

For your future"

## Retirement Income Fund Endorsement For Locked-In Newfoundland & Labrador Pension Fund Transferred to a LIF

Upon receipt of locked-in money, The Manufacturers Life Insurance Company further declares as follows:

This Endorsement forms a part of retirement income fund policy number

Owner		

- In this Endorsement, "Manulife Financial" refers to The Manufacturers Life Insurance Company. The words "Pension Act" mean the Newfoundland Pension Benefits Act, 1997, and the word "Regulations" means the regulations made under the Pension Act that meet the requirements of Directive No. 5. The words "Tax Act" mean the Income Tax Act (Canada). The word "fund" refers to the retirement income fund indicated above to which this Endorsement is attached.
- 2. For purposes of this Endorsement, the words "principal beneficiary", "cohabiting partner", "spouse" life annuity" and "pension plan" have the same meanings as are respectively given to these words in section 2 of the Pension Act and Regulations that meet the requirements of Directive No. 5, and the words "life income fund" (LIF), "locked-in retirement account" (LIRA) and "locked-in retirement income fund" (LRIF) have the same meanings as are respectively given to these words in section 2 of the Regulation and the words "owner" and "list" have the same meaning as given under Directive No. 5 of the Act.

Notwithstanding anything to the contrary contained in this plan, including any endorsements forming a part of it, for the purposes of any provisions of the Income Tax Act (Canada) respecting Registered Retirement Income Funds ("RRIF"s) and Registered Pension Plans, the word "spouse" or "principal beneficiary" as defined in the Regulations does not include any person who is not recognized as a spouse or common law partner under the Income Tax Act (Canada) and paragraph 1(g) of Directive No. 5.

- Subject to paragraph 4 below, while this fund remains in force, the owner may transfer all or part of the money in the fund
  - (a) to another life income fund,
  - (b) to a locked-in retirement income fund,
  - (c) for the purchase of an immediate life annuity that will not commence before the owner attains the age of 55 or the earliest date on which the owner could receive a pension benefit under the Pension Act or the originating plan from which the money was transferred) as stipulated in paragraph 60(I) of the Tax Act and that meets the requirements of paragraph 1(d) and 12 (c) of the Directive No. 5, or
  - (d) before the latest maturity date for Registered Retirement Savings Plans as specified under the Tax Act, to a locked-in retirement account.

Manulife Financial will make this transfer not more than 30 days after it receives the owner's request for the transfer.

Any withdrawal fees specified in the fund will be applicable at the time of the transfer.

4. If this fund is in force on December 31 of the year in which the owner attains the age of 80 years, the money in the fund will be used on that date to purchase an immediate life annuity as stipulated in paragraph 60(I) of the Tax Act and that meets the requirements of Directive No. 6.

The owner may use all or part of the money in the fund to purchase such an immediate life annuity at any time prior to that date.

Any withdrawal fees specified in the fund will be applicable at the time of the purchase.

- 5. If the owner of this plan dies while this plan is in force, the locked-in money in the plan will be paid in a lump sum to the surviving principal beneficiary of the owner if there is one at the date of death. If there is no surviving principal beneficiary or where the surviving principal beneficiary had waived entitlement in the form and manner required by the Superintendent, the money will be paid in a lump sum to the designated beneficiary, if any, otherwise to the estate of the owner of this plan. Where the owner is not a former member, the full value of the contract shall be paid to the designated beneficiary or, where there is no beneficiary, to the owner's estate.
- Notwithstanding paragraph 9 below, at the discretion of Manulife Financial, a lump sum payment or a series of payments may be made to the owner where a physician certifies that due to a mental or physical disability, the life expectancy of the owner is likely to be shortened considerably or where the owner has reached the earlier of age 55 or the earliest date on which the owner would have been entitled to receive a pension benefit under the plan from which money was transferred, and the value of the owner's assets in all LIRAs, LIFs and LRIFs governed by the Act is less than 40 percent of the YMPE for that calendar year. The payment(s) may be made where the owner is a former member of a pension plan, accompanied by a waiver of the principal beneficiary of the former member of joint and survivor pension entitlement, in the form and manner required by the Superintendent. Application must be made on a form approved by the Superintendent.
- Each fiscal year of the fund ends on December 31 and will not exceed 12 months.
- Under the terms of the fund, the owner will be paid an income, which will continue as long as the fund remains in force.

The income will commence no earlier than the earliest date on which the owner would have been entitled to receive pension benefits under any pension plan from which money was transferred into this fund or age 55, whichever is earlier.

The income will commence no later than the latest normal retirement date under any pension plan from which money was transferred into this fund, as provided by the pension plan's administrator. If information regarding the normal retirement date is not provided, the normal retirement date will be deemed to be the latest maturity date for Registered Retirement Savings Plans, as specified under the Tax Act.

The income will commence no later than the last day of the second fiscal year of the fund.

- 9. The total of all income payments and cash withdrawals made out of the fund during a fiscal year will not be less than the LIF Minimum nor more than the LIF Maximum, as set out in paragraph 10 below. Subject to these minimum and maximum amounts, the owner may elect the amount of each income payment, and if no election is made, payments are made in accordance with the provisions of the fund.
- 10. For any fiscal year, the LIF Minimum is equal to the greater of the RIF minimum amount as defined by the Tax Act, or the LIF minimum amount as defined by the Pension Act, and will not exceed the Maximum as set out in this paragraph. Subject to paragraphs 12 to 14 below, M (maximum) = C/F, where

C = the balance in the Fund at the beginning of the fiscal year, and

F = the value, at the beginning of the fiscal year, of a pension of which the annuity payment is \$1 payable at the beginning of each fiscal year between that date and the 31st date of December of the year in which the purchaser reaches ninety years of age.

- 11. The value F in paragraph 10 is calculated as follows:
  - (i) the amount "F" must be established at the beginning of each fiscal year of the Fund using an interest rate of not more than 6%:
  - (ii)for the fifteen years after the date of the valuation, the value of the pension may be determined by using a percentage that is greater than 6% and less than or equal to the percentage obtained on long-term bonds issued by the Government of Canada for the month of November preceding the date of the valuation, as compiled by Statistics Canada and published in the Bank of Canada Review under identification number B-14013 in the CANSIM System.
- 12. Notwithstanding paragraph 10, the owner is entitled to receive additional temporary income if the owner has not reached his or her 65th birthday at the beginning of the fiscal year in which he or she makes the application on a form approved by the Superintendent, where the owner is a former member of a pension plan, accompanied by the written consent of the principal beneficiary of the former member and if the total pension income received by the owner for the calendar year in which the application is made is less than 40%

of the YMPE. The Maximum Temporary Income = A - B in which:

A = 40% of the YMPE under the CPP for the calendar year in which an application is made.

B = the total pension income to be received by the owner for the calendar year in which the application is made from all LIF's, LRIF's, Life Annuities and pension plans governed by Newfoundland pension benefits legislation or established by or governed by an Act of Canada or a Province, except income from a pension under the Canada Pension Plan.

- 13. The amount of the income paid out of the LIF during a fiscal year must not be less than the minimum amount prescribed for registered retirement income funds under the Income Tax Act (Canada).
- 14. For the initial year of the Fund, the maximum, as referred to in paragraph 10, 12 above, shall be adjusted in proportion to the number of months in that fiscal year divided by 12, with any part of an incomplete month counting as one month.
- 15. If a part of the Fund purchased at the beginning of a fiscal year corresponds to sums transferred directly or indirectly during the same year from another LIF or an LRIF of the purchaser, the maximum, as referred to in paragraph 10 and 12 above, shall be deemed to be zero except for the extent that the Income Tax Act (Canada) requires the payment of a higher amount.
- 16. Before transferring money to another financial institution, Manulife will ensure that adequate funds are withheld to satisfy the minimum payment required in accordance with paragraph 146.3(2)(e) of the Income Tax Act (Canada).
- 17. The money in the fund may not be assigned, charged, anticipated or given as security.
- 18. Manulife Financial will provide the statements required by section 24 of Directive 5 of the Regulations.
- 19. The rights of the owner with respect to the investment of capital are as specified in the fund.
- 20. For the purpose of a transfer, the purchase of a life annuity, or a death benefit, the method used to determine the value of the fund is as specified in the fund.
- 21. If any amendment is made to the fund, as required by legislation, that would reduce any benefits, the owner may request the transfer of the money in the fund in accordance with paragraph 3 above, before the effective date of the amendment. Manulife Financial will send the owner notice of the amendment and the period during which the transfer may be requested. The owner will receive this notice at least 90 days before the effective date of the amendment.

If any other amendment is made to the fund, Manulife Financial will notify the owner at least 90 days before the effective date of the amendment.

- Notice of any amendment will be sent by registered mail to the address of the owner according to Manulife Financial's records.
- 22. Manulife Financial affirms the provisions contained in this fund.
- 23. Notwithstanding anything to the contrary contained in the fund, the conditions of this Endorsement will take precedence over the provisions in the fund in the case of conflicting or inconsistent provisions. Future amendments to the Pension Act and the Regulations, or subsequent legislation may override this Endorsement.

THE MANUFACTURERS LIFE INSURANCE COMPANY

Dowld A. Elin

President and Chief Executive Officer

Government of Newfoundland and Labrador Department of Government Services Financial Services Regulation Division

## PRINCIPLES FOR THE SALE OF INSURANCE A Consumer Protection Document

A copy of this Document must be provided to a purchaser of insurance on delivery of the policy contract and with any renewal or cancellation notice.

- When selling an insurance policy, the client's interests take priority over the interests of insurance companies, agents, brokers and representatives.
- The product recommended must be suitable to the client's needs.
- Consumers have a right to privacy as outlined in the federal Personal Information Protection and Electronic Documents Act (PIPEDA). In general, information will be used only for the purpose for which it was collected, unless the client provides proper authorization, and except as permitted by law.
- An insurance company cannot cancel or non-renew coverage or increase a premium for an incident which results in no claim being paid.
- Consumers have a right to know the insurance companies an agent, broker or representative represents for the product being sold.
- Consumers have a right to know any conflicts or potential conflicts of interest the agent, broker or representative may have.
- Consumers have a right to know ownership and financing arrangements between agents, brokers or representatives and insurance companies they represent.
- Consumers have a right to know compensation arrangements that agents, brokers, or representatives have for the product purchased, including the amount of commission being paid for the transaction.
- Consumers have a right to know in writing why any insurance coverage has been denied, non-renewed or cancelled and any notice period required by law to cancel the policy.
- Consumers have a right to know the complaint resolution process of the insurance company.
- At point of sale or renewal an agent, broker or representative must provide the following information:
  - The full range of deductibles available and the cost of insurance applicable with each of the deductibles.
  - The various coverages available, the cost of these coverages and any discounts available.
  - The total premium of all quotations obtained for the product being sold, and, upon request, a detailed breakdown by coverage of the premiums quoted.
  - Upon request, the above information is to be provided in writing.
- For further information concerning your rights and responsibilities you may contact:

The Office of the Superintendent of Insurance

Phone - 729-2602 or 729-2623, Fax - 729-3205

E-mail – GSLInfo@gov.nl.ca , Web site – www.gs.gov.nl.ca