

**PENSION PARTNER WAIVER OF PRE-PENSION
COMMENCEMENT DEATH BENEFIT UNDER
PENSION PLAN OR LIRA**

I, _____, am a “pension partner” (as
described below) of _____,
[name] [insert name of member/former member/original owner]

(in this waiver referred to as “the original plan member”) who, at the time of my signing this waiver, is alive and has not commenced to receive a pension.

The original plan member earned benefits under _____,
[name of pension plan]

a pension plan regulated in accordance with the *Employment Pension Plans Act and Regulation* (in this waiver referred to as “the legislation”).

The money representing those benefits*

- remains in that pension plan (pension or retirement income payments not yet having commenced), or
- was transferred from that plan and is now in a LIRA.

[* Please tick the box that applies to you.]

Being the original plan member’s “pension partner” means that

- (a) I am married to the original plan 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 original plan 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 if I do not execute this waiver and the original plan member dies before any form of pension is or commences to be paid (which time is in this waiver referred to as “pension commencement”) and if I am a lawful pension partner of the deceased at his or her death, I am entitled to receive a pre-pension commencement death benefit under the legislation. That benefit,

- (a) if being paid from a pension plan, is the value of the benefit at death, and
- (b) if being paid from a LIRA, is the value of the LIRA account at death.

I understand that if I give up my pension partner right to receive any pre-pension commencement death benefit by signing this waiver, payment of that benefit will be made either to

- (a) a beneficiary (excluding myself) designated by the original plan member, or
- (b) the deceased’s estate.

