

AGF INVESTMENTS

# LOCKED-IN ADDENDUM

ALBERTA LIRA

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# LOCKED-IN RETIREMENT ACCOUNT FOR ALBERTA

## ADDENDUM

### SUPPLEMENTARY AGREEMENT ESTABLISHING A LOCKED-IN RETIREMENT ACCOUNT UNDER THE RETIREMENT SAVINGS PLAN

The owner of the Plan (also referred to as the "Annuitant") named in the application form completed by the Annuitant has established an AGF Retirement Savings Plan (the "Plan") with AGF Investments Inc. as agent for B2B Trustco as trustee and issuer (the "Trustee"), which has received funds originating from a registered pension plan governed by the provisions of the *Employment Pension Plans Act* (Alberta) (the "Act") and regulations thereunder. In accordance with the Act, regulations and the declaration of trust governing the Plan and except as otherwise may be permitted or provided for under the Act and regulations from time to time, the following forms part of the terms and conditions applicable to the funds, which are binding upon the Annuitant and the Trustee and their respective successors and assigns effective from the time of the transfer of the funds to the Plan.

#### 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 transferred 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 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 paid or transferred 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 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 for 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 amount of money that was 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 was 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 begin on or commence 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 among 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 annuity is in the form of a joint and survivor pension referred to 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 require to effect the transfer.

**PART 3**

**DEATH OF OWNER**

**Transfer or payment 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 he payment, to the designed 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 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 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.

## LIFE INCOME FUND FOR ALBERTA

## ADDENDUM

## SUPPLEMENTARY AGREEMENT ESTABLISHING A LIFE INCOME FUND UNDER THE AGF RETIREMENT INCOME FUND

The owner of the Plan (also referred to as the "Annuitant") named in the application form completed by the Annuitant has established an AGF Retirement Fund (the "Plan") with AGF Investments Inc. as agent for B2B Trustco as trustee and issuer (the "Trustee"), which has received funds originating from a registered pension plan governed by the provisions of the *Employment Pension Plans Act* (Alberta) (the "Act") and regulations thereunder. In accordance with the Act, regulations and the declaration of trust governing the Plan and except as otherwise may be permitted or provided for under the Act and regulations from time to time, the following forms part of the terms and conditions applicable to the funds, which are binding upon the Annuitant and the Trustee and their respective successors and assigns effective from the time of the transfer of the funds to the Plan.

### 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) "life income fund issuer" means the issuer of this locked-in retirement account;
- (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:

$$\frac{\text{life income fund balance}}{\text{withdrawal factor}}$$

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

- (iv) 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
  - (v) 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
- (vi) 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;
  - (vii) 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 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;
- (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 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.

## PART 2 – TRANSFERS IN AND TRANSFERS AND PAYMENTS OUT OF LIFE INCOME FUND

### Limitation on 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, or
  - (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).
- (1) 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).
- (2) 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.
- (3) 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).
- (4) 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 paid or transferred 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) in accordance with 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 for 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 amount of money that was 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 was improperly paid or transferred, or
  - (b) if
    - (i) the money is transferred out of this life income fund to an issuer (the "transferee issuer") that is authorized under the Regulation to issue life income funds,
    - (ii) the transfer is contrary to the Act or the Regulation in that the life income fund issuer failed to advise the transferee issuer that the money is locked-in money, and
    - (iii) the life income fund issuer deals with the money in a manner that is contrary to the manner in which locked-in money must 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, 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 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.

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**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.

**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

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