

FORM 1

(sections 72 (4), 111 (a) and 130 (a))

**SPOUSE’S WAIVER TO PERMIT BENEFITS IN A PENSION PLAN,
LOCKED-IN RETIREMENT ACCOUNT OR LIFE INCOME FUND
TO BE UNLOCKED**

WHEN TO USE THIS FORM

Form 1 is used when

- a member of a pension plan who has a spouse wishes to unlock (“withdraw”) benefits from a pension plan, or
- a former member of a pension plan who has a spouse wishes to withdraw money from a locked-in retirement account or life income fund.

Locked-in benefits or money can only be withdrawn because of shortened life expectancy, non-residency or financial hardship if the member’s/former member’s spouse waives or gives up his or her rights, by signing this form, to survivor’s benefits in relation to the amount to be withdrawn.

WHEN THIS FORM IS NOT REQUIRED

Form 1 is not required to withdraw locked-in benefits or money if the total benefit entitlement does not exceed the amount set out in the regulations under the *Pensions Benefits Standards Act*.

Form 1 is not required if section 145 of the *Family Law Act* applies to determine the rights of the member/former member and spouse when the relationship ends. Confirmation that section 145 applies must be provided to the pension plan administrator, locked-in retirement account issuer or life income fund issuer.

[Please print]

Spouse of member/former member *[see definition of “spouse” in section 1 of this form]*

Name.....

Address

Email address

Telephone

Name of member/former member

Address

Email address

Telephone

Name of pension plan holding funds/from
which funds were transferred

Address of plan administrator

Plan’s provincial registration number

[Do not complete the following section if the benefits are in the pension plan]

Name of locked-in retirement account issuer
or life income fund issuer

Address

Account number

I confirm the following:

1. I am the spouse of the member/former member. Being the member's/former member's "spouse" means
 - (a) I am married to the member/former member and have not been living separate and apart from that person for a continuous period longer than 2 years immediately preceding the date on which I sign this form, or
 - (b) I have been living with the member/former member in a marriage-like relationship for a period of at least 2 years immediately preceding the date on which I sign this form.
2. I understand that because I am the member's/former member's spouse, the *Pension Benefits Standards Act* and the regulations under that Act give me the right to receive the following survivor's benefits:
 - (a) **before pension or annuity payments start** – I have the right as beneficiary, after the member's/former member's death, to receive the member's/former member's benefits in the pension plan and any locked-in retirement account, life income fund or annuity purchased using those benefits, unless I waive or give up that right by signing Form 4 [*Spouse's Waiver of Beneficiary Right to Benefits in a Pension Plan, Locked-In Retirement Account, Life Income Fund or Annuity Before Payments Start*];
 - (b) **after pension or annuity payments start** – If the member/former member starts receiving a pension or payments from an annuity purchased using his or her benefits in a pension plan, locked-in retirement account or life income fund,
 - (i) I have the right, after the member's/former member's death to receive lifetime payments that are at least 60% of the payments that were paid to the member/former member, unless I waive or give up that right by signing Form 2 [*Spouse's Waiver of 60% Lifetime Survivor Benefit and/or Beneficiary Rights From a Pension Plan or Annuity After Payments Start*], and
 - (ii) even if I waive or give up the right to receive those lifetime payments, I still have the right as beneficiary, after the member's/former member's death, to receive any remaining benefits in the pension or annuity, unless I waive or give up that right by signing Form 2 [*Spouse's Waiver of 60% Lifetime Survivor Benefit and/or Beneficiary Rights From a Pension Plan or Annuity After Payments Start*].
3. I understand that signing this form does not affect
 - (a) the rights I have under the *Pension Benefits Standards Act* set out in section 2 of this form, with respect to any amount that is not withdrawn, unless I waive or give up those rights, or
 - (b) any rights I may have as a result of a breakdown of the relationship between me and the member/former member.
4. I understand that
 - (a) my survivor's benefits may have substantial value and may be important to provide me with income in my old age,
 - (b) the member/former member cannot withdraw the member's/former member's benefits from a pension plan, locked-in retirement account or life income fund unless I waive or give up the right, by signing this form, to all survivor's benefits from the amount to be withdrawn,
 - (c) the amount that is withdrawn will not be available to me, either indirectly, from pension or annuity payments paid to the member/former member, or directly, from survivor's benefits payable after the member's/former member's death, and
 - (d) if the member/former member withdraws **all** of his or her benefits, I will receive **no** survivor's benefits.
5. I have read this form and understand it.
6. I have reviewed current statements of the member's/former member's benefit entitlement provided by the pension plan administrator, locked-in retirement account issuer or life income fund issuer.

