have given in this waiver form is true, to the best of my knowledge, at the time when I sign this waiver form. If any of that information changes, I will notify the plan administrator of that change, and

(g) I am aware that I am entitled to a copy of this waiver form.
Form 8
Pension Partner Waiver to Establish a Life Income Type Benefits Account

- This waiver form must be signed by a pension partner in order to permit a plan member to establish a Life Income Type Benefit (LITB) account, if that plan member has a pension partner on the establishment date of the LITB account.

- This waiver form is not valid unless it is signed and filed with the plan administrator not more than 90 days before the establishment date of the LITB account.

1 Section 90(2) and 99(1) of the Employment Pension Plans Act (SA 2012 cE-8.1) require that if a plan member has a pension partner on his or her pension commencement date, the form of pension must be a 60% joint and survivor pension. Rather than immediately establishing a 60% joint and survivor pension, section 77 of the Employment Pension Plans Act permits a plan member to instead establish an LITB account under a pension plan.

2 Section 78(3) of the Employment Pension Plans Regulation requires that if the plan member has a pension partner at the establishment date of an LITB account, the pension partner must
sign and file this waiver form with the plan administrator not more than 90 days before that date.

3 Section 78(11) of the *Employment Pension Plans Regulation* further requires that if a life annuity is later purchased from an LITB account, the form of the life annuity must be a 60% joint and survivor annuity with the pension partner named as the joint annuitant, unless the pension partner, at the time of purchase of the annuity, signs Form 4 – Pension Partner Waiver of Entitlement to a 60% Joint and Survivor Pension from a Pension Plan.

4 A minimum 60% joint and survivor form of pension is a pension that is payable during the lives of the plan member and his or her pension partner and, after the death of one of them, is payable to the survivor for life in an amount that is not less than 60% of the amount that would have been payable to the plan member had the death not occurred.

5 An LITB account does not provide a guaranteed amount of pension payable for the lifetime of the plan member. The pension partner is entitled to the payment of the balance, if any, in the LITB account should the plan member die before the pension partner. The pension partner can waive the entitlement to the payment of this death benefit by signing Form 9 – Pension Partner Waiver of Entitlement to a Death Benefit after Pension Commencement from a Pension Plan.

6 Signing this waiver form does not give up the entitlement to the 60% joint and survivor annuity. It may, however, result in a smaller pension if a life annuity is purchased at a later date.

7 Being the “pension partner” means that

(a) I am married to the plan member and have not been living separate and apart from that person for a continuous period longer than 3 years, or

(b) if paragraph (a) above does not apply to me and there is no other person to whom paragraph (a) does apply, I have been living with the plan member in a marriage-like relationship for a continuous period of at least 3 years or in a relationship of some permanence if there is a child of our relationship by birth or adoption immediately preceding the date on which I have signed this waiver form.

I, ____________, am the pension partner of ____________,

8 Pension funds for the plan member are currently held in ____________, a pension plan regulated in accordance with the *Employment Pension Plans Act* and the *Employment Pension Plans Regulation* (in this waiver form referred to as “the legislation”).

240
9 I understand that I do not have to sign this waiver form unless I agree to the establishment of an LITB account, rather than the commencement of payments under a 60% joint and survivor pension. Nonetheless, I am signing this waiver form to permit the plan member to establish an LITB account.

10 I understand that in agreeing to the above, this may reduce the amount of pension that can be purchased under a life annuity at a later date, if a decision to do so is made.

11 I understand that signing this waiver form does not affect any rights that I could have as a result of any breakdown or potential breakdown in the relationship between the plan member and myself.

12 I understand that this waiver form has no effect unless it is signed and filed with the plan administrator not more than 90 days before the establishment date of the LITB account.

13 I have chosen to sign this waiver form and, in so doing, consent to the transfer of pension funds to an LITB account.

CERTIFICATION OF PENSION PARTNER

I certify that

(a) I have read this waiver form and understand it and the potential results of my signing it,

(b) I have seen a current statement of the plan member’s benefit entitlement and know the potential impact this decision could have on any benefit that I am entitled to,

(c) I am signing this waiver form of my own free will,

(d) the plan member is not present while I am signing this waiver form,

(e) I realize that

(i) this waiver form only gives a general description of the legal rights I have under the legislation, and

(ii) if I wish to understand exactly what my legal rights are, I must read the legislation and, if necessary, consult a professional with pension expertise,

(f) the information that I have given in this waiver form is true, to the best of my knowledge, at the time when I sign this waiver form. If any of that information changes, I will notify the plan administrator of that change, and

(g) I am aware that I am entitled to a copy of this waiver form.

I sign this waiver form on ___________.
Signature of Pension Partner

______________________________

Address of Pension Partner

Telephone number of Pension Partner

STATEMENT OF WITNESS

I certify that I am not related to this pension partner, and that I witnessed this pension partner sign this waiver form in the absence of the plan member on    (date)    .

________________________
Signature of Witness

________________________
Print Name of Witness

________________________
Address of Witness

Telephone number of Witness

For further information, please contact     (name of plan administrator)    at     (contact information)    .

Form 9
Pension Partner Waiver of Entitlement to a Death Benefit After Pension Commencement from a Pension Plan

● This waiver form must be signed by a pension partner in order to waive that person’s entitlement to the payment of a death benefit from a pension plan, if the plan member dies after his or her pension commencement date.

● This waiver form is not valid unless it is signed and filed with the plan administrator at any time on or after the pension commencement date of the plan member. This waiver form may be revoked at any time prior to the death of the plan member.

1 Sections 78(12) of the Employment Pension Plans Regulation and 90(4) of the Employment Pension Plans Act (SA 2012 cE-8.1) requires that if a pension partner of a plan member has waived entitlement to the 60% joint and survivor pension by signing and filing with the plan administrator a Form 4 – Pension Partner Waiver of Entitlement to a 60% Joint and Survivor Pension from a Pension Plan, that pension partner remains the beneficiary of a death benefit, if any, that is payable from the pension plan on the death of the plan member after the pension commencement date of that person.
2 If a pension partner does not want to be the beneficiary of any
death benefit payable after the pension commencement date of the
plan member, that person must waive that entitlement by signing
this waiver form.

3 The “pension commencement date” is the date the plan member
selects as the date on which the plan member’s pension is to start.

4 Being the “pension partner” means that
   
   (a) I am married to the plan member and have not been living
       separate and apart from that person for a continuous
       period longer than 3 years, or
   
   (b) if paragraph (a) above does not apply to me and there is
       no other person to whom paragraph (a) does apply, I have
       been living with the plan member in a marriage-like
       relationship for a continuous period of at least 3 years or
       in a relationship of some permanence if there is a child of
       our relationship by birth or adoption immediately
       preceding the date on which I have signed this waiver
       form.

I, (name of pension partner), am the pension partner
of (name of plan member).

5 Pension funds for the plan member are currently held
in (name of pension plan), a pension plan regulated in
accordance with the Employment Pension Plans Act and the
Employment Pension Plans Regulation (in this waiver form
referred to as “the legislation”).

6 I understand that I am the beneficiary of the benefit, if any,
payable on death of the plan member. I further understand that I
give up that entitlement by signing this waiver form.

7 I understand that if I sign this waiver form and it is filed with
the plan administrator, this means the plan member may name
someone else as the beneficiary of the death benefit, if any, or may
leave it to his/her estate.

8 I understand that I may change my mind and revoke this waiver
form at any time by providing written notice of such revocation to
the plan administrator. If I revoke this waiver form, I am again
entitled to the death benefit payable from the pension plan.

9 I understand that signing this waiver form does not affect any
rights that I could have as a result of any breakdown or potential
breakdown in the relationship between the plan member and
myself.

10 I understand that this waiver form has no effect until it is
signed and filed with the plan administrator.

11 I have chosen to sign this waiver form and, in so doing, agree
that I have no further entitlement in the plan member’s benefit.
CERTIFICATION OF PENSION PARTNER

I certify that

(a) I have read this waiver form and understand it and the potential results of my signing it,

(b) I have seen a current statement of the plan member’s benefit entitlement and know the potential impact this decision could have on any benefit that I am entitled to,

(c) I am signing this waiver form of my own free will,

(d) the plan member is not present while I am signing this waiver form,

(e) I realize that

   (i) this waiver form only gives a general description of the legal rights I have under the legislation, and
   (ii) if I wish to understand exactly what my legal rights are, I must read the legislation and, if necessary, consult a professional with pension expertise,

(f) the information that I have given in this waiver form is true, to the best of my knowledge, at the time when I sign this waiver form. If any of that information changes, I will notify the plan administrator of that change, and

(g) I am aware that I am entitled to a copy of this waiver form.

I sign this waiver form on ___(date)___.

Signature of Pension Partner

________________________

Address of Pension Partner

________________________

Telephone number of Pension Partner

STATEMENT OF WITNESS

I certify that I am not related to this pension partner, and that I witnessed this pension partner sign this waiver form in the absence of the plan member on ___(date)___.

Signature of Witness

________________________

Print Name of Witness

________________________

Address of Witness

________________________

Telephone number of Witness
For further information, please contact (name of plan administrator) at (contact information).

Form 10
Pension Partner Waiver to Establish a Life Income Fund from a Locked-in Retirement Account

- This waiver form must be signed by a pension partner in order to permit a member owner of a Locked-in Retirement Account (LIRA) to establish a Life Income Fund (LIF), if that member owner has a pension partner on the establishment date the LIF.

- This waiver form is not valid unless it is signed and filed with the LIRA issuer not more than 90 days before the establishment date of the LIF.

1 Section 131(2) of the Employment Pension Plans Regulation permits a member owner of a LIRA to start to receive retirement income by establishing a LIF with a LIF issuer. That same section requires that if the member owner has a pension partner at the establishment date of a LIF, the pension partner must sign and file this waiver form with the LIRA issuer not more than 90 days before that establishment date.

2 Section 132(3) of the Employment Pension Plans Regulation further requires that if a life annuity is later purchased from the LIF, the form of the life annuity must be a 60% joint and survivor annuity with the pension partner named as the joint annuitant, unless the pension partner, at the time of purchase of the annuity signs Form 11 – Pension Partner Waiver of Entitlement to a 60% Joint and Survivor Annuity from a Locked-in Account.

3 A minimum 60% joint and survivor form of annuity is an annuity that is payable during the lives of the annuitant and his or her pension partner and, after the death of one of them, is payable to the survivor for life in an amount that is not less than 60% of the amount that would have been payable to the annuitant had the death not occurred.

4 A LIF does not provide a guaranteed amount of pension payable for the lifetime of the member owner. The pension partner is entitled to the payment of the balance, if any, in the LIF should the member owner die before the pension partner. The pension partner can waive the entitlement to the payment of this death benefit by signing Form 16 – Pension Partner Waiver of Entitlement to a Death Benefit After Establishment of a Life Income Fund.

5 Signing this waiver form does not give up the entitlement to the 60% joint and survivor annuity. It may, however, result in a smaller pension if a life annuity is purchased at a later date.
6 A “member owner” is a former pension plan member who has transferred his or her benefit entitlement from a pension plan to a LIRA.

7 Being the “pension partner” means that

(a) I am married to the member owner and have not been living separate and apart from that person for a continuous period longer than 3 years, or

(b) if paragraph (a) above does not apply to me and there is no other person to whom paragraph (a) does apply, I have been living with the member owner in a marriage-like relationship for a continuous period of at least 3 years or in a relationship of some permanence if there is a child of our relationship by birth or adoption immediately preceding the date on which I have signed this waiver form.

I, ___________ (name of pension partner) __________, am the pension partner of ___________ (name of member owner) __________.

8 Pension funds for the member owner are currently held in a LIRA with ___________ (name of LIRA issuer) __________, a product regulated in accordance with the Employment Pension Plans Act and the Employment Pension Plans Regulation (in this waiver form referred to as “the legislation”).

9 I understand that I do not have to sign this waiver form unless I agree to the establishment of a LIF rather than the commencement of payment under a 60% joint and survivor annuity. Nonetheless, I am signing this waiver form to permit the member owner to establish a LIF.

10 I understand that in agreeing to the above, this may reduce the amount of pension that can be purchased under a life annuity at a later date, if a decision to do so is made.

11 I understand that signing this waiver form does not affect any rights that I could have as a result of any breakdown or potential breakdown in the relationship between the member owner and myself.

12 I understand that this waiver form has no effect unless it is signed and filed with the LIRA issuer not more than 90 days before the establishment date the LIF.

13 I have chosen to sign this waiver form and, in so doing, consent to the transfer of pension funds to a LIF.

CERTIFICATION OF PENSION PARTNER

I certify that

(a) I have read this waiver form and understand it and the potential results of my signing it,
(b) I have seen a current statement of the member owner’s account balance and know the potential impact this decision could have on any benefit that I am entitled to,

(c) I am signing this waiver form of my own free will,

(d) the member owner is not present while I am signing this waiver form,

(e) I realize that
   (i) this waiver form only gives a general description of the legal rights I have under the legislation, and
   (ii) if I wish to understand exactly what my legal rights are, I must read the legislation and, if necessary, consult a professional with pension expertise,

(f) the information that I have given in this waiver form is true, to the best of my knowledge, at the time when I sign this waiver form. If any of that information changes, I will notify the LIRA issuer of that change, and

(g) I am aware that I am entitled to a copy of this waiver form.

I sign this waiver form on __ (date) __.

______________________________
Signature of Pension Partner

______________________________
Address of Pension Partner

______________________________
Telephone number of Pension Partner

STATEMENT OF WITNESS

I certify that I am not related to this pension partner, and that I witnessed this pension partner sign this waiver form in the absence of the plan member on __ (date) __.

______________________________
Signature of Witness

______________________________
Print Name of Witness

______________________________
Address of Witness

______________________________
Telephone number of Witness

For further information, please contact __ (name of LIRA issuer) __ at __ (contact information) __.
Form 11
Pension Partner Waiver of Entitlement to a 60% Joint and Survivor Annuity from a Locked-in Account

- This waiver form must be signed by a pension partner in order to permit a member owner to elect a form of life annuity that does not provide at least a 60% joint and survivor annuity for the pension partner, if that member owner has pension partner at the date of annuity purchase.

- This waiver form is not valid unless it is signed and filed with the Locked-in Retirement Account (LIRA) issuer or Life Income Fund (LIF) issuer not more than 90 days before the date of annuity purchase.

1 Sections 114(3) and 132(3) of the Employment Pension Plans Regulation require that if a member owner has a pension partner on the date a life annuity is purchased from a LIRA or a LIF, the life annuity must be in the form of a 60% joint and survivor annuity, unless the pension partner agrees to a different form of annuity by signing this waiver form.

2 A minimum 60% joint and survivor form of annuity is an annuity that is payable during the lives of the annuitant and his or her pension partner and, after the death of one of them, is payable to the survivor for life in an amount that is not less than 60% of the amount that would have been payable to the annuitant had the death not occurred.

3 By signing this waiver form, the pension partner gives up the right to the minimum 60% joint and survivor annuity. This form must be signed and filed with the LIRA or LIF issuer not more than 90 days before the date of annuity purchase.

4 A “member owner” is a former pension plan member who has transferred his/her pension benefit from the pension plan to a LIRA or LIF, as applicable.

5 Being the “pension partner” means that

(a) I am married to the member owner and have not been living separate and apart from that person for a continuous period longer than 3 years, or

(b) if paragraph (a) above does not apply to me and there is no other person to whom paragraph (a) does apply, I have been living with the member owner in a marriage-like relationship for a continuous period of at least 3 years or in a relationship of some permanence if there is a child of our relationship by birth or adoption immediately preceding the date on which I have signed this waiver form.

I, (name of pension partner), am the pension partner of (name of member owner).
6 Pension funds for the member owner are currently held in a LIRA or a LIF with (name of LIRA or LIF issuer), a product regulated in accordance with the Employment Pension Plans Act and the Employment Pension Plans Regulation (in this waiver form referred to as “the legislation”).

7 I understand that I do not have to sign this waiver form unless I agree to the member owner electing a form of life annuity that provides less than a 60% joint and survivor pension. Nonetheless, I am signing this waiver form to permit the plan member to choose:

☐ a different level of a joint and survivor annuity, or

☐ a form of annuity other than a joint and survivor annuity, which will not guarantee a pension for my lifetime and may not provide me with any death benefit at all.

8 I understand that signing this waiver form does not affect any rights that I could have as a result of any breakdown or potential breakdown in the relationship between the member owner and myself.

9 I understand that this waiver form has no effect unless it is signed and filed with the LIRA or LIF issuer not more than 90 days before the date of annuity purchase.

10 I have chosen to sign this waiver form and, in so doing, give up my entitlement to the 60% joint and survivor pension required by the legislation.

CERTIFICATION OF PENSION PARTNER

I certify that

(a) I have read this waiver form and understand it and the potential results of my signing it,

(b) I have seen the member owner’s account statement and know the potential impact this decision could have on any benefit that I am entitled to,

(c) I am signing this waiver form of my own free will,

(d) the member owner is not present while I am signing this waiver form,

(e) I realize that

(i) this waiver form only gives a general description of the legal rights I have under the legislation, and

(ii) if I wish to understand exactly what my legal rights are, I must read the legislation and, if necessary, consult a professional with pension expertise,

(f) the information that I have given in this waiver form is true, to the best of my knowledge, at the time when I sign
(g) I am aware that I am entitled to a copy of this waiver form.

I sign this waiver form on (date).

Signature of Pension Partner

____________________________
Address of Pension Partner

____________________________
Telephone number of Pension Partner

STATEMENT OF WITNESS

I certify that I am not related to this pension partner, and that I witnessed this pension partner sign this waiver form in the absence of the plan member on (date).

Signature of Witness

________________________
Print Name of Witness

________________________
Address of Witness

________________________
Telephone number of Witness

For further information, please contact (name of LIRA or LIF issuer) at (contact information).

Form 12
Pension Partner Waiver of Entitlement to a Death Benefit From a LIRA

- This waiver form must be signed by a pension partner in order to waive that person’s entitlement to the payment of a death benefit from a Locked-in Retirement Account (LIRA), if the member owner dies.

- This waiver form does not give up an entitlement to receive a 60% joint and survivor pension, nor does it give consent to the establishment of a Life Income Fund (LIF) or a Life Income Type Benefits (LITB) account.

- This waiver form is not valid unless it is signed and filed with the LIRA issuer. This waiver form may be revoked at any time.
1 Section 117(1) of the Employment Pension Plans Regulation requires that a pension partner of a member owner be the beneficiary of any death benefit payable from a LIRA on the death of the member owner. If a pension partner does not want this death benefit, that person must waive that entitlement by signing this waiver form.

2 A minimum 60% joint and survivor form of pension is a pension that is payable during the lives of the plan member and his or her pension partner and, after the death of one of them, is payable to the survivor for life in an amount that is not less than 60% of the amount that would have been payable to the plan member had the death not occurred.

3 A “member owner” is a former pension plan member who has transferred his/her benefit entitlement from the pension plan to a LIRA.

4 Being the “pension partner” means that
   (a) I am married to the member owner and have not been living separate and apart from that person for a continuous period longer than 3 years, or
   (b) if paragraph (a) above does not apply to me and there is no other person to whom paragraph (a) does apply, I have been living with the member owner in a marriage-like relationship for a continuous period of at least 3 years or in a relationship of some permanence if there is a child of our relationship by birth or adoption immediately preceding the date on which I have signed this waiver form.

I, (name of pension partner), am the pension partner of (name of member owner).

5 Pension funds for the member owner are currently held in a LIRA with (name of LIRA issuer), a product regulated in accordance with the Employment Pension Plans Act and the Employment Pension Plans Regulation (in this waiver form referred to as “the legislation”).

6 I understand that I am the beneficiary of the benefit payable on death of the member owner of the LIRA. I further understand that I give up that entitlement by signing this waiver form.

7 I understand that if I sign this waiver form and it is filed with the LIRA issuer, this means that the member owner may name someone else as the beneficiary of the death benefit or may leave it to his/her estate.

8 I understand that I may change my mind and revoke this waiver form at any time by providing written notice of such revocation to the LIRA issuer. If I revoke this waiver form, I am again entitled to the death benefit payable from the LIRA.
9 I understand that signing this waiver form does not affect any rights that I could have as a result of any breakdown or potential breakdown in the relationship between the member owner and myself.

10 I understand that this waiver form has no effect until it is signed and filed with the LIRA issuer.

11 I have chosen to sign this waiver form and, in so doing, agree that I have no further entitlement in the member owner’s benefit.

CERTIFICATION OF PENSION PARTNER

I certify that

(a) I have read this waiver form and understand it and the potential results of my signing it,

(b) I have seen a current statement of the member owner’s account balance and know the potential impact this decision could have on any benefit that I am entitled to,

(c) I am signing this waiver form of my own free will,

(d) the member owner is not present while I am signing this waiver form,

(e) I realize that

(i) this waiver form only gives a general description of the legal rights I have under the legislation, and

(ii) if I wish to understand exactly what my legal rights are, I must read the legislation and, if necessary, consult a professional with pension expertise,

(f) the information that I have given in this waiver form is true, to the best of my knowledge, at the time when I sign this waiver form. If any of that information changes, I will notify the LIRA issuer of that change, and

(g) I am aware that I am entitled to a copy of this waiver form.

I sign this waiver form on ___(date)____.

______________________________
Signature of Pension Partner

______________________________
Address of Pension Partner

______________________________
Telephone number of Pension Partner

STATEMENT OF WITNESS

I certify that I am not related to this pension partner, and that I witnessed this pension partner sign this waiver form in the absence of the plan member on ___(date)____.
Pension Partner Waiver to Permit Unlocking From a Locked-in Product Due to Shortened Life Expectancy or Non-residency

● This waiver form must be signed by the pension partner in order to permit a member owner, who has a pension partner at the date of application for unlocking, to unlock his or her Locked-in Retirement Account (LIRA) or Life Income Fund (LIF) due to the member owner having a considerably shortened life expectancy or ceasing to be a resident of Canada for the purposes of the Income Tax Act (Canada).

● This waiver form is not valid unless it is signed and filed with the LIRA or LIF issuer before the funds are unlocked and paid to the member owner.

1 Sections 71(3) and (4) of the Employment Pension Plans Act (SA 2012 cE-8.1) permit a member owner to unlock his or her benefit entitlement if that person has a considerably shortened life expectancy or if that person has ceased to be a resident of Canada for the purposes of the Income Tax Act (Canada).

2 If the plan member has a pension partner at the date of application for unlocking, the pension partner must sign this waiver form and file it with the LIRA or LIF issuer.

3 A “member owner” is a former pension plan member who has transferred his or her benefit entitlement from the pension plan to a LIRA or a LIF, as applicable.

4 Being the “pension partner” means that

   (a) I am married to the member owner and have not been living separate and apart from that person for a continuous period longer than 3 years, or

   (b) if paragraph (a) above does not apply to me and there is no other person to whom paragraph (a) does apply, I have been living with the member owner in a marriage-like
relationship for a continuous period of at least 3 years or in a relationship of some permanence if there is a child of our relationship by birth or adoption immediately preceding the date on which I have signed this waiver form.

I, (name of pension partner), am the pension partner of (name of member owner).

5 Pension funds for the member owner are currently held in a LIRA or LIF with (name of LIRA or LIF issuer), a product regulated in accordance with the Employment Pension Plans Act and the Employment Pension Plans Regulation (in this waiver form referred to as “the legislation”).

6 I understand that I am the beneficiary of the benefit payable from the LIRA or LIF on death of the member owner. Nonetheless, I am signing this waiver form to permit the unlocking of the member owner’s LIRA or LIF.

7 I understand that I do not have to sign this waiver form unless I agree to the unlocking of the benefit entitlement. This means that on the death of the member owner, the benefit I may be entitled to will no longer be available to me.

8 I understand that this waiver form has no effect unless it is signed and filed with the LIRA or LIF issuer.

9 I have chosen to sign this waiver form and, in so doing, agree to the unlocking of pension funds as described above.

CERTIFICATION OF PENSION PARTNER

I certify that

(a) I have read this waiver form and understand it and the potential results of my signing it,

(b) I have seen a current statement of the plan member’s account balance and know the potential impact this decision could have on any benefit that I am entitled to,

(c) I am signing this waiver form of my own free will,

(d) the plan member is not present while I am signing this waiver form,

(e) I realize that

(i) this waiver form only gives a general description of the legal rights I have under the legislation, and

(ii) if I wish to understand exactly what my legal rights are, I must read the legislation and, if necessary, consult a professional with pension expertise,

(f) the information that I have given in this waiver form is true, to the best of my knowledge, at the time when I sign
this waiver form. If any of that information changes, I will notify the LIRA or LIF issuer of that change, and

(g) I am aware that I am entitled to a copy of this waiver form.

I sign this waiver form on (date).

______________________________
Signature of Pension Partner

______________________________
Address of Pension Partner

______________________________
Telephone number of Pension Partner

STATEMENT OF WITNESS
I certify that I am not related to this pension partner, and that I witnessed this pension partner sign this waiver form in the absence of the plan member on (date).

________________________
Signature of Witness

________________________
Print Name of Witness

________________________
Address of Witness

________________________
Telephone number of Witness

For further information, please contact (name of LIRA or LIF issuer) at (contact information).

Form 14
Pension Partner Waiver to Permit Up to 50% Unlocking from a Locked-in Retirement Account on Establishment of a Life Income Fund or Transfer to a Life Income Type Benefit Fund

- This waiver form must be signed by a pension partner in order to permit a member owner of a Locked-in Retirement Account (LIRA) to unlock up to 50% of the value of the LIRA on the establishment date of a Life Income Type Benefit (LITB) account or a Life Income Fund (LIF) if that member owner has a pension partner on that establishment date.

- This waiver form is not valid unless it is signed and filed with the LIRA issuer not more than 90 days prior to the establishment date of the LITB account of the LIF and before the funds are unlocked and paid to the member owner.
● This waiver form may not be used to unlock funds that are already in an LITB account or a LIF.

1 Section 71(5) of the Employment Pension Plans Act (SA 2012 cE-8.1) permits a member owner to unlock up to 50% of the value of a member owner’s LIRA, if that person elects to establish an LITB account or a LIF.

2 If the member owner has a pension partner and the pension partner has signed the applicable waiver form to permit the establishment of the LITB account or the LIF, that pension partner must sign this waiver form to permit the member owner to unlock up to 50% of the value of the member owner’s LIRA. The LIRA issuer must ensure the pension partner has signed this waiver form not more than 90 days prior to the establishment date of the LITB account or the LIF.

3 A “member owner” is a former pension plan member who has transferred his or her entitlement to a benefit from a pension plan to a LIRA.

4 Being the “pension partner” means that
   (a) I am married to the member owner and have not been living separate and apart from that person for a continuous period longer than 3 years, or
   (b) if paragraph (a) above does not apply to me and there is no other person to whom paragraph (a) does apply, I have been living with the member owner in a marriage-like relationship for a continuous period of at least 3 years or in a relationship of some permanence if there is a child of our relationship by birth or adoption immediately preceding the date on which I have signed this waiver form.

I, ___________ (name of pension partner) ___________, am the pension partner of ___________ (name of member owner) ____________.

5 Pension funds for the member owner are currently held in a LIRA with ___________ (name of LIRA issuer) ____________, a product regulated in accordance with the Employment Pension Plans Act and the Employment Pension Plans Regulation (in this waiver form referred to as “the legislation”).

6 I am signing this waiver form to permit the unlocking of ___________ (percent to be unlocked) ___________ of the pension funds held in the LIRA before the establishment date of the LITB account or a LIF.

7 I understand that I do not have to sign this waiver form unless I agree to the unlocking of the percent specified above. I understand that the unlocking will reduce the benefit that I may be entitled to on the death of the member owner.
8 I understand that this waiver form has no effect unless it is signed and filed with the LIRA issuer not more than 90 days prior to the establishment date of an LITB account or the LIF.

9 I have chosen to sign this waiver form and, in so doing, agree to the unlocking of pension funds as described above.

CERTIFICATION OF PENSION PARTNER

I certify that

(a) I have read this waiver form and understand it and the potential results of my signing it,

(b) I have seen a current statement of the member owner’s account balance and know the potential impact this decision could have on any benefit that I am entitled to,

(c) I am signing this waiver form of my own free will,

(d) the member owner is not present while I am signing this waiver form,

(e) I realize that

   (i) this waiver form only gives a general description of the legal rights I have under the legislation, and

   (ii) if I wish to understand exactly what my legal rights are, I must read the legislation and, if necessary, consult a professional with pension expertise,

(f) the information that I have given in this waiver form is true, to the best of my knowledge, at the time when I sign this waiver form. If any of that information changes, I will notify the LIRA issuer of that change, and

(g) I am aware that I am entitled to a copy of this waiver form.

I sign this waiver form on (date).

______________________________
Signature of Pension Partner

______________________________
Address of Pension Partner

______________________________
Telephone number of Pension Partner

STATEMENT OF WITNESS

I certify that I am not related to this pension partner, and that I witnessed this pension partner sign this waiver form in the absence of the plan member on (date).

______________________________
Signature of Witness
Form 15
Pension Partner Waiver to Establish a Life Income Fund from a Pension Plan

- This waiver form must be signed by a pension partner in order to permit a plan member to establish a Life Income Fund (LIF), if that plan member has a pension partner on the establishment date of the LIF.

- This waiver form is not valid unless it is signed and filed with the plan administrator not more than 90 days before the establishment date of the LIF.

1 Section 90(2) and 99(1) of the Employment Pension Plans Act (SA 2012 cE-8.1) require that if a plan member has a pension partner on his or her pension commencement date, the form of pension must be a 60% joint and survivor pension. Rather than immediately establishing a 60% joint and survivor pension, section 99(1)(b)(ii) of the Employment Pension Plans Act permits a plan member to instead establish a LIF with a LIF issuer.

2 Section 131(2) of the Employment Pension Plans Regulation requires that if the plan member has a pension partner at the establishment date of a LIF, the pension partner must sign and file this waiver form with the plan administrator not more than 90 days before that date.

3 Section 132(3) of the Employment Pension Plans Regulation further requires that if a life annuity is later purchased from the LIF, the form of the life annuity must be a 60% joint and survivor annuity with the pension partner named as the joint annuitant, unless the pension partner, at the time of purchase of the annuity, signs Form 11 – Pension Partner Waiver of Entitlement to a 60% Joint and Survivor Annuity from a Locked-in Account.

4 A minimum 60% joint and survivor form of pension is a pension that is payable during the lives of the plan member and his or her pension partner and, after the death of one of them, is payable to the survivor for life in an amount that is not less than 60% of the amount that would have been payable to the plan member had the death not occurred.
5 A LIF does not provide a guaranteed amount of pension payable for the lifetime of the owner of the LIF. The pension partner is entitled to the payment of the balance, if any, in the LIF should the owner of the LIF die before the pension partner. The pension partner can waive the entitlement to the payment of this death benefit by signing Form 16 – Pension Partner Waiver of Entitlement to a Death Benefit After Establishment of a Life Income Fund.

6 Signing this waiver form does not give up the entitlement to the 60% joint and survivor annuity. It may, however, result in a smaller pension if a life annuity is purchased at a later date.

7 Being the “pension partner” means that
   (a) I am married to the plan member and have not been living separate and apart from that person for a continuous period longer than 3 years, or
   (b) if paragraph (a) above does not apply to me and there is no other person to whom paragraph (a) does apply, I have been living with the plan member in a marriage-like relationship for a continuous period of at least 3 years or in a relationship of some permanence if there is a child of our relationship by birth or adoption immediately preceding the date on which I have signed this waiver form.

I, (name of pension partner), am the pension partner of (name of plan member).

8 Pension funds for the plan member are currently held in (name of pension plan), a pension plan regulated in accordance with the Employment Pension Plans Act and the Employment Pension Plans Regulation (in this waiver form referred to as “the legislation”).

9 I understand that I do not have to sign this waiver form unless I agree to the establishment of a LIF rather than the commencement of payments under a 60% joint and survivor pension. Nonetheless, I am signing this waiver form to permit the plan member to establish a LIF.

10 I understand that in agreeing to the above, this may reduce the amount of pension that can be purchased under a life annuity at a later date, if a decision to do so is made.

11 I understand that signing this waiver form does not affect any rights that I could have as a result of any breakdown or potential breakdown in the relationship between the plan member and myself.

12 I understand that signing this waiver form has no effect unless it is signed and filed with the plan administrator not more than 90 days before the establishment date of the LIF.
13 I have chosen to sign this waiver form and, in so doing, consent to the transfer of pension funds to a LIF.

CERTIFICATION OF PENSION PARTNER

I certify that

(a) I have read this waiver form and understand it and the potential results of my signing it,

(b) I have seen a current statement of the plan member’s benefit entitlement and know the potential impact this decision could have on any benefit that I am entitled to,

(c) I am signing this waiver form of my own free will,

(d) the plan member is not present while I am signing this waiver form,

(e) I realize that

(i) this waiver form only gives a general description of the legal rights I have under the legislation, and

(ii) if I wish to understand exactly what my legal rights are, I must read the legislation and, if necessary, consult a professional with pension expertise,

(f) the information that I have given in this waiver form is true, to the best of my knowledge, at the time when I sign this waiver form. If any of that information changes, I will notify the plan administrator of that change, and

(g) I am aware that I am entitled to a copy of this waiver form.

I sign this waiver form on ____________

Signature of Pension Partner

______________________________

Address of Pension Partner

Telephone number of Pension Partner

STATEMENT OF WITNESS

I certify that I am not related to this pension partner, and that I witnessed this pension partner sign this waiver form in the absence of the plan member on ____________

Signature of Witness

______________________________

Print Name of Witness

______________________________

Address of Witness
Telephone number of Witness

For further information, please contact (name of plan administrator) at (contact information).

Form 16
Pension Partner Waiver of Entitlement to a Death Benefit After Establishment of a Life Income Fund

- This waiver form must be signed by a pension partner in order to waive that person’s entitlement to the payment of a death benefit from a Life Income Fund (LIF) if the member owner dies after the establishment date of the LIF.

- This waiver form is not valid unless it is signed and filed with the LIF issuer at any time on or after the establishment date of the LIF. This waiver form may be revoked at any time prior to the death of the member owner.

1 Section 136(2) of the Employment Pension Plans Regulation requires that if a pension partner has consented to the establishment of a LIF by signing an applicable waiver form, that pension partner remains the beneficiary of any death benefit payable from the LIF on the death of the member owner.

2 If a pension partner does not want to be the beneficiary of any death benefit payable from a LIF, that person must waive that entitlement by signing this waiver form.

3 A “member owner” is a former pension plan member who has transferred his/her benefit entitlement from the pension plan to a LIF.

4 Being the “pension partner” means that
   (a) I am married to the member owner and have not been living separate and apart from that person for a continuous period longer than 3 years, or
   (b) if paragraph (a) above does not apply to me and there is no other person to whom paragraph (a) does apply, I have been living with the member owner in a marriage-like relationship for a continuous period of at least 3 years or in a relationship of some permanence if there is a child of our relationship by birth or adoption immediately preceding the date on which I have signed this waiver form.

I, (name of pension partner), am the pension partner of (name of member owner).
5 Pension funds for the member owner are currently held in a LIF with (name of LIF issuer), a product regulated in accordance with the Employment Pension Plans Act and the Employment Pension Plans Regulation (in this waiver form referred to as “the legislation”).

6 I understand that I am the beneficiary of any benefit payable on death of the member owner. I further understand that I give up that entitlement by signing this waiver form.

7 I understand that if I sign this waiver form and it is filed with the LIF Issuer, this means the member owner may name someone else as the beneficiary of the death benefit or may leave it to his/her estate.

8 I understand that I may change my mind and revoke this waiver form at any time by providing written notice of such revocation to the LIF issuer. If I revoke this waiver form, I am again entitled to the death benefit payable from the LIF.

9 I understand that signing this waiver form does not affect any rights that I could have as a result of any breakdown or potential breakdown in the relationship between the member owner and myself.

10 I understand that this waiver form has no effect until it is signed and filed with the LIF issuer.

11 I have chosen to sign this waiver form and, in so doing, agree that I have no further entitlement in the member owner’s benefit.

CERTIFICATION OF PENSION PARTNER

I certify that

(a) I have read this waiver form and understand it and the potential results of my signing it,

(b) I have seen a current statement of the member owner’s account balance and know the potential impact this decision could have on any benefit that I am entitled to,

(c) I am signing this waiver form of my own free will,

(d) the member owner is not present while I am signing this waiver form,

(e) I realize that

(i) this waiver form only gives a general description of the legal rights I have under the legislation, and

(ii) if I wish to understand exactly what my legal rights are, I must read the legislation and, if necessary, consult a professional with pension expertise,

(f) the information that I have given in this waiver form is true, to the best of my knowledge, at the time when I sign
this waiver form. If any of that information changes, I will notify the LIF issuer of that change, and

(g) I am aware that I am entitled to a copy of this waiver form.

I sign this waiver form on (date).

______________________________
Signature of Pension Partner

______________________________
Address of Pension Partner

______________________________
Telephone number of Pension Partner

STATEMENT OF WITNESS

I certify that I am not related to this pension partner, and that I witnessed this pension partner sign this waiver form in the absence of the plan member on (date).

________________________
Signature of Witness

________________________
Print Name of Witness

________________________
Address of Witness

________________________
Telephone number of Witness

For further information, please contact (name of LIF issuer) at (contact information).

Form 17
Alberta Employment Pension Tribunal

Application to Appeal

Alberta Employment Pension Tribunal

IN THE MATTER OF AN APPEAL PURSUANT TO SECTION 147 OF THE EMPLOYMENT PENSION PLANS ACT

BETWEEN: (insert name) APPELLANT

AND: The Superintendent of Pensions RESPONDENT

TAKE NOTICE THAT: (insert name) appeals to the Alberta Employment Pension Tribunal from a decision of the Superintendent of Pensions under section 146(2) of the Act
dated (insert date) in which: (insert a summary of the decision)

A copy of the decision is attached.

The appellant asks that the tribunal:

The grounds for the appeal are:

The address for service of the appellant is:

The address of the respondent is:

SIGNATURE:

DATE:

PLEASE NOTE: THE NOTICE OF APPEAL MUST BE ACCOMPANIED BY THE $500 APPEAL FEE. NOTICES FILED WITHOUT THE APPEAL FEE WILL NOT BE ACCEPTED.