

PENSION BENEFITS STANDARDS ACT – RESTRICTED LOCKED-IN SAVINGS PLAN ADDENDUM

Despite any other provisions of the contract, if locked-in money has come from a plan that is governed by the Pension Benefits Standards Act, 1985, (the Act) and Regulations, the following provisions apply to it.

Spouse excludes any person who is not recognized as a spouse or common-law partner for the purposes of the Income Tax Act (Canada) (the “ITA”) for registered retirement savings plans. Common-law partner means a person who is cohabiting with you in a conjugal relationship for at least one year. Spouse includes a person who is party to a void or null marriage with you.

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

When we use the word form, we mean a form approved by the Superintendent. Superintendent is defined in the Act.

Addendum provisions:

1. Deferred life annuity, immediate life annuity, life income fund (LIF), locked-in registered retirement savings plan (LRSP), restricted life income fund (RLIF), restricted locked-in savings plan (RLSP), member, pension benefit credit, plan and spouse have the same meanings as they have in the Act or the Regulation. Survivor, in relation to a member or former member means:
 - a) if there is no person described in (b), the spouse of the member or former member at the time of the member’s or former member’s death, or
 - b) a person who was the common-law partner of the member or former member at the time of the member’s or former member’s death.

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 that is inconsistent with it.
3. Any amendment to the contract must comply with the requirements of the ITA.
4. Your contract describes how we calculate the value of your RLSP, including the value on your death or on transferring funds from the RLSP.
5. Except as provided in subsection 25(4) of the Act, no money in the contract or transferred out of the contract, including interest, may be assigned, charged, anticipated or given as security. Any transaction attempting to assign, charge, anticipate or give as security the value of the contract is void, unless permitted by law.
6. You may transfer all or part of your contract:
 - to another restricted locked-in savings plan,
 - to a registered pension plan if that plan permits the transfer and if that plan administers the benefit attributed to the transferred funds as if the benefit were that of a plan member with two years membership in the plan,
 - to purchase an immediate life annuity or a deferred life annuity that meets the requirements of the Act and the ITA, or
 - to a restricted life income fund.
7. No money may be transferred in or out of your RLSP unless an agreement is in place between financial institutions to administer the money according to pension law.
8. The transferring financial institution must advise any subsequent financial institution in writing that the amount transferred must be administered as a pension or deferred pension under the Act and the Regulation.
9. If this contract has premiums transferred from the commuted value of a pension benefit, we will tell you if this value was determined on a basis that differentiated by sex. If a pension benefit transferred into your RLSP was not differentiated by sex, an immediate life annuity or a deferred annuity purchased by the funds in your RLSP will not differentiate on the basis of sex.
10. You may ask us for a lump sum withdrawal if you provide a written statement signed by a licensed and practising doctor in Canada. The doctor must be able to state they believe you have a mental or physical disability that is likely to shorten your life expectancy considerably.
11. You may withdraw the balance of the contract if you are a non-resident of Canada according to the Canada Revenue Agency and the ITA, and if your application for withdrawal is made at least two calendar years after the date of departure from Canada.

12. In the year you turn age 55 or in any year after, you may apply to us, on an approved form, to withdraw funds from your contract if you certify that the total value in all your LRSPs, RLSPs, LIFs and RLIFs is less than or equal to 50% of the year's maximum pensionable earnings. Your application must be accompanied by the spousal declaration and the declaration of amounts held in federally regulated locked-in plans required by the Regulation.
13. You may apply to us, on an approved form, to withdraw funds from your contract due to financial hardship. You must meet the conditions described in section 20.2(1)(e) of the Regulation. You must certify that you have not made a withdrawal in the calendar year because of financial hardship from any LRSP, RLSP, LIF or RLIF, except for within the last 30 days before this certification. Your application must be accompanied by the financial hardship declaration and spousal declaration required by the Regulation. Payment discharges us from any liability for the amount of the funds released.
14. On your death, the balance of the contract will be paid to your survivor by:
 - transferring the funds to another restricted locked-in savings plan or a locked-in registered retirement savings plan,
 - transferring the funds to a registered pension plan if that plan permits such a transfer and if that plan administers the benefit attributed to the transferred funds as if the benefit were that of a pension plan member with two years membership in the plan,
 - using the funds to purchase an immediate life annuity or a deferred life annuity that meets the requirements of the Act and the ITA, or
 - transferring the funds to a life income fund or a restricted life income fund.

If you die without a survivor, the funds remaining in the contract will be paid to your designated beneficiary, or if none is named, to your estate.