

PENSION PARTNER WAIVER OF POST PENSION
COMMENCEMENT DEATH BENEFITS FROM A
DEFINED BENEFIT PORTION of a PENSION PLAN

Part 1
Waiver of Minimum 60% Joint Life Pension

I, _____, am a “pension partner” (as
[name]

described below) of _____,
[insert name of member /former member]

(in this waiver form referred to as “the member”) who, at the time of my signing anything in this Form, is alive and is about to commence to receive a pension.

The member earned benefits under defined benefit provisions of _____

_____, a pension plan regulated in accordance with the
[insert name of pension plan]
Employment Pension Plans Act and Regulation (in this Form referred to as “the legislation”).

The money representing those benefits remains in that pension plan.

Being the member’s “pension partner” means that

- (a) I am married to the member and have not been living separate and apart from him or her for 3 or more consecutive years, or
- (b) if paragraph (a) above does not apply to me and there is no other person to whom paragraph (a) applies, I have been living with the member in a conjugal relationship for a continuous period of at least 3 years or, if there is a child of our relationship by birth or adoption, of some permanence.

I understand that the legislation in general requires that the benefits earned under and paid from the pension plan must be paid as at least a 60% joint life pension. This means that if the member starts to receive a pension and dies before I do, survivor payments equal to at least 60% of it will continue to me for my lifetime.

However, I understand that if I choose to sign this Part (Part 1) of this Form and it is filed with the administrator, I give up my rights to the minimum 60% joint life pension. I further understand that my signing this Part 1 means that the member may choose a pension form that

- (a) gives me a lower survivor benefit than the 60% joint life pension,
- (b) provides a lump sum death benefit for which I will be the beneficiary unless I also waive my entitlement to it by executing Part 2 of this Form, or
- (c) provides no death benefit at all.

Part 2
Waiver of Sole Designated Beneficiary Rights

[NOTE: Before signing this Part, please consider all of the following:

- If you have signed Part 1 of this Form above, you may, but do not have to, sign this part (Part 2).
- You may not sign Part 2 unless you have signed Part 1.
- You may not sign Part 2 if the original plan member has selected any joint life form of pension.
- You do not have to sign Part 2 at the same time as you sign Part 1, but may do it at any time before the member dies.
- If you have previously signed Part 2, you may cancel it at any time before the member dies.]

I am and was, at the time of pension commencement a “pension partner”, as defined in Part 1 above, of the member referred to in Part 1.

The money representing the residual benefit referred to in the next paragraph remains in the pension plan referred to in Part 1.

I understand that, although I have given up my rights to the minimum 60% joint life pension by signing Part 1 above, the legislation makes me the automatic sole designated beneficiary of the member, meaning that I would receive any residual benefit from the plan on the member’s death unless I sign the waiver in this Part (Part 2).

Nevertheless, in addition to giving up my right to the minimum 60% joint life pension (as I have done in Part 1), I also give up all my rights as such automatic designated beneficiary and, as a result, all other benefits or entitlements that I have or may have under the plan.

This Part does not affect any rights that I could have arising as a result of any breakdown or potential breakdown in the relationship between the member and myself.

I have chosen to execute Part 2 of this Form and in so doing I give up my entitlement to be the sole designated beneficiary with respect to any death benefit payable from the plan.

Certification as to Part 2

I certify that

- (a) I have read Part 2 of this Form and understand it or the potential results of my executing it,
- (b) I have read the member’s retirement statement or a statement from the administrator showing the balance in his or her account and know the approximate current value of the benefit I am giving up as a result of executing this Part (Part 2) of this Form,
- (c) I am signing Part 2 of my own free will,
- (d) the member is not present while I am signing this Part,
- (e) I have obtained independent advice about the implications of signing Part 2,
- (f) I realize that
 - (i) Part 2 only gives a general description of the legal rights I have under the legislation relating to Part 2, and
 - (ii) if I wish to understand exactly what my legal rights are, I must read the legislation applicable and, if necessary, consult a professional with pension expertise,

- (g) the information that I have given in this Part is true, to the best of my knowledge, at the time when I sign this Part but, if any of that information changes before the member dies or receives or commences to receive the benefit, whichever happens first, I undertake that I will immediately notify the administrator of that change, and
- (h) I understand that I have the right to cancel this waiver I have signed in this Part (Part 2) at any time before the member dies.

Dated at _____ in the Province/Territory of _____ this ___ day of _____, 20____.

[municipality] [month] [year]

[Signature of Waiving Pension Partner]

I, _____, of _____

[name of witness] [address of witness]

do witness the signature of the pension partner who signed this Part (Part 2) of this form before me outside of the presence of the member.

[Signature of Witness to Signature of Waiving Pension Partner]

[Print Full Name of Witness]