

General Information

In the case of any conflict or inconsistency between any provision under the contract, including the related riders and addendum, and any provision under applicable pension legislation, the latter shall take precedence.

“Spouse” refers to a person who is married to a member of former member. It also refers to:

- a person not married to the member or former member but who has been cohabiting continuously with him for at least one year.

However, the definition of “spouse” as set out under applicable pension legislation applies only if this person is recognized as a “spouse or common-law partner” for the purposes of any provision of the *Income Tax Act* (Canada) respecting Registered Retirement Savings Plans (RRSPs).

Following the dissolution of marriage or any other type of conjugal relationship mentioned under applicable pension legislation, the Beneva PRRIF plan may be partitioned among any ex-spouses in accordance with this legislation and in virtue of all applicable legislation pertaining to family law, where applicable.

The fiscal year of the Beneva PRRIF must end on the 31st day of December and must not exceed twelve months.

Alteration of Plan

Beneva may not make any alteration that would reduce the rights and benefits under this plan unless:

- the alteration is required by law,
- the contractholder is entitled to a transfer of the redemption value of his Beneva PRRIF,
- Beneva has sent a notice, at least 90 days before the date as of when this right may be exercised,
- the modification complies with the requirements of the *Income Tax Act* (Canada).

Beneva may alter the contract only to the extent where it remains compliant with the altered and duly registered standard plan as mentioned previously.

Beneva will give the contractholder at least 90 days notice of a proposed amendment other than an amendment described in the preceding paragraphs.

Statements

Beneva sends the contractholder, at the beginning of each fiscal year, a statement indicating:

- the contributions invested,
- their source,
- any accrued investment income, including any gain in capital or loss in capital not realized,
- the charges debited,
- the payments made out of the Beneva PRRIF since the last statement,
- the value of the Beneva PRRIF at the beginning and the end of the period covered by the statement,
- the minimum and maximum income amount that may be paid to the contractholder as income for the fiscal year in progress.

When the total amount of the Beneva PRRIF is transferred to another financial institution, or transferred to another Beneva plan, or converted to a life annuity, Beneva sends the contractholder a statement established on the date of the transfer or conversion.

Upon the death of the contractholder, Beneva must provide to the contractholder's spouse or, failing that, to his successors a statement established at the date of death and containing the information prescribed in the applicable pension legislation.

Irregular Payments

If an amount is paid out of the contributions invested in the contractholder's Beneva PRRIF in violation of the provisions under this contract or under the pension legislation, Beneva affirms that it will, unless this payment is due to misrepresentation on the part of the contractholder, provide or ensure the provision of a pension equal in value to the pension that would have been provided had such amount not been paid out.

Prohibition Against Double Indemnity

Where the contractholder, as a result of the applicable pension legislation, obtains, in effect, a double payment or a payment as well as a continuing interest in the Beneva PRRIF, the contractholder may be liable to repay amounts to which the applicable pension legislation did not entitle him.

Source of Contributions

The only monies that may be invested in an Beneva PRRIF plan must come from:

- a Registered Pension Plan (RPP) governed by applicable pension legislation,
- a provincial pension plan in circumstances to which subsection 146(21) of the *Income Tax Act* (Canada) applies,
- an existing LIF,
- a LIRA,
- an existing LRIF,
- another PRRIF,
- a Pooled Registered Pension Plan,
- a Pooled Retirement Savings Account contract,
- a Pooled Retirement Income Account contract,
- any other plan or vehicle authorized under applicable pension legislation.

If a transfer is made directly or indirectly from a registered pension plan before the contractholder turns **age 55**, Beneva makes sure it obtains, from the contractholder or plan administrator, the contractholder's eligible retirement age under the registered pension plan from which the transferred funds originated.

For other situations, Beneva ensures that requirements regarding the prescribed age for the purchase of an Beneva PRRIF are respected. In all cases, Beneva is entitled to rely on the information provided by the contractholder or pension plan administrator with respect to the date the contractholder is entitled to begin receiving income payments out of the Beneva PRRIF.

No transfer of locked-in contributions may be made to an Beneva PRRIF without the written consent of the spouse in the manner prescribed under the pension legislation.

The method and the factors used to determine the value of the contract associated with the contractholder's Beneva PRRIF plan are established in accordance with the terms of the investment vehicles described in the appendix to this contract for the purpose of any transfer, redemption, conversion to an annuity or again for the purpose of establishing the benefit payable in the case of death, where applicable.

The contributions invested in an Beneva PRRIF, including the options offered with respect to pensions, annuities or benefits, must be determined on a basis that does not differentiate on the basis of gender.

Redemptions and Transfers

No contribution invested in the Beneva PRRIF plan may be withdrawn, commuted, surrendered, redeemed, assigned, voluntarily disposed, nor be the object of a waiver of rights, conversion or transfer other than:

- within the limits permitted under applicable pension legislation, as described in this section,
- to reduce the amount of tax otherwise payable under section X.1 of the *Income Tax Act* (Canada).

Contributions are also exempt from seizure, attachment and execution, except for payment of alimony debt which may be paid in a lump sum payment in execution of a judgment in favour of the contractholder's spouse.

Subject to applicable pension legislation and the *Income Tax Act* (Canada), the contractholder may not request the redemption or transfer of the Beneva PRRIF if the investments have not reached maturity.

Beneva is entitled to rely on the information that the contractholder provides it with when he makes the redemption or transfer request.

Beneva proceeds with payment in cash within 60 days of receipt of the duly completed request. In the case of a transfer to another financial institution, the time period is 30 days.

Any lump sums withdrawn are fully taxable in the year in which they are withdrawn.

Before the Beneva PRRIF is converted to a life annuity, the contractholder may transfer his Beneva PRRIF in whole or in part to:

- a Registered Pension Plan (RPP) subject to the provisions set out under applicable pension legislation,
- a LIRA,
- another PRRIF,
- a life annuity contract that meets the requirements of applicable pension legislation and of the *Income Tax Act* (Canada),
- a Pooled Registered Pension Plan on the conditions referred to in section 16(19) or 17(7) of the *Pooled Registered Pension Plans (Saskatchewan) Regulations*,
- any other plan or vehicle authorized under applicable pension legislation.

Before proceeding to transfer contributions from an Beneva PRRIF to another financial institution, Beneva must notify in writing the other financial institution that the contributions must remain locked in and ensure that the other financial institution accepting the transfer is subject to the legal conditions set out in applicable pension legislation.

If Beneva does not comply with these requirements and the other financial institution does not correctly administer the contract, Beneva will ensure that a pension is provided as required by the applicable legislation.

Payment of Annual Income Amount

Payment out of the Beneva PRRIF must begin:

- no later than the last day of the second fiscal year.

Within 60 days after receipt of the annual statement provided by Beneva, the contractholder will establish the amount of income to be paid during the current year. If the contractholder does not give instructions or if the instructions are not in accordance with applicable pension legislation or the *Income Tax Act* (Canada), then Beneva shall pay the minimum income amount required under the *Income Tax Act* (Canada).

The amount of income paid out of the Beneva PRRIF during a fiscal year must not

- be less than the minimum amount prescribed for registered retirement income funds under the *Income Tax Act* (Canada).

The amount of income that may be paid during a fiscal year is not subject to a maximum.

Conversion to Annuity

Unless it has been previously transferred, or redeemed, the Beneva PRRIF plan may be converted to a life annuity guaranteed by an insurer, compliant with section 34 of the *Pension Benefits Act*, for the duration of the contractholder's life or his life and his spouse's life. Subject to the terms of the Annuity Contract and Retirement Plan Riders, the Beneva PRRIF may be converted at any time to a life annuity.

Annuity payments must be in the form of equal payments, except if each amount payable is uniformly increased by reason of an index or a rate permitted under the *Income Tax Act* (Canada) or a rate provided for in the contract. Annuity payments may also be uniformly modified by reason of:

- a seizure effected on the rights of the contractholder,
- a redetermination of the contractholder's pension,
- partition of the contractholder's rights with the spouse,
- payment of a temporary pension under the conditions provided for under pension legislation where applicable, or
- any other option set out under applicable pension legislation and in compliance with the *Income Tax Act* (Canada).

Subject to applicable pension legislation and the *Income Tax Act* (Canada), the contractholder may not request conversion of the Beneva PRRIF to an annuity, if the investments have not reached maturity.

If the contractholder has an eligible spouse on the date that pension payments commence, the pension must be for a joint and survivor pension, unless the spouse has, before commencement of pension benefit payments to the contractholder, waived entitlement in writing. The eligible spouse may also revoke this waiver by writing to Beneva.

The amount of the joint and survivor pension payable to the eligible spouse must be equal to at least 60% of the amount that was payable to the contractholder prior to his death, taking into account any adjustments permitted under applicable pension legislation.

Benefit Payable Upon Death of Contractholder

If the death of the contractholder occurs before conversion of the Beneva PRRIF to a life annuity, provided he is a member or former member, the spouse is entitled to a benefit payable upon the death of the contractholder and has precedence over any beneficiary or the estate of the contractholder in conformity with applicable pension legislation, unless the spouse had previously waived such entitlement. The spouse must survive the contractholder by at least **30 days**.

If there is no eligible spouse, or if this latter does not survive the contractholder by at least 30 days, or if he has waived entitlement to the death benefit in accordance with this same legislation, the value of the Beneva PRRIF shall be paid in a lump sum, periodic installments or any other settlement method available at the time of the claim to the designated beneficiary(ies), or in the absence of any such beneficiary, to the estate of the contractholder.

The contractholder's spouse may cease to be entitled to the death benefit upon:

- separation from bed and board,
- divorce,
- annulment of marriage or,
- in the case of unmarried spouses, on the date cessation of the conjugal relationship occurs.