

REGULATIONS AMENDING CERTAIN REGULATIONS RELATING TO
PENSIONS

PENSION BENEFITS STANDARDS ACT, 1985

PENSION BENEFITS STANDARDS REGULATIONS, 1985

1. (1) The definitions “mutual fund” or “pooled fund” and “simplified pension plan” in subsection 2(1) of the *Pension Benefits Standards Regulations, 1985*¹ are repealed.

(2) Subsection 2(1) of the Regulations is amended by adding the following in alphabetical order:

“investment fund” means a fund — established by a corporation, limited partnership or trust — the purpose of which is to invest the moneys of two or more investors and the shares or units of which are allocated to each investor in proportion to the interest of the investor in the assets of the fund; (*fonds de placement*)

“marketplace” means

- (a) an exchange;
- (b) a quotation and trade-reporting system;
- (c) any other entity that
 - (i) constitutes, maintains or provides a market or facility for bringing together buyers and sellers of securities or derivatives,
 - (ii) brings together the orders for securities or derivatives of multiple buyers and sellers, and
 - (iii) uses established, non-discretionary methods under which the orders interact and with which the buyers and sellers entering the orders agree to the terms of a trade; (*marché*)

“member choice account” means an account in relation to which a member, former member, survivor or former spouse or former common-law partner of the member or former member is permitted to make investment choices under a plan referred to in subsection 8(4.2) of the Act; (*compte accompagné de choix*)

“PRPP” means a plan registered under section 12 of the *Pooled Registered Pension Plans Act*; (*RPAC*)

2. (1) The portion of subsection 7.1(1) of the Regulations before paragraph (a) is replaced by the following:

¹ SOR/87-19

7.1 (1) The administrator of a plan shall, before the day on which the plan is registered, establish a written statement of investment policies and procedures that pertain to the plan's portfolio of investments and loans, other than those relating to any member choice account, including policies and procedures pertaining to

(2) Paragraph 7.1(1)(g) of the Regulations is replaced by the following:

(g) the method of, and basis for, the valuation of investments that are not regularly traded at a marketplace; and

3. The Regulations are amended by adding the following after section 7.2:

MEMBER CHOICE ACCOUNTS

7.3 (1) The administrator shall provide to any person who is permitted by a plan to make investment choices under subsection 8(4.2) of the Act a written statement that

(a) includes a description of each investment option that indicates

(i) its investment objective,

(ii) the type of investments and the degree of risk associated with it,

(iii) its top 10 holdings by market value,

(iv) its performance history,

(v) that its past performance is not necessarily an indication of its future performance,

(vi) the benchmark that best reflects its composition,

(vii) the fees, levies and other charges associated with it that reduce return on investment expressed as a percentage or a fixed amount, and

(viii) its target asset allocation;

(b) includes a description of how the person's funds are currently invested; and

(c) indicates any timing requirements that apply to the making of an investment choice.

4. (1) Paragraph 11(1)(g) of the Regulations is repealed.

(2) Subsection 11(4) of the Regulations is replaced by the following:

(4) Any actuarial report referred to in paragraph (1)(d) that is prepared in respect of a negotiated contribution plan shall, if the funding of the plan fails to meet the standards of solvency referred to in section 8, contain the options available in respect of such funding that would result in the funding of the plan meeting the standards for solvency.

5. The heading before section 11.1 and sections 11.1 to 11.3 of the Regulations are repealed.

6. Paragraph 16(2)(e) of the Regulations is replaced by the following:

(e) 40 days have gone by after the day on which the Superintendent gave notice under paragraph (d).

7. The Regulations are amended by adding the following after subsection 18(3):

(3.1) The consent referred to in subsection 26(2.1) of the Act shall be in Form 3.1 of Schedule II.

8. Section 19.1 of the Regulations is replaced by the following:

19.1 For the purposes of sections 16.4 and 26 of the Act, a life income fund, a restricted life income fund and a locked-in registered retirement savings plan are retirement savings plans into which a pension benefit credit may be transferred.

9. Subparagraph 20.1(1)(l)(i) of the Regulations is replaced by the following:

(i) the holder certifies that the total value of all assets in all locked-in registered retirement savings plans, life income funds, restricted locked-in savings plans and restricted life income funds that were created as a result of a transfer of pension benefit credits under section 16.4 or 26 of the Act, a transfer under these Regulations or a transfer under section 50, 53 or 54 of the *Pooled Registered Pension Plans Act* or *Pooled Registered Pension Plan Regulations*, is less than or equal to 50% of the Year's Maximum Pensionable Earnings, and

10. Subparagraph 20.2(1)(d)(i) of the Regulations is replaced by the following:

(i) the holder certifies that the total value of all assets in all locked-in registered retirement savings plans, life income funds, restricted locked-in savings plans and restricted life income funds that were created as a result of the transfer of pension benefit credits under section 16.4 or 26 of the Act, a transfer under these Regulations or a transfer under section 50, 53 or 54 of the *Pooled Registered Pension Plans Act* or the *Pooled Registered Pension Plan Regulations*, is less than or equal to 50% of the Year's Maximum Pensionable Earnings, and

11. (1) Subparagraph 20.3(1)(l)(i) of the Regulations is replaced by the following:

(i) the holder certifies that the total value of all assets in all locked-in registered retirement savings plans, life income funds, restricted locked-in savings plans and restricted life income funds that were created as a result of the transfer of pension benefit credits under section 16.4 or 26 of the Act, a transfer under these Regulations or a transfer under section 50, 53 or 54 of the *Pooled Registered Pension Plans Act* or the *Pooled Registered Pension Plan Regulations*, is less than or equal to 50% of the Year's Maximum Pensionable Earnings, and

(2) Subparagraph 20.3(1)(n)(i) of the Regulations is replaced by the following:

- (i) the restricted life income fund was created as the result of the transfer of a pension benefit credit under section 16.4 or 26 of the Act or a transfer from a locked-in registered retirement savings plan, a life income fund or a PRPP, and

12. The Regulations are amended by adding the following after section 21:

VARIABLE BENEFIT

21.1 (1) A member or former member who has elected to receive a variable benefit may decide the amount that they are to receive as a variable benefit for any calendar year.

(2) The variable benefit shall be not less than the minimum amount determined under subsection 8506(5) of the *Income Tax Regulations* and, for any calendar year before the year in which the former member or their survivor, as the case may be, reaches 90 years of age, not more than the amount determined by the formula

$$C/F$$

where

C is the balance in the former member's account

(a) at the beginning of the calendar year, or

(b) if the balance at the beginning of the calendar year is zero, on the day on which the election was made; and

F is the value, at the beginning of the calendar year, of a pension benefit of which the annual payment is \$1, payable on January 1 of each year between the beginning of that calendar year and December 31 of the year in which the member, former member or their survivor, as the case may be, reaches 90 years of age, established using an interest rate that is

(a) for each of the first 15 years, not more than the monthly average yield on Government of Canada marketable bonds of maturity over 10 years, as published by the Bank of Canada, for the month of November before the beginning of each calendar year, and

(b) for any subsequent year, not more than 6%.

(3) For the calendar year in which the former member or their survivor, as the case may be, reaches 90 years of age and for all subsequent calendar years, the amount of the variable benefit shall not exceed the value of the funds held in the fund immediately before the time of the payment.

(4) The minimum amount determined under subsection 8506(5) of the *Income Tax Regulations* shall be paid as a variable benefit for a calendar year if

(a) the member or former member or their survivor, as the case may be, has not notified the administrator of the amount to be paid as a variable benefit for a calendar year by the beginning of that year, or

(b) the amount determined by the formula set out in subsection (2) for that year is less than that minimum amount.

(5) If, for the calendar year in which the variable benefit is established, part of the account was composed of funds that had been held in a life income fund of the holder earlier in the calendar year in which the variable benefit was established, the amount determined under subsection (2) and the value of the funds referred to in subsection (3) is deemed to be zero in respect of that part of the account for that calendar year.

(6) For the first calendar year that the variable benefit is paid, the amount to be paid shall be multiplied by the number of months remaining in that year and then divided by 12, with any part of an incomplete month counting as one month.

13. The Regulations are amended by adding the following after section 22:

22.1 For the purpose of subparagraph 28(1)(a)(ii) of the Act, the written explanation shall include, in the case of a negotiated contribution plan, a description of the funding arrangement, including an indication that

(a) pension benefits or pension benefit credits may need to be reduced if negotiated contributions are insufficient to meet prescribed solvency standards; and

(b) the administrator may amend the plan to reduce, subject to the Superintendent's authorization, pension benefits or pension benefit credits.

14. (1) Paragraph 23(1)(m) of the Regulations is replaced by the following:

(m) in the case of a plan other than a defined contribution plan,

(i) the annual amount of the pension benefit accrued in respect of the plan member at the end of the plan year and payable at pensionable age,

(ii) the total value of solvency assets and solvency liabilities of the plan on the valuation date, and

(iii) the total employer payments made to the plan for the plan year;

(2) Clause 23(1)(q)(i)(A) of the Regulations is replaced by the following:

(A) the value and description of the ratio, the valuation date and the date of the next valuation,

(3) Subparagraph 23(1)(q)(ii) of the Regulations is replaced by the following:

(ii) in any other case, the value and description of the ratio, the valuation date and the date of the next valuation.

(4) Subsection 23(1) of the Regulations is amended by adding the following after paragraph (q):

(r) for the assets of a plan that are not held in respect of member choice accounts,

(i) a list of the 10 largest asset holdings based on market value, each expressed as a percentage of the total assets, and

- (ii) the asset allocation expressed as a percentage of the total assets; and
- (s) in the case of a negotiated contribution plan, a description of the funding arrangement, including an indication that
 - (i) pension benefits or pension benefit credits may need to be reduced if negotiated contributions are insufficient to meet prescribed solvency standards; and
 - (ii) the administrator may amend the plan to reduce, subject to the Superintendent's authorization, pension benefits or pension benefit credits.

(5) Section 23 of the Regulations is amended by adding the following after subsection (1):

(1.1) The written statement to be given in accordance with paragraph 28(1)(b.1) of the Act shall show

- (a) the name of the former member;
- (b) the period to which the statement applies;
- (c) the name of the spouse or common-law partner of the former member listed on the records of the administrator;
- (d) the name of any person on the records of the administrator designated as the beneficiary;
- (e) in the case of a plan other than a defined contribution plan,
 - (i) the total employer payments made to the plan for the plan year, and
 - (ii) the total value of solvency assets and solvency liabilities of the plan on the valuation date;
- (f) in respect of the defined benefit provisions of an uninsured defined benefit plan,
 - (i) if the ratio as calculated in accordance with paragraph (b) of the definition "solvency ratio" in subsection 2(1) is less than one,
 - (A) the value and description of the ratio, the valuation date and the date of the next valuation,
 - (B) a description of the measures that the administrator has implemented or will implement to bring that ratio to one, and
 - (C) the extent to which the former member's benefit would be reduced if the plan were terminated and wound up with that solvency ratio; or
 - (ii) in any other case, the value and description of the ratio, its valuation date and the date of the next valuation;
- (g) for the assets of a plan that are not held in respect of member choice accounts,

- (i) a list of the 10 largest asset holdings based on market value, each expressed as a percentage of the total assets, and
 - (ii) the asset allocation expressed as a percentage of the total assets;
- (h) in the case of a negotiated contribution plan, a description of the funding arrangement, including an indication that
- (i) pension benefits or pension benefit credits may need to be reduced if negotiated contributions are insufficient to meet prescribed solvency standards, and
 - (ii) the administrator may amend the plan to reduce, subject to the Superintendent's authorization, pension benefits or pension benefit credits;
- (i) for a former member who is receiving a variable benefit,
- (i) the date of birth used to determine the minimum variable benefit payable for the year,
 - (ii) the date the variable benefit began to be paid,
 - (iii) the minimum and maximum allowable variable benefit payable, as well as the amount that the former member is receiving,
 - (iv) the investment from which the variable benefit was paid,
 - (v) the payment frequency over the year,
 - (vi) an indication of how the former member may change their election regarding the amount to be paid during the year and the investment from which the variable benefit is to be paid, and
 - (vii) a list of the transfer options available under subsection 16.4(1) of the Act; and
- (j) a statement setting out the right to access the documents described in paragraph 28(1)(c) of the Act.

(6) Subsections 23(3) to (5) of the Regulations are replaced by the following:

(3) The written statement referred to in paragraph 28(1)(d) of the Act, in the case of a plan member who ceases to be a member of the plan for any reason other than the termination of the whole of the plan or retirement, shall be given in Form 2 of Schedule IV.

(4) The written statement referred to in paragraph 28(1)(e) of the Act, shall be given in Form 3 of Schedule IV.

15. The Regulations are amended by adding the following after section 23.2:

INFORMATION TO BE PROVIDED — VARIABLE BENEFITS

23.3 The notification of consent of the spouse or common-law partner required under paragraph 16.2(2)(a) of the Act shall be made in Form 5.2 of Schedule IV.

INFORMATION ON PLAN TERMINATION

23.4 (1) The written statement required under paragraph 28(2.1)(a) of the Act shall be given in Form 2.1 of Schedule IV.

(2) The written statement required under paragraph 28(2.1)(b) of the Act shall be given in Form 2.2 of Schedule IV.

16. The Regulations are amended by adding the following after section 24.1:

ELECTRONIC COMMUNICATIONS

25. (1) For the purposes of paragraph 31.1(1)(a) of the Act, the addressee may consent in writing, in paper or electronic form, or orally.

(2) Before an addressee consents, the administrator shall notify the addressee

(a) of the addressee's right to revoke their consent at any time;

(b) of the addressee's responsibility to inform the administrator of any changes the addressee makes to the designated information system, including any changes made to the contact information for the designated information system; and

(c) of the date when the consent takes effect.

(3) The addressee shall revoke their consent in writing, in paper or electronic form, or orally.

25.1 If an electronic document is provided on a generally accessible information system, such as a website, the administrator shall provide to the addressee written notice, in paper or electronic form, of the electronic document's availability and location.

25.2 An electronic document is considered to have been provided to an addressee when it is entered into or made available on the information system designated by the addressee.

25.3 (1) If an administrator has reason to believe that an addressee has not received an electronic document or the notice required under section 25.1, the administrator shall mail a paper copy of the document to the addressee.

(2) The mailing of a paper copy does not affect when the electronic document is considered to have been provided under section 25.2.

17. Schedule II to the Regulations is amended by adding the following section reference after the heading "FORM 2":

(Section 13)

18. (1) The heading of Form 3 of Schedule II to the Regulations is replaced by the following:

APPLICATION TO TRANSFER PENSION BENEFIT CREDITS UNDER
SECTIONS 16.4 AND 26 OF THE PENSION BENEFITS STANDARDS ACT,
1985

(2) Section 2 of Form 3 of Schedule II to the Regulations is amended by adding the following after paragraph (f):

(g) — transfer my pension benefit credit to a PRPP.

(3) Schedule II to the Regulations is amended by adding Form 3.1 in Schedule 1 to these regulations after Form 3.

19. The definition “public exchange” in section 1 of Schedule III to the Regulations is repealed.

20. Paragraph 2(c) of Schedule III to the Regulations is replaced by the following:

(c) an investment fund, a segregated fund or a trust fund in which the moneys of the plan have been invested.

21. Section 4 of Schedule III to the Regulations is repealed.

22. (1) The portion of subsection 9(1) of Schedule III to the Regulations before paragraph (a) is replaced by the following:

9. (1) The administrator of a plan shall not, directly or indirectly, lend or invest, in total, 10% or more of the total market value of the plan’s assets to or in,

(2) Subsection 9(2) of Schedule III to the Regulations is replaced by the following:

(1.1) The administrator of a plan shall not, directly or indirectly, lend or invest, in total, 10% or more of the total market value of the funds in a member choice account to or in,

(a) any one person;

(b) associated persons; or

(c) affiliated corporations.

(2) Subsections (1) and (1.1) do not apply in respect of moneys of a plan held by a bank, trust company or other financial institution to the extent that the moneys are fully insured by the Canada Deposit Insurance Corporation, by Assuris or by any similar provincial body established for the purpose of providing insurance against loss of deposits with trust companies or other financial institutions.

(3) The portion of subsection 9(3) of Schedule III to the Regulations before paragraph (b) is replaced by the following:

(3) Subsections (1) and (1.1) do not apply in respect of investments in

(a) an investment fund or a segregated fund that complies with

(i) in the case of investments applicable to a member choice account, section 11 of this Schedule, and

(ii) in the case of any other investments, the requirements applicable to a plan that are set out in this Schedule;

(4) Paragraph 9(3)(f) of Schedule III to the Regulations is repealed.

(5) Section 9 of Schedule III to the Regulations is amended by adding the following after subsection (3):

(4) Subsections (1) and (1.1) do not apply in respect of investments that involve the purchase of a contract or agreement in respect of which the return is based on the performance of a widely recognized index of a broad class of securities traded at a marketplace.

23. The portion of subsection 12(1) of Schedule III to the Regulations before paragraph (a) is replaced by the following:

12. (1) The administrator of a plan shall not, directly or indirectly, invest the moneys of the plan in the securities of a real estate corporation to which are attached more than 30% of the votes that may be cast to elect the directors of the corporation, unless the administrator obtains and deposits with the Superintendent an undertaking by the corporation that, while those securities are held, the corporation will

24. The portion of subsection 13(1) of Schedule III to the Regulations before paragraph (a) is replaced by the following:

13. (1) The administrator of a plan shall not, directly or indirectly, invest the moneys of the plan in the securities of a resource corporation to which are attached more than 30% of the votes that may be cast to elect the directors of the corporation, unless the administrator obtains and deposits with the Superintendent an undertaking by the corporation that, while those securities are held, the corporation will

25. The portion of section 14 of Schedule III to the Regulations before paragraph (a) is replaced by the following:

14. The administrator of a plan shall not, directly or indirectly, invest the moneys of the plan in the securities of an investment corporation to which are attached more than 30% of the votes that may be cast to elect the directors of the corporation, unless the administrator obtains and deposits with the Superintendent an undertaking by the corporation that, while those securities are held, the corporation will

26. Paragraph 16(1)(a) of Schedule III to the Regulations is replaced by the following:

(a) lend the moneys of the plan to a related party or use those moneys to hold an investment in the securities of a related party; or

27. Section 17 of Schedule III to the Regulations is replaced by the following:

17. (1) The administrator of a plan may engage the services of any related party for the operation or administration of the plan by means of a transaction under market terms and conditions.

(2) Section 16 does not apply in respect of investments in

(a) an investment fund or a segregated fund in which investors other than the administrator and its affiliates may invest and are invested and that complies with

(i) in the case of investments applicable to a member choice account, section 11 of this Schedule, and

(ii) in the case of any other investments, the requirements applicable to a plan that are set out in this Schedule;

(b) an unallocated general fund of a person authorized to carry on a life insurance business in Canada;

(c) securities issued or fully guaranteed by the Government of Canada, the government of a province, or an agency of either one of them; or

(d) a fund composed of mortgage-backed securities that are fully guaranteed by the Government of Canada, the government of a province, or an agency of either one of them.

(3) Section 16 does not apply in respect of investments that involve the purchase of a contract or agreement in respect of which the return is based on the performance of a widely recognized index of a broad class of securities traded at a marketplace.

(4) The administrator of a plan has five years to comply with section 16 from the day on which the administrator is in contravention of section 16 as a result of a transaction by the employer.

17.1 An administrator of a plan who does not comply with section 16 on the day on which these Regulations come into force shall comply with that section before the end of the five-year period that begins on that day.

28. Forms 1 to 4 of Schedule IV to the Regulations are replaced by the Forms 1 to 3 set out in Schedule 1 to these Regulations.

29. Form 5.1 of Schedule IV to the French version of the Regulations is amended by replacing “participant ancien” with “ancien participant” with any necessary modifications.

30. Schedule IV to the Regulations is amended by adding, after Form 5.1, the Form 5.2 set out in Schedule 3 to these Regulations.

31. Section 4 of Form 1 of Schedule V to the Regulations is replaced by the following:

4. Amount Sought for Withdrawal

A	Expected income in the calendar year determined in accordance with the <i>Income Tax Act</i> .		\$ _____		
B	Total financial hardship withdrawals made during the calendar year from all federally-regulated locked-in registered retirement savings plans, life income funds, restricted life income funds and restricted locked-in savings plans.		\$ _____		
	B(i): total low income component of B is		\$ _____		
	B(ii): total medical and disability-related income component of B is		\$ _____		
C	50% of the Year's Maximum Pensionable Earnings as defined in the <i>Pension Benefits Standards Act, 1985</i> .		\$ _____		
CALCULATION OF LOW INCOME COMPONENT OF WITHDRAWAL <i>(To be completed only if seeking withdrawal under this component.)</i>					
D	Low income withdrawal component.				
		D(i) A - B	\$ _____		
		D(ii) 66.6 % of D(i)	\$ _____		
		D(iii) C - D(ii)	\$ _____		
		D(iv) D(iii) - B(i)	\$ _____		
		Enter amount from D(iv) if greater than zero otherwise enter "0"			
CALCULATION OF MEDICAL AND DISABILITY-RELATED COMPONENT OF WITHDRAWAL <i>(To be completed only if seeking withdrawal under this component)</i>					
E	Total expected medical and disability-related expenditures for which unlocking is being sought.				
	E(i) Total expected medical and disability-related expenditures in the calendar year, that a medical doctor certifies are required.		\$ _____		
		E(ii) A - B	\$ _____		
		E(iii) 20% of E(ii)	\$ _____		
		E(iv) If E(i) is greater than or equal to E(iii), enter E(i), otherwise enter "0"	\$ _____		
		E(v) Enter the lesser of E(iv) and C	\$ _____		
	Enter amount from E(v)				\$ _____
CALCULATION OF FINANCIAL HARDSHIP WITHDRAWAL					

F	Total amount eligible for financial hardship withdrawal.			
		F(i) D + E	\$ ____	
		F(ii) C - B	\$ ____	
		F(iii) Enter the lesser of F(i) and F(ii)	\$ ____	
	Enter amount from F(iii)			\$ ____
G	Total amount sought for withdrawal.			
	Enter F or a lesser amount			\$ ____

SOLVENCY FUNDING RELIEF REGULATIONS

32. Subsection 6(4) of the *Solvency Funding Relief Regulations*² is replaced by the following:

(4) Despite the fact that the special payments referred to in subsection (1) may be made over a period that exceeds the period applicable under Part 1, for the purposes of subsection 8(1) of the Act, the amount by which the aggregate amount of special payments that would have been remitted to the pension fund in accordance with that Part from the day on which the initial solvency deficiency emerged, as adjusted to take into account the reductions in special payments resulting from the application of the *Pension Benefits Standards Regulations, 1985*, plus interest, exceeds the aggregate amount of special payments made to the pension fund in accordance with this Part, plus interest, shall be considered to be an amount accrued to the pension fund.

33. Paragraph 8(1)(g) of the Regulations is repealed.

34. Section 13 of the French version of the Regulations is replaced by the following:

13. Si le régime affiche un passif supérieur à son actif à la date de sa cessation totale, le moindre du montant calculé conformément au paragraphe 6(4) ou de la différence entre l'actif et le passif est remis sans délai au fonds de pension.

35. (1) Subparagraph 17(1)(a)(ii) of the French version of the Regulations is replaced by the following:

(ii) est versé sans délai au fonds de pension l'excédent du total des paiements spéciaux qui auraient été versés à ce fonds en application de la partie 1 pendant la période comprise entre la date de survenance du déficit initial de solvabilité et la date à laquelle il a été mis fin à la capitalisation, compte tenu des réductions de paiements spéciaux résultant de l'application du *Règlement de 1985 sur les normes de prestation de pension* et majorés des intérêts, sur le total des paiements spéciaux versés au fonds de pension conformément à la présente partie et des intérêts,

² SOR/2006-275

(2) Subparagraph 17(1)(a)(v) of the English version of the Regulations is replaced by the following:

(v) the special payments referred to in section 6 or 7 shall continue to be made until the first special payment required to fund the remaining initial solvency deficiency referred to in subparagraph (iii) is made to the pension fund; and

(3) Subparagraph 17(1)(b)(ii) of the French version of the Regulations is replaced by the following:

(ii) est versé sans délai au fonds de pension l'excédent du total des paiements spéciaux qui auraient été versés à ce fonds en application de la partie 1 pendant la période comprise entre la date de survenance du déficit initial de solvabilité et la date à laquelle il a été mis fin à la capitalisation, compte tenu des réductions de paiements spéciaux résultant de l'application du *Règlement de 1985 sur les normes de prestation de pension* et majorés des intérêts, sur le total des paiements spéciaux versés au fonds de pension conformément à la présente partie et des intérêts.

36. Section 22 of the French version of the Regulations is replaced by the following:

22. Si la valeur nominale des lettres de crédit obtenues ou maintenues pour un exercice donné aux termes de la présente partie est inférieure à la somme exigée aux termes du paragraphe 19(2) pour cet exercice, l'employeur comble la différence soit en augmentant la valeur nominale des lettres de crédit, soit en versant des paiements supplémentaires au fonds de pension au plus tard le jour du prochain versement effectué conformément au paragraphe 9(14) du *Règlement de 1985 sur les normes de prestation de pension*.

37. (1) Paragraphs 23(2)(c) and (d) of the French version of the Regulations are replaced by the following:

c) l'employeur avise sans délai, par écrit, le détenteur, le surintendant et, s'il n'est pas l'administrateur du régime, l'administrateur de tout défaut;

d) sauf dans le cas visé à l'alinéa c), l'administrateur qui constate tout défaut en avise sans délai, par écrit, le détenteur et le surintendant;

(2) The portion of paragraph 23(2)(f) of the French version of the Regulations before subparagraph (i) is replaced by the following:

f) sur réception d'un avis écrit de défaut provenant d'une personne qui n'est ni l'administrateur ni l'employeur, le détenteur :

(3) Paragraph 23(2)h) of the French version of the Regulations is replaced by the following:

h) lorsque l'émetteur ne verse pas la valeur nominale de la lettre de crédit à la suite d'une demande de versement, le détenteur en avise sans délai, par écrit, l'employeur, l'administrateur et le surintendant;

38. Section 24 of the Regulations and the heading before it are repealed.

39. Subsection 29(1) of the French version of the Regulations is replaced by the following:

29. (1) En cas de défaut, est versé sans délai au fonds de pension l'excédent du total des paiements spéciaux qui auraient été versés au fonds de pension en application de la partie 1 depuis la survenance du déficit initial de solvabilité — lesquels paiements sont ajustés pour tenir compte des réductions de paiements spéciaux résultant de l'application du *Règlement de 1985 sur les normes de prestation de pension* et majorés de l'intérêt applicable — sur le total des paiements spéciaux versés au fonds de pension en application de la présente partie et des intérêts.

40. Paragraph 30(1)(b) of the French version of the Regulations is replaced by the following:

b) l'excédent du total des paiements spéciaux qui auraient été versés au fonds de pension en application de la partie 1 depuis la survenance du déficit initial de solvabilité — lesquels paiements sont rajustés pour tenir compte des réductions de paiements spéciaux résultant de l'application du *Règlement de 1985 sur les normes de prestation de pension* et majorés de l'intérêt applicable — sur le total des paiements spéciaux versés au fonds de pension en application de la présente partie et des intérêts, est versé au fonds de pension au moins trente jours avant la fin de l'exercice;

SOLVENCY FUNDING RELIEF REGULATIONS, 2009

41. Subsection 9(1) of the French version of the *Solvency Funding Relief Regulations, 2009*³ is replaced by the following:

9. (1) Le déficit d'un régime ne peut continuer d'être capitalisé conformément à la partie 1 après l'exercice 2009 que si moins du tiers des participants et moins du tiers des bénéficiaires qui ne sont pas des participants s'y opposent dans le délai indiqué dans l'énoncé visé à l'alinéa 10(1)j).

42. (1) Paragraph 10(1)(g) of the Regulations is repealed.

(2) Paragraph 10(1)(j) of the French version of the Regulations is replaced by the following:

j) un énoncé portant que les bénéficiaires peuvent s'opposer à la proposition de capitaliser le régime conformément à la présente partie en faisant parvenir à l'administrateur un avis à cet effet à l'adresse et dans le délai indiqués, lequel délai ne

³ SOR/2009-182

peut être inférieur à trente jours après la date de communication par l'administrateur des autres renseignements exigés au titre du présent paragraphe;

43. Section 15 of the French version of the Regulations is replaced by the following:

15. Si le régime affiche un passif supérieur à son actif à la date de sa cessation totale, la moins élevée de la somme calculée conformément au paragraphe 5(4) ou de la différence entre l'actif et le passif est remise sans délai au fonds de pension.

44. (1) Subparagraph 19(1)(a)(ii) of the French version of the Regulations is replaced by the following:

(ii) est versé sans délai au fonds de pension l'excédent du total des paiements spéciaux qui auraient été versés à ce fonds en application de l'article 9 du *Règlement de 1985 sur les normes de prestation de pension* au cours de la période allant de la date de survenance du déficit à la date à laquelle il a été mis fin à la capitalisation, compte tenu des réductions de paiements spéciaux résultant de l'application de ce règlement et majorés des intérêts, sur le total des paiements spéciaux versés au fonds de pension conformément à la partie 1 et à la présente partie et des intérêts,

(2) Subparagraph 19(1)(a)(v) of the English version of the Regulations is replaced by the following:

(v) the special payments referred to in section 5 shall continue to be made until the first special payment required to fund the remaining deficiency referred to in subparagraph (iii) is made to the pension fund; and

(3) Subparagraph 19(1)(b)(ii) of the French version of the Regulations is replaced by the following:

(ii) est versé sans délai au fonds de pension l'excédent du total des paiements spéciaux qui auraient été versés à ce fonds en application de l'article 9 du *Règlement de 1985 sur les normes de prestation de pension* au cours de la période allant de la date de survenance du déficit à la date à laquelle il a été mis fin à la capitalisation, compte tenu des réductions de paiements spéciaux résultant de l'application de ce règlement et majorés des intérêts, sur le total des paiements spéciaux versés au fonds de pension conformément à la partie 1 et à la présente partie et des intérêts.

45. Subsection 21(1) of the English version of the Regulations is replaced by the following:

21. (1) Despite subsection 9(4) of the *Pension Benefits Standards Regulations, 1985* and section 13 of the *Air Canada Pension Plan Solvency Deficiency Funding Regulations*, if the actuarial report that values a plan at the end of the 2008 plan year indicates that there is a 2008 solvency deficiency and that there is a solvency deficiency, as defined in subsection 9(1) of the *Pension Benefits Standards Regulations*,

1985, the 2008 solvency deficiency may be funded by special payments sufficient to liquidate that deficiency by equal annual payments over a period not exceeding 10 years from the day on which the 2008 solvency deficiency emerged.

46. Subparagraph 22(1)(d)(vi) of the French version of the Regulations is replaced by the following:

(vi) la lettre de crédit ne peut pas être modifiée, sauf pour en augmenter la valeur nominale, au cours de la période visée et ne peut être cédée qu'à un autre détenteur.

47. Section 24 of the French version of the Regulations is replaced by the following:

24. Si la valeur nominale des lettres de crédit obtenues ou maintenues pour un exercice donné aux termes de la présente partie est inférieure à la somme exigée aux termes du paragraphe 21(3) pour cet exercice, l'employeur comble la différence soit en augmentant la valeur nominale des lettres de crédit, soit en versant des paiements supplémentaires au fonds de pension au plus tard le jour du prochain versement effectué conformément au paragraphe 9(14) du *Règlement de 1985 sur les normes de prestation de pension*.

48. (1) Paragraphs 25(2)(c) and (d) of the French version of the Regulations are replaced by the following:

c) l'employeur avise sans délai, par écrit, le détenteur, le surintendant et, s'il n'est pas l'administrateur du régime, l'administrateur de tout défaut;

d) sauf dans le cas visé à l'alinéa c), lorsque l'administrateur constate tout défaut, il en avise sans délai, par écrit, le détenteur et le surintendant;

(2) The portion of paragraph 25(2)(f) of the French version of the Regulations before subparagraph (i) is replaced by the following:

f) sur réception d'un avis écrit de défaut provenant d'une personne qui n'est ni l'administrateur ni l'employeur, le détenteur :

(3) Paragraph 25(2)(h) of the French version of the Regulations is replaced by the following:

h) lorsque l'émetteur ne verse pas la valeur nominale de la lettre de crédit à la suite d'une demande de versement, le détenteur en avise sans délai, par écrit, l'employeur, l'administrateur et le surintendant;

49. Section 26 of the Regulations and the heading before it are repealed.

50. The portion of section 27 of the English version of the Regulations before paragraph (a) is replaced by the following:

27. When the administrator provides the written statement under paragraph 28(1)(b) of the Act, the administrator shall also provide the following information:

51. Subsection 31(1) of the French version of the Regulations is replaced by the following:

31. (1) En cas de défaut, est versé sans délai au fonds de pension l'excédent du total des paiements spéciaux qui auraient été versés au fonds de pension en application de l'article 9 du *Règlement de 1985 sur les normes de prestation de pension* depuis la survenance du déficit — lesquels paiements sont rajustés pour tenir compte des réductions de paiements spéciaux résultant de l'application de ce règlement et majorés des intérêts applicables — sur le total des paiements spéciaux versés au fonds de pension en application de la partie 1 et de la présente partie, majorés des intérêts applicables.

52. Paragraph 32(1)(b) of the French version of the Regulations is replaced by the following:

b) l'excédent du total des paiements spéciaux qui auraient été versés au fonds de pension en application de l'article 9 du *Règlement de 1985 sur les normes de prestation de pension* depuis la survenance du déficit — lesquels paiements sont rajustés pour tenir compte des réductions de paiements spéciaux résultant de l'application du règlement et majorés des intérêts applicables — sur le total des paiements spéciaux versés au fonds de pension en application de la partie 1 et de la présente partie et des intérêts est versé au fonds de pension au moins trente jours avant la fin de l'exercice;

CANADIAN PRESS PENSION PLAN SOLVENCY DEFICIENCY FUNDING REGULATIONS, 2010

53. Subsection 2(2) of the English version of the *Canadian Press Pension Plan Solvency Deficiency Funding Regulations, 2010*⁴ is replaced by the following:

(2) Subsection 6(1) and sections 11 and 12 of the *Solvency Funding Relief Regulations* do not apply to the Canadian Press pension plan.

54. Subparagraph (i) of the description of B in paragraph 7(c) of the French version of the Regulations is replaced by the following:

(i) le nombre d'années entre la date d'évaluation et le 31 décembre 2023,

55. Subsection 10(1) of the French version of the Regulations is replaced by the following:

10. (1) Si la valeur totale de la partie subventionnée des prestations de retraite anticipée accordée depuis le 1^{er} janvier 2009 réduit de plus de 10 % le ratio de solvabilité — établi au 31 décembre 2008 — du régime de retraite de la Presse canadienne, l'employeur verse sans délai au fonds de pension une somme qui permet de rétablir le ratio de solvabilité à sa valeur au 31 décembre 2008 moins 10 % et en avise sans délai, par écrit, le surintendant.

⁴ SOR/2010-245

56. Subsection 11(2) of the French version of the Regulations is replaced by the following:

(2) Si l'employeur ne respecte pas le paragraphe (1), il en avise par écrit sans délai le surintendant et verse sans délai au fonds de pension une somme égale au total des paiements spéciaux différés. Le présent règlement cesse alors d'avoir effet.

POOLED REGISTERED PENSION PLANS ACT

POOLED REGISTERED PENSION PLANS REGULATIONS

57. Subsections 37(2) and (3) of the *Pooled Registered Pension Plans Regulations*⁵ are replaced by the following:

Parameters

(2) The payment shall be not less than the minimum amount determined under subsection 8506(5) of the *Income Tax Regulations* and, for any calendar year before the year in which the member reaches 90 years of age, not more than the amount determined by the formula

$$C/F$$

where

C is the balance in the member's account

(a) at the beginning of the calendar year, or

(b) if the balance at the beginning of the calendar year is zero, on the day on which the election was made; and

F is the value, at the beginning of the calendar year, of an annual \$1 payment, payable on January 1 of each year between the beginning of that calendar year and December 31 of the year in which the member reaches 90 years of age, established using an interest rate that is

(a) for each of the first 15 years, not more than the monthly average yield on Government of Canada marketable bonds of maturity over 10 years, as published by the Bank of Canada, for the month of November before the beginning of each calendar year, and

(b) for any subsequent year, not more than 6%.

Default amount

(3) The minimum amount determined under subsection 8506(5) of the *Income Tax Regulations* is to be paid as a variable payment for a calendar year if

(a) a member has not notified the administrator of the amount to be paid as a variable payment for the calendar year within 90 days after the day on which the statement required under paragraph 57(1)(b) of the Act is received; or

⁵ SOR/2012-294

(b) the amount determined by the formula set out in subsection (2) for that year is less than that minimum amount.

Amount deemed to be zero

(3.1) If, for the calendar year in which the variable payment is established, part of the account was composed of funds that had been held in a life income fund of the holder earlier in the calendar year in which the variable payment was established, the amount determined under subsection (2) is deemed to be zero in respect of that part of the account for that calendar year.

58. (1) The portion of subsection 39(1) of the French version of the Regulations before paragraph (a) is replaced by the following:

Régime d'épargne immobilisé restreint

39. (1) Tout régime d'épargne immobilisé restreint prévoit :

(2) Subsection 39(1) of the English version of the Regulations is replaced by the following:

Prescribed restricted locked-in savings plan

39. (1) A restricted locked-in savings plan must

(a) provide that the funds may only be

(i) transferred to another restricted locked-in savings plan,

(ii) transferred to a pension plan if the plan permits such a transfer and if the pension plan administers the benefit attributed to the transferred funds as if the benefit were that of a pension plan member,

(iii) transferred to a PRPP,

(iv) used to purchase an immediate life annuity or a deferred life annuity, or

(v) transferred to a restricted life income fund;

(b) provide that, on the death of the holder of the restricted locked-in savings plan, the funds shall be paid to the holder's survivor by

(i) transferring the funds to another restricted locked-in savings plan or to a locked-in RRSP,

(ii) transferring the funds to a pension plan if the pension plan permits such a transfer and if the pension plan administers the benefit attributed to the transferred funds as if the benefit were that of a pension plan member,

(iii) transferring the funds to a PRPP,

(iv) using the funds to purchase an immediate life annuity or a deferred life annuity, or

(v) transferring the funds to a life income fund or to a restricted life income fund;

(c) provide that, subject to subsection 53(3) of the Act, the funds, or any interest or right in those funds, shall not be transferred, charged, attached, anticipated or given as security and that any transaction appearing to do so is void or, in Quebec, null;

(d) set out the method of determining the value of the restricted locked-in savings plan, including the valuation method used to establish its value on the death of the holder or on a transfer of assets;

(e) provide that, in the calendar year in which the holder of the restricted locked-in savings plan reaches 55 years of age or in any subsequent calendar year, the funds may be paid to the holder in a lump sum if the holder

(i) certifies that the total value of all assets in all locked-in RRSPs, life income funds, restricted locked-in savings plans and restricted life income funds that were created as a result of the transfer, a transfer under the *Pension Benefits Standards Act, 1985* or a transfer from another PRPP is not more than 50% of the Year's Maximum Pensionable Earnings, and

(ii) obtains the consent of their spouse or common-law partner, if any, and completes and gives a copy of Form 2 and Form 3 of the schedule to the financial institution with whom the contract or arrangement for the restricted locked-in savings plan was entered into; and

(f) provide that the holder of the restricted locked-in savings plan may withdraw an amount from that plan up to the lesser of the amount determined by the formula set out in subsection 38(2) and 50% of the Year's Maximum Pensionable Earnings minus any amount withdrawn in the calendar year under this paragraph or paragraph 38(1)(e), 40(1)(k) or 41(1)(k)

(i) if the holder certifies that they have not made a withdrawal in the calendar year under this paragraph or paragraph 38(1)(e), 40(1)(k) or 41(1)(k) other than within the last 30 days before the day on which the certification is made,

(ii) if,

(A) in the event that the value determined for M in subsection 38(2) is greater than zero,

(I) the holder certifies that they expect to make expenditures on a medical or disability-related treatment or adaptive technology during the calendar year in excess of 20% of their expected income for that calendar year determined in accordance with the *Income Tax Act*, other than any amount withdrawn in the calendar year under this paragraph or paragraph 38(1)(e), 40(1)(k) or 41(1)(k), and

(II) a physician certifies that the medical or disability-related treatment or adaptive technology is required, or

(B) the holder's expected income for the calendar year determined in accordance with the *Income Tax Act* — other than any amount withdrawn under this paragraph or paragraph 38(1)(e), 40(1)(k) or 41(1)(k) within the last 30 days before the day on which the certification is made — is less than 75% of the Year's Maximum Pensionable Earnings, and

(iii) if the holder obtains the consent of their spouse or common-law partner, if any, and completes and gives a copy of Form 1 and Form 2 of the schedule to the financial institution with whom the contract or arrangement for the restricted locked-in savings plan was entered into.

59. Paragraph 40(1)(d) of the Regulations is replaced by the following:

(d) provides that for any calendar year before the calendar year in which the holder of the restricted life income fund reaches 90 years of age the amount of income paid out of the life income fund shall not exceed the amount determined by the formula

$$C/F$$

where

C is the balance in the holder's account

(a) at the beginning of the calendar year, or

(b) if the balance at the beginning of the calendar year is zero, on the day on which the election was made; and

F is the value, at the beginning of the calendar year, of an annual \$1 payment, payable on January 1 of each year between the beginning of that calendar year and December 31 of the year in which the holder reaches 90 years of age, established using an interest rate that is

(a) for each of the first 15 years, not more than the monthly average yield on Government of Canada marketable bonds of maturity over 10 years, as published by the Bank of Canada, for the month of November before the beginning of each calendar year, and

(b) for any subsequent year, not more than 6%.

60. Paragraph 41(1)(d) of the Regulations is replaced by the following:

(d) provides that for any calendar year before the calendar year in which the holder of the life income fund reaches 90 years of age the amount of income paid out of the life income fund shall not exceed the amount determined by the formula

$$C/F$$

where

C is the balance in the holder's account

(a) at the beginning of the calendar year, or

(b) if the balance at the beginning of the calendar year is zero, on the day on which the election was made; and

F is the value, as at the beginning of the calendar year, of an annual \$1 payment, payable on January 1 of each year between the beginning of that calendar year and December 31 of the year in which the holder reaches 90 years of age, established using an interest rate that is

(a) for each of the first 15 years, not more than the monthly average yield on Government of Canada marketable bonds of maturity over 10 years, as published by the Bank of Canada, for the month of November before the beginning of each calendar year, and

(b) for any subsequent year, not more than 6%.

COMING INTO FORCE

61. These Regulations come into force on the day on which subsection 196(3) of the *Sustaining Canada's Economic Recovery Act*, chapter 25 of the Statutes of Canada, 2010, comes into force.

SCHEDULE 1
(Subsection 17(3))

FORM 3.1
(Subsection 18(3.1))

**SPOUSE'S OR COMMON-LAW PARTNER'S CONSENT FOR THE TRANSFER OF A
PENSION BENEFIT CREDIT**

I, _____, certify that I am the spouse or common-law partner (as defined by the *Pension Benefits Standards Act, 1985*) of _____.

I understand that my spouse or common-law partner has elected to transfer their pension benefit credit, and that my written consent is required to enable my spouse or common-law partner to do so.

I understand that

- (a) transferring the pension benefit credit will allow my spouse or common-law partner to manage their own pension fund and will allow flexibility in determining the amount that will be paid to my spouse or common-law partner in each calendar year;
- (b) the transferred funds may be used to purchase a life annuity at a later date, but there is no requirement that the funds be used to purchase a life annuity;
- (c) if the transferred funds are used to purchase a life annuity, the life annuity must be in the joint and survivor form unless I waive my entitlements by signing a separate waiver form within 90 days before the day on which the annuity payments begin.

I further understand that transferring the pension benefit credit to a retirement savings plan of the prescribed kind will allow my spouse or common-law partner to withdraw some of the funds each year, subject to any minimum and maximum withdrawal limits. I understand, however, that the amount of pension income or survivor benefit available to me in later years may be significantly reduced if

- (a) my spouse or common-law partner elects to withdraw the maximum amount permitted each year, or
- (b) the investment performance is poor.

Nevertheless, I consent to the transfer of the pension benefit credit to a retirement savings plan of the prescribed kind and certify that

- (a) I have read this form and understand it;
- (b) neither my spouse or common-law partner nor anyone else has put any pressure on me to sign this form;
- (c) my spouse or common-law partner is not present while I am signing this form;
- (d) I realize that

(i) this form only gives a general description of the legal rights I have under the *Pension Benefits Standards Act, 1985* and the *Pension Benefits Standards Regulations, 1985*, and

(ii) if I wish to understand exactly what my legal rights are I must read the *Pension Benefits Standards Act, 1985* and the *Pension Benefits Standards Regulations, 1985* or seek legal advice; and

(e) I realize that I am entitled to keep a copy of this consent form.

To consent to the transfer, I sign this consent form at _____ on this day of _____, 20_____.

Signature of spouse or common-law partner _____

Address of spouse or common-law partner _____

(home telephone #) _____

(work telephone #) _____

STATEMENT OF WITNESS

I certify that

(a) My full name is _____

(b) My address is _____

(c) I witnessed this spouse or common-law partner sign this waiver in the absence of their spouse or common-law partner.

Signature of Witness _____

(home telephone #) _____

(work telephone #) _____

SCHEDULE 2
(Section 27)

FORM 1
(Subsection 23(2) and paragraph 23.2(a))

STATEMENT TO BE PROVIDED TO A RETIRING MEMBER

Statement date _____

Member's name _____ Date of birth _____

Spouse's or common-law partner's name _____ Date of birth _____

Designated beneficiary _____

Date employment began _____

Date credited service began _____

Date pensionable age reached _____

Date of first entitlement to early retirement pension _____

Credited service _____

Additional voluntary contributions of member

(a) made during the plan year \$ _____

(b) accumulated to date of retirement \$ _____

Required contributions of member

(a) made during the plan year \$ _____

(b) accumulated to date of retirement \$ _____

Employer contributions, in respect of a defined contribution provision, if any,

(a) made during the plan year \$ _____

(b) accumulated to date of retirement \$ _____

Transfers into the pension plan

(a) lump sum amounts \$ _____

(b) benefit attributable to such transfers \$ _____

(c) service credited to such transfers _____

Pension benefit payable to the member

(a) attributable to the benefit formula \$ _____

(b) attributable to additional voluntary contributions \$ _____

(c) attributable to the "50% rule" \$ _____

(d) attributable to any other lump sum amount \$ _____

(e) total pension benefit payable \$ _____

Pension benefit payable for a limited period

(a) amount \$ _____

(b) from _____ to _____

Survivor benefit: \$ _____

Solvency ratio _____

Formula, if any, for indexing the pension benefit _____

FORM 2
(Subsection 23(3))

STATEMENT TO BE PROVIDED IF A MEMBER CEASES TO BE A MEMBER OF THE
PLAN FOR ANY REASON OTHER THAN THE TERMINATION OF THE WHOLE OR
PART OF THE PLAN OR RETIREMENT

Statement date _____

Member's name _____ Date of birth _____

Spouse's or common-law partner's name _____ Date of birth _____

Designated beneficiary _____

Date employment began _____

Date credited service began _____

Date pensionable age reached _____

Date of first entitlement to early retirement pension _____

Credited service _____

Additional voluntary contributions of member

(a) made during the plan year \$ _____

(b) accumulated to date of cessation of membership \$ _____

Required contributions of member

(a) made during the plan year \$ _____

(b) accumulated to date of cessation of membership \$ _____

Employer contributions, in respect of a defined contribution provision, if any,

(a) made during the plan year \$ _____

(b) accumulated to date of cessation of membership \$ _____

Transfers into the pension plan

- (a) lump sum amounts \$ _____
- (b) benefit attributable to such transfers \$ _____
- (c) service credited to such transfers _____

Pension benefit payable to the member

- (a) attributable to the benefit formula \$ _____
- (b) attributable to additional voluntary contributions \$ _____
- (c) attributable to the "50% rule" \$ _____
- (d) attributable to any other lump sum amount \$ _____
- (e) total pension benefit payable \$ _____

Pension benefit payable for a limited period

- (a) amount \$ _____
- (b) from _____ to _____

Survivor benefit prior to early retirement

- (a) total benefit \$ _____
- (b) group insurance offset \$ _____
- (c) net benefit \$ _____

Pension benefit credit for transfer purposes

- (a) attributable to the benefit formula \$ _____
- (b) attributable to additional voluntary contributions \$ _____
- (c) attributable to the "50% rule" \$ _____
- (d) attributable to any other lump sum amount \$ _____
- (e) total pension benefit credit payable \$ _____

Solvency ratio _____

Schedule of transfer payments (if solvency ratio is less than 1) _____

Formula, if any, for indexing the pension benefit or for calculating the pension benefit credit _____

Portability options available (transfer to another pension plan, a locked-in registered retirement savings plan, a life income fund or restricted life income fund, or purchase of an immediate or deferred life annuity) _____

FORM 2.1
(Subsection 23.4(1))

STATEMENT TO BE PROVIDED WITHIN 30 DAYS AFTER THE TERMINATION OF
THE WHOLE OF THE PLAN

Statement date _____

Plan termination date _____

Member's or former member's name _____ Date of birth _____

Spouse's or common-law partner's name _____ Date of birth _____

Designated beneficiary _____

Each member, former member and the spouse or common-law partner of each member or former member may examine, at the plan administrator's offices, or order photocopies of, on condition of payment of any reasonable fee that the administrator may fix, all documents that have been filed with the Superintendent under subsection 10(1) or 10.1(1) or section 12 of the *Pension Benefits Standards Act, 1985* or any regulations made under paragraph 39(i) of that Act.

Pension benefits will continue to be paid to retirees as they fall due.

Other pension benefits cannot be distributed until the termination report is approved by the Superintendent.

FORM 2.2
(Subsection 23.4(2))

STATEMENT TO BE PROVIDED WITHIN 120 DAYS AFTER THE TERMINATION OF
THE WHOLE OF THE PLAN

Statement date _____

Member's or former member's name _____ Date of birth _____

Spouse's or common-law partner's name _____ Date of birth _____

Designated beneficiary _____

Date employment began _____

Date credited service began _____

Date pensionable age reached _____

Date of first entitlement to early retirement pension _____

Credited service _____

Additional voluntary contributions of member

(a) made during the plan year \$ _____

(b) accumulated to date of cessation of membership \$ _____

Required contributions of member

(a) made during the plan year \$ _____

(b) accumulated to date of cessation of membership \$ _____

Employer contributions, in respect of a defined contribution provision, if any,

(a) made during the plan year \$ _____

(b) accumulated to date of cessation of membership \$ _____

Transfers into the pension plan

(a) lump sum amounts \$ _____

(b) benefit attributable to such transfers \$ _____

(c) service credited to such transfers _____

Pension benefit payable to the member

(a) attributable to the benefit formula \$ _____

(b) attributable to additional voluntary contributions \$ _____

(c) attributable to the "50% rule" \$ _____

(d) attributable to any other lump sum amount \$ _____

(e) total pension benefit payable \$ _____

Pension benefit payable for a limited period

(a) amount \$ _____

(b) from _____ to _____

Survivor benefit prior to early retirement

(a) total benefit \$ _____

(b) group insurance offset \$ _____

(c) net benefit \$ _____

Pension benefit credit for transfer purposes

(a) attributable to the benefit formula \$ _____

(b) attributable to additional voluntary contributions \$ _____

(c) attributable to the "50% rule" \$ _____

(d) attributable to any other lump sum amount \$ _____

(e) total pension benefit credit payable \$ _____

Solvency ratio _____

Schedule of transfer payments (if solvency ratio is less than 1) _____

Formula, if any, for indexing the pension benefit or for calculating the pension benefit credit _____

Portability options available (transfer to another pension plan, a locked-in registered retirement savings plan, a life income fund or restricted life income fund, or purchase of an immediate or deferred life annuity) _____

The member or former member must give notice of the transfer option that they have chosen.

A description of any adjustments to benefits and the reasons for these adjustments _____

FORM 3
(Subsection 23(4))

STATEMENT TO BE PROVIDED WHEN A MEMBER DIES

Statement date _____

Member's name _____ Date of birth _____

Spouse's or common-law partner's name _____ Date of birth _____

Designated beneficiary _____

Date employment began _____

Date credited service began _____

Credited service _____

Additional voluntary contributions of member

(a) made during the plan year \$ _____

(b) accumulated to date of member's death \$ _____

Required contributions of member

(a) made during the plan year \$ _____

(b) accumulated to date of member's death \$ _____

Employer contributions, in respect of a defined contribution provision, if any,

(a) made during the plan year \$ _____

(b) accumulated to date of member's death \$ _____

Transfers into the pension plan

(a) lump sum amounts \$ _____

(b) benefit attributable to such transfers \$ _____

(c) service credited to such transfers _____

Pension benefit credit payable to the member's spouse or common-law partner

(a) attributable to the benefit formula \$ _____

(b) attributable to additional voluntary contributions \$ _____

(c) attributable to the "50% rule" \$ _____

(d) attributable to any other lump sum amount \$ _____

(e) total pension benefit or pension benefit credit payable \$ _____

Solvency ratio _____

Schedule of transfer payments (if solvency ratio is less than 1) _____

Formula, if any, for indexing benefit or for calculating the pension benefit credit _____

Portability options available (transfer to another pension plan, a locked-in registered retirement savings plan, a life income fund or restricted life income fund, or purchase of an immediate or deferred life annuity) _____

SCHEDULE 3
(Section 29)

FORM 5.2
(Section 23.3)

**SPOUSE'S OR COMMON-LAW PARTNER'S CONSENT TO THE ELECTION TO
RECEIVE A VARIABLE BENEFIT FROM A DEFINED CONTRIBUTION PENSION PLAN**

I, _____, hereby certify that I am the spouse or the common-law partner, as defined in subsection 2(1) of the *Pension Benefits Standards Act, 1985*, of ___.

I understand that my spouse or common-law partner has elected to receive a variable benefit directly from the pension plan, and that my written consent is required to enable my spouse or common-law partner to do so.

I understand that

- (a) electing to receive a variable benefit directly from the pension plan, will allow my spouse or common-law partner to manage his or her own pension fund and will allow some flexibility in determining the amount that will be paid as variable benefit in each calendar year;
- (b) the remaining funds may be used to purchase a life annuity at a later date, but there is no requirement that the remaining funds be used to purchase a life annuity;
- (c) if the remaining funds are used to purchase a life annuity, the life annuity must be joint unless I waive my entitlements by signing a separate waiver form within 90 days before the day on which the annuity payments begin; and
- (d) a variable benefit paid directly from the pension plan is not paid in the joint and survivor form.

I further understand that before purchasing a life annuity, the pension plan, will allow my spouse or common-law partner to withdraw some of the funds each year, subject to minimum and maximum withdrawal limits. I understand, however, that the amount of pension income or survivor benefit available to me in later years may be significantly reduced if

- (a) my spouse or common-law partner elects to withdraw the maximum amount permitted each year, or
- (b) the investment performance is poor.

Nevertheless, I consent to the receipt of variable benefits directly from the pension plan, and certify that

- (a) I have read this form and understand it,
- (b) neither my spouse or common-law partner nor anyone else has put any pressure on me to sign this form,
- (c) my spouse or common-law partner is not present while I am signing this form,

(d) I realize that

(i) this form only gives a general description of the legal rights I have under the *Pension Benefits Standards Act, 1985* and the *Pension Benefits Standards Regulations, 1985*, and

(ii) if I wish to understand exactly what my legal rights are I must read the *Pension Benefits Standards Act, 1985* and the *Pension Benefits Standards Regulations, 1985* or seek legal advice, and

(e) I realize that I am entitled to a copy of this consent form.

To consent to the transfer, I sign this consent form at _____ on this day of _____, 20_____.

Signature of spouse or common-law partner _____

Address of spouse or common-law partner _____

(home telephone #) _____

(work telephone #) _____

STATEMENT OF WITNESS

I certify that

(a) My full name is _____

(b) My address is _____

(c) I witnessed this spouse or common-law partner sign this waiver in the absence of their spouse or common-law partner.