

MANITOBA – PRESCRIBED REGISTERED RETIREMENT INCOME FUND ADDENDUM

Despite any other provisions of the contract, if locked-in money has come from a plan that is governed by the Pension Benefits Act (Manitoba) (the Act) and Pension Benefits Regulation (the Regulation), the following provisions apply to it.

You, your, and owner mean the owner of the prescribed RRIF. Sun Life, we, us and our mean Sun Life Assurance Company of Canada.

In this addendum, spouse means a person who is married to you. A common-law partner means:

- a person with whom you have registered a common-law relationship under section 13.1 of the Vital Statistics Act, or
- a person who is not married to you but has cohabited with you in a conjugal relationship for at least three years if either of you is married or for one year if neither of you is married.

Spouse excludes any person who is not recognized as a spouse or common-law partner for the purposes of the Income Tax Act (Canada) (ITA) for registered retirement income funds.

Addendum provisions:

1. Former member, member, pension, pension plan and superintendent have the same meanings as in the Act. Locked-in retirement account (LIRA), life income fund (LIF), and prescribed registered retirement income fund (prescribed RRIF) have the same meanings as in the Regulation. Other terms not listed here have the meanings set out in the glossary of terms in the contract.
2. This addendum overrides any provision of the contract inconsistent with it.
3. You may only transfer money into a prescribed RRIF from:
 - a prescribed retirement benefit plan under section 21.4 of the Act,
 - a pension plan as permitted by Division 4 of Part 10 of the Regulation, or
 - another prescribed RRIF.
4. A prescribed RRIF may be:
 - transferred to another prescribed RRIF,
 - used to purchase an annuity, or
 - transferred to a pension plan, if it's permitted by the plan.
5. No money in the contract, or paid or transferred out of the contract, including interest, may be assigned, charged, anticipated or given as security or seized except as permitted by the Family Property Act or enforcement proceedings taken by a designated officer, as defined in section 52 of The Family Maintenance Act, or under Part VI of the Act. Any transaction attempting to do so is void, unless permitted by law.
6. If any part of the prescribed RRIF is paid out contrary to the Act or Regulation, we will provide a pension equal to the pension amount that would have been provided.
7. When you die, if you were the member or former member, the balance of your prescribed RRIF will be paid to your spouse or common-law partner, unless they have or are entitled to receive all or part of the balance under an agreement or order under The Family Property Act or have waived their entitlement to receive the balance and have not revoked their waiver. In any other case, the death benefit will be paid to your named beneficiary, or if none is named, to your estate.
8. Your spouse may waive their entitlement to the balance of the prescribed RRIF, if they provide us a signed waiver form. The waiver must be signed in the presence of a witness and the owner must not be present when it's signed.