

chapter R-15.1, r. 6

Regulation respecting supplemental pension plans

Supplemental Pension Plans Act

(chapter R-15.1, ss. 244, subpars. 1, 2, 4, 6 to 8, 10, 11, 13, 14 and 312).



The fees prescribed in the Regulation have been indexed as of 31 December 2023 pursuant to the notice published in Part 1 (French) of the Gazette officielle du Québec of 4 November 2023, page 712. (ss. 13, 13.0.1, 13.0.3)

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DIVISION I

REGISTRATION, NOTICES AND REPORTS

O.C. 1158-90, Div. I; O.C. 1183-2017, s. 1.

§ 1. — *Application for registration*

O.C. 1183-2017, s. 2.

1. An application for registration of a pension plan must, in addition to the documents and information required under the second paragraph of section 24 and the second paragraph of section 146.56 of the Supplemental Pension Plans Act (chapter R-15.1), contain the following information:

(1) the name of each employer party to the plan and the nature of the enterprise of the principal employer party to the plan;

(2) the name of the plan and the date on which it becomes effective;

(3) a list of any other plans to which an employer referred to in subparagraph 1 is required to contribute;

(4) *(subparagraph revoked)*;

(5) *(subparagraph revoked)*;

(6) with respect to the active members:

(a) the number of those exercising included employment within the meaning of section 4 of the Pension Benefits Standards Act (R.S.C. 1985, c. 32 (2nd Suppl.)), distributed by sex;

(b) the number of active members working outside Canada, distributed by sex;

(c) the number of the other active members, distributed by sex and, according to the place where the work is carried out, by Canadian province and territory;

(6.1) with respect to the non-active members and beneficiaries:

(a) their total number;

(b) the number of those among them who are referred to in section 12;

(7) the date of the end of the fiscal year of the plan;

(8) *(subparagraph revoked)*;

(9) the name and office address of the signatory of the application;

(10) *(subparagraph revoked)*;

The signatory of the application must certify:

(1) that he is the administrator of the plan or that he is authorized to act on the administrator's behalf;

(2) that the person who certified the copy of the plan that accompanies the application to be a true copy is qualified to do so;

- (3) that the information contained in the application is exact to the best of his knowledge.

O.C. 1158-90, s. 1; O.C. 173-2002, s. 1; O.C. 308-2022, s. 1.

1.1. A simplified pension plan, governed by Division IV of the Regulation respecting the exemption of certain categories of pension plans from the application of provisions of the Supplemental Pension Plans Act (chapter R-15.1, r. 7), prescribes, on the one hand, the registration of the provisions applicable to all the employers that are parties to the plan in accordance with this section and, on the other hand, the registration of an amendment to the plan for the provisions specific to each employer in accordance with section 2.1.

An application for the registration of the provisions applicable to all the employers that are parties to the plan must contain the following information, in addition to the documents and information required under subparagraphs 1, 6 and 7 of the second paragraph of section 24 of the Act:

- (1) the name of the plan, the name of the financial institution that administers it, the address of its head office and, where applicable, the address of its principal establishment in Québec;
- (2) the effective date of those provisions and the number of active plan members on that date;
- (3) the name and office address of the signatory of the application.

The application must also contain an attestation by the signatory that:

- (1) the financial institution that administers the plan has obtained the employer's written acknowledgement of the obligations incumbent upon it under the plan;
- (2) the financial institution has obtained the employer's and the employees' association's written acknowledgement of the fact that the provisions to be registered correspond to what they agreed upon, where the employer has delegated powers to the association relating to the plan under the terms of an agreement referred to in paragraph 27 of section 10 of the Regulation respecting the exemption of certain categories of pension plans from the application of provisions of the Supplemental Pension Plans Act;
- (3) the signatory is authorized to prepare and sign that application on behalf of that financial institution;
- (4) the person who certified the copy of the plan that accompanies the application to be a true copy is qualified to do so;
- (5) the information contained in the application are exact to the best of his knowledge.

O.C. 658-94, s. 1; O.C. 173-2002, s. 2; O.C. 1073-2009, s. 50.

2. An application for registration of an amendment to a pension plan must, in addition to the documents and information required under the second paragraph of section 24 and the second paragraph of section 146.56 of the Act, contain the following information:

- (1) the name of the plan and the number assigned to it by Retraite Québec;
- (2) the object of the amendment and the date on which it becomes effective;
 - (2.1) if the amendment concerns the contribution to be paid as defined-contribution provisions under a defined-benefit plan or a target-benefit plan and unless the contributions resulting therefrom are indicated in an actuarial valuation report sent to Retraite Québec, member and employer contributions to be paid for that reason as of the effective date of the amendment for all or part of each fiscal year covered by the most recent actuarial valuation of the plan for which the report was sent to Retraite Québec;
- (3) where the amendment has the effect of reducing the benefits of members or beneficiaries, as the case may be:

(a) the date on which the collective agreement, arbitration award in lieu thereof, or order or decree making that amendment or rendering it compulsory becomes effective;

(b) the date of sending of the notice prescribed in the first paragraph of section 26 of the Act;

(4) the name and office address of the signatory of the application;

(5) a copy of the pertinent part of any collective agreement, arbitration award, order or decree under which the amendment was made.

The signatory of the application must certify:

(1) that he is the administrator of the plan or is authorized to act on the administrator's behalf;

(2) that the person who certified the copy of the amendment that accompanies the application to be a true copy is qualified to do so;

(3) that the information contained in the application is exact to the best of his knowledge.

O.C. 1158-90, s. 2; O.C. 173-2002, s. 3; O.C. 1107-2019, s. 1; O.C. 308-2022, s. 2.

2.1. An application for the registration of an amendment to a simplified pension plan must contain the following information, in addition to the documents and information required under subparagraphs 1, 6 and 7 of the second paragraph of section 24 of the Act:

(1) the name of the plan and the number assigned to it by Retraite Québec;

(2) the object of the amendment and its effective date and, where the amendment has the effect of reducing the benefits of members or beneficiaries, as the case may be:

(a) the date on which the collective agreement establishing the amendment was signed;

(b) the effective date of the arbitration award standing in lieu of a collective agreement or the effective date of the decree or order rendering the amendment compulsory;

(c) the date of sending of the notice provided for in the first paragraph of section 26 of the Act;

(3) in the case of the provisions specific to an employer and to members working for that employer, the name of the employer;

(4) the name and office address of the signatory of the application.

The application must also contain the attestation provided for in the third paragraph of section 1.1, adapted as required to take into account the fact that the application concerns an amendment to the plan.

O.C. 658-94, s. 2; O.C. 173-2002, s. 4.

3. *(Revoked).*

O.C. 1158-90, s. 3; O.C. 173-2002, s. 5.

§ 2. — *Notices*

O.C. 1183-2017, s. 3.

3.1. The notice that the pension committee must send Retraite Québec under section 119.1 of the Act shall contain the following information:

- (1) the name of the plan and the number assigned to it by Retraite Québec;
- (2) the date of the end of the plan's last fiscal year;
- (3) the degree of solvency of the plan as at that date.

O.C. 608-2016, s. 1.

3.2. The notice must be accompanied with a document, prepared by an actuary, containing the following information:

- (1) the data, assumptions and methods used to determine the financial position of the plan on a solvency basis;
- (2) a certification of the actuary certifying the plan's degree of solvency at the end of the plan's last fiscal year;
- (3) the name of the signatory, his professional title, the name and address of his office and the date of signing.

O.C. 608-2016, s. 1.

§ 3. — *Actuarial valuation report*

O.C. 1183-2017, s. 4.

General provisions

4. Any actuarial valuation report referred to in section 120 of the Act must contain the following information:

- (1) the name of the plan and the number assigned to it by Retraite Québec;
- (2) the date of the actuarial valuation;
- (3) the name of the signatory, the signatory's professional title, the name and address of the signatory's office and the date of signing.

Unless otherwise indicated, the provisions of this subdivision are applied using a funding basis.

O.C. 1158-90, s. 4; O.C. 173-2002, s. 6; O.C. 1073-2009, s. 1; O.C. 978-2011, s. 1; O.C. 800-2015, s. 1; O.C. 1183-2017, s. 4.

4.1. *(Replaced).*

O.C. 1073-2009, s. 1; O.C. 1183-2017, s. 4.

4.2. *(Replaced).*

O.C. 1073-2009, s. 1; O.C. 1183-2017, s. 4.

4.3. *(Replaced).*

O.C. 1073-2009, s. 1; O.C. 1183-2017, s. 4.

4.4. *(Replaced).*

O.C. 1073-2009, s. 1; O.C. 1183-2017, s. 4.

4.5. *(Replaced).*

O.C. 1073-2009, s. 1; O.C. 1183-2017, s. 4.

4.6. *(Replaced).*

O.C. 1073-2009, s. 1; O.C. 1183-2017, s. 4.

Complete actuarial valuation

5. The report on a complete actuarial valuation shall contain the information and statements of the actuary provided for in Section 3260 of the Standards of Practice of the Canadian Institute of Actuaries, those provided for under sections 6 to 9 and, where applicable, under sections 9.1 to 11.1 and 11.3, as well as the following information:

(1) the number of active members, the number of non-active members to whom no pension is being paid and the number of the other non-active members and beneficiaries whose benefits are covered by the actuarial valuation apportioned, if applicable, according to whether their benefits are accumulated under defined-contribution provisions, target-benefit provisions or defined-benefit provisions, or under a combination of those types of provisions;

(2) a summary of the provisions of the plan that must be taken into account for the purposes of the valuation, including those bearing on contributions, normal retirement age, conditions to be met to be entitled to an early retirement pension, the pension indexation formula, assumptions used in accordance with the second paragraph of section 61 of the Act and the refunds and benefits payable under the pension plan;

(2.1) in the case of a target-benefit plan, a summary of the provisions of the plan that must be taken into account for the purposes of the valuation, regarding the recovery measures, their objective and the conditions and procedure for applying them, the conditions and procedure for restoring benefits that have been reduced and the conditions and procedure for appropriating surplus assets;

(3) the value of the plan's assets, and the actuarial assumptions and methods used to determine that value;

(4) the value of the plan's liabilities distributed among the group of active members of the plan, the group of non-active members to whom no pension is paid and the group of the other non-active members and beneficiaries, and the actuarial assumptions and methods used to determine the value;

(5) the plan's funding ratio.

O.C. 1158-90, s. 5; O.C. 568-91, s. 1; O.C. 173-2002, s. 7; O.C. 1073-2009, s. 2; O.C. 1183-2017, s. 4; O.C. 1107-2019, s. 2; O.C. 308-2022, s. 3.

5.1. *(Replaced).*

O.C. 1073-2009, s. 2; O.C. 1183-2017, s. 4.

5.2. *(Replaced).*

O.C. 1073-2009, s. 2; O.C. 1183-2017, s. 4.

5.3. *(Replaced).*

O.C. 1073-2009, s. 2; O.C. 1183-2017, s. 4.

5.4. *(Replaced).*

O.C. 1073-2009, s. 2; O.C. 1183-2017, s. 4.

6. The report must also contain the following financial information:

(1) the current service contribution projected for the fiscal year or the part of the fiscal year immediately following the actuarial valuation and, in the case of a target-benefit plan, the contribution projected for each of the following 2 fiscal years;

(2) the portion of the current service contribution that constitutes the stabilization provision referred to in section 128 of the Act;

(3) for a plan other than a target-benefit plan, the rule used to determine the current service contribution for the fiscal year or the part of the fiscal year referred to in subparagraph 1 and for the 2 subsequent fiscal years;

(4) the amounts to be paid respectively by the employer and by the members for each fiscal year or part of a fiscal year referred to in subparagraph 3 or subparagraph 1, regarding a target-benefit plan, and, for each amount in the case of a defined-benefit or target-benefit plan for which certain provisions are identical to those of a defined contribution plan, the share that must be paid for those provisions and the share that must be paid for the defined-benefit or target-benefit provisions;

(5) where the members contribute to amortization payments, the types of amortization payments to which they contribute, the portion for which they are responsible, and the amount, hourly rate or rate of the remuneration that must be paid for the purpose;

(6) the employer contribution under the plan, where it is greater than the contribution provided for in section 39 of the Act;

(7) a description of the contribution adjustments resulting from the application of the fourth paragraph of section 41 of the Act;

(8) the total amount of the letters of credit and the amount taken into account in the assets of the pension plan on a funding basis and on a solvency basis;

(9) amounts recorded pursuant to section 42.2 of the Act;

(10) the value of the portion of the assets of the plan corresponding to each value referred to in section 122.1 of the Act.

In the case of a pension plan to which Chapter X.2 of the Act applies, the report must also include a certification of the actuary that the negotiated contributions are sufficient or a mention by the actuary that the contributions are insufficient.

O.C. 1158-90, s. 6; O.C. 568-91, s. 2; O.C. 173-2002, s. 8; O.C. 1183-2017, s. 4; O.C. 1107-2019, s. 3; O.C. 308-2022, s. 4.

7. The report must contain, with regard to the stabilization provision, the following information:

(1) the target level of the stabilization provision, established in accordance with Division VI.2;

(2) the list of the categories of investments provided for in the investment policy of the plan that is in force at the date of the actuarial valuation;

(3) the target of the investment policy for each category of investment along with the acceptable deviation from its target;

(4) the percentage of the assets allocated to fixed-income securities, within the meaning of section 60.8, and to variable-yield investments;

(5) the duration of each category of fixed-income investment provided for in the investment policy, determined in accordance with the second paragraph of section 60.9;

(6) the duration of the assets, determined in accordance with the first paragraph of section 60.9;

(7) the duration of the liabilities;

(8) the proportion of assets of the plan allocated to each category of investment provided for in the investment policy.

O.C. 1158-90, s. 7; O.C. 1465-95, s. 1; O.C. 173-2002, s. 74; O.C. 1073-2009, s. 3; O.C. 1183-2017, s. 4.

7.1. *(Revoked).*

O.C. 658-94, s. 3; O.C. 1465-95, s. 2.

8. The report must contain, for each type of funding deficiency referred to in section 130 of the Act, the following information:

(1) the date of its determination as well as the date of the end of the period provided for its amortization;

(2) the monthly payments related to amortization payments required until the end of that period and their present value.

The report must also contain a description of the amendments made pursuant to section 135 of the Act to improvement unfunded actuarial liabilities indicated in the most recent report on an actuarial valuation of the plan.

O.C. 1158-90, s. 8; O.C. 1465-95, s. 2; O.C. 1183-2017, s. 4; O.C. 308-2022, s. 5.

9. The report must also contain the following information, determined on a solvency basis:

(1) the value of the plan's assets, and the actuarial assumptions and methods used to determine the value;

(2) the value of the plan's liabilities distributed among the group of active members of the plan, the group of non-active members to whom no pension is paid and the group of the other non-active members and beneficiaries, and the actuarial assumptions and methods used to determine the value;

(3) the degree of solvency of the plan;

(4) the estimated amount of the administration costs referred to in the first paragraph of section 141 of the Act;

(5) where the plan provides for obligations to which the last sentence of the first paragraph of section 142.1 of the Act applies:

(a) a description of the obligations;

(b) the scenario used by the actuary to determine the plan's liabilities and, where that scenario results in liabilities that are less than the value of the obligations arising from the plan assuming that the plan is terminated at the valuation date in such circumstances that the benefits accrued by the members must be estimated at their maximum value, the maximum value;

(6) the description of the approach used to estimate the premium referred to in section 142.3 of the Act;

(7) where applicable, the method, referred to in section 67.6.2, allowing to establish the degree of solvency of the plan according to intervals shorter than a fiscal year and the terms of the calculation of the degree of solvency provided for in the plan.

O.C. 1158-90, s. 9; Erratum, 1991 G.O. 2, 41; O.C. 568-91, s. 3; O.C. 1465-95, s. 2; O.C. 1183-2017, s. 4; O.C. 308-2022, s. 6.

9.1. The actuarial valuation report of a target-benefit plan must include a review of the sufficiency of contributions, separately for service after the valuation date and for service credited at that date.

O.C. 658-94, s. 4; O.C. 1465-95, s. 2; O.C. 308-2022, s. 7.

9.2. For the purposes of a review of the sufficiency of contributions for service after the valuation date, the report must indicate:

(1) the current service contribution required for each of the fiscal years immediately following the actuarial valuation and the portion of the current service contribution that constitutes the stabilization provision;

(2) the contributions which, according to the plan text, must be paid respectively by the employer and by the members for those 3 fiscal years;

(3) where applicable, the amount of the insufficiency of contributions relating to service.

If an insufficiency of contributions relating to service after the valuation date is shown, the report must also include:

(1) a description of the recovery measures relating to that insufficiency applied by the pension committee, in accordance with the plan text, and their effective date;

(2) taking into account these recovery measures:

(a) the current service contribution for each of the 3 fiscal years immediately following the actuarial valuation and the portion of the current service contribution that constitutes the stabilization provision;

(b) the employer contribution and the member contribution for those 3 fiscal years.

It must be certified that the contributions are sufficient for service after the valuation date.

O.C. 308-2022, s. 7.

9.3. For the purposes of the review of the sufficiency of contributions relating to service at the valuation date, after application of the provisions of the second paragraph of section 9.2, if applicable, the report must indicate:

(1) the information referred to in paragraphs 3 and 4 of section 5 and in the first paragraph of section 8;

(2) the technical amortization payment required for each of the 3 fiscal years immediately following the actuarial valuation;

(3) where applicable, the amount of the insufficiency of contributions relating to such service.

If an insufficiency of contributions relating to service credited at the valuation date is shown, the report must also include:

- (1) a description of the recovery measures relating to that insufficiency applied by the pension committee, in accordance with the plan text, and their effective date;
- (2) taking into account these recovery measures and, where applicable, those referred to in section 9.2:
 - (a) the information referred to in paragraphs 3 and 4 of section 5 and in the first paragraph of section 8;
 - (b) the technical amortization payment required for each of the 3 fiscal years immediately following the actuarial valuation;
 - (c) the employer contribution and member contribution for those 3 fiscal years;
- (3) where applicable, the reduction in the value of the benefits for the group of active members and the reduction in the value of the benefits for the group of non-active members and beneficiaries resulting from the application of recovery measures;
- (4) a certification that it meets the requirements of section 146.73 of the Act.

It must be certified that the contributions are sufficient regarding service credited at the valuation date.

O.C. 308-2022, s. 7.

9.4. If, pursuant to the plan, benefits that have been reduced must be restored, the actuarial valuation report must contain:

- (1) a description of the recovery measures applied by the pension committee, in accordance with the plan text, and their effective date;
- (2) the information referred to in paragraphs 3 to 5 of section 5, before and after the restoration of benefits;
- (3) a certification that it meets the requirements of the second paragraph of section 146.83 of the Act.

O.C. 308-2022, s. 7.

10. Where the actuarial valuation considers for the first time an amendment to the plan that has an impact on the plan's funding, the report must also contain a summary of the amendment, the date on which the amendment occurred, and its effective date.

If additional obligations arise due to the amendment, the report must also contain the following information:

- (1) the value of the additional obligations as well as the value of the target level of the stabilization provision with regard to the obligations;
- (2) the special improvement payment determined pursuant to section 139 of the Act, where applicable;
- (3) where applicable, the amount of the surplus assets appropriated to the payment of the value of the additional obligations;
- (4) the value, determined on a solvency basis, of the additional obligations.

Where the amendment has the effect of reducing the plan's obligations, the report must indicate the value of the reduction of the liabilities on a funding basis and on a solvency basis.

The report must also indicate the effect of the amendment, where applicable, on each piece of information required under sections 5 to 9.

In the case of a plan referred to in Chapter X.2 of the Act, the report must include a certification of the actuary that the negotiated contributions are sufficient even taking into account any additional obligations arising from the amendment, or a statement by the actuary that the contributions are insufficient.

In the case of a target-benefit plan, the report must include a certification of the actuary that the amendment does not have the effect of creating an insufficiency of contributions.

O.C. 1158-90, s. 10; O.C. 1465-96, s. 2; O.C. 1183-2017, s. 4; O.C. 308-2022, s. 8.

10.1. *(Revoked).*

O.C. 658-94, s. 5; O.C. 1465-95, s. 2.

11. Where the valuation is required under subparagraph 3 of the first paragraph of section 118 of the Act, the report must also contain the following information:

(1) for the sole purpose of gauging the effect of the purchase of annuities on plan funding, the information required under sections 5, 6, 8 and 9, without taking into account the purchase of annuities;

(2) a summary of the provisions of the plan's annuity purchasing policy taken into account for the purposes of the actuarial valuation, including the circumstances under which annuities are purchased and the selection criteria for the pensions affected by the purchase;

(3) the number of members and beneficiaries in the group affected by the purchase of annuities and a description of the main characteristics of that group;

(4) the characteristics of the annuities purchased from the insurer with the mention, where the first paragraph of section 61.0.8 is applied, that the pension committee has confirmed that it obtained the written consent of the members and beneficiaries;

(5) the amount of the premium required by the insurer or the fact that the annuities were paid by subrogating the members and beneficiaries in the rights of the pension fund, as the case may be;

(6) the amount of the special annuity purchasing payment required under section 61.0.2;

(7) the information required under sections 5, 6, 8 and 9 adjusted to take into account the purchase of annuities.

In order to take into account the purchase of annuities for the purpose of subparagraph 7 of the first paragraph, it must be assumed that the benefits were paid at the date of the valuation and the assets of the plan must, at that date, be increased by the special annuity purchasing payment required under section 61.0.2, if applicable.

O.C. 1158-90, s. 11; O.C. 1465-95, s. 2; O.C. 1183-2017, s. 4.

11.1. In the case of a valuation referred to in subparagraph 5 of the first paragraph of section 118 of the Act, the report must include the maximum amount of the surplus assets that can be used, established in accordance with section 146.7 of the Act. It must also include the amount of the surplus assets that are expected to be used and the conditions for their allocation in accordance with section 146.8 and, where applicable, section 146.9 of the Act.

In the case of a target-benefit plan, the additional information is as follows:

(1) the maximum amount of surplus assets that may be used, established in accordance with the second paragraph of section 146.9.1.2 of the Act, and the amount of surplus assets used and the procedure for appropriating surplus assets applied by the pension committee, in accordance with the plan text;

(2) the amount of surplus assets appropriated for the benefit of active members and the proportion represented by that amount in relation to the liabilities related to their benefits and the amount appropriated for the benefit of non-active members and beneficiaries and the proportion it represents in relation to the liabilities related to their benefits;

(3) the certification that it meets the requirements of section 146.9.1.5 of the Act.

O.C. 658-94, s. 6; O.C. 1465-95, s. 2; O.C. 1183-2017, s. 4; O.C. 308-2022, s. 9.

Partial actuarial valuation

11.2. The report on a partial actuarial valuation must contain the financial information provided for in the first paragraph of section 6.

Where the actuarial valuation considers for the first time an amendment to the plan that has an impact on the plan's funding, the report must also contain

(1) the effect of the amendment, where applicable, on the information referred to in paragraphs 1 and 2 of section 5;

(2) the information referred to in the first paragraph of section 8 that is related to each improvement unfunded actuarial liability determined in accordance with section 134 of the Act;

(3) the target level of the stabilization provision determined as at the date of the most recent actuarial valuation of the plan;

(4) the information referred to in section 10 but not including the information referred to in the fourth paragraph of that section, accompanied with the actuary's certification that, on a funding basis, the value of the additional obligations arising from the amendment was determined using the same actuarial assumptions and methods as those used during the most recent complete actuarial valuation of the plan, unless those assumptions and methods are not appropriate to the nature of the amendment;

(5) the actuary's certification that the funding level of the plan before the amendment is, as the case may be, less than, equal to or greater than 90%;

(6) the degree of solvency of the plan.

Where a valuation is referred to in subparagraph 3 of the first paragraph of section 118 of the Act, the report must also contain:

(1) for the sole purpose of gaging the effect of the purchase of annuities on plan funding, the information required under the first paragraph, established without taking into account the purchase of annuities;

(1.1) the information referred to in section 7, determined in accordance with the second paragraph of section 11;

(2) the information referred to in section 8 and in subparagraphs 2 to 6 of the first paragraph of section 11;

(3) for the sole purpose of determining whether a special annuity purchasing payment must be paid in accordance with section 61.0.2, the degree of solvency of the plan as at the date of the valuation, established without taking into account the purchase of annuities;

(4) the degree of funding of the plan as at the date of the valuation, established without taking into account the purchase of annuities;

(5) the degree of funding and the degree of solvency of the plan established taking into account the purchase of annuities in accordance with the second paragraph of section 11;

(6) the effect of the purchase of annuities on each piece of information required under the first paragraph, determined in accordance with the second paragraph of section 11.

Where the valuation is referred to under subparagraph 5 of the first paragraph of section 118 of the Act, the report must also contain the target level of the stabilization provision determined as at the date of the most recent actuarial valuation of the plan and the information required under section 11.1, accompanied with the certification referred to in section 146.7 of the Act.

O.C. 1183-2017, s. 4; O.C. 1107-2019, s. 4.

Special measures

11.3. A report relating to an actuarial valuation of the plan at a date that is prior to 1 January 2019 must include, where the measures provided for under section 318.4 of the Act are used:

(1) the amount of the employer amortization payments determined in accordance with the Act as it read on 31 December 2015, taking into account any instruction referred to in the third paragraph of that section;

(2) the sum of the employer amortization payments and employer current service stabilization contribution determined in accordance with the rules set forth in the Act as of 1 January 2016;

(3) the proportion of the difference between the amounts provided for under paragraphs 2 and 1 that is required for the fiscal year;

(4) the portion of the stabilization amortization payment that can be paid using a letter of credit.

O.C. 1183-2017, s. 4.

DIVISION II

REQUIRED FEES

O.C. 1158-90, Div. II; O.C. 308-2022, s. 10.

12. For the purposes of paragraphs 2, 3 and 4 of sections 13.0.1, 13.0.2 and 13.0.3, only members and beneficiaries in respect of whom Retraite Québec may exercise the powers granted to it by the Act or an act of delegation shall be taken into consideration.

O.C. 1158-90, s. 12; O.C. 173-2002, s. 9.

13. The following applications for registration shall, at the time they are filed with Retraite Québec, be accompanied with the fees indicated with respect thereto:

(1) an application concerning a standard contract for a life income fund referred to in section 19 or a locked-in retirement account referred to in section 29: \$1,000;

(2) an application concerning a simplified pension plan referred to in Division IV of the Regulation respecting the exemption of certain categories of pension plans from the application of provisions of the

Supplemental Pension Plans Act (chapter R-15.1, r. 7), with respect to the provisions common to all the employers party to the plan: \$1,500;

(3) an application concerning a pension plan that is not referred to in paragraph 2 or 4: \$250 or, in the case of a plan to which chapter X of the Act applies: \$500, to which shall be added \$12.25 for each plan member or beneficiary on the date of the application, to a maximum of \$175,000;

(4) an application concerning a flexible pension plan referred to in Division VII of the Regulation respecting the exemption of certain categories of pension plans from the application of provisions of the Supplemental Pension Plans Act: \$1,000 plus fees calculated in accordance with paragraph 3;

(5) an application concerning an amendment to a pension plan referred to in section 31 of the Regulation respecting the exemption of certain categories of pension plans from the application of provisions of the Supplemental Pension Plans Act: \$1,000.

O.C. 1158-90, s. 13; O.C. 1895-93, s. 1; O.C. 658-94, s. 7; O.C. 173-2002, s. 9; O.C. 1073-2009, s. 50; O.C. 500-2014, s. 1; O.C. 1107-2019, s. 5.

13.0.1. The annual statement provided for in section 161 of the Act shall, when transmitted to Retraite Québec, be accompanied with fees determined as follows: \$250 or in the case of a plan to which chapter X of the Act applies: \$500, to which shall be added \$12.25 for each plan member or beneficiary on the ending date of the fiscal year to which the statement pertains, to a maximum of \$175,000.

However, where the annual statement concerns a simplified pension plan, the fees are determined as follows: \$1,000 plus \$6 for each active plan member on the ending date of the fiscal year to which the statement pertains.

O.C. 173-2002, s. 9; O.C. 500-2014, s. 2; O.C. 1107-2019, s. 6.

13.0.2. From 31 December 2002, the amount payable for an active member or for a member or beneficiary under paragraph 3 or 4 of section 13 or pursuant to section 13.0.1 shall be adjusted on 31 December of each year by multiplying the amount payable before that date by the ratio that the average, for the 12-month period ending on 30 June of the current year, of the average weekly salaries and wages for the Industrial Composite in Canada for each of the months comprised in that period, as published by Statistics Canada pursuant to the Statistics Act (R.S.C. 1985, c. S-19) bears to the average, for the 12-month period ending at the end of June of the year immediately preceding the current year, of the average weekly salaries and wages for the Industrial Composite in Canada, as published by Statistics Canada pursuant to the Statistics Act. The product of the multiplication shall be increased or decreased to the next multiple of \$0.05.

The amount thus determined may not be less than the amount that was payable before the adjustment.

Retraite Québec gives public notice of the result of the adjustment made under this section in Part 1 of the *Gazette officielle du Québec* and, if Retraite Québec considers it expedient, by any other means.

The adjustment provided for in the first paragraph applies to any annual statement pertaining to a fiscal year ending during the 12-month period for which the adjustment is made.

O.C. 173-2002, s. 9; O.C. 500-2014, s. 3.

13.0.3. The termination report referred to in section 207.2 of the Act shall, when it is transmitted to Retraite Québec, be accompanied with fees determined as follows: \$250 or, in the case of a plan to which chapter X of the Act applies, \$500, plus, for each plan member and beneficiary on the date which precedes the termination date, an amount equal to twice the amount set for a member or beneficiary under paragraph 3 of section 13 and section 13.0.2 for the period in which the plan is terminated, to a maximum of \$175,000.

The termination report provided for in paragraph 2 of section 15 of the Regulation respecting the exemption of certain categories of pension plans from the application of provisions of the Supplemental Pension Plans Act (chapter R-15.1, r. 7), shall when it is submitted to Retraite Québec, be accompanied by fees of \$1,000.

O.C. 173-2002, s. 9; O.C. 1073-2009, s. 50; O.C. 1107-2019, s. 7.

13.0.4. The upper limits of the fees provided for in paragraph 3 of section 13, the first paragraph of section 13.0.1 and the first paragraph of section 13.0.3 are adjusted on 31 December of each year according to the method provided for in section 13.0.2. The product of the multiplication is rounded off to the nearest multiple of \$1,000.

The second and third paragraphs of section 13.0.2, and the fourth paragraph of that section regarding the limit provided for in section 13.0.1, apply to the limits thus determined.

O.C. 1107-2019, s. 8.

13.1. *(Revoked).*

O.C. 1895-93, s. 2; O.C. 173-2002, s. 10; O.C. 308-2022, s. 11.

14. In the event of failure to produce a document referred to in section 13.0.1 or 13.0.3, additional fees equal to 10% of the fees initially due pursuant to the relevant provision must be paid for each complete month of delay, to a maximum of the fees initially due.

In the event of failure to pay the fees that must accompany a document referred to in the first paragraph, additional fees equal to 10% of the unpaid balance at the expiry of the time allotted for submitting the document to Retraite Québec must be paid for each complete month of delay, to a maximum of the said balance.

No additional fee is due pursuant to the second paragraph with respect to a month for which additional fees must be paid in application of the first paragraph. Moreover, in the event of failure to submit a termination report or failure to pay the fees that must accompany it, no additional fee is due with respect to a period prior to the latest of the following dates:

- (1) the date of expiry of the time allotted in section 207.2 of the Act;
- (2) the date that falls 90 days after the date of the plan's termination.

In the event of failure to produce the notice required under section 119.1 of the Act, the report referred to in section 120 of the Act, barring the report on the actuarial valuation referred to in subparagraph 1 of the first paragraph of section 118 of the Act, or a document that must accompany the report, additional fees equal to 20% of the fees calculated in the manner prescribed by section 13.0.1 taking into account the number of members and beneficiaries indicated in the annual statement of information related to the last fiscal year of the plan, must be paid to Retraite Québec for each complete month of delay, up to the amount of the latter fees. No additional fee is due with regard to the notice required by section 119.1 of the Act where the report on an actuarial valuation that meets the requirements provided for in that section is produced. In addition, no additional fee is due regarding the report on an actuarial valuation required under subparagraph 2 of the first paragraph of section 118 of the Act if it ceases to be required by reason of the production of the report on a complete actuarial valuation of the plan at an earlier date that has the effect of requiring the production of the notice referred to in section 119.1 of the Act.

O.C. 1158-90, s. 14; O.C. 1681-97, s. 1; O.C. 173-2002, s. 11; O.C. 1073-2009, s. 4; O.C. 1183-2017, s. 5; O.C. 1107-2019, s. 9.

14.1. A financial institution shall pay Retraite Québec, before 31 December of each year, fees of \$250 for each standard contract for a life income fund or locked-in retirement account registered in its name. In case of

failure to pay, additional fees equal to 10% of the balance owing at that date shall be paid to Retraite Québec, up to the amount of the latter fees.

O.C. 1681-97, s. 2; O.C. 173-2002, s. 12; O.C. 1107-2019, s. 10.

15. Any communication referred to in section 165 of the Act and concerning untraceable members or beneficiaries must be accompanied by payment of a fee of \$20 for each name mentioned therein.

O.C. 1158-90, s. 15; O.C. 173-2002, s. 13.

DIVISION II.0.0.1

LETTER OF CREDIT

O.C. 1073-2009, s. 5.

15.0.0.1. The letter of credit referred to in section 42.1 of the Act is an irrevocable standby letter of credit. It is established in accordance with form 3.

Despite any stipulation to the contrary, such a letter of credit is subject to the statutes of Québec and is governed by the International Standby Practices, 1998 (ICC, N°. 590) insofar as those practices are compatible with the provisions of this Regulation.

O.C. 1073-2009, s. 5.

15.0.0.2. The letter of credit must be issued by a financial institution that meets the following requirements:

(1) it is authorized to issue letters of credit in Québec or elsewhere in Canada where an agreement referred to in section 249 of the Act applies;

(2) any of the following credit rating organizations gives it the rating indicated on the same line as the organization's name in the following table, or a higher rating:

Credit rating organization	Rating
DBRS	A
Fitch Ratings	A
Moody's Investors Service	A2
Standard & Poor's	A

O.C. 1073-2009, s. 5; O.C. 1183-2017, s. 6.

15.0.0.3. The date of expiry of the letter of credit must correspond to the date of the end of a fiscal year of the pension plan.

O.C. 1073-2009, s. 5.

15.0.0.4. The pension committee must, at the written request of the employer, agree to reduce the amount of the letter of credit in the following cases:

(1) the employer pays to the pension fund an amount at least equal to the amount of the reduction requested;

(2) the following conditions are met:

(a) the report on the last actuarial valuation of the plan shows that, on a funding basis, the assets, alone or increased by the amount by which the letter of credit exceeds the amount taken into account pursuant to section 122.2 of the Act, are greater than the liabilities of the plan increased by the value of the target level of the stabilization provision plus five percentage points;

(b) the report on the last actuarial valuation of the plan or, if the notice referred to in section 119.1 is more recent and shows a degree of solvency that is less than the one established in the actuarial valuation, the notice showing that, on a solvency basis, the assets of the plan, alone or increased by the amount by which the letter of credit exceeds the amount taken into account pursuant to section 122.2 of the Act, are greater than 105% of the liabilities of the plan.

The assets and liabilities of the plan must be adjusted to take into account the use of any surplus assets since the last actuarial valuation of the plan or any expected use thereof until the next actuarial valuation, as well as any expected payment of benefits during the fiscal year of the plan in accordance with the plan's annuity purchasing policy.

O.C. 1073-2009, s. 5; O.C. 1183-2017, s. 7.

15.0.0.5. Where the amount of the letters of credit exceeds the maximum amount that can be taken into account pursuant to section 122.2 of the Act, the reduction provided for in subparagraph 2 of the first paragraph of section 15.0.0.4 may not be greater than the lesser of the following amounts:

(1) the lesser of:

(a) the amount by which the letters of credit exceed the maximum on a funding basis;

(b) the amount by which the letters of credit exceed the maximum on a solvency basis;

(2) the amount by which, on a funding basis, the total assets of the plan and the surplus amount of the letters of credit established in accordance with subparagraph *a* of subparagraph 1 of the first paragraph exceed the liabilities of the plan plus the value of the target level of the stabilization provision increased by five percentage points;

(3) the amount by which, on a solvency basis, the total assets of the plan and the surplus amount of the letters of credit established in accordance with subparagraph *b* of subparagraph 1 of the first paragraph exceed 105% of the liabilities of the plan.

The amounts referred to in subparagraph *b* of subparagraph 1 and subparagraph 3 of the first paragraph are established using the most recent notice referred to in section 119.1 of the Act where it is more recent than the latest report on the actuarial valuation of the plan and contains a certification that the degree of solvency is less than the one established in the actuarial valuation.

O.C. 1073-2009, s. 5; O.C. 1183-2017, s. 8.

15.0.0.6. Where the plan's assets alone exceed the amounts determined in accordance with subparagraphs *a* and *b* of subparagraph 2 of section 15.0.0.4, the reduction provided for under subparagraph 2 cannot be greater than the lesser of the two excess amounts.

If the amount of the letter of credit may be reduced under the provisions of both section 15.0.0.5 and this section, the reduction requested must be carried out in accordance with section 15.0.0.5.

O.C. 1073-2009, s. 5; O.C. 1183-2017, s. 9.

15.0.0.7. Where the reduction in the amount of the letter of credit to which the pension committee agreed pursuant to paragraph 2 of section 15.0.0.4 has an effect on the amount taken into account under section 122.2

of the Act and the report on the last actuarial valuation referred to in paragraph 2 of section 15.0.0.4 is subsequently amended or replaced, the value of the plan's assets determined on a funding basis and a solvency basis must be established, for the purposes of the amendment or replacement, taking into account the reduction of the amount of the letter of credit.

O.C. 1073-2009, s. 5; O.C. 1183-2017, s. 10.

15.0.0.8. In the event of non-renewal of the letter of credit, the financial institution that has issued the letter must pay the amount of the letter to the pension fund. The payment is not required if the pension committee sends, at least 30 days before the date of expiry of the letter, a written notice to that effect to the financial institution. A copy of that notice must immediately be sent to Retraite Québec.

O.C. 1073-2009, s. 5.

15.0.0.9. Where the pension committee becomes aware that a letter of credit provided to the committee no longer meets the standards of this Regulation, the committee must immediately inform the employer. The employer may, within 30 days of the notice, provide the pension committee with a new letter of credit or an amount equivalent to the amount of the letter. In such cases, the pension committee must agree to the cancellation of the non-complying letter of credit. In any other case, it must require payment thereof from the expiry of the 30-day period.

O.C. 1073-2009, s. 5.

15.0.0.10. Without prejudice to the provisions of section 15.0.0.4, in the event of termination of a pension plan, the pension committee must, within the time prescribed in the first paragraph of section 207.2 of the Act and after a 10-day notice to the employer, request the payment of the letter of credit up to the amount by which the plan's liabilities exceed the assets at the termination date, increased by the interest calculated at the rate determined pursuant to section 61 of the Act and that applied on that date.

The pension committee must agree to the cancellation of the letter of credit for the amount remaining to be paid.

O.C. 1073-2009, s. 5.

DIVISION II.0.1

(Revoked).

O.C. 173-2002, s. 14; O.C. 1183-2017, s. 11.

15.0.1. *(Revoked).*

O.C. 173-2002, s. 14; O.C. 1183-2017, s. 11.

15.0.2. *(Revoked).*

O.C. 173-2002, s. 14; O.C. 204-2005, s. 1; O.C. 1183-2017, s. 11.

15.0.3. *(Revoked).*

O.C. 173-2002, s. 14; O.C. 1183-2017, s. 11.

DIVISION II.1

BENEFITS

O.C. 1681-97, s. 3; O.C. 308-2022, s. 12.

§ 1. — *Member benefits and payment of an early benefit*

O.C. 308-2022, s. 13.

15.1. Unless provisions of the pension plan provide otherwise, payment of the early benefit referred to in section 69.1 of the Act is made from the benefits of the member that, accumulated as refunds or benefits, are related to amounts credited to the member's account as contributions paid, assets transferred and interest on such contributions and assets but that have not yet been used to provide a benefit.

O.C. 1681-97, s. 3.

15.2. Where payment of the early benefit referred to in section 69.1 of the Act is made from the benefits referred to in section 15.1, the value of such benefits, determined as at the date of payment, is reduced by the amount of the benefit paid.

O.C. 1681-97, s. 3.

15.3. Where payment of the early benefit referred to in section 69.1 of the Act is made from pension plan benefits accumulated by the member that are not referred to in section 15.1, the pension committee shall determine the amount of the portion of the normal pension that would have been payable to the member at the normal retirement age and that is equivalent to the benefit paid. The amount is said to be a negative pension; it is determined in accordance with the second paragraph. The pension committee must keep a record of the negative pension, as well as the adjustments made thereto in accordance with the fourth paragraph.

The negative pension, and the value of the benefits referred to in subparagraph 3 of the first paragraph of section 69.1 of the Act, must be determined, as at the date of payment, according to the conditions or characteristics provided for the normal pension and according to the assumptions referred to in section 61 of the Act, other than those related to early or postponed payment of the pension which are used at that date to determine the value of benefits under the plan to which entitlement is vested as at that date.

The benefits referred to in the first paragraph are then reduced in the following manner:

(1) the pension paid is reduced either by the negative pension or, if its requirements and characteristics, with the exception of those related to early or postponed payment, are different from those used to determine the negative pension or, if its payment begins on a date other than that of the normal retirement age, by a sum equivalent to the negative pension;

(2) any other benefit, excluding the one referred to in section 69.1 of the Act and any refund that are payable to the member are reduced by the value of the negative pension.

The negative pension must be adjusted to take into account:

(1) any change to the normal pension registered or taking effect after the date on which the early benefit is paid and which would have reduced or increased the value of the member's benefits at that date; however, in the case of a defined-benefit plan, such a change whose effect would have increased the value of the member's benefits is taken into consideration only if the plan so provides;

(2) in a target-benefit plan, any change to the normal pension resulting from the application of recovery measures or the restoration of benefits, provided for in an actuarial valuation whose report is sent to Retraite Québec after the date on which the early benefit is paid or taking effect after that date, which would have reduced or increased the value of the member's benefits at that date.

If the change or adjustment concerns the amount of the normal pension, the negative pension must be adjusted in proportion equal to the one that applies to the amount of the normal pension determined as at the date of the payment. If the change or adjustment concerns a condition or a characteristic of the normal pension, the condition or characteristic that results therefrom must be applied to the portion of the pension that corresponds to the negative pension.

O.C. 1681-97, s. 3; O.C. 173-2002, s. 15; O.C. 1183-2017, s. 12; O.C. 308-2022, s. 14.

15.3.1. In the case of a target-benefit plan, where section 15.3 applies, the pension committee must also determine, as at the date of payment of the early benefit, a negative target pension.

The provisions of section 54.2 apply, with the necessary modifications, where the negative target pension is determined.

In addition, where payment of the retirement, disability or replacement pension begins, the target pension must be reduced by the negative target pension referred to in section 54.2 or, if payment of the pension begins on a date other than that of the normal retirement age, by a sum equal to the negative target pension.

O.C. 308-2022, s. 15.

§ 2. — *Temporary pension*

O.C. 1681-97, s. 3; O.C. 308-2022, s. 16.

15.4. A member or spouse is entitled to the replacement of the pension to which he is entitled under a pension plan by the temporary pension referred to in section 91.1 of the Act only if he provides the pension committee with a declaration in conformity with the one prescribed in Schedule 0.1.

O.C. 1681-97, s. 3.

§ 3. — *Variable benefits*

O.C. 1183-2017, s. 13; O.C. 308-2022, s. 17.

15.5. Where a pension plan provides for the payment, as a life income, of the variable benefits referred to in section 90.1 of the Act, the following rules apply:

(1) for each fiscal year, the member or his spouse sets the income to be received as variable benefits;

(2) the maximum income paid is set in accordance with sections 20 and 20.1, which apply with the necessary modifications, and with schedules 0.6 and 0.7.

O.C. 1183-2017, s. 13.

15.6. Where a pension plan provides for the payment of variable benefits as a temporary income, the following rules apply, according to the age of the member or his spouse at the end of the year preceding the one concerned by the payment:

(1) where he is at least 55 years of age but less than 65 years of age, the conditions set out under sections 19.1, 20.3, 20.4, 21 and 22.2, along with schedules 0.4, 0.8 and 0.9, apply with the necessary modifications;

(2) where the member is less than 55 years of age, the conditions set out under sections 19.2, 20.5, 21 and 22.2, along with schedules 0.5 and 0.9.1, apply with the necessary modifications..

O.C. 1183-2017, s. 13.

15.7. The minimum income paid as variable benefits during a fiscal year is the one prescribed under subsection 5 of section 8506 of the Income Tax Regulations (C.R.C., c. 945), enacted by the Income Tax Act (R.S.C. 1985, c. 1 (5th Suppl.)).

O.C. 1183-2017, s. 13.

15.8. The pension committee shall, at the beginning of each year, provide the member with a statement that indicates the information provided for in the first paragraph of section 24, with the necessary modifications.

Where the plan provides for the payment of a temporary income and the member is at least age 55 or will reach that age during the fiscal year, the pension committee shall also accompany the statement with a copy of the declarations that are prescribed in schedules 0.4 and 0.8, with the necessary modifications.

O.C. 1183-2017, s. 13.

DIVISION III

OPTION TO REPLACE A PENSION

16. For the purposes of this Division, the spouse of a purchaser who is a former member or a member is a person who fulfills the conditions prescribed in the first and third paragraphs of section 85 of the Act, with the necessary modifications in the case of a former member.

Spousal status is established on the day of conversion of all or part of the balance of the fund into a life pension or, in the case of the benefit referred to in subparagraph 4 of the first paragraph of section 19, on the day preceding the day of the purchaser's death. The fourth paragraph of section 85 of the Act applies, with the necessary modifications, with respect to the spouse.

O.C. 1158-90, s. 16; O.C. 173-2002, s. 16.

16.1. A member or spouse who has become entitled to a pension under a defined contribution pension plan or under provisions that, in a defined-benefit plan or target-benefit plan, are similar to those of a defined contribution plan is entitled, upon an application to the pension committee accompanied with a declaration in conformity with the one prescribed in Schedule 0.2, to replace it, before payment of it begins, by a lump-sum payment under the following conditions:

(1) he is at least 65 years of age;

(2) the total of the sums credited to his account in the retirement savings instruments referred to in Schedule 0.2 do not exceed 40% of the Maximum Pensionable Earnings determined in accordance with the Act respecting the Québec Pension Plan (chapter R-9) for the year in which he applies for the payment.

O.C. 1681-97, s. 4; O.C. 308-2022, s. 18.

16.2. On application to the pension committee accompanied with a declaration in conformity with the one prescribed in Schedule 0.3, a member or spouse at least 55 years of age but less than 65 years of age who has become entitled to a pension under a pension plan is entitled to replace it partially, before it comes into payment, by the payment in a lump sum of an amount equal to "Y" in the following formula:

$$G - W = Y$$

"G" is equal to 40% of the Maximum Pensionable Earnings determined, for the year in which the application is made, pursuant to the Act Respecting the Québec Pension Plan (chapter R-9);

"W" is equal to the total temporary income that the purchaser has received or must receive during the year under a supplemental pension plan subject to or created by law from the locked-in account of a voluntary

retirement savings plan governed by the Voluntary Retirement Savings Plans Act (chapter R-17.0.1) or the locked-in account of an equivalent voluntary retirement savings plan emanating from a legislative authority other than the Parliament of Québec and offering temporary variable payments, an annuity purchase contract of which the capital originates directly or not in such plan or a contract establishing a life income fund.

The member or spouse may not make the application provided for in the first paragraph more than once a year.

O.C. 1681-97, s. 4; O.C. 500-2014, s. 4.

16.3. Sections 15.1 to 15.3 apply, with the necessary modifications, with respect to the allocation of benefits and the determination of residual benefits of the member or spouse to whom a payment referred to in section 16.2 has been paid.

O.C. 1681-97, s. 4.

17. A member or spouse who has become entitled to a pension under a pension plan may replace such pension with a life or temporary annuity purchased with funds from the life income fund referred to in section 18. The exercise of this option involves the transfer to a life income fund of the value of the pension to be replaced.

Unless the pension plan has a more advantageous provision, the pension under the plan is not replaced by an annuity purchased from the funds of a life income fund, unless the pension to be replaced may, under the provisions of the Act, the pension plan or the Regulation, be transferred in whole or in part to another pension plan.

O.C. 1158-90, s. 17; O.C. 1681-97, s. 5.

18. A life income fund is a fund established under a contract entered into by a financial institution duly authorized for that purpose and a purchaser who is a former member, a member or the spouse thereof, and under the terms of which the institutions, in return for the capital that it receives, must pay the purchaser an income of which the amount may vary annually. That contract must fulfil the requirements of the Taxation Act (chapter I-3) to be a registered retirement income fund.

O.C. 1158-90, s. 18; O.C. 1681-97, s. 6.

19. Replacement of the pension referred to in section 92 of the Act by a life pension is authorized only where the provisions of the contract establishing the life income fund are in conformity with provisions of the standard contract previously registered with Retraite Québec that provide:

(0.1) that the only amounts that may be transferred to a life income fund are amounts coming directly or initially from the fund of a pension plan subject to the Act or referred to in subparagraphs 1, 2, 2.1, 2.2, 4 or 5 of section 28, or another life income fund;

(1) the fiscal year of the fund must end on 31 December of each year and may not exceed 12 months;

(2) that the amount of the income paid during a fiscal year must, subject to the upper limits referred to in section 20.1 and the lower limit referred to in section 20.2, be set by the purchaser each year, or at another agreed to interval of more than one year if the financial institution guarantees the balance of the fund at the end of that interval and if the purchaser is not entitled to payment of the income in a form other than a life income; such an interval must, in every case, terminate at the end of a fiscal year of the fund;

(3) *(subparagraph revoked)*;

(4) that, where the purchaser who is a former member or a member dies before conversion of the total balance of the fund into a life pension, his spouse or, failing that, his successors are, entitled to a benefit of which the amount is equal to the balance;

(5) that the spouse of the purchaser who is a former member or beneficiary may, by giving notice in writing to the financial institution, waive his entitlement to receive the pension benefit provided for in paragraph 4 above or the life pension provided for in paragraph 2 of the second paragraph of section 23 and may, in the case of the pension benefit, revoke such a waiver by giving notice in writing to the financial institution to that effect before the death of the purchaser and, in the case of the life pension, before the date of conversion, in whole or in part, of the life income fund;

(6) that the spouse of the purchaser who is a former member or a member ceases to be entitled to the pension benefit provided for in paragraph 2 of the second paragraph of section 23 upon separation from bed and board, divorce, nullity of marriage, nullity or dissolution of a civil union or, in the case of a spouse who is not a married or civil union spouse, upon cessation of the conjugal relationship, unless the purchaser has transmitted to the financial institution the notice provided for in section 89 of the Act;

(6.0.1) that the seizable portion of the balance of the fund may be paid in a lump sum in execution of a judgment rendered in favour of the purchaser's spouse that gives entitlement to a seizure for unpaid alimony;

(6.1) that the entire balance of the fund may be paid in a lump-sum to the purchaser upon an application to the financial institution accompanied with a declaration in conformity with the one prescribed in Schedule 0.2 under the following conditions:

(a) the purchaser is at least 65 years of age at the end of the year preceding the application;

(b) the total sums credited to his account in the retirement savings instruments referred to in Schedule 0.2 do not exceed 40% of the Maximum Pensionable Earnings determined in accordance with the Act respecting the Québec Pension Plan (chapter R-9) for the year in which the purchaser applies for the payment;

(7) that the purchaser may transfer, in whole or in part, the balance of the fund to a pension plan governed by the Act or referred to in paragraph 1, 2, 2.1, 2.2, 3.1, 4 or 5 of section 28, unless the agreed to term of the investments has not expired;

(7.1) that the purchaser may, unless the agreed to term of the investments has not expired, require that the total balance of the fund be paid to him in a lump sum if he has not resided in Canada since at least 2 years;

(8) the name and address of the financial institution;

(9) the powers that, where applicable, are granted to the purchaser with respect to investment of the capital;

(10) the method and factors used to establish the value of the fund or of the balance of the fund, for the purpose of a transfer of assets or a conversion into a pension, or upon a death;

(10.1) that if the income paid to the purchaser during a fiscal year of the fund exceeds the maximum amount that may be paid to him in accordance with the provisions of the contract of the Regulation, the purchaser may, unless the payment is attributable to a false declaration by him, require that the financial institution pay him, as a penalty, a sum equal to the surplus income paid;

(11) that the financial institution may not make any amendment that would have the effect of reducing benefits under the contract unless, before the date of the amendment, the purchaser has the right to transfer the balance of the fund and receives, not less than 90 days before the date on which he may exercise that right, a notice indicating the nature of the amendment and the date from which he may exercise that right;

(12) that the transfer referred to in subparagraphs 7 and 11 may, at the option of the financial institution and unless otherwise stipulated, be effected by remittance of the investment securities of the fund;

(13) that the financial institution may not, except to fulfil requirements under law, make any amendment other than the amendment provided for in subparagraph 11 without having given prior notice to the purchaser;

(14) that the financial institution may amend the contract only to the extent that it remains in conformity with the standard contract amended and registered with Retraite Québec.

Sections 27 to 31 of the Act and the second and third paragraphs of section 32 of the Act apply, with the necessary modifications, to the registration of a standard contract designed to propose the establishment of a life income fund and to amendments thereto. The registration of a standard contract may, in addition, be cancelled where no contract establishing a life income fund in conformity with it exists and where the financial institution attests that it no longer intends to make any contracts in conformity with that standard contract.

O.C. 1158-90, s. 19; O.C. 1681-97, s. 7; O.C. 173-2002, s. 17; O.C. 1073-2009, s. 6; O.C. 500-2014, s. 5.

19.1. The standard contract referred to in section 19 may also provide that the purchaser is entitled to the payment of a temporary income that he determines if he meets the following requirements:

(1) makes an application to the financial institution to that effect, accompanied with a declaration in conformity with the one prescribed in Schedule 0.4;

(2) is at least 54 years of age but under 65 years at the end of the year preceding the application.

In such case, the contract must also provide:

(1) that if the payment of a portion of the income is made in the form of a transfer to a retirement savings instrument of which the balance is not to be converted to a life annuity, such portion may not exceed the upper limit referred to in section 20, determined by assuming that the purchaser is not entitled to payment of a temporary income;

(2) that the temporary income may not be paid after the end of the year in which the purchaser reaches 65 years of age.

O.C. 1681-97, s. 8; I.N. 2014-03-01.

19.2. The standard contract that includes the provisions referred to in section 19.1 shall provide that the purchaser may, during a fiscal year of the life income fund, receive on application the balance of the fund, in whole or in part, in the form of a temporary income payable in monthly payments, none of which may exceed $\frac{1}{12}$ of the difference between the following amounts:

(1) 40% of the Maximum Pensionable Earnings determined, for the year in which the payment is made, pursuant to the Act respecting the Québec Pension Plan (chapter R-9);

(2) 75% of the purchaser's income for the 12 months that follow, excluding the income provided for in this section,

provided the following conditions are met:

— the income of the purchaser for the 12 months that follow, excluding the income provided for in this section, does not exceed the amount referred to in subparagraph 1 hereinbefore;

— the purchaser makes an application to the financial institution to that effect, accompanied with a declaration in conformity to the one prescribed in Schedule 0.5 and his written undertaking to request a suspension of payments as soon as his income, excluding the income provided for in this section, reaches the amount referred to in subparagraph 1 hereinbefore;

— the purchaser was less than 54 years of age at the end of the year that precedes his application.

In such case, the contract shall stipulate:

(1) that the income provided for in this section may not be paid to the purchaser where he has requested a suspension of payments nor after the end of the year in which he reaches 54 years of age;

(2) that the purchaser who is entitled to receive the income referred to in this section and who is a member or spouse who has become entitled to a pension under a pension plan may, for the purposes of replacing such pension by a temporary income, apply once a year for the transfer from the pension plan to the life income fund of an amount equal to the lesser of the following amounts:

(a) the additional amount required for the balance of the life income fund to allow, until the end of the year, the payment of the monthly payments provided for in the first paragraph;

(b) the value of his benefits under the plan.

O.C. 1681-97, s. 8; O.C. 577-98, s. 1.

19.3. Replacement of the pension referred to in section 92 of the Act by a temporary pension is authorized only where the contract establishing the life income fund contains the provisions required in sections 19, 19.1 and 19.2.

O.C. 1681-97, s. 8.

20. The maximum amount of the life income for a fiscal year of the life income fund is equal to the amount “E” in the following formula:

$$\frac{A}{F \times C - D} = E$$

“F” represents the factor provided for in Schedule 0.6 with respect to the reference rate for the year covered by the fiscal year and the purchaser’s age at the end of the preceding year;

“C” represents the balance of the fund at the beginning of the fiscal year, increased by any sums transferred to the fund after that date and reduced by any sums originating directly or not during the same year from a life income fund, from a supplemental pension plan that offers the variable benefits referred to in Division II.3 or from the locked-in account of a voluntary retirement savings plan governed by the Voluntary Retirement Savings Plans Act (chapter R-17.0.1) and offering variable payments of the purchaser;

“A” represents the maximum temporary income for the fiscal year determined in accordance with section 20.4 or 20.5 or, if no amount was determined, the figure zero;

“D” represents the factor provided for in Schedule 0.7 with respect to the purchaser’s age at the end of the year preceding the one covered by the fiscal year.

The amount “E” may not be less than zero.

O.C. 1158-90, s. 20; O.C. 1681-97, s. 9; O.C. 577-98, s. 2; O.C. 500-2014, s. 6; O.C. 1183-2017, s. 14.

20.1. The amount of the income paid during a fiscal year of the life income fund may not exceed the amount “M” in the following formula:

$$A + E = M$$

“A” represents the maximum temporary income for the fiscal year determined in accordance with section 20.4 or 20.5 or, if no amount was determined, the figure zero;

“E” represents the maximum life income determined in accordance with section 20.

O.C. 1681-97, s. 9; O.C. 577-98, s. 2.

20.2. The amount of the income paid during the fiscal year of the life income fund may not be less than the minimum amount prescribed by the Taxation Act (chapter I-3), determined on the basis of the purchaser’s age. That amount may be determined on the basis of the age of the purchaser’s spouse where he is younger than the purchaser.

O.C. 1681-97, s. 9.

20.3. Where the purchaser of a life income fund established by a contract that provides for payment of a temporary income was at least 54 years of age but less than 65 years of age at the end of the year preceding the one covered by a fiscal year of the fund, the financial institution that manages the fund shall establish a reference temporary income the amount of which shall be equal to the lesser of the following amounts:

(1) 40% of the Maximum Pensionable Earnings, determined for the year covered by the fiscal year, pursuant to the Act respecting the Québec Pension Plan (chapter R-9);

(2) the amount “R” in the following formula:

$$F \times C \times D = R$$

“F” represents the factor provided for in Schedule 0.6 with respect to the reference rate for the year covered by the fiscal year and the purchaser’s age at the end of the preceding year;

“C” represents the balance of the fund at the beginning of the fiscal year, increased by the sums transferred to the fund after that date and reduced by the sums originating directly or not during the same year from a life income fund of the purchaser, from a supplemental pension plan that offers the variable benefits referred to in Division II.3 or from a locked-in account of his voluntary retirement savings plan governed by the Voluntary Retirement Savings Plans Act (chapter R-17.0.1) and offering variable payments;

“D” represents the factor provided for in Schedule 0.7 with respect to the purchaser’s age at the end of the year preceding the one covered by the fiscal year.

O.C. 1681-97, s. 9; O.C. 500-2014, s. 7; O.C. 1183-2017, s. 15.

20.4. A purchaser who is entitled to payment of the temporary income referred to in section 19.1 may determine, for each fiscal year of the life income fund, a maximum temporary income that may not exceed the lesser of the following amounts:

(1) the reference temporary income determined in accordance with section 20.3;

(2) the amount “X” in the following formula:

$$G - T = X$$

“G” is equal to 40% of the Maximum Pensionable Earnings determined, for the year covered by the fiscal year, pursuant to the Act respecting the Québec Pension Plan (chapter R-9);

“T” represents the sum of the following amounts:

(a) the total temporary income that the purchaser must receive during the year covered by the fiscal year under a pension plan subject to or established by law or under a contract creating a pension of which the capital comes directly or not from such a plan;

(b) the total of the amounts that the purchaser has determined or that he must determine for his other life income funds, in the form of a maximum temporary income for the current fiscal year;

(c) the total of the amounts that the member has determined or that he must determine for the locked-in account of his voluntary retirement savings plan governed by the Voluntary Retirement Savings Plans Act (chapter R-17.0.1) for the maximum temporary variable payments for the current fiscal year.

However, in the event that the reference temporary income determined in accordance with section 20.3 is less than the amount “X” in the first paragraph, where the purchaser provides to the financial institution a declaration in conformity with the one prescribed in Schedule 0.8, the purchaser may determine, as the maximum temporary income, an amount that does not exceed the lesser of the following amounts:

(1) the amount “X” in the first paragraph;

(2) the balance of the fund at the beginning of the fiscal year, increased by any sums transferred to the fund and any income earned by the fund after that date and reduced by any sums originating directly or not during the same year from a life income fund of the purchaser, from a supplemental pension plan that offers the variable benefits referred to in Division II.3 or from a locked-in account of his voluntary retirement savings plan governed by the Voluntary Retirement Savings Plans Act and offering variable payments.

The purchaser may, at any time before the end of the fiscal year, determine a new, increased, maximum temporary income for the fiscal year. In such event, he shall send to the financial institution declarations in conformity with the ones prescribed in Schedules 0.4 and 0.8.

O.C. 1681-97, s. 9; O.C. 500-2014, s. 8; O.C. 1183-2017, s. 16.

20.5. The financial institution determines the maximum temporary income for the fiscal year of the life income fund following presentation of an application in accordance with section 19.2. The said income shall be equal to the product of multiplying the maximum monthly payment set in accordance with section 19.2 by the number of months remaining in the year as of the first day of the month of the application or, where the purchaser is entitled, for that month, to a temporary income by reason of a prior application, as of the first day of the following month; the product is increased where necessary by any income provided for in section 19.2 and paid to the purchaser during the year but prior to payment of the income payable as a consequence of the application and reduced by any income paid to the purchaser, during the same period, from another life income fund or from a supplemental pension plan that offers the variable benefits referred to in Division II.3.

The maximum temporary income for the fiscal year may not be less than zero.

O.C. 577-98, s. 3; O.C. 1183-2017, s. 17.

21. The reference rate for a year is determined on the basis of the month-end, nominal rate of interest earned on long-term bonds issued by the Government of Canada for the month of November preceding the beginning of the fiscal year, as compiled monthly by Statistics Canada and published in the Bank of Canada Banking and Financial Statistics, Series V122487 in the CANSIM system, by applying successively to that rate the following adjustments:

(1) an increase of 0.5%;

(2) the conversion of the increased rate, based on interest compounded semi-annually, to an effective annual rate of interest;

(3) the rounding of the effective interest rate to the nearest multiple of 0.5%.

The reference rate thus determined may not, however, be less than 6%.

O.C. 1158-90, s. 21; Erratum, 1991 G.O. 2, 41; O.C. 1681-97, s. 10; O.C. 1073-2009, s. 7.

22. Where, in application of subparagraph 2 of the first paragraph of section 19, the amount of the life income paid to the purchaser is set at an interval of more than one year, the maximum income amount that

may be paid during each of the fiscal years comprised in the interval is determined, on the date of the beginning of the first of those fiscal years, so as to be equal:

- (1) for the initial fiscal year, to the upper limit determined in accordance with section 20;
- (2) for each of the subsequent fiscal years, to the amount “L” in the following formula:

$$M \times \frac{J}{K} = L$$

“M” represents the upper limit determined for the initial fiscal year;

“J” represents the balance of the fund at the beginning of the fiscal year;

“K” represents the fund’s reference balance at the beginning of the fiscal year and is equal to the reference balance of the preceding fiscal year, reduced as of the first day of the said preceding fiscal year by the upper limit calculated for the initial fiscal year and increased by the earnings determined by applying, in the case of the first 16 fiscal years, the reference rate, and, in all other cases, a rate of interest of 6%.

For the application of subparagraph 2, the fund’s reference balance at the beginning of the initial fiscal year shall be equal to the balance of the fund at that date.

O.C. 1158-90, s. 22; O.C. 1681-97, s. 11.

22.1. Where a sum is transferred from a pension plan to a life income fund in accordance with subparagraph 2 of the second paragraph of section 19.2, sections 15.1 to 15.3 shall apply, with the necessary modifications, with respect to the allocation of benefits and the determination of the residual benefits of the member or spouse in the pension plan.

O.C. 1681-97, s. 12.

22.2. The sums transferred to a life income fund are deemed to come in their entirety from a life income fund of a given purchaser, from a supplemental pension plan that offers the variable benefits referred to in Division II.3 or from the locked-in account of his voluntary retirement savings plan governed by the Voluntary Retirement Savings Plans Act (chapter R-17.0.1) and offering variable payments, unless he sends to the financial institution that manages the fund to which the sums are transferred a declaration in conformity with the one prescribed in Schedule 0.9 or 0.9.1, as the situation requires.

O.C. 1681-97, s. 12; O.C. 577-98, s. 4; O.C. 500-2014, s. 9; O.C. 1183-2017, s. 18.

23. To be registered with Retraite Québec, a standard contract referred to in section 19 must, in addition to the provisions required by sections 19, 19.1 and 19.2, provide that the financial institution that manages the life income fund undertake to provide the statements prescribed in sections 24 to 26 at the times determined therein.

That contract must also provide that all or a part of the balance of the life pension fund may be converted only upon the following conditions:

- (1) the insurer guarantees payment of that pension in periodic, equal amounts that may not vary unless each of them is uniformly increased in accordance with an index or rate provided for in the annuity contract or uniformly adjusted by reason of a seizure effected on the purchaser’s benefits, a redetermination of the purchaser’s pension, a partition of the purchaser’s benefits in favour of his spouse, the payment of a temporary pension in accordance with the conditions provided for in section 91.1 of the Act or the option provided for in subparagraph 3 of the first paragraph of section 93 of the Act;

(2) in the event of the death of a purchaser who is a former member or a member, the insurer guarantees to the purchaser's spouse who has not waived it a life pension equal to at least 60% of the amount of purchaser's pension, including, during the replacement period, the amount of any temporary pension.

The provisions required by this section shall be included in any contract that establishes a life income fund.

O.C. 1158-90, s. 23; O.C. 1681-97, s. 13; O.C. 173-2002, s. 18.

24. The financial institution shall, at the beginning of each fiscal year of a life income fund that it manages, provide the purchaser with a statement that indicates:

(1) the balance of the fund at the said date and, where required, the reconciliation of that balance with the balance indicated on the previous statement pertinent thereto with, notably, an indication of the sums on deposit, the accumulated earnings, the withdrawals made and the fees charged;

(2) where the beginning of the fiscal year is later than the beginning of the year, the sums coming directly or initially during the year from another life income fund of the purchaser from a supplemental pension plan that offers the variable benefits referred to in Division II.3, or from the locked-in account of his voluntary retirement savings plan governed by the Voluntary Retirement Savings Plans Act (chapter R-17.0.1) and offering variable payments;

(3) the maximum amount that may be paid to the purchaser as income a life during the current fiscal year;

(4) the minimum amount that must be paid to the purchaser as income during the current fiscal year;

(5) where the contract that establishes the fund provides for the payment of a temporary income and the purchaser was at least 54 years of age but less than 65 years of age at the end of the preceding year:

(a) the terms and conditions that the purchaser must meet to be entitled to payment of the temporary income referred to in section 19.1;

(b) the reference temporary income for the current fiscal year;

(c) the effect of payment of an income greater than the amount referred to in paragraph 3, for each year until the end of the year in which the purchaser reaches 65 years of age, on the income that may be paid to him after that date;

(d) under what conditions the purchaser may obtain payment of a temporary income greater than the reference temporary income;

(6) where the contract establishing the funds provides for payment of a temporary income and the purchaser was less than 54 years of age at the end of the preceding year, the terms and conditions that the purchaser must meet to be entitled to payment of the temporary income referred to in section 19.2;

(7) that the transfer to the fund of sums originating directly or not from a life income fund of the purchaser from a supplemental pension plan that offers the variable benefits referred to in Division II.3, or from the locked-in account of his voluntary retirement savings plan governed by the Voluntary Retirement Savings Plans Act and offering variable payments during a given year may not result in a revision of the maximum amount that may be paid to the purchaser by the fund during the fiscal year;

(8) that if the purchaser wishes to transfer, in whole or in part, the balance of the fund and still receive from the fund the income that he determined for the fiscal year, he must ensure that the balance of the fund after the transfer is at least equal to the difference between the income determined for the fiscal year and the income that he has already received since the beginning of the fiscal year.

Where the contract establishing the fund provides for payment of a temporary income and the purchaser was at least 54 years of age but less than 65 years of age at the end of the preceding year, the financial

institution shall accompany the statement with a copy of the declarations that are prescribed in Schedules 0.4 and 0.8.

O.C. 1158-90, s. 24; O.C. 1681-97, s. 14; O.C. 173-2002, s. 19; O.C. 500-2014, s. 10; O.C. 1183-2017, s. 19.

24.1. Where sums that do not originate, during the same year, directly or indirectly from a life income fund of the purchaser from a supplemental pension plan that offers the variable benefits referred to in Division II.3, or from the locked-in account of his voluntary retirement savings plan governed by the Voluntary Retirement Savings Plans Act (chapter R-17.0.1) and offering variable payments are deposited in a fund that it manages or the purchaser informs it of the maximum temporary income that he determines, the financial institution shall, within the following 30 days, supply the purchaser with a statement that indicates the following:

(1) the balance of the fund at the beginning of the fiscal year and the sums that have been deposited therein, identifying any amounts coming directly or not during that year from a life income fund of the purchaser from a supplemental pension plan that offers the variable benefits referred to in Division II.3, or from the locked-in account of his voluntary retirement savings plan governed by the Voluntary Retirement Savings Plans Act and offering variable payments, as well as the balance of the fund for the purpose of calculating the maximum amount that may be paid to the purchaser as income during the fiscal year;

(2) the maximum amount that may be paid to the purchaser as income during the fiscal year;

(3) the minimum amount that must be paid to the purchaser as income during the fiscal year;

(4) where the contract establishing the fund provides for payment of a temporary income and the purchaser is at least 54 years of age but less than 65 years of age at the end of the preceding year:

(a) the reference temporary income for the current fiscal year;

(b) the maximum temporary income, if any, determined by the purchaser.

O.C. 1681-97, s. 15; O.C. 1073-2009, s. 8; O.C. 500-2014, s. 11; O.C. 1183-2017, s. 20.

25. Where the purchaser who is a former member or a member dies before the total balance of the life income fund has been converted into a life pension, the financial institution that manages that fund must provide to the purchaser's spouse or, failing that, to his successors a statement established at the date of death and containing the information prescribed in paragraph 1 of section 24 and established at the date of the member's death.

O.C. 1158-90, s. 25; O.C. 173-2002, s. 20.

26. Where the total balance of the life income fund is transferred to another financial institution or converted into a life pension with an insurer, the institution that manages the fund must provide to the purchaser a statement containing the information prescribed in paragraph 1 of section 24 and established at the date of the transfer or of the annuity contract.

O.C. 1158-90, s. 26.

DIVISION IV

TRANSFER OF BENEFITS AND ASSETS

27. For the purposes of this Division, the spouse is the person who fulfils the conditions prescribed in the first and third paragraphs of section 85 of the Act.

Spousal status is established on the day on which payment of the pension to the purchaser begins or on the day preceding his death, whichever comes first. The fourth paragraph of section 85 of the Act applies, with the necessary modifications, with respect to the spouse referred to in this section.

O.C. 1158-90, s. 27; O.C. 173-2002, s. 21.

28. The pension plans not governed by the Act and to which transfers may be made under section 98 of the Act are:

(1) a supplemental pension plan governed by an act emanating from a legislative authority other than the Parliament of Québec and granting entitlement to a deferred pension;

(2) a supplemental pension plan established by an act emanating from the Parliament of Québec or from another legislative authority;

(2.1) the locked-in account of a voluntary retirement savings plan governed by the Voluntary Retirement Savings Plans Act (chapter R-17.0.1);

(2.2) the locked-in account of an equivalent voluntary retirement savings plan emanating from a legislative authority other than the Parliament of Québec, provided the member joins that plan as part of his employment;

(3) for sums that may be refunded to the member or paid to him in a lump sum, with accrued interest, a registered retirement savings plan, a registered retirement income fund or the not locked-in account of a voluntary retirement savings plan governed by the Voluntary Retirement Savings Plans Act;

(3.1) a life income fund referred to in section 18;

(4) a locked-in retirement account referred to in section 29;

(5) an annuity contract referred to in section 30.

O.C. 1158-90, s. 28; O.C. 1681-97, s. 16; O.C. 173-2002, s. 22; O.C. 500-2014, s. 12; O.C. 1107-2019, s. 11.

29. A locked-in retirement account is an account established under an agreement in writing entered into by a purchaser who is a former member, a member or the spouse thereof and a financial institution authorized for that purpose in order to pay a retirement pension to the purchaser. That agreement must fulfil the requirements of the Taxation Act (chapter I-3) in order to be a registered retirement savings plan.

An agreement establishing a locked-in retirement account must be in conformity with the standard contract previously registered with Retraite Québec, which must provide:

(1) that the only sums that may be transferred into the locked-in retirement account are the sums originating, directly or initially, from the fund of a pension plan governed by the Act or referred to in paragraph 1, 2, 2.1, 2.2, 3.1 or 5 of section 28, or from another locked-in retirement account;

(2) that, with the exception of the cases referred to in paragraphs 3 and 8 to 9.1, the balance of the account may only be converted into a life pension guaranteed by an insurer and established for the duration of the life of the purchaser alone or for the duration of the life of the purchaser and the life of his spouse; the periodic amounts paid under that pension must be equal, unless each amount to be paid is uniformly increased by reason of an index or a rate provided for in the contract or uniformly adjusted by reason of a seizure effected on the benefits of the purchaser, a redetermination of the purchaser's pension, partition of the purchaser's benefits with his spouse, the payment of a temporary pension under the conditions provided for in section 91.1 of the Act or the election provided for under paragraph 3 of the first paragraph of section 93 of the Act.

(3) that where the purchaser who is a former member or a member dies before the conversion of the balance of the account into a pension, that balance is paid to his spouse or, failing that, to his successors;

(4) that the purchaser may require the conversion of the balance of the account into a life pension at any time, unless the term agreed to for the investments has not expired;

(5) that the balance of the account may not be converted into a pension guaranteed by an insurer unless, at the death of the purchaser who is a former member or a member, a life pension equal to at least 60% of the amount of the purchaser's pension, including, during the replacement period, the amount of any temporary pension is granted to his spouse who has not waived it;

(6) that the purchaser's spouse may, by giving written notice to the financial institution, waive his right to receive the payment provided for in paragraph 3 or the pension provided for in paragraph 5 and may revoke such a waiver by transmitting to the financial institution a written notice to that effect before, in the case referred to in paragraph 3, the death of the purchaser or, in the case referred to in paragraph 5, the date of conversion, in whole or in part, of the balance of the account into a life pension;

(7) that the spouse of the purchaser ceases to be entitled to the benefit provided for in paragraph 3 or, as the case may be, in paragraph 5 upon separation from bed and board, divorce, nullity of marriage, dissolution or nullity of civil union or, in the case of a spouse who is not a married or civil union spouse, upon cessation of conjugal relationship, unless the purchaser has transmitted to the financial institution the notice provided for in paragraph 7 of the second paragraph section 89 of the Act;

(7.1) that the seizable portion of the balance of the fund may be paid in a lump sum in execution of a judgment rendered in favour of the purchaser's spouse that gives entitlement to a seizure for unpaid alimony;

(8) that the purchaser may transfer, in whole or in part, the balance of the account to a pension plan governed by the Act or referred to in paragraph 1, 2, 2.1, 2.2, 3.1, 4 or 5 of section 28, unless the agreed to term of the investments has not expired;

(8.1) that the purchaser may, unless the agreed to term of the investments has not expired, require that the total balance of the fund be paid to him in a lump sum if he has not resided in Canada since at least 2 years;

(9) that the purchaser may withdraw all or a part of the balance of the account and receive a payment or a series of payments where a physician certifies that his physical or mental disability reduces his life expectancy;

(9.1) that the entire balance of the account may be paid in a lump-sum to a purchaser on application to the financial institution accompanied with a declaration in conformity with the one prescribed in Schedule 0.2, on the following conditions:

(a) the purchaser was at least 65 years of age at the end of the year preceding the application;

(b) the total of the sums credited to him in the retirement savings instruments mentioned in Schedule 0.2 does not exceed 40% of the Maximum Pensionable Earnings, for the year in which the purchaser applies for payment, pursuant to the Act respecting the Québec Pension Plan (chapter R-9);

(10) that the purchaser is entitled to receive, at least once a year, a statement indicating the sums deposited, their source, the accumulated earnings, the fees debited since the last statement and the balance of the account;

(10.1) that where a sum is paid from the account contrary to the provisions of the contract or the Regulation purchaser may, unless the payment is attributable to a false declaration by him, require that the financial institution pay him, as a penalty, a sum equal to the irregular payment;

(11) that the financial institution may make no amendment that would entail a reduction of the benefits resulting from the agreement unless the purchaser is entitled, before the date of the amendment, to a transfer

of the balance of the account and has received, at least 90 days before the date on which he may exercise that entitlement, a notice indicating to him the subject of the amendment and the date from which he may exercise that entitlement;

(12) that the transfer referred to in subparagraphs 8 and 11 may, at the option of the financial institution and unless otherwise stipulated, be effected by remittance of the investment securities respecting the account;

(13) that the financial institution may not, except to fulfil requirements under law, make any amendment other than that provided for in subparagraph 11 without having previously notified the purchaser;

(14) that the financial institution may amend the agreement only to the extent that it remains in conformity with the standard contract amended and registered with Retraite Québec.

Sections 27 to 31 of the Act and the second and third paragraphs of section 32 of the Act apply, with the necessary modifications, to the registration of a standard contract designed to propose the establishment of a locked-in retirement account and to amendments thereto. The registration of a standard contract may, in addition, be cancelled where no contract establishing a life income fund in conformity with it exists and where the financial institution attests that it no longer intends to make any contracts in conformity with that standard contract.

O.C. 1158-90, s. 29; O.C. 1681-97, s. 17; O.C. 173-2002, s. 23; O.C. 1073-2009, s. 9; O.C. 500-2014, s. 13.

30. An annuity contract is a contract under which, in consideration for capital originating directly or initially from the fund of a supplemental pension plan, an insurer guarantees to the purchaser who is a former member, a member or the spouse thereof a life pension of which payment begins immediately after the transfer of the capital or is deferred to a later date. The text of that contract must provide that:

(1) the insurer may, for the purposes of purchasing the pension, accept only sums originating directly or initially from the pension fund of a plan governed by the Act or referred to in paragraphs 1, 2, 2.1, 2.2, 3.1 or 4 of section 28, or from another insurer who is a party to a similar annuity contract;

(2) with the exception of the cases referred to in paragraph 3 or in section 31, the pension benefit resulting from the contract may not be paid to the purchaser or to his spouse except in the form of a life pension established for the duration of the life of the purchaser alone or for the duration of the life of the purchaser and the life of his spouse; the periodic amounts paid under that pension must be equal, unless each amount to be paid is increased by reason of an index or rate provided for in the contract or uniformly adjusted by reason of a seizure effected on the benefits of the purchaser, a redetermination of the purchaser's pension, the partition of the benefits of the purchaser with his spouse, the payment of a temporary pension under the conditions provided for in section 91.1 of the Act or the election provided for in subparagraph 3 of the first paragraph of section 93 of the Act;

(3) where the purchaser who is a former member or a member dies before the beginning of payment of the pension, his spouse or, failing that, his successors are entitled to a benefit at least equal to the capital transferred to the insurer with interest accrued at the rate obtained monthly on 5-year personal term deposits in chartered banks, established based on the rate of the last Wednesday of each month, published in CANSIM Series V80691336;

(4) where the purchaser who is a former member or a member dies after the beginning of payment of his pension, the insurer grants to the purchaser's spouse who has not waived it a life pension equal to at least 60% of the amount of the purchaser's pension, including, during the period of replacement, the amount of any temporary pension;

(5) the spouse of the purchaser may, by giving written notice to the insurer, waive his entitlement to receive the benefit provided for in paragraph 3 or the pension provided for in paragraph 4 and may revoke such a waiver by giving written notice to that effect to the insurer before, in the case of the benefit, the death of the purchaser or, in the case of the pension, the beginning of payment of the purchaser's pension;

(6) the spouse of the purchaser ceases to be entitled to the benefit provided for in paragraph 3 or, as the case may be, in paragraph 4 upon separation from bed and board, divorce, nullity of marriage, dissolution or nullity of civil union or, in the case of a spouse who is not a married or civil union spouse, upon cessation of conjugal relationship, unless the purchaser has transmitted to the insurer the notice provided for in section 89 of the Act;

(7) where the pension paid to the purchaser was determined by taking into account his spouse's entitlement to the pension provided for in paragraph 4, the purchaser may, if the spouse is no longer entitled to that pension pursuant to paragraph 6, require that his pension be replaced by another pension, which has the same characteristics as the replaced pension, with the exception of the benefit granted to the spouse under paragraph 4, and whose value is equal to the value that pension commuted to the date of the purchaser's application for replacement;

(8) the seizable portion of the capital accrued to pay the pension may be paid in a lump sum in execution of a judgment rendered in favour of the purchaser's spouse that gives entitlement of a seizure for unpaid alimony.

O.C. 1158-90, s. 30; Erratum, 1991 G.O. 2, 41; O.C. 173-2002, s. 24; O.C. 1073-2009, s. 10; O.C. 500-2014, s. 14; O.C. 308-2022, s. 19.

31. Notwithstanding section 30, the annuity contract may provide that:

(1) the purchaser may transfer, in whole or in part, the commuted value of the pension that he receives or his deferred pension to a pension plan governed by the Act or referred to in paragraph 1, 2, 2.1, 2.2, 3.1, 4 or 5 of section 28;

(2) the purchaser may, if a physician certifies that his physical or mental disability reduces his life expectancy, replace all or a part of his deferred pension by a payment or a series of payments; that payment or, as the case may be the sum of those payments must at least equal the discounted value of the pension or of the part thereof replaced;

(3) that the purchaser, if he meets the following conditions:

— make an application to this effect to the insurer, accompanied with a declaration in conformity with the one prescribed in Schedule 0.10, prior to the beginning of payment of the pension to be replaced;

— be at least 55 years of age but less than 65 years of age,

may replace, in whole or in part, the pension referred to in paragraph 2 of section 30 with a temporary pension the annual amount of which may not, for the year in which payment begins, exceed 40% of the Maximum Pensionable Earnings determined pursuant to the Act respecting the Québec Pension Plan (chapter R-9).

O.C. 1158-90, s. 31; O.C. 1681-97, s. 18; O.C. 173-2002, s. 25; O.C. 500-2014, s. 15.

DIVISION IV.1

TRANSFER, PARTITION AND SEIZURE OF THE PURCHASER'S BENEFITS

O.C. 173-2002, s. 26.

31.1. The benefits accrued in behalf of the purchaser in a life income fund or a locked-in retirement account or under an annuity contract referred to in section 30, which, following their partition or transfer in the cases and under the conditions referred to in sections 107 and 110 of the Act, are granted to the spouse of the purchaser, are paid by transferring their value to a plan governed by the Act or referred to in paragraph 1, 2, 2.1, 2.2, 3.1, 4 or 5 of section 28.

A sum granted to the spouse of the purchaser following a seizure for unpaid alimony effected on the benefits or sums accrued on behalf of the purchaser in a life income fund or a locked-in retirement account or under an annuity contract referred to in section 30 shall be paid in a lump sum. That sum may, moreover, be paid without taking into account any conditions or time periods related to the purchaser's benefits.

O.C. 173-2002, s. 26; O.C. 500-2014, s. 16.

DIVISION V

TRANSFER OF BENEFITS BETWEEN SPOUSES

§ 1. — *Application and interpretation*

32. This Division applies only to pension plans governed by Chapter I of the Act.

O.C. 1158-90, s. 32.

33. For the purposes of this Division:

“capital benefits” means benefits that have been accumulated by the member in the form of refunds, pensions or other pension benefits where those capital benefits are a function of the amounts which, credited to his account in the form of contributions paid, assets transferred and interest on those contributions and assets, have not yet been used for the purchase of a pension or other pension benefit; (*droits en capital*)

“pension benefits” means benefits that have been accumulated by the member in the form of refunds, pensions or other benefits and that, taking into account the obligations prescribed by the pension plan or the elections exercised by the member, are expressed as a pension or other pension benefits of a determined amount or of an amount corresponding to a percentage of the member's remuneration and includes benefits relative to excess member contributions, with accrued interest, up to the ceiling set in section 60 of the Act; (*droits en rente*)

“date of institution of the action” means the date of the application for separation from bed and board, for divorce, for annulment of marriage, dissolution or nullity of a civil union, or for payment of a compensatory allowance, according to the procedure at the origin of the partition or transfer of benefits; (*date de l'introduction de l'instance*)

“period of membership” means, unless provided otherwise in this Regulation, the number of whole months or parts of months between the date of which the member became a member of the pension plan and the date on which he ceased to be an active member, without taking into account the months during which he did not work for an employer who is a party to the plan; where the member is active on the valuation date, the date on which the member ceased to be an active member corresponds to the valuation date; in the case of transfer of benefits or assets, the contribution period also comprises the period relative to membership in the plans from which the rights and assets were transferred. (*période de participation*)

“valuation date” means

(1) for the purposes of preparing the statement referred to in section 108 of the Act,

(a) the date of the institution of the action, if the application for the statement is made after the institution of an action provided for in the first paragraph of section 108;

(b) the date the member and the member's spouse ceased to live together, if the application for the statement is made on the occasion of mediation concerning a family matter;

(c) the date set for determining the net value of family patrimony, if the application for the statement is made during a joint procedure before a notary for the dissolution of a civil union;

(d) the date of the cessation of the conjugal relationship, if the application for the statement is made following the cessation of the conjugal relationship of spouses who are not married or civil union spouses;

(2) for any other purposes, the date set for the valuation of the member's benefits in the pension plan by the judgment, transaction contract or agreement giving rise to the partition or transfer of the benefits or, if there is no provision in the judgment, contract or agreement, the date provided for by the act governing the partition of the spouses' property. (*date de l'évaluation*).

The period of membership defined in the first paragraph may, if the pension plan so stipulates, be determined in days instead of months. In such case, this section as well as sections 35, 39 to 42 and 44 apply by substituting the word "days" for the word "months".

O.C. 1158-90, s. 33; Erratum, 1991 G.O. 2, 41; O.C. 173-2002, s. 27; O.C. 1073-2009, s. 11; O.C. 1183-2017, s. 21.

33.1. For the purposes of sections 34 to 45 regarding married spouses whose marriage entailed the dissolution of their civil union:

(1) the date of the marriage is replaced by the date of the civil union;

(2) the period of the marriage begins on the date of the civil union.

O.C. 1073-2009, s. 12.

§ 2. — *Statement of the member's benefits*

34. The application for the statement provided for in section 108 of the Act shall contain the following documents and information:

(1) the name and address of the member or of his spouse;

(2) in the case of married spouses, a proof of the date of their marriage and either a proof of the date on which proceedings were instituted or, where the application is made on the occasion of a mediation, a joint declaration of the date on which they ceased to live together;

(2.1) in the case of civil union spouses:

(a) proof of the date of their civil union;

(b) any of the following documents, as the case may be:

i. proof of the date on which the action was instituted;

ii. where the application is made on the occasion of a mediation, a joint declaration of the date on which the spouses ceased to live together;

iii. where the application is made during a joint procedure before a notary for the dissolution of the civil union, a joint declaration of the date set for determining the net value of family patrimony;

(3) in the case of spouses who are not married or civil union spouses, an attestation from the member as to his spousal status as well as an attestation from the member and his spouse of the dates on which their conjugal relationship began and ended and, if they lived in a conjugal relationship for at least 1 year but less than 3 years, a proof of one or the other of the cases referred to in paragraph 2 of the first paragraph of section 85 of the Act.

The application made on the occasion of a mediation shall also contain the written confirmation of an accredited mediator to the effect that he received a mandate within the context of a family mediation. The application made during a joint procedure before a notary for the dissolution of the civil union must also

contain a written confirmation of a notary to the effect that he or she received a mandate in connection with the joint procedure.

O.C. 1158-90, s. 34; O.C. 173-2002, s. 28; O.C. 1073-2009, s. 13.

35. The pension committee must, within 60 days of receiving the application, provide the applicant and his spouse with the statement referred to in section 108 of the Act.

That statement is divided into 2 parts, the first of which must contain the following information:

(1) the total benefits accumulated by the member from the date on which he or she became a member of the plan until the valuation date, and the value of those benefits;

(2) the benefits and value referred to in subparagraph 1, with an indication as to whether they are capital benefits or pension benefits;

(3) *(subparagraph revoked)*;

(4) in the case of married or civil union spouses:

(a) the value of the benefits accrued during the marriage or civil union, distributed according to their nature as capital benefits or pension benefits;

(b) except where the value referred to in subparagraph *a* is calculated in accordance with paragraph 1 of the first paragraph of section 39, the number of months in the period of membership which began on the date on which the member joined the plan concerned as well as the number of those months in the period of the marriage or civil union and, where such information is available, the number of months in the period of membership in any other plan from which benefits or assets were transferred as well as the number of such months in the period of marriage or civil union;

(c) *(subparagraph replaced)*;

(5) the residual value of the member's benefits after the final partition of benefits or the final transfer granted to a former spouse of the member that had the effect of reducing the member's benefits, where the pension committee has that residual value.

The first part of the statement shall be signed by the person who prepared it. Unless it the Court is shown that the benefits and periods appearing on the statement must be corrected or that the values appearing on the statement were not determined according to the rules provided for in this Division, the statement shall constitute proof of its content.

O.C. 1158-90, s. 35; O.C. 568-91, s. 4; O.C. 173-2002, s. 29; O.C. 1073-2009, s. 14.

35.1. The second part of the statement shall contain the following information:

(1) the name of the plan and the number assigned to it by Retraite Québec;

(2) in the case of married or civil union spouses, the date of the marriage or civil union and the valuation date;

(3) in the case of spouses who are not married or civil union spouses, the dates of the beginning and end of the conjugal relationship of the member and his spouse;

(4) the date on which the member joined the plan;

(5) the personnel information relative to a member and his spouse and taken into account in determining the first part of the statement, with a mention that it may be in their interest to have the information corrected if it is erroneous;

(6) the name and address of the person to be contacted for any information concerning the plan;

(7) the terms, conditions and periods applicable to payment of the share that goes to the spouse;

(8) the rules governing the calculation of the interest that is added to the amount granted to the spouse;

(9) in the event that the member's benefits include benefits or assets transferred from another plan and where the pension committee does not have the information required for the application of section 41, a mention of the fact that the value of the member's benefits given in the statement could be different if the committee was provided with the missing information;

(10) in the event that, before producing the statement, the member's pension was determined to take into account entitlement of his or her spouse to the pension referred to in section 87 of the Act, a brief description of the rights and obligations arising from section 89.1 of the Act.

O.C. 173-2002, s. 30; O.C. 1073-2009, s. 15; O.C. 1107-2019, s. 12.

35.2. *(Revoked).*

O.C. 173-2002, s. 30; O.C. 1073-2009, s. 16.

§ 3. — *Total benefits accumulated by the member*

36. The total benefits accumulated by the member must be distributed according to their nature as capital benefits or pension benefits.

O.C. 1158-90, s. 36; O.C. 568-91, s. 5; O.C. 173-2002, s. 31; O.C. 1073-2009, s. 17.

36.1. The total benefits accumulated by the member correspond either to the bridging benefit, to the retirement, disability or replacement pension to which the member is entitled at the valuation date, or, if the member is not entitled to one of the pensions at the valuation date, to the deferred pension to which the member would be entitled if he or she terminated active membership on that date.

Where applicable, the following amounts established on the valuation date with accrued interest or the benefit that may be constituted by those amounts and interest and to which the member is entitled on that date or would be entitled if he or she terminated active membership on that date are included in the total benefits accumulated by the member:

(1) voluntary contributions credited to the member;

(2) excess member contributions over the limit set in section 60 of the Act;

(3) *(paragraph revoked)*;

(4) the amounts previously transferred even otherwise than under section 98 of the Act.

O.C. 1073-2009, s. 17; O.C. 1183-2017, s. 22.

37. The value of the member's total benefits corresponds to the value of the capital benefits and of the pension benefits accumulated at the valuation date.

The value of the pension benefits must be determined according to assumptions referred to in section 61 of the Act which, at that date, are used to establish the value of benefits under the plan to which entitlement is

acquired at that date, it being understood that the progression of the member's remuneration after that date is not taken into account to determine that value.

The value of a deferred pension whose payment has not begun is determined according to the following formula:

$$\frac{O + P}{2}$$

“O” represents the value of the pension to which the member is entitled and the benefits resulting therefrom by supposing that payment of the pension begins on date on which the member reaches the normal retirement age;

“P” represents the value of the pension to which the member is entitled and the benefits resulting therefrom by supposing that the member acts so as to maximize it.

However, in the case of a member who has not received the payment of a benefit provided for under Subdivision 0.1 of Division III of Chapter VI of the Act and whose benefits correspond to a deferred pension to which the member would be entitled if the member terminated active membership on the valuation date, the value of the benefits related to excess member contributions, with accrued interest, in excess of the limit set in section 60 of the Act is established assuming that, with respect to the member's recognized service related to the period during which that section applied with regard to the member, the value of the pension referred to in subparagraph 1 of the first paragraph of that section is established according to the formula provided for in the third paragraph.

O.C. 1158-90, s. 37; O.C. 173-2002, s. 32; O.C. 1073-2009, s. 18; O.C. 1183-2017, s. 23; O.C. 308-2022, s. 20.

37.1. Where the valuation date corresponds to a date other than the date of the institution of the action and the value of the member's benefits at the valuation date is not known, the value of the member's total benefits corresponds to amount E in the following formula:

$$V \times p/X = E$$

“V” represents the value established in accordance with section 37 on the date of the institution of the action or on the date on which the transaction contract has been executed before a notary or, failing that, on the date of application for the statement;

“p” represents the number of months in the period of membership relative to the benefits included between the date on which the member's membership began and the valuation date;

“X” represent the number of months in the period of membership relative to the benefits included between the date on which the member's membership began and the date on which value “V” is established.

O.C. 1073-2009, s. 19.

§ 4. — Value of benefits accumulated during the marriage or civil union

O.C. 1158-90, Sd. 4; O.C. 1073-2009, s. 20.

38. Where the member is entitled to a retirement, disability or replacement pension at the valuation date, the value of the benefits accumulated by the member on the date of his or her marriage or civil union is established assuming that the member is also entitled to such a pension for the service credited until that latter date.

O.C. 1158-90, s. 38; O.C. 1073-2009, s. 21.

39. The value of the capital benefits accumulated during the marriage or civil union is, depending on the circumstances, determined as follows:

(1) where the pension committee has information related to the sum accumulated as at the date of the marriage or civil union:

(a) if no benefit referred to in section 69.1 of the Act or in section 16.2 of this Regulation was paid or if no transfer referred to in subparagraph 2 of the second paragraph of section 19.2 of the Regulation was made between the date of the marriage or civil union and the valuation date, the value corresponds to the difference between the value of the capital benefits accumulated as at the valuation date and the sum accumulated as at the date of the marriage or civil union, increased by interest for the period included between the date of the marriage or civil union and the valuation date;

(b) if a benefit referred to in section 69.1 of the Act or in section 16.2 of this Regulation was paid or if a transfer referred to in subparagraph 2 of the second paragraph of section 19.2 of the Regulation was made between the date of the marriage or civil union and the valuation date and the pension committee has information related, as the case may be, to the amount accumulated to the date of payment of the benefit or the amount and the date of the transfer, the value is equal to the amount “W” in the following formula:

$$W = Y - \left[Z \times \frac{Y}{Y + S} \right]$$

“Y” represents the accumulated sum as at the valuation date;

“Z” represents the accumulated sum as at the date of the marriage or civil union, increased by the interest for the period included between the date of the marriage or civil union and the valuation date.

“S” represents the amount of the benefit paid, increased by interest for the period included between the date of payment and the valuation date;

(2) where the pension committee does not have information relative to the amount accumulated at the date of marriage or civil union or, where required, those related to the amount or to the date of payment of a benefit referred to in section 69.1 of the Act or in section 16.2 of this Regulation or to the date of a transfer referred to in subparagraph 2 of the second paragraph of section 19.2 of the Regulation, that value is equal to the amount obtained by multiplying the value of the capital benefits accumulated at the valuation date by the fraction represented by the number of months in the period of membership relative to those benefits between the date of marriage or civil union and the valuation date over the number of months in the period of membership relative to those benefits.

The interest referred to in subparagraph 1 of the first paragraph is calculated at the rates of return used during the period in question to calculate interest on the member contributions or, in the case of a non-contributory plan, on the employer contributions. Where that rate is not available, interest is calculated at the yearly rates provided for in Schedule I for the years indicated and, for the subsequent period, at the average annual rates of return on 5-year personal term deposits with chartered banks.

The average annual rates on the deposits referred to in the second paragraph are determined, for each year, by taking the average of the rates of return on those term deposits, as compiled monthly by Statistics Canada and published in the Bank of Canada Banking and Financial Statistics, in CANSIM Series V122515. For the period after 30 September 2019, the average is calculated using the rates of the last Wednesday of each month, published in CANSIM Series V80691336. Despite the foregoing, where the rates are available for a

number of months in the current year fewer than 6, that average is calculated on the basis of the last 6 months available.

Where the result of the calculation made in accordance with the third paragraph is not a multiple of one-quarter of one percent, the average is rounded down to the nearest one-quarter.

O.C. 1158-90, s. 39; O.C. 1681-97, s. 19; O.C. 173-2002, s. 33; O.C. 1073-2009, s. 22; O.C. 1183-2017, s. 24; O.C. 308-2022, s. 21.

40. The value of the pension benefits accumulated during the marriage or civil union is equal to the amount obtained by multiplying the total value of the pension benefits by the fraction represented by the number of months in the period of membership relative to those benefits between the date of marriage or civil union and the valuation date over the number of months in the period of membership relative to those benefits.

O.C. 1158-90, s. 40; O.C. 173-2002, s. 34; O.C. 1073-2009, s. 23.

41. Where all or part of the capital benefits or of the pension benefits, as the case may be, consists of benefits or assets transferred from another pension plan and where the sums or benefits transferred, as well as the period of membership related thereto, are known, the value of the capital benefits or of the pension benefits accumulated during the marriage or civil union is, notwithstanding section 39 or section 40, equal to amount “V” in the following formula:

$$[G - T] \times a/p + T \times \left[\frac{P - A}{P} \right] = V$$

“G” represents the total value of the capital benefits or of the pension benefits, as the case may be, accumulated at the valuation date;

“T” represents, in the case of capital benefits, the amounts transferred plus interest calculated at the rates provided for in the second paragraph of section 39, for the period between the date of transfer and the valuation date and, in the case of pension benefits, the value of those transferred benefits, discounted at the valuation date;

“p” represents the number of months in the period of membership, excluding the months relative to all benefits or assets transferred;

“a” represents the number of months in the period of membership represented by “p” between the date of marriage or civil union and the valuation date;

“A” represents the number of months previous to the marriage or civil union in the period of membership in the plan from which the amounts or benefits were transferred;

“P” represents the number of months in the period of membership in the plan from which the sums or benefits were transferred.

O.C. 1158-90, s. 41; O.C. 173-2002, s. 35; O.C. 1073-2009, s. 24.

42. Where the member's benefits have been partitioned or transferred to a spouse on a date prior to the valuation date, the value of the benefits accumulated during the most recent marriage or civil union must be determined as follows:

(1) where the residual value of the capital benefits or the amount of the residual pension arising from the partition or transfer is known, it corresponds to amount "N" in the following formula:

$$[G - R] \times M/Q = N$$

"G" represents the total residual value of the capital benefits or, in the case of pension benefits, the value of the total residual pension, at the valuation date;

"R" represents:

(1) in the case of capital benefits, their residual value at the date of the valuation of the previous partition or transfer, increased by interest calculated at the rate provided for in the second paragraph of section 39, for the period between that date and the valuation date;

(2) in the case of pension benefits, the value, at the valuation date, of the residual pension calculated at the date of the valuation of the previous partition or transfer;

"M" represents the number of months of membership in the period of the most recent marriage or civil union;

"Q" represents the number of months of membership between the date of the valuation of the previous partition or transfer and the valuation date;

(2) where the residual value of the capital benefits or the amount of the residual pension arising from that partition or transfer is not known, it corresponds to the total residual value of the member's benefits, adjusted pro rata to the number of months of the most recent marriage or civil union included in the period of membership over the total number of months elapsed before and during that marriage or civil union and included in that period of membership.

O.C. 1158-90, s. 42; O.C. 173-2002, s. 36; O.C. 1073-2009, s. 25.

43. Where the residual value of the capital benefits accumulated at the date of the member's most recent marriage or civil union is known, the value of the benefits accumulated during that marriage or civil union is, notwithstanding the rules provided for in section 42, calculated in accordance with subparagraph 1 of the first paragraph of section 39 by substituting the residual value of the benefits for the value of the benefits.

O.C. 1158-90, s. 43; O.C. 173-2002, s. 37; O.C. 1073-2009, s. 26.

44. Where the valuation date corresponds to a date other than the date of institution of the action and the value of the member's benefits at the valuation date is not known, the value of the benefits accumulated by the member during the marriage or civil union is established by taking into account the following rules:

(1) the value of the capital benefits accumulated during the marriage or civil union is determined in the manner provided for in subparagraph 2 of the first paragraph of section 39 or, where applicable, section 42;

(2) for any purposes other than calculating the number of months in the period of membership included between the date of the marriage or civil union and the valuation date, the date of institution of the action, the date on which the transaction contract is executed before a notary or, failing that, the date of the application for the statement is considered the valuation date for the purposes of sections 36.1 to 43.

O.C. 1158-90, s. 44; O.C. 173-2002, s. 38; O.C. 1073-2009, s. 27.

45. The total value of the benefits accumulated by the member during the member's marriage or civil union is equal to the sum of the value of the capital benefits and of the pension benefits accumulated during the marriage or civil union.

O.C. 1158-90, s. 45; O.C. 1073-2009, s. 28.

§ 5. — *Application for partition or transfer of benefits*

O.C. 1158-90, Sd. 5; O.C. 308-2022, s. 22.

46. The application for partition or transfer of the member's benefits must be submitted with a copy of the following documents:

(1) if it follows a judgment pronouncing separation from bed and board, divorce, nullity of marriage or dissolution or nullity of civil union or ordering payment of a compensatory allowance,

(a) that judgment and any other judgment related to the partition or transfer of the member's benefits;

(b) the certificate of non-appeal;

(c) where applicable, the agreement entered into by the spouses on the partition or transfer of the member's benefits;

(2) if it follows the dissolution of a civil union by notarized joint declaration, the declaration and the transaction contract;

(3) if it follows the cessation of the conjugal relationship of spouses who are not married or civil union spouses, the agreement entered into by the spouses on the partition of the member's benefits.

O.C. 1158-90, s. 46; O.C. 173-2002, s. 39; O.C. 1073-2009, s. 29.

47. Unless the application for partition or for execution of the transfer is a joint application, the pension committee must, upon receipt, send the applicant's spouse a written notice informing him or her of the amount that would be granted to the member's spouse based on the application.

The pension committee may not execute the partition or transfer before the expiry of a 60-day period following the sending of that notice to the applicant's spouse, nor may the pension committee do so if it is advised that the member's spouse has duly waived his entitlement or that the member has filed a judicial application in order to oppose the partition or transfer.

O.C. 1158-90, s. 47; O.C. 1073-2009, s. 30; O.C. 308-2022, s. 23.

48. Where the partitioned or transferred benefits were part of the capital benefits, interest calculated at the rates provided for in the second paragraph of section 39 fits or, where the benefits were part of the pension benefits, at the rate used to determine their value, must be added to the sum granted to the spouse.

Interest accrues from the valuation date.

O.C. 1158-90, s. 48; O.C. 173-2002, s. 40; O.C. 1073-2009, s. 31.

§ 5.1. — *Execution of partition or of transfer of benefits*

O.C. 308-2022, s. 24.

49. Unless the Court indicates otherwise, the pension committee may partition the member's benefits or execute the transfer of part of those benefits only to the extent that that partition or that transfer does not have

the effect of depriving the member of more than half of the total value of the benefits that he accumulated before and during his marriage or civil union.

Where the judgment, the agreement entered into by married or civil union spouses, or the notarized transaction contract does not provide for the amount or the portion of the value of the member's benefits allocated to the spouse, the value of the benefits that the member accumulated during the marriage or civil union is divided equally between the spouses.

O.C. 1158-90, s. 49; O.C. 1073-2009, s. 32.

50. The pension committee shall, within 60 days following either receipt of a joint application concerning partition or execution of a transfer, or the expiry of the period provided for in the second paragraph of section 47 and, except in the latter case, unless it has been notified of the spouse's waiver or of a judicial opposition to the partition or transfer of the member's benefits take, with respect to the sum allocated to the spouse, increased by the interest, one of the following measures:

(1) transfer the sum to another pension plan of which the spouse is a member or to a plan referred to in paragraph 2.1, 2.2, 3.1, 4 or 5 of section 28;

(2) provided that the plan so allows,

(a) where the spouse already has benefits under the plan, transfer the sum to the account of the spouse, but only with regard to capital benefits in the case of a target-benefit plan;

(b) where the spouse does not have benefits under the plan, and only with regard to capital benefits, grant to the spouse, who then becomes a member, benefits under the plan;

(3) pay the sum to the spouse or transfer it to a plan referred to in paragraphs 3 of section 28, in the following cases:

(a) the partitioned or transferred benefits correspond to a refund to which the member would have been entitled at the valuation date, it being understood that subject to subparagraph *b*, the amount granted to the spouse may not be paid to the spouse in a proportion greater than the proportion in which the member's benefits could have been refunded to the member;

(b) on the date of the application, that amount in question is less than 20% of the maximum pensionable earnings determined under the Act respecting the Québec Pension Plan (chapter R-9) for the year in which the transfer of partition is applied for;

(c) the spouse has ceased to live in Canada since at least 2 years.

Where the spouse fails to indicate to the pension committee the payment method selected from those mentioned in the first paragraph,

(1) the interest referred to in section 48 ceases to accrue on the expiry of the period during which the committee must act according to that paragraph and begins to accrue again, if applicable, only at the date on which the spouse indicates his or her selection;

(2) the pension committee may, on its own initiative and as soon as the period expires, transfer on behalf of the spouse the sum to be paid into one of the plans referred to in subparagraph 1, 2 or 3 of the first paragraph, as the case may be.

O.C. 1158-90, s. 50; O.C. 173-2002, s. 41; O.C. 1073-2009, s. 33; O.C. 500-2014, s. 17; O.C. 1183-2017, s. 25; O.C. 308-2022, s. 25.

51. (*Revoked*).

O.C. 1158-90, s. 51; O.C. 173-2002, s. 42.

52. *(Revoked).*

O.C. 1158-90, s. 52; O.C. 173-2002, s. 43; O.C. 1073-2009, s. 34; O.C. 1183-2017, s. 26.

53. The partition or transfer of a member's benefits executed in the year of a judgment pronouncing divorce, separation from bed and board, nullity of marriage or dissolution or nullity of civil union or ordering payment of a compensatory allowance may be revoked or annulled only for one of the causes provided for in article 424 of the Civil Code.

O.C. 1158-90, s. 53; O.C. 173-2002, s. 44; O.C. 1073-2009, s. 35.

§ 5.2. — *Negative pension*

O.C. 308-2022, s. 26.

54. The pension committee must, where no retirement, disability or replacement pension is being paid to the member at the date of valuation for the purpose of the partition or transfer of pension benefits, determine at that date the amount of the part of the normal pension which, determined according to the sum granted to the spouse, would have been payable to the member at normal retirement age according to the conditions and characteristics provided for by the plan for that pension. The amount is said to be a negative pension. The pension committee must keep a record of the negative pension, as well as the adjustments made thereto in accordance with the second and third paragraphs of section 55.

Where the pension benefits correspond to a postponed pension, the negative pension is determined on the basis of the value of the retirement pension recalculated at the date of valuation for the purpose of the partition or transfer in accordance with section 79 of the Act.

The negative pension is determined by taking into account the periodic increase of the pension amount, before payment begins, in relation to the index or rate provided for under the plan, if applicable. It is determined in all cases by using the assumptions provided for in the second paragraph of section 37.

O.C. 1158-90, s. 54; O.C. 173-2002, s. 45; O.C. 1073-2009, s. 36; O.C. 1183-2017, s. 27; O.C. 308-2022, s. 27.

54.1. Where, for the purpose of the partition or transfer of pension benefits, the value of the benefits of the member is determined taking into account the degree of solvency of the plan as at the date of the valuation, the negative pension is established using the sum granted to the spouse divided by that degree of solvency.

O.C. 1183-2017, s. 28; O.C. 308-2022, s. 28.

54.2. In the case of a target-benefit plan, where section 54 applies, the pension committee must also establish, at the valuation date, a negative target pension. It must keep a record of the negative target pension and adjust it where subparagraph 1 of the first paragraph of section 55 applies.

The negative target pension is obtained by applying to the target pension, that would be payable to the member at normal retirement age as credited service at the valuation date, the proportion represented by the negative pension related to the normal pension that was used to establish the negative pension according to the first paragraph of section 54.

O.C. 308-2022, s. 29.

§ 6. — *Reduction of benefits*

O.C. 1158-90, Sd. 6; O.C. 308-2022, s. 30.

55. Execution of the partition or transfer of the member's benefits shall reduce his benefits as follows:

(1) where the benefits partitioned or transferred are part of the capital benefits, the value of those benefits shall be reduced by the sum paid to the spouse or transferred to the spouse's account;

(2) where the benefits partitioned or transferred are part of the pension benefits,

– any retirement, disability or replacement pension being paid to the member at the date of valuation for the purpose of the partition or transfer of pension benefits is reduced, after having been, where required, re-determined under section 89.1 of the Act, by the proportion represented by the sum granted to the spouse over the value of the benefits of the member at the date of the valuation;

— any retirement, disability or replacement pension of which payment begins after the date of the valuation for the purpose of partition or the transfer of benefits must be reduced by the negative pension referred to in section 54 or, if payment of that pension begins on a date other than the date of normal retirement age, by a sum equal to that negative pension;

— any other benefits, with the exception of a phased retirement benefit and a benefit referred to in section 69.1 of the Act or in section 16.2, and any benefit or refund that must be paid or transferred must be reduced, up to its amount or value by the negative pension referred to in section 54 or the value thereof.

For the purposes of subparagraph 2 of the first paragraph, the negative pension must be adjusted to take into account:

(1) any change to the normal pension registered or taking effect after the valuation date which would have reduced or increased the value of the member's benefits at that date; however, in the case of a defined-benefit plan, only such a change whose effect is to increase the value of the member's benefits is taken into consideration if the plan so provides;

(2) in a target-benefit plan, any change to the normal pension resulting from the application of recovery measures or the restoration of benefits, provided for in an actuarial valuation whose report is sent to Retraite Québec after the valuation date or taking effect after that date, which would have reduced or increased the value of the member's benefits at the valuation date.

If the change or adjustment concerns the amount of the normal pension, the adjustment of the negative pension must be made in proportion equal to the one that applies to the amount of the normal pension determined as at the valuation date. If the change or adjustment concerns a condition or a characteristic of the normal pension, the condition or characteristic that results therefrom must be applied to the portion of the pension that corresponds to the negative pension.

Furthermore, where pension amounts have been received between the date of the valuation for the purpose of the partition or transfer and the date of its execution, the pension paid on the latter date must be reduced in proportion to the accrued value of the amounts received in excess of the value of the pension paid, those values having been determined using the assumptions provided for under the second paragraph of section 37.

Except in the case of a target-benefit plan, the pension plan may provide for reducing the member's benefits in a different manner, provided that manner leads to a lesser reduction of such benefits.

O.C. 1158-90, s. 55; O.C. 1681-97, s. 20; O.C. 173-2002, s. 46; O.C. 1073-2009, s. 37; O.C. 1183-2017, s. 29; O.C. 308-2022, s. 31.

55.1. In the case of a retirement, disability or replacement pension being paid at the valuation date for the purposes of the partition or transfer of benefits, the target pension must be reduced in a proportion equal to the one that applies under the first paragraph of section 55. It must also be reduced by the amount whose pension paid is reduced pursuant to the fourth paragraph of section 55.

In the case of a retirement, disability or replacement pension of which payment begins after that date, the target pension must be reduced by the negative target pension referred to in section 54.2 or, if payment of that

pension begins on a date other than the date of normal retirement age, by a sum equal to that negative target pension.

O.C. 308-2022, s. 32.

56. Where the member's benefits that may be partitioned or transferred to the spouse include both an entitlement to a refund and an entitlement to receive a pension benefit, each of those entitlements must be reduced by the sum paid to the spouse or transferred to the spouse's account over the total value of such refund and benefit.

O.C. 1158-90, s. 56; O.C. 568-91, s. 6; O.C. 1073-2009, s. 38.

DIVISION V.1

SEIZURE OF THE MEMBER'S BENEFITS

O.C. 173-2002, s. 47.

56.0.1. This division applies with respect to a seizure referred to in the second paragraph of section 109 of the Act that is effected by the member's spouse or on his behalf.

O.C. 173-2002, s. 47.

56.0.2. The value of the benefits accrued by the member is determined in accordance with sections 36 to 37.1 at the date of the declaration referred to in article 711 of the Code of Civil Procedure (chapter C-25.01).

O.C. 173-2002, s. 47; O.C. 1073-2009, s. 39; O.C. 1183-2017, s. 30.

56.0.3. Where the benefits attributed to the spouse are paid from the benefits of the member that are pension benefits within the meaning of section 33 and no pension is being paid to the member at the date referred to in section 56.0.2 the pension committee shall determine at that date the amount of the portion of the normal pension that, determined according to the value of the benefits attributed to the spouse, would have been paid to the member by the plan for that pension. The amount is said to be a negative pension. The pension committee must keep a record of the negative pension, as well as the adjustments made thereto pursuant to section 56.0.6.

Where the pension benefits correspond to a postponed pension, the negative pension is determined on the basis of the value of the pension recalculated at the date referred to in section 56.0.2, pursuant to section 79 of the Act.

In every case, the negative pension is determined by using the same assumptions as those used to determine the value of the member's benefits at the date referred to in section 56.0.2.

The negative pension is determined taking into account the periodic increase in the amount of the pension, before payment begins, based on the index or rate provided for under the plan, if applicable.

Where, for the purpose of the seizure of benefits, the value of the benefits of the member is determined taking into account the degree of solvency of the plan at the date referred to in section 56.0.2, the negative pension is determined using the value of the benefits granted to the spouse divided by that degree of solvency.

O.C. 173-2002, s. 47; O.C. 1183-2017, s. 31; O.C. 308-2022, s. 33.

56.0.3.1. In the case of a target-benefit plan, where section 56.0.3 applies, the pension committee must also determine, at the date referred to in section 56.0.2, a negative target pension.

The provisions of section 54.2 apply, with the necessary modifications, where the negative pension is determined.

O.C. 308-2022, s. 34.

56.0.4. Where the member's benefits include both entitlement to a refund and entitlement to receive a pension benefit, both of them must be reduced in the proportion that represents the value of the benefits attributed to the spouse upon seizure over the total value of those benefits.

O.C. 173-2002, s. 47.

56.0.5. Subject to section 56.0.4 and any contrary provision of the pension plan, capital benefits within the meaning of section 33 are the first to be used to pay the benefits attributed to the spouse.

O.C. 173-2002, s. 47.

56.0.6. The benefits allocated to the spouse may be paid without taking into account the conditions or time periods that affect the member's benefits. Such payment reduces the member's benefits in the following manner:

(1) where the benefits attributed to the spouse are paid from capital benefits, the value of the capital benefits is reduced by the amount paid;

(2) where the benefits attributed to the spouse are paid from pension benefits:

— any retirement, disability or replacement pension that is in payment on the date referred to in section 56.0.2 is reduced in proportion to the amount paid to the spouse over the value of the pension being paid on that date;

— any retirement, disability or replacement pension of which payment begins after the date referred to in section 56.0.2 must be reduced by the negative pension referred to in section 56.0.3 or, where the payment of the pension begins on a date other than the date of the normal retirement age, by a sum equal to the negative pension of the payment to the spouse;

— any other pension benefit, except for a phased retirement benefit or a benefit referred to in section 69.1 of the Act or in section 16.2, as well as any benefit or refund that must be paid or transferred must be reduced, up to its amount or value, by the negative pension referred to in section 56.0.3 or its value.

For the purposes of subparagraph 2 of the first paragraph, the negative pension referred to in section 56.0.3 must be adjusted in accordance with the rules provided for in the second and third paragraphs of section 55, which apply according to the date referred to in section 56.0.2.

Furthermore, where the pension amounts were received between the date referred to in section 56.0.2 and the date of the seizure, the pension paid on the latter date must be reduced in proportion to the accrued value of the overpayment by the value of the pension paid, the values having been determined using the assumptions provided for in the second paragraph of section 37.

Except in the case of a target-benefit plan, the pension plan may provide for reducing the member's benefits in a different manner, provided that manner leads to a lesser reduction of such benefits.

O.C. 173-2002, s. 47; O.C. 1073-2009, s. 40; O.C. 1183-2017, s. 32; O.C. 308-2022, s. 35.

56.0.7. In the case of a retirement, disability or replacement pension being paid at the date referred to in section 56.0.2, the target pension must be reduced in a proportion equal to the one that applies under the first paragraph of section 56.0.6. It must also be reduced by the amount whose pension paid is reduced pursuant to the third paragraph of section 56.0.6.

In the case of a retirement, disability or replacement pension whose payment begins after that date, the target pension must be reduced by the negative target pension referred to in section 56.0.3.1 or, if payment of the pension begins on a date other than the date of normal retirement age, by a sum equal to that negative target pension.

O.C. 308-2022, s. 36.

DIVISION VI

INFORMATION FOR MEMBERS AND BENEFICIARIES

§ 1. — *Summary of the plan*

O.C. 308-2022, s. 37.

56.1. The summary of the pension plan provided for in section 111 of the Act must contain, in addition to the information provided for in that section, the following information:

- (1) the index or rate provided for in the plan for indexation of the pension before and during its payment;
- (2) the rules applicable to the transfer of the member's benefits to another pension plan;
- (3) the plans referred to by any general agreement allowing the member's benefits or assets to be transferred to them;
- (4) the nature of the fees that may be charged to the member;
- (5) the rules that apply where members decide investments that may be made with the plan's assets;
- (6) in the case of a plan to which Chapter X of the Act applies, except for a target-benefit plan, a mention that for members who cease to be active members, only those whose benefits are not paid before the plan's termination or who cease to be active members less than 3 years prior to that date remain members for the purposes of the eventual allocation of surplus assets upon the plan's termination.

The summary of a target-benefit plan must also contain the following information:

- (1) a description of what is a target-benefit plan, including the fact that the benefits can be reduced in the event of insufficient contributions;
- (2) a description of the risks incurred by the members and beneficiaries and the means taken to manage those risks.

O.C. 173-2002, s. 48; O.C. 308-2022, s. 38.

§ 2. — *Statements of benefits*

O.C. 308-2022, s. 39.

56.1.1. In the case of a target-benefit plan, each time the mention of the amount of the normal pension or of another benefit, the reduction of such a pension or benefit or the value of benefits is required by a provision of this subdivision, that amount or value determined according to the benefit target must be mentioned, except in the case of a value adjusted in proportion to the degree of solvency of the plan.

That amount or value determined by taking into account, regardless of their effective date, adjustments resulting, where applicable, from the application of recovery measures, the restoration of benefits or the

appropriation of surplus assets provided for in any actuarial valuation report of the plan sent to Retraite Québec must also be mentioned.

O.C. 308-2022, s. 39.

56.2. The annual statement provided for in section 112 of the Act shall have 2 parts, of which the first concerns the benefits of the member or beneficiary to whom the statement is sent and the second the financial situation of the pension plan.

O.C. 173-2002, s. 48.

57. The first part of the annual statement referred to in section 112 of the Act and transmitted to an active member must contain the following information:

- (1) the member's name;
- (2) the name of the pension plan and the number that Retraite Québec assigned to it;
- (3) the fiscal year in question;
- (4) the name and address of the person to contact for any information concerning the plan;
- (5) the address of the office of the pension committee;
- (6) the name of any person entered in the records of the plan as the spouse or beneficiary of the member or, where necessary, a mention of the absence of an entry related to either of those capacities;
- (7) the date on which the member became a member of the plan;
- (8) *(subparagraph revoked)*;
- (9) the date on which the normal pension becomes payable to the member;
- (10) the member's current service contributions and amortization payments, or member contributions in the case of a target-benefit plan, and the additional voluntary contributions entered in the member's account during the fiscal year as well as the total of such contributions, distributed by type, with the interest accrued since the member joined the plan up to the end of the said fiscal year, less, in the case of contributions paid under a defined-contribution plan or a target-benefit plan; or under provisions similar to those of such a plan contained in a defined benefit plan, any sums applied to payment of a phased retirement benefit or of an early benefit or the execution of a seizure, transfer or partition of benefits;
- (11) *(subparagraph revoked)*;
- (12) the employer contributions entered in the member's account during the fiscal year under a defined contribution plan or under provisions identical to the provisions of such a plan contained in a defined-benefit plan or a target-benefit plan; as well as the total of the employer contributions entered in that member's account at the end of the fiscal year, including accrued interest and, less any sums applied to payment of a phased retirement benefit or of an early benefit or to the execution of a seizure, transfer or partition of benefits;
- (13) the benefits and sums transferred to the member's account and the sums paid into the account during the fiscal year to purchase past service, the total of such benefits and sums thus transferred or paid to the member's account since the date on which he became a member of the plan, with accrued interest, and distributed according as the benefits or amounts must or must not be used to constitute a pension as well as any credited service added or the amount of the normal pension constituted with such benefits and sums;
- (14) the rate applied during the fiscal year for the calculation of interest on the contributions and on the sums referred to in paragraphs 10 to 13, or the method used to calculate that interest;

(15) in the case of any plan other than a defined contribution plan:

(a) the service, including that referred to in paragraph 13, credited to the member for the calculation of the normal pension and appearing in the records of the plan at the end of the fiscal year;

(b) the annual amount of the normal pension that would be payable to the member for his recognised credited service at the end of the fiscal year;

(c) the amount of the reduction of that pension resulting from the payment, if any, of an early benefit or the execution of a seizure, a transfer or a partition of benefits;

(d) where the normal pension is determined on the basis of the member's annual remuneration or average remuneration, the remuneration or, where necessary, the average remuneration that the committee took into account to determine the amount provided for in subparagraph *b*;

(15.1) in the case of a target-benefit plan, the amount of any adjustment to the benefits resulting from the application of recovery measures, the restoration of benefits or the appropriation of surplus assets which, as the case may be, is provided for in an actuarial valuation report as at the date of the end of the fiscal year covered by the statement;

(16) *(subparagraph revoked)*;

(17) *(subparagraph revoked)*.

At least once every 3 years, the first part of the statement sent to a person who, as an active member of a pension plan other than a defined contribution plan would have been entitled to transfer the value of his benefits at the end of the preceding fiscal year if he had then ceased to be an active member, shall also include the following information:

(1) the value of the member's benefits at the end of that fiscal year, accompanied with a mention explaining that the value is provided for information purposes and that the value of the benefits is subject to large variations by reason in particular of fluctuations in the interest rates used to determine the value as well as the payment conditions of the pension benefits;

(1.1) the value referred to in subparagraph 1, adjusted in proportion to the plan's degree of solvency or as provided for in the plan text, that the member would have been able to transfer, accompanied with the mention provided for in subparagraph 1;

(1.2) a mention of the rules provided for under section 143 of the Act regarding the degree of solvency of the plan that is to be used for the purpose of paying the member's benefits, except for a target-benefit plan, the rules concerning the cap on the degree of solvency;

(1.3) if they apply to the member, the rules provided for in sections 144 to 145.1 of the Act;

(1.4) except for a target-benefit plan, the rules provided for in section 146 of the Act with regard to the payment of the balance of the value of the member's benefits or, where applicable, a mention of the rules set out in the plan;

(2) the latest date on which the member will be able to cease to be an active member and still have a transfer right;

(2.1) with regard to the time limits applicable for exercising a right to transfer, a mention of the rules established under the second paragraph of section 99 of the Act or, where applicable, the rules set out in the plan text;

(3) the personal information relative to the member and his spouse which were taken into account in determining the value referred to in paragraph 1, with a mention that it may be in the interest of the member and his spouse to have that information correct if it is erroneous.

O.C. 1158-90, s. 57; Erratum, 1991 G.O. 2, 41; O.C. 568-91, s. 7; O.C. 173-2002, s. 49; O.C. 1183-2017, s. 33; O.C. 1107-2019, s. 13; O.C. 308-2022, s. 40.

57.1. *(Revoked).*

O.C. 1681-97, s. 21; O.C. 173-2002, s. 50; O.C. 1107-2019, s. 14.

58. The statement referred to in the first paragraph of section 113 of the Act shall, in addition to what is stated in that paragraph with respect to a refund, the pension benefit or other benefits provided for under the pension plan, contain the following information:

(1) the date on which the member ceased to be an active member;

(2) in the event that the member is entitled to a refund, the conditions related to that entitlement and the amount of the refund or the method used to determine it;

(3) for the period elapsed since the end of the fiscal year covered by the last annual statement sent to the member affected until the date on which he ceased to be an active member, the information provided for in the first paragraph of section 57;

(4) in the event that the member is entitled to payment of a retirement pension in respect of which he exercised an option provided for in the plan, the following information:

(a) the date on which payment of the retirement pension began;

(b) the amount of that pension, excluding the amounts referred to in subparagraphs *c* to *h*;

(c) the amount by which that pension is reduced by reason of payment of an early benefit or execution of a seizure, a transfer or partition of benefits, as well as the amount of any adjustments related to joint and survivor rights, an early payment, a postponement or the exercise of an option provided for in section 91.1, 92.1 or 93 of the Act;

(c.1) if the member is entitled to a bridging benefit, the amount of that benefit and the date on which it will cease to be paid;

(c.2) in the case of a joint and last survivor annuity, the amount of the annuity that will be paid when the member dies or the method used to calculate it;

(c.3) in the case of an indexed pension, the method used to calculate the indexation and the time when it will be applied;

(c.4) in the case of a guaranteed pension, the period of the guarantee;

(d) in the case of a temporary pension, the amount thereof and the date on which it will cease to be paid;

(e) the member contributions which exceed the maximum set in section 60 of the Act and the amount of the additional pension constituted with that excess;

(f) *(subparagraph revoked)*;

(g) the amount of the additional pension constituted with the member's additional voluntary contributions or contributions paid during the period of postponement of the pension and the interest accrued thereon;

(h) the amount of the pension constituted following a transfer of benefits or assets or a purchase of past service for the member;

(5) where the member is entitled to payment of a retirement pension but did not exercise the choices provided for under the plan, the following information:

(a) the date on which payment of the retirement pension may begin;

(b) the amount of that pension, excluding pension amounts referred to in subparagraphs c to g, with a mention of the adjustments made following payment of an early benefit or execution of a seizure, transfer or partition of benefits and the adjustments related to integration, early payment or postponement of the normal pension;

(c) a description of the choices that can be exercised and the adjustments that would result therefrom;

(d) the member contributions that exceed the maximum set in article 60 of the Act, and the amount of the additional pension constituted with that excess;

(e) *(subparagraph revoked)*;

(f) the amount of the additional pension constituted with the member's additional voluntary contributions and the interest accrued thereon;

(g) the amount of any pension constituted following a transfer of benefits or assets or the purchase of past service to the advantage of the member;

(6) where the member is entitled to payment of a disability pension, the information referred to in subparagraphs e to h of paragraph 4, as well as the following information:

(a) the date on which payment of the disability pension begins;

(b) the amount of the disability pension or the amount of the payment or series of payments resulting from the option provided for in paragraph 4 of the first paragraph of section 93 of the Act, with, the latter case, the due date of each payment;

(c) the amount of the reduction of the disability pension resulting from payment of an early benefit or execution of a seizure, transfer or partition of benefits;

(d) in the case of a temporary pension, the amount thereof and the date on which it will cease to be paid;

(e) if the plan provides that the disability pension is increased when the member reaches 65 years of age by reason of the termination of a disability pension under the Act respecting the Québec Pension Plan (chapter R-9), the amount of that increase;

(7) in the event of the member's death, the nature and amount of the death benefit;

(8) in all other cases, the following information:

(a) the value of the deferred pension vested to the member;

(b) the member contributions that exceed the maximum set in section 60 of the Act;

(c) *(subparagraph revoked)*;

(d) the value and amount, if any, of the pension constituted following a transfer of benefits or assets or the purchase of past service to the advantage of the member;

(e) the amount of the reduction of the deferred pension resulting from payment of an early benefit or execution of a seizure, transfer or partition of benefits;

(9) if the member can exercise the right to a transfer provided for in section 98 of the Act,

(a) the rules applicable to the transfer of benefits to another pension plan;

(b) the most recent degree of solvency of the plan on the date on which the value of benefits is determined;

(c) the rules provided for in section 143 of the Act regarding the degree of solvency of the plan that is to be used for the purpose of paying the member's benefits, except, for a target-benefit plan, for the rules regarding the cap on the degree of solvency;

(d) if they apply to the member, the rules provided for in sections 144 to 145.1 of the Act;

(e) except for a target-benefit plan, the rules provided for in section 146 of the Act with regard to the payment of the balance of the value of the member's benefits or, where applicable, a mention of the rules determined by the plan;

(9.1) in the case of a target-benefit plan, a mention that if the member's benefits are maintained in the plan, those benefits and their value are subject to variations based on the financial position of the plan;

(9.2) *(paragraph replaced);*

(9.3) *(paragraph replaced);*

(10) the personal information related to the member and the member's spouse, which was taken into account in determining the amounts shown on the statement, with a mention that it may be in their interest to have any erroneous information corrected;

(11) where applicable, the mention that the plan has an annuity purchasing policy.

O.C. 1158-90, s. 58; O.C. 568-91, s. 8; O.C. 1681-97, s. 22; O.C. 173-2002, s. 51; O.C. 1183-2017, s. 34; O.C. 1107-2019, s. 15; O.C. 308-2022, s. 41.

59. The first part of the annual statement referred to in section 112 of the Act and sent to a non-active member must contain the following information:

(1) that provided for in paragraphs 1 to 6 and 15.1 of the first paragraph of section 57;

(2) where a member has begun receiving a retirement pension:

(a) the amount of the pension;

(b) if a bridging benefit is paid to the non-active member, the amount and the date on which it will cease to be paid;

(c) if the pension was replaced in whole or in part by a temporary pension, the amount of the pension and the date on which it will cease to be paid;

(d) the nature of the death benefit payable by supposing that the member had died on the date of the statement.

(3) where a member has begun receiving a disability benefit:

(a) in the case of a pension, the information referred to in subparagraphs *a* and *c* of subparagraph 2;

(b) in the case of a series of payments referred to in subparagraph 4 of the first paragraph of section 93 of the Act, the amount and the date of each expected payment;

(c) in the case of a benefit increased by reason of the termination of a disability pension payable under the Act respecting the Québec Pension Plan (chapter R-9) when the member reaches 65 years of age, the date on which the increase begins and its amount;

(4) where a member is entitled to a deferred pension:

(a) the date on which he ceased to be an active member;

(b) the anticipated amount of the pension, where the plan is not a defined contribution plan;

(c) the amount of the reduction of the pension resulting from payment of an early benefit or execution of a seizure, transfer, or partition of benefits;

(d) the information referred to in subparagraphs 10 and 12 of the first paragraph of section 57, but only regarding the amounts accrued since the member joined the plan;

(e) the amount of the member contributions that exceed the ceiling set in section 60 of the Act, with accrued interest;

(f) *(subparagraph revoked)*;

(g) the benefits and sums transferred to the member's account and the sums paid to his account for the purchase of past service during the fiscal year, the total of the benefits and sums thus transferred or paid to the member's account since the date on which he became a member of the plan, with accrued interest, distributed according as they must or must not be used to constitute a pension and any credited service added or the amount of the normal pension constituted with such benefits and sums;

(h) the rate applied or the method used during the fiscal year to calculate the interest referred to in subparagraphs *d* to *g*;

(i) the rules applicable to the transfer of the member's benefits to another pension plan;

(4.1) in the case of an indexed pension, the index or rate used for the indexation;

(5) where the value of the member's benefits has been paid only in part, a mention of the rules provided for in section 146 of the Act or in the plan with regard to the payment of the balance of the benefits, the amount of that balance and a mention of each year in which a payment will be made, where applicable;

(6) where final payment of a portion of the member's benefits has been made in accordance with the plan's annuity purchasing policy,

(a) the name and contact information of the insurer from which the portion of the annuity was purchased during the fiscal year in question, along with the number of the insurance contract and the date on which the agreement was made with the insurer;

(b) the amount of the portion of the annuity purchased from the insurer during the fiscal year in question and, where in accordance with the second paragraph of section 61.0.7 the characteristics of the pension differ from those of the pension payable under the plan, its characteristics;

(c) the aggregate of all portions of annuities purchased from an insurer in accordance with the plan's annuity purchasing policy;

(d) the amount of the portion of the pension paid under the plan;

(e) a mention of the rules set out under section 182.2 of the Act for each portion of annuity purchased from an insurer and to which the rules apply.

At least once every 3 years, the first part of the statement sent to a non-active member who is entitled to a deferred pension under a plan other than a defined contribution plan and who, on a date subsequent to the sending of the statement, will be able to transfer the value of his benefits to another pension plan, shall also contain the following information:

- (1) the information indicated in subparagraphs 1 to 1.4, 2.1 and 3 of the second paragraph of section 57;
 - (1.1) *(subparagraph replaced)*;
 - (1.2) *(subparagraph replaced)*;
 - (1.3) *(subparagraph replaced)*;
 - (1.4) *(subparagraph replaced)*;
 - (1.5) *(subparagraph replaced)*;
- (2) the latest date on which the member will be able to exercise his or her right of transfer;
- (3) the most recent degree of solvency determined at the date on which the statement is prepared.

O.C. 1158-90, s. 59; O.C. 568-91, s. 9; O.C. 1681-97, s. 23; O.C. 173-2002, s. 51; O.C. 1183-2017, s. 35; O.C. 1107-2019, s. 16; O.C. 308-2022, s. 42.

59.0.1. The first part of the annual statement referred to in section 112 of the Act and sent to the beneficiary must contain the following information:

- (1) the beneficiary's name;
- (2) the information provided for in subparagraphs 2 to 5 and 15.1 of the first paragraph of section 57;
- (3) the amount of the pension benefit paid and, in the case of a temporary pension benefit, the date on which the benefit will cease to be paid;
- (4) where there is provision for a reduction of the pension benefit, the amount of the reduction and the date on which the reduction may be effective;
- (5) *(paragraph revoked)*;
- (5.1) where final payment of a portion of the member's benefits has been made in accordance with the plan's annuity purchasing policy, the information provided for in subparagraph 6 of the first paragraph of section 59;
- (6) the index or rate used for the indexation of the pension benefit.

O.C. 173-2002, s. 52; O.C. 1183-2017, s. 36; O.C. 308-2022, s. 43.

59.0.2. The second part of an annual statement referred to in section 112 of the Act shall, where the statement is sent to a member or beneficiary of a pension plan to which chapter X of the Act applies, contain the following information:

- (1) the degree of funding of the pension plan determined at the date of the most recent actuarial valuation of the plan and the degree of solvency of the plan determined at that date or, if it is more recent, at the date the notice referred to under section 119.1 of the Act;

(1.1) the target level of the stabilization provision of the plan determined at the date of the most recent actuarial valuation of the plan;

(2) the maximum amount of the surplus assets determined in accordance with section 146.7 of the Act, at the date of the most recent actuarial valuation of the plan, and a description of the procedure for appropriating the surplus assets prescribed by the plan;

(3) the employer contribution that the employer paid during the fiscal year concerned;

(4) the member's current service contributions and amortization payments, or member contributions in the case of a target-benefit plan, paid by the members during the fiscal year concerned;

(4.1) the amounts recorded in accordance with section 42.2 of the Act, determined as at the date of the most recent actuarial valuation of the plan;

(5) the portion of the surplus assets used during the fiscal year in accordance with section 146.8 and, as the case may be, section 146.9 of the Act, including how they were appropriated.

If the statement is sent to a member or beneficiary of a target-benefit plan, that part must contain, in addition to the information referred to in subparagraphs 1, 1.1, 3 and 4 of the first paragraph:

(1) a description of the benefit target;

(2) a description of the circumstances, set by the plan, giving rise to the application of recovery measures, the restoration of benefits and the appropriation of surplus assets;

(3) a description of any adjustment to the benefits and contributions that applied during the fiscal year covered by the statement:

(a) following the application of recovery measures;

(b) following the restoration of benefits;

(c) following the appropriation of surplus assets, by indicating, where applicable, the portion of surplus assets used in accordance with section 146.9.1.3 of the Act and how they were appropriated;

(4) a description of any adjustment to the benefits and contributions, provided for in an actuarial valuation on the date of the end of the fiscal year covered by the statement and whose report was sent to Retraite Québec, that results from:

(a) the application of recovery measures;

(b) a restoration of benefits;

(c) the appropriation of surplus assets, by indicating the maximum amount that may be used, determined in accordance with section 146.9.1.2 of the Act, as well as the amount used and the appropriating procedure applicable in accordance with section 146.9.1.3 of the Act.

Where the statement is sent to a member or beneficiary not referred to in the first paragraph, this part must indicate the plan's surplus assets and the portion thereof used to pay additional obligations arising from an amendment to the plan and to pay the employer contribution during the fiscal year.

O.C. 173-2002, s. 52; O.C. 1183-2017, s. 37; O.C. 1107-2019, s. 17; O.C. 308-2022, s. 44.

59.1. In the case of a simplified pension plan, the statements referred to in paragraph 1 of section 112 and in section 113 of the Act must indicate whether the administration costs, are borne in whole or in part by the members or by the pension fund, as well as the amount, per member, of those costs or the formula for

determining them, showing separately the portion of those costs borne by the member, the pension fund and the employer.

O.C. 658-94, s. 8; O.C. 173-2002, s. 53.

§ 3. — *Consultation of documents*

O.C. 308-2022, s. 45.

60. The other documents that may, under section 114 of the Act, be consulted by an eligible employee, a member or a beneficiary are:

(1) any provision forming part of a document providing for working conditions relative to the pension plan;

(1.1) the internal by-laws of the pension committee;

(2) the investment policy of the pension committee;

(3) the deeds of delegation of powers by the pension committee;

(4) any general agreement permitting the members to transfer benefits or assets into another plan;

(4.1) the funding policy of the plan;

(4.2) the recovery plans of a pension plan to which Chapter X.2 of the Act applies;

(5) the annual statements and financial reports referred to in section 161 of the Act;

(6) the reports transmitted to Retraite Québec relative to the actuarial valuations of the plan;

(7) the documents referred to in paragraph 3 of section 24 of the Act;

(7.1) in the case of an insured pension plan, any report prepared by the insurer relative to the plan;

(7.2) the annuity purchasing policy of the plan;

(8) the correspondence between Retraite Québec and the pension committee during the 60 months preceding the date of the application for consultation, with the exception of correspondence concerning another employee, member or beneficiary;

(9) *(paragraph revoked)*.

O.C. 1158-90, s. 60; O.C. 173-2002, s. 54; O.C. 1073-2009, s. 41; O.C. 1183-2017, s. 38.

DIVISION VI.1

(Revoked).

O.C. 1073-2009, s. 42; O.C. 1183-2017, s. 39.

§ 1. —

(Revoked).

O.C. 1073-2009, s. 42; O.C. 1183-2017, s. 39.

60.1. *(Revoked).*

O.C. 1073-2009, s. 42; O.C. 1183-2017, s. 39.

§ 2. —

(Revoked).

O.C. 1073-2009, s. 42; O.C. 1183-2017, s. 39.

60.2. *(Revoked).*

O.C. 1073-2009, s. 42; O.C. 1183-2017, s. 39.

60.3. *(Revoked).*

O.C. 1073-2009, s. 42; O.C. 1183-2017, s. 39.

60.4. *(Revoked).*

O.C. 1073-2009, s. 42; O.C. 1183-2017, s. 39.

60.5. *(Revoked).*

O.C. 1073-2009, s. 42; O.C. 1183-2017, s. 39.

DIVISION VI.2

STABILIZATION PROVISION

O.C. 608-2016, s. 2.

60.6. The target level of the stabilization provision provided for under section 125 of the Act is determined using the following scale, based on the percentage of the assets allocated to variable-yield investments in accordance with the target set out in the plan's investment policy in effect at the date of the actuarial valuation of the plan, and the ratio between the duration of the assets and the duration of the liabilities at that date:

Target level of the stabilization provision (%)

		Duration of the assets/ Duration of the liabilities (%)				
		0	25	50	75	100
0		10	8	7	6	5

SUPPLEMENTAL PENSION PLANS

	20	12	10	9	8	7
Assets	40	15	13	12	11	11
allocated to	50	17	15	14	13	13
variable-yield	60	20	18	17	17	17
investments	70	24	22	22	22	22
(%)	80	27	26	26	26	26
	100	33	32	32	32	32

Assets allocated to variable-yield investments are those not allocated to fixed-income investments.

Where the percentage of the assets of the plan allocated to variable-yield investments or the ratio between the duration of the assets and the duration of the liabilities is between two percentage points indicated on the scale, the target level of the stabilization provision is calculated using a linear interpolation and rounded off to the first decimal.

O.C. 608-2016, s. 2; O.C. 1107-2019, s. 18; I.N. 2019-12-01.

60.7. Derivatives may not be considered assets for the purpose of establishing the target level of the stabilization provision.

However, derivatives that increase the pension fund’s exposure to stock market risks shall be added to assets allocated to variable-yield investments.

Furthermore, derivatives may be taken into consideration for the purpose of establishing the duration of the assets.

O.C. 608-2016, s. 2.

60.8. For the purposes of this Division, fixed-income investments are:

- (1) cash on hand;
- (2) money market securities whose rating, attributed by a rating agency referred to in the third paragraph, is the one indicated with regard to that agency or a higher rating;
- (3) bond market securities whose rating, attributed by a rating agency referred to in the third paragraph, is the one indicated with regard to that agency or a higher rating;
- (4) first or second mortgages the amount of which is not more than 75% of the value of the property that is used as a security for the payment.

Up to 50% of the assets invested in infrastructure or in immovables (real estate) can be considered fixed-income investments. Investments in stock market securities are excluded.

The minimum ratings, by rating agency and type of investment, are as follows:

Rating agency	Rating	
	Bond market securities	Money market securities

Dominion Bond Rating Service	BBB-	R-2 (low)
Fitch Ratings	BBB-	F-3
Moody's Investors Service	Baa3	P-3
Standard & Poor's	BBB-	A-3

Money market or bond market securities whose rating attributed by another rating agency recognized by a competent authority is at least equal to the one indicated for the agencies mentioned in the third paragraph can also be considered as fixed-income investments.

Unquoted private debts if the plan's investment manager certifies, on the date of each actuarial valuation, that the debts are of a quality at least equivalent to that of the investments to which a rating referred to in the third paragraph is attributed may also, for a portion not exceeding 10% of the assets of the plan allocated to investments, be considered as fixed-income investments. The report on the actuarial valuation of the plan must mention that the pension committee attests that the required certifications regarding those investments were obtained and it may file them with Retraite Québec on request.

O.C. 608-2016, s. 2; O.C. 1107-2019, s. 19; O.C. 308-2022, s. 46.

60.9. The duration of the assets is determined by the actuary who is responsible for carrying out the actuarial valuation. It is equal to the total of the durations of each of the fixed-income investments provided for in the investment policy, regardless of the minimum ratings or the upper limits provided for in section 60.8, weighted on the basis of the target determined for that investment in the policy.

The duration of each investment is established according to the benchmark index provided in the investment policy for the investment. The duration of an investment for which no index is provided in the investment policy is calculated by the person or body who invests any part of the plan's assets.

The duration attributed to an investment in infrastructure or in immovables (real estate) shall not exceed 6.

O.C. 608-2016, s. 2; O.C. 1107-2019, s. 20.

60.10. The duration of the liabilities is established by the actuary responsible for carrying out the actuarial valuation using the following formula:

$$(P_- - P_+) / (2 * P * 0,01)$$

where

“P” is the value of the liabilities on a funding basis, as at the date of the actuarial valuation, established using the discount rate determined by the actuary;

“P₋” is the same value of the liabilities established using the discount rate minus 1%;

“P₊” is the same value of the liabilities established using the same discount rate plus 1%.

For the application of this section, the liabilities of the plan must be increased by the value of the additional obligations resulting from any amendment considered for the first time at the date of the actuarial valuation of the plan.

In the case of a target-benefit plan, the plan's liabilities are determined before the application of recovery measures, the restoration of benefits or the appropriation of surplus assets provided for in the actuarial

valuation. In addition, the value of the additional obligations resulting from any amendment considered for the first time at the date of the actuarial valuation of the plan must not be taken into account.

O.C. 608-2016, s. 2; O.C. 308-2022, s. 47.

60.11. Where no target is set out in the investment policy of the plan in effect on 31 December 2015, the target provided for in the investment policy in effect on the date on which the actuarial valuation report referred to under section 318.2 of the Act is produced shall be used.

O.C. 608-2016, s. 2.

DIVISION VI.3

FUNDING POLICY

O.C. 1183-2017, s. 40.

60.12. The funding policy provided for under section 142.5 of the Act must

(1) indicate that its purpose is to establish the principles related to plan funding that must guide the pension committee in the performance of its duties;

(2) describe the main characteristics of the employer and the employer's sector that could affect plan funding;

(3) describe the type of pension plan, its main provisions and the demographic characteristics that could affect plan funding;

(4) describe the funding objectives of the pension plan with regard to variations in and the level of contributions and benefits;

(5) identify the main risks related to funding of the pension plan and the employer's and active members' level of tolerance thereto.

O.C. 1183-2017, s. 40.

60.13. The funding policy may also provide specifications with regard to any question related to the pension plan's investment goals, particularly with regard to the determination of the value of the liabilities and the determination of the value of the assets for, among other things, the smoothing of assets, for the use of an implicit margin, and for the circumstances giving rise to the reduction of a letter of credit, with regard to the frequency of actuarial valuations not referred to under section 118 of the Act, and with regard to the measures that could be used to quantify and manage the risks related to plan funding.

O.C. 1183-2017, s. 40.

DIVISION VII

INVESTMENTS

61. A loan cannot be granted to an employer, a partnership or a person referred to in section 177 of the Act unless that loan is fully secured by any of the following types of security:

(1) in the case of a member, his spouse or his child, a hypothec on an immovable;

(2) in other cases:

(a) a hypothec of the first rank;

(b) a hypothec of an investment presumed sure and referred to in section 1339 of the Civil Code or the pledge of a gilt-edged security referred to in section 3 of the Securities Regulation (chapter V-1.1, r. 50);

(c) the hypothec of a security guaranteed by a security of the first rank;

(d) the guarantee of the gouvernement du Québec, of the Government of Canada, of a Canadian province, of any of their agencies or of a financial institution empowered to guarantee borrowings in Canada.

O.C. 1158-90, s. 61; O.C. 173-2002, s. 55.

DIVISION VII.0.1

ANNUITY PURCHASING POLICY

O.C. 1183-2017, s. 41.

§ 1. — *Funding with regard to the annuity purchasing policy*

O.C. 1183-2017, s. 41.

61.0.1. The funding requirements provided for in this subdivision apply to the payment of benefits according to the annuity purchasing policy referred to in section 142.4 of the Act.

O.C. 1183-2017, s. 41.

61.0.2. Where the actuarial valuation as at the date of the agreement with the insurer shows that the degree of solvency of the plan, established without taking into account the purchase of annuities, is less than 100%, a special annuity purchasing payment must be paid into the pension fund to maintain the degree of solvency of the plan at the level established before the purchase of the annuities.

Where the degree of solvency is greater than or equal to 100%, the payment of benefits must not cause the degree of solvency of the plan to be less than 100%. Otherwise, a special annuity purchasing payment must be paid into the pension fund to maintain the degree of solvency at 100%.

Where payment of the benefits of the members and beneficiaries is made by way of subrogation under section 61.0.5 and as a result the degree of solvency of the plan is reduced below the level set under the first or second paragraph, a special annuity purchasing payment must be paid to maintain the degree of solvency of the plan at the level established before the benefits of the members or beneficiaries are paid or at 100%, as the case may be.

O.C. 1183-2017, s. 41.

61.0.3. In order for benefits to be paid under the annuity purchasing policy, the employer must consent in writing to pay into the pension fund the special annuity purchasing payment required under section 61.0.2.

O.C. 1183-2017, s. 41.

61.0.4. The special annuity purchasing payment is payable in full as of the date following the date of the actuarial valuation referred to in subparagraph 3 of the first paragraph of section 118 of the Act.

O.C. 1183-2017, s. 41.

61.0.5. The annuities purchased directly from an insurer in respect of service credited under a pension plan, but not pursuant to the annuity purchasing policy of the plan, may be paid in accordance with the

annuity purchasing policy of the pension plan by subrogating the member or beneficiary of the annuity in the rights of the pension fund as regards the contract entered into with the insurer.

O.C. 1183-2017, s. 41.

§ 2. — *Annuity purchasing policy*

O.C. 1183-2017, s. 41.

61.0.6. This subdivision determines the requirements for a plan's annuity purchasing policy established in application of section 182.1 of the Act.

O.C. 1183-2017, s. 41.

61.0.7. The annuity purchased from an insurer must have the same characteristics as the pension payable under the pension plan.

However, if no annuity of the type to which the member or beneficiary is entitled is available on the market due to its nature, in order to have an insurer guarantee the pension, the characteristics of the annuity that make it unavailable on the market may be replaced by similar characteristics that do not entail such a result.

The annuity thus modified must, on the date of the agreement with the insurer, be of a value equal to that of the pension to which the member or beneficiary is entitled under the plan. These values must be established on the basis of the actuarial assumptions referred to in section 61 of the Act.

O.C. 1183-2017, s. 41.

61.0.8. In the case referred to in the second paragraph of section 61.0.7, for the purchase of the annuity of a member or beneficiary to be considered final payment of his benefits, the member or beneficiary must, within 30 days of the date on which the notice provided for in the second paragraph is sent, consent in writing to the replacement of the characteristics of his pension.

The member or beneficiary must be informed in a notice of the amount and characteristics of the annuity whose purchase is being proposed to replace those of the pension payable under the plan and the effects that replacing the characteristics of the annuity has on the benefits accrued under the plan. A consent form must be enclosed with the notice.

In addition to the information provided for in the second paragraph, the notice must indicate that the purchase of the annuities is contingent on the premium required by the insurer. Furthermore, it must indicate that a notice containing the information required under paragraph 9 of section 61.0.10 will be provided to each member or beneficiary who has consented to the replacement once his annuity has been purchased from an insurer or, if applicable, once he has opted not to proceed with the payment of his benefits.

O.C. 1183-2017, s. 41.

61.0.9. Where the spouse of the annuity holder is entitled, on the holder's death, to the pension referred to in section 87 of the Act, the contract with the insurer must provide that the spouse of the holder cease to be entitled to such benefits in any situation referred to under section 89 of the Act, unless the holder has sent the notice provided for under that section to the pension committee or a similar notice to the insurer.

Furthermore, the contract with the insurer must provide that the holder of the annuity may, if his spouse is no longer entitled to benefits in accordance with the first paragraph, require that his annuity be replaced by another, under the conditions provided for in the first and third paragraphs of section 89.1 of the Act.

For the purposes of the first paragraph, the holder of the annuity is a member of a pension plan whose benefits were paid in accordance with the annuity purchasing policy.

O.C. 1183-2017, s. 41.

61.0.10. The annuity purchasing policy must indicate

- (1) that it has been established by the person or body who may amend the pension plan;
- (2) the rules regarding its revision;
- (3) the circumstances under which annuity purchases may be made from an insurer;
- (4) whether the benefits of members and beneficiaries may be paid in part and the special conditions that apply to such a payment;
- (5) the funding requirements referred to in section 61.0.2 for maintaining the degree of solvency of the plan and for making the special annuity purchasing payment to the pension fund;
- (6) the obligation to obtain the written consent of the employer with regard to making the special annuity purchasing payment in accordance with section 61.0.2;
- (7) the criteria for selecting the annuities to be purchased from an insurer;
- (8) the requirements referred to in sections 61.0.7 and 61.0.8 regarding the characteristics that the annuity purchased from an insurer must have and the conditions under which the characteristics of the pension may be replaced, in particular regarding the written consent of the member or beneficiary with regard to replacing the characteristics of his pension;
- (9) the information that must be provided to each member and beneficiary whose benefits are paid in accordance with the annuity purchasing policy, such as the amount and the characteristics of the annuity purchased, the name and contact information of the insurer and the rules provided for in section 182.2 of the Act;
- (10) the process and the criteria for choosing the insurer;
- (11) the effective date of the annuity purchasing policy.

O.C. 1183-2017, s. 41.

DIVISION VII.0.2

SUBJECTS ON THE AGENDA OF THE ANNUAL MEETING

O.C. 1183-2017, s. 41.

61.0.11. The following subjects must be on the agenda of the annual meeting:

- (1) the main risks related to plan funding identified in the funding policy;
- (2) the measures taken, in the course of a fiscal year of the plan, to manage the main risks related to the plan's funding;
- (3) where annuities have been purchased in accordance with the annuity purchasing policy since the previous annual meeting:

(a) the number of transactions for annuities purchased and the premium required by the insurer for each transaction;

(b) the criteria for choosing the annuities and the insurer;

(c) for each purchase of annuities, the degree of solvency of the plan before and after the purchase and, if applicable, the amount of the special annuity purchasing payment related to the purchase;

(d) an overview of the main changes made to the annuity purchasing policy;

(4) in the case of a target-benefit plan:

(a) a description of what a target-benefit plan is, including the fact that the benefits may be reduced in the event of insufficient contributions;

(b) the adjustments to benefits and changes to the contributions or to benefit targets that have been applied since the last annual meeting and those the application of which is provided for in an actuarial valuation report sent to Retraite Québec after the date of that meeting.

O.C. 1183-2017, s. 41; O.C. 308-2022, s. 48.

DIVISION VII.1

MERGER OF THE ASSETS AND LIABILITIES OF SEVERAL PENSION PLANS

O.C. 173-2002, s. 56.

61.1. The notice provided for in the third paragraph of section 196 of the Act must contain:

(1) the name of the absorbed plan and the number assigned to it by Retraite Québec;

(2) the name of the absorbing plan and the number assigned to it by Retraite Québec;

(3) the number of members and beneficiaries of the absorbed plan at the effective date of the amendment intended to merge the assets and liabilities of the affected plans;

(4) where a merger does not include the total assets of the absorbed plan, a description of the group constituted by the members and beneficiaries whose benefits would be transferred to the absorbing plan and their number;

(5) where the effects of the provisions are not identical, the provisions of the concerned plans regarding the appropriation of surplus assets during the existence of the plan;

(6) where the effects of the provisions are not identical and those of the absorbing plan are not more advantageous than those of the absorbed plan, the provisions of the concerned plans regarding the allocation of the surplus assets determined on plan termination;

(7) where Retraite Québec authorizes the merger, the mention that only the provisions of the absorbing plan will apply with respect to the appropriation of surplus assets during the existence of the plan and the allocation of surplus assets on plan termination in respect of the members and beneficiaries of the absorbed plan who are affected by the merger;

(8) a mention that the members and beneficiaries whose benefits may be transferred from the absorbed plan to the absorbing plan may, within 60 days following receipt of the notice or of the publication, if any, of the notice provided for in the third paragraph of section 146.4 of the Act, according the latest of them, to make known in writing to the pension committee their opposition to the merger of the plans;

(9) the address of the pension committee;

(10) the name of the signatory, the attestation that he is duly authorized by the pension committee to give the notice and the date of signing.

O.C. 173-2002, s. 56; O.C. 1183-2017, s. 42.

DIVISION VIII

LIQUIDATION OF THE BENEFITS OF THE MEMBERS AND BENEFICIARIES

O.C. 1158-90, Div. VIII; O.C. 173-2002, s. 57.

§ 1. — *Withdrawal of an employer*

O.C. 308-2022, s. 49.

62. The report related to the withdrawal of an employer that is referred to in the second paragraph of section 202 of the Act must contain the following information:

- (1) the name of the plan and the number assigned to it by Retraite Québec;
- (2) the effective date of the amendment giving rise to the withdrawal, the reason for the withdrawal and the name of the affected employer;
- (3) the value of the plan's assets at the date of the valuation of the members' and beneficiaries' benefits;
- (4) the employer and member contributions required and those paid for the period between the date of the plan's last fiscal year and the year of the withdrawal, distinguishing the contributions relative to the affected employer from the total contributions of the other employers;
- (5) the assets allocated to the group constituted of the benefits of the affected members and beneficiaries and the assets allocated to all the other groups, in accordance with sections 220 to 227 of the Act as well as the description and method used;
- (6) where required, the assumptions and methods used to determine the value of the assets and of the benefits of the plan's members and beneficiaries;
- (7) the value of the benefits of the members and beneficiaries not affected by the withdrawal;
- (8) the names of the members and beneficiaries affected by the withdrawal, grouped according to the categories provided for in paragraph 2 of section 201 of the Act, as well as the nature and the value of their benefits at the date of their valuation;
- (9) the degree of solvency of the plan at the date of the valuation of the members' and beneficiaries' benefits, determined, except for a target-benefit plan, considering only the value of the benefits of the members and beneficiaries not affected by the withdrawal and the assets allocated to them;
- (10) where, with respect to the employer and the members and beneficiaries affected by the withdrawal, the contributions paid are less than the contributions required, the report must, in addition, indicate the distribution of the total contributions required and the total contributions paid among those members and beneficiaries, with a mention for each of them of the portion related to employer contributions, member contributions and additional voluntary contributions;
- (11) the debt, if any, of the employer affected by the withdrawal, a description of the measures put into effect to ensure the collection of the debt and its distribution among the members and beneficiaries affected by the withdrawal;

(12) where, at the date of the valuation of the benefits of the members and beneficiaries affected by the withdrawal, the assets allocated to the group consisting of the benefits are, after deducting any contribution relative to that group and referred to in section 227 of the Act, less than the value of the benefits of those members and beneficiaries, the amount of the reduction in benefits that each of them will sustain if the employer's debt and the unpaid contributions are not collected;

(13) a description of the payment methods offered to each category of members and beneficiaries affected by the withdrawal;

(14) a certificate by the author of the report that it was prepared in conformity with the provisions of the Act and the Regulation;

(15) the name and address of the author of the report, his professional title and the date of signing.

In the case provided for in paragraph 12 of the first paragraph, the value of the members' and beneficiaries' benefits affected by the withdrawal shall be distributed in accordance with each item of the payment order provided for in section 218 of the Act.

O.C. 1158-90, s. 62; O.C. 173-2002, s. 57; O.C. 1073-2009, s. 43; O.C. 1183-2017, s. 43; O.C. 308-2022, s. 50.

§ 2. — Termination of the plan

O.C. 308-2022, s. 51.

63. The termination declaration that the pension committee sends in application of section 207.1 of the Act must be in conformity with that provided in Schedule II where the termination follows a notice by the employer, in Schedule II.1 where the termination follows the notice of the person or body empowered to amend the plan or that provided in Schedule III where the termination follows a decision of Retraite Québec. The notice of termination must be enclosed with the declaration referred to in Schedule II or II.1.

O.C. 1158-90, s. 63; O.C. 1895-93, s. 3; O.C. 173-2002, s. 57; O.C. 308-2022, s. 52.

64. The termination report provided for in section 207.2 of the Act must contain the following information, subject to the adaptations required in the case of an insured plan or a plan referred to in paragraph 2 of section 116 of the Act:

(1) the name of the plan and the number assigned to it by Retraite Québec;

(2) the plan's termination date;

(3) the value of the plan's assets at the date of termination, distributed according to the nature of each element of which it is constituted;

(4) the employer and member contributions required and those paid for the period between the end of the preceding fiscal year of the plan and the date of termination;

(5) in the case of a plan is referred to in the second paragraph of section 230.1 of the Act:

(a) the assets allocated to each group of benefits, determined in accordance with sections 220 to 227 and 230.1 of the Act;

(b) the share of surplus assets, if any, allocated to each group of benefits and the proportion of the surplus assets at the termination date represented by that share;

(c) the description of the method used to determine the sums referred to in subparagraphs a and b;

(6) where required, the assumptions and methods used to determine the value of the assets and the value of the benefits of the plan's members and beneficiaries;

(7) the names of the members and beneficiaries affected by the termination, distributed by employer and according to the categories referred to in section 207 of the Act, as well as the nature and value of their benefits at the date of termination;

(8) in the case of a plan to which Chapter X of the Act applies, the ratio of the value of the assets to the value of the liabilities determined in accordance with section 212.1 of the Act and, in the case of a target-benefit plan, in section 146.89 of the Act, each value being reduced in accordance with section 122.1 of the Act;

(8.1) if applicable, the amount which must be paid under section 15.0.0.10;

(8.2) where the plan has surplus assets:

(a) the plan's surplus assets at the date of termination and at the latest date at which its value is known;

(b) the amounts recorded in accordance with section 42.2 of the Act;

(c) a summary of the provisions of the plan related to the allocation of any surplus assets in case of plan termination;

(d) a description of the allocation of surplus assets in accordance with section 230.2 of the Act and with the plan provisions;

(e) the name of each employer who is party to the plan and, for each of them, the surplus assets allocated to the group of benefits connected to each, the portion of the surplus assets granted to each at the dates referred to in subparagraph *a* and the proportion that such portion represents at the same dates with respect to the total surplus assets of the plan;

(8.3) where all or a portion of the surplus assets is granted to persons referred to in section 182.2, 240.2, 308.3 or 310.1 of the Act, the actuarial assumptions and methods used to determine the presumed value of their benefits for the purposes of determining their share of the surplus assets;

(8.4) where a portion of the surplus assets is granted to the members or beneficiaries:

(a) their names;

(b) the share that each of them would have received had the surplus assets been allocated at the date of termination;

(c) an estimate of the share that each will receive, determined at the latest date referred to in subparagraph *a* of subparagraph 8.2;

(d) the methods for payment of the surplus assets thus allocated;

(9) where, with respect to the employer affected by the termination, the contributions paid are less than the contributions required, a mention of the unpaid portion related to employer contributions, member contributions and additional voluntary contributions;

(10) the debt, if any, of each employer affected by the termination, determined in accordance with section 228 of the Act;

(11) where, at the date of termination, the assets allocated to a group of benefits of members and beneficiaries affected by the termination is, after reduction of any contribution relative to that group and referred to in section 227 of the Act, less than the value of the benefits of the those members and

beneficiaries, the amount of the reduction of benefits that each of them will sustain if the employer's debt and the unpaid contributions are not collected;

(12) the list of the payment methods offered to each category of members and beneficiaries affected by the termination;

(13) a certificate by the author of the report:

(a) that the report was prepared in conformity with the provisions of the Act and the Regulation;

(b) where the report must be prepared by an actuary, that it is in conformity with the standards of the Canadian Institute of Actuaries;

(c) where the report may be prepared by the pension committee, that the author is a member of the committee or that he is mandated by the committee to prepare the report;

(14) the name of the author of the report, his professional title and the date of signing.

In the case provided for in paragraph 11 of the first paragraph, the value of the benefits of the affected members and beneficiaries shall be distributed in accordance with each item of the payment order provided for in section 218 of the Act, which applies, regarding a target-benefit plan, taking into account paragraph 1 of section 146.96 and section 146.98 of the Act.

The provisions of subparagraphs 5, 7, 8.1 to 8.4, 10 and 11 of the first paragraph do not apply to a target-benefit plan.

O.C. 1158-90, s. 64; O.C. 173-2002, s. 57; O.C. 1073-2009, s. 44; O.C. 1183-2017, s. 44; O.C. 308-2022, s. 53.

65. The statement provided for in section 207.3 of the Act must contain, in addition to the information prescribed in that section, the following information:

(1) the information referred to in paragraphs 2 to 10 of section 58, determined or updated at the date of termination;

(2) the assets and liabilities as well as the surplus or deficiency of the pension plan's assets indicated in the termination report, the information, in the case of a plan other than a target-benefit plan, that must be indicated for the employer to whom the member or beneficiary to whom the statement is addressed is connected;

(3) except for a target-benefit plan, where there is a deficiency of assets, the measures put into place to cause the amounts due to the pension fund to be paid by the employer concerned;

(4) except for a target-benefit plan, the information referred to in subparagraph 8.2 and in subparagraphs 9 to 11 of the first paragraph of section 64 relative to the member or beneficiary or to the employer with whom he is connected;

(5) except for a target-benefit plan, where the surplus assets of the plan are allocated in whole or in part to the members and beneficiaries in application of section 230.2 of the Act:

(a) an estimate of the portion of the surplus assets that is allocated to the member or beneficiary at the date of termination;

(b) the proportion of the surplus assets that is allocated to the member or beneficiary at the date of termination.

The statement for a member or beneficiary under a target-benefit plan must also include:

(1) where applicable, the value of the member's benefits that corresponds to the amount allocated to the member pursuant to the second paragraph of section 146.98 of the Act;

(2) if the member's or beneficiary's annuity is in payment at the termination date:

(a) an estimate of the annuity that could be purchased from an insurer and a mention that the purchased annuity could differ;

(b) the applicable payment method in accordance with the second paragraph of section 146.95 of the Act if the member or beneficiary does not provide his or her choices to the pension committee.

The estimate referred to in subparagraph *a* of subparagraph 2 of the second paragraph must be calculated based on the premium established using the assumptions for hypothetical wind-up and solvency valuations established by the Canadian Institute of Actuaries as they apply on the date on which the statement was prepared, increased by a margin that allows for any possible variation in the cost of purchasing the annuity between that date and the probable date of payment.

O.C. 1158-90, s. 65; O.C. 1895-93, s. 4; O.C. 173-2002, s. 57; O.C. 1183-2017, s. 45; O.C. 308-2022, s. 54.

§ 3. — *Special provisions related to negotiated contribution multi-employer plans*

O.C. 308-2022, s. 55.

66. The provisions of this subdivision apply in the event of the withdrawal of an employer that is a party to a negotiated contribution multi-employer plan or in the event of the termination of such a plan where, on the date of withdrawal of an employer or the plan's termination date, the assets do not permit payment in full of the benefits of the members and beneficiaries affected by the withdrawal of the employer or the termination of the plan.

O.C. 1158-90, s. 66; O.C. 1895-93, s. 5; O.C. 173-2002, s. 57; O.C. 1183-2017, s. 46; O.C. 308-2022, s. 55.

67. As of the date of withdrawal of an employer or termination of the plan, no pension of a member or beneficiary affected by the withdrawal or termination can be guaranteed by an insurer unless it is for the payment of the member's or beneficiary's pension in accordance with the provisions of this subdivision.

O.C. 1158-90, s. 67; O.C. 1895-93, s. 6; O.C. 173-2002, s. 57; O.C. 1183-2017, s. 46; O.C. 308-2022, s. 55.

67.1. If, under the scenario used by the actuary in charge of preparing the withdrawal or termination report, guaranteed benefits of certain members or beneficiaries cannot be used as provided for in section 67.3.10 and section 240 of the Act to guarantee the non-guaranteed benefits of other members or beneficiaries, the plan's assets must include the commuted value of the guaranteed benefits determined in the contract or, in the absence of such a value, their fair market value determined on the basis of reasonable assumptions and cancellation fees.

O.C. 1895-93, s. 7; O.C. 173-2002, s. 57; O.C. 1183-2017, s. 46; O.C. 308-2022, s. 55.

67.2. To determine the plan's liabilities pursuant to section 212.1 of the Act, the value of the pension that must be insured under section 237 of the Act is determined by discounting, at the date referred to in the first paragraph of section 212.1 of the Act and according to a rate that is the estimated rate of return of the pension fund since that date until the date on which the report was prepared, the premium established on that latter date using the assumptions for hypothetical wind-up and solvency valuations established by the Canadian Institute of Actuaries as they apply on the date on which the report was prepared, increased by a margin that allows for any possible variation in the cost of purchasing the annuity between that date and the probable date of payment.

The liabilities must also comprise the value of the pension amounts paid out of the pension fund to a member or beneficiary between the date referred to in the first paragraph of section 212.1 of the Act and the

date on which the report was prepared, such value being determined according to the rate referred to in the first paragraph.

If the pension was insured before the date referred to in the first paragraph of section 212.1 of the Act, its value is determined by using the premium established on that date on the basis of the assumptions for hypothetical wind-up and solvency valuations established by the Canadian Institute of Actuaries as they apply on the date on which the report was prepared.

O.C. 1895-93, s. 7; O.C. 173-2002, s. 57; O.C. 1183-2017, s. 46; O.C. 308-2022, s. 55.

67.3. The notice concerning the withdrawal of an employer, provided for in section 200 of the Act, must specify that the members and beneficiaries to whom paragraph 3 of that section applies may, in the event of insufficient assets referred to in section 66, request to have their benefits transferred to a pension plan referred to in section 98 of the Act and, failing such a request, their benefits will be paid in accordance with that paragraph.

O.C. 173-2002, s. 57; O.C. 1183-2017, s. 46; O.C. 308-2022, s. 55.

67.3.1. The withdrawal report referred to in the second paragraph of section 202 of the Act must contain, in addition to the information required by section 62, a description of the method to be used at the time the benefits are paid to take into account any variations in the plan's assets and liabilities between the date of the withdrawal and the date of payment.

O.C. 308-2022, s. 55.

67.3.2. The pension committee must send each member or beneficiary affected by the withdrawal of the employer a statement of benefits and their value, along with the necessary information so that their choices and options may be exercised.

The time allotted for the members or beneficiaries to inform the pension committee of their choices and options expires on the 90th day following Retraite Québec's authorization of the amendment regarding the employer's withdrawal.

The pension committee must send the statements in a timely manner so as to allow the members and beneficiaries at least 45 days to make choices, exercise options and present observations, if any, to the pension committee.

O.C. 308-2022, s. 55.

67.3.3. The statement of benefits referred to in section 67.3.2 must also contain the following information:

(1) the ratio between the value of the assets reduced by the amount of the administration expenses of the pension fund allocated to the group of members and beneficiaries affected by the withdrawal and the value of the liabilities related to that group established as at the date of the withdrawal;

(2) the portion of the assets that is allocated to the group of members and beneficiaries affected by the withdrawal along with the amount of the reduction in benefits that the member or beneficiary would sustain if the unpaid contributions were not collected;

(3) the choices provided for in paragraph 3 or 4 of section 200 of the Act that apply to the member or beneficiary and the information, for each member or beneficiary to whom a pension is being paid on the date of the withdrawal, that he or she may request that his or her benefits be transferred to a pension plan referred to in section 98 of the Act;

(4) the expiry date of the time period, set out in the second paragraph of section 67.3.2, within which the members or beneficiaries must indicate their choices, exercise their options and present observations, if any, to the pension committee;

(5) the mention that, where the member or beneficiary to whom a pension is being paid on the date of the withdrawal fails to request that his or her benefits be transferred to a pension plan referred to in section 98 of the Act within the time allotted, his or her benefits will be paid by means of a pension paid by an insurer chosen by the pension committee;

(6) the information referred to in paragraphs 3 to 8, subparagraphs *a* and *b* of paragraph 9 and paragraph 10 of section 58, prepared or updated to the withdrawal date;

(7) the information referred to in subparagraph 10 of the first paragraph of section 62, prepared with respect to the withdrawing employer.

The statement must also mention that the withdrawal report and the data used to determine the member's or beneficiary's benefits or their value may be consulted without charge at the office of the pension committee or at the employer's establishment designated by the committee, whichever location is closer to the applicant's residence.

If it is for a member or beneficiary to whom a pension is being paid, the statement must also indicate the estimated amount of the pension reduced to take into account insufficient assets.

O.C. 308-2022, s. 55.

67.3.4. The payment, provided for in section 209.1 of the Act, of the benefits of each member and beneficiary affected by the withdrawal of the employer must be made in accordance with the provisions of section 67.3.9.

O.C. 308-2022, s. 55.

67.3.5. The termination report referred to in the first paragraph of section 207.2 of the Act must contain, in addition to the information required by section 64, a description of the method to be used at the time the benefits are paid to take into account any variations in the plan's assets and liabilities between the termination date and the date of payment.

O.C. 308-2022, s. 55.

67.3.6. The statement of benefits in the event of termination, referred to in section 207.3 of the Act, must be sent after the expiry of the 30-day period following the date on which Retraite Québec has received the termination report or, where applicable, the revised report, or the date referred to in section 240.4 of the Act.

O.C. 308-2022, s. 55.

67.3.7. The statement of benefits must include the following adjustments:

(1) the payment methods that must be indicated in accordance with subparagraph 1 of the first paragraph of section 207.3 of the Act must include, for each member or beneficiary to whom a pension is being paid on the termination date, the possibility of having his or her benefits transferred to a pension plan referred to in section 98 of the Act;

(2) the expiry date of the time period set out in the third paragraph must be indicated instead of the expiry date of the time limit set out in subparagraph 4 of the first paragraph of section 207.3 of the Act;

(3) the mention that, where the member or beneficiary to whom a pension is being paid on the termination date fails to request that his or her benefits be transferred to a pension plan referred to in section 98 of the Act within the time allotted, his or her benefits will be paid by means of an annuity paid by an insurer chosen by the pension committee.

If it is for a member or beneficiary to whom a pension is being paid, the statement must also indicate the estimated amount of the pension reduced to take into account insufficient assets.

The time allotted to a member or beneficiary to provide his or her choices and options to the pension committee expires on the 90th day following the expiry of the 30-day period referred to in section 67.3.6.

In addition, the pension committee must send the statements in a timely manner so as to allow the members and beneficiaries at least 45 days to make choices, exercise options and present observations, if any, to the pension committee.

O.C. 308-2022, s. 55.

67.3.8. The payment, referred to in the first paragraph of section 210 of the Act, of benefits of members and beneficiaries affected by the termination must be made in accordance with the provisions of section 67.3.9.

O.C. 308-2022, s. 55.

67.3.9. For payment purposes, the premium that the pension committee must use to determine the value of the benefits of the members and beneficiaries to whom a pension was being paid on the date of the withdrawal or termination is the premium determined using the assumptions for hypothetical wind-up and solvency valuations established by the Canadian Institute of Actuaries as they apply at the date of the calculation.

Despite the foregoing, to determine the value of the non-guaranteed benefits of a member or beneficiary who has requested that his or her pension be guaranteed by an insurer, the premium to be used is the premium provided by the insurer to guarantee the benefits.

The value of the benefits of the members and beneficiaries must be calculated within 7 days of the first day of the month that follows the expiry of a time period that is not more than 40 days after the deadline given to the members and beneficiaries to indicate their choices and options.

The day after the value of the benefits of the members and beneficiaries is established, the pension committee must proceed to pay the benefits in accordance with the Act and with the withdrawal or termination report and, where applicable, taking into account any adjustments provided for in this subdivision.

O.C. 308-2022, s. 55.

67.3.10. Where a member or beneficiary whose pension has been guaranteed opts to have his or her benefits transferred to a pension plan referred to in section 98 of the Act, the insurer must, at the request of the pension committee, allocate the guarantee to non-guaranteed benefits of other members or beneficiaries or, if the insurer is unable to make such an allocation, pay into the pension fund the commuted value of the guaranteed pension at the date the benefits are transferred or, where the contract does not provide for a commuted value, the fair market value of the guaranteed pension determined on the basis of reasonable assumptions and cancellation fees.

The value of the guaranteed pension to be transferred by the pension committee to the pension plan specified by the member or beneficiary must be equal to the value of the pension to which the member or beneficiary is entitled, reduced to take into account insufficient assets. That value is determined in accordance with the provisions of section 67.3.9.

O.C. 308-2022, s. 55.

67.3.11. Within 15 days of the payment of benefits, the pension committee must provide Retraite Québec with a report, prepared by an actuary, on the payment of the benefits of the members and beneficiaries affected by the withdrawal or termination. The report must contain:

- (1) the plan's assets at the date of payment;

(2) the benefits and refunds paid to each member or beneficiary at the date of payment and the payment percentage of the benefits of each member or beneficiary at that date;

(3) a reconciliation of the assets and liabilities between the date of withdrawal or termination and the payment of benefits including asset yield, asset increase through recovery of amounts owing and any variation in liabilities;

(4) certification by the author of the report that the report was prepared in accordance with the provisions of the Act and of this Regulation.

O.C. 308-2022, s. 55.

§ 4. — *Special provisions related to target-benefit plans*

O.C. 308-2022, s. 55.

67.3.12. Every time a mention of the amount of the normal pension or of another benefit, of the reduction of such a pension or benefit or of the value of benefits is required by a provision of this subdivision, that amount or value determined according to the benefit target must be mentioned, except in the case of a value adjusted in proportion to the degree of solvency of the plan.

That amount or value determined by taking into account, regardless of their effective date, adjustments resulting, where applicable, from the application of recovery measures, the restoration of benefits or the appropriation of surplus assets provided for in any actuarial valuation report of the plan sent to Retraite Québec must also be mentioned.

O.C. 308-2022, s. 55.

67.3.13. In the event of the withdrawal of an employer that is a party to a target-benefit plan, the statement referred to in section 146.91 of the Act must be sent to each member or beneficiary affected by the withdrawal within 60 days of the date on which the statement referred to in section 200 of the Act is sent. The members and beneficiaries must have at least 30 days to indicate their choices and exercise their options.

The statement must contain, in addition to the information required under section 146.91 of the Act:

(1) the information referred to in paragraphs 2 to 10 of section 58 and, except if the statement concerns a non-active member for whom a pension is being paid or a beneficiary, in paragraph 1 of that section, determined or updated at the date of withdrawal;

(2) a mention whether or not it is possible to maintain the member's or beneficiary's benefits in the plan;

(3) the period during which the member's or beneficiary's choices must be provided to the pension committee;

(4) in the case of a member or beneficiary to whom a pension is being paid at the date of withdrawal, the estimate of the annuity that can be purchased from an insurer and a mention that the purchased annuity could differ.

The pension estimate is made based on the premium determined using the assumptions for the hypothetical wind-up and solvency valuations established by the Canadian Institute of Actuaries as they apply at the date on which the statement was prepared. The premium must be increased by a margin that allows for any possible variation in the cost of purchasing the annuity between that date and the probable date of payment.

O.C. 308-2022, s. 55.

67.3.14. If the plan does not allow the benefits of the members and beneficiaries to be maintained in the plan, the statement must also indicate:

(1) if it concerns a non-active member for whom a pension is being paid at the date of withdrawal or a beneficiary:

(a) the payment methods provided for in subparagraph *a* of paragraph 2 of section 146.90 of the Act;

(b) that the benefits of the non-active member or beneficiary will be paid by the purchase of an annuity from an insurer selected by the pension committee if he or she does not provide another choice within the time period referred to in subparagraph 3 of the second paragraph of section 67.3.13;

(2) if it concerns any other member or beneficiary, that his or her benefits will be paid by means of a transfer to a plan referred to in section 98 of the Act.

O.C. 308-2022, s. 55.

67.3.15. If the plan provides that the benefits of the members and beneficiaries may be maintained in the plan, the statement must also indicate:

(1) if it concerns a non-active member for whom a pension is being paid on the date of withdrawal or a beneficiary,

(a) the payment methods provided for in subparagraph *a* of paragraph 3 of section 146.90 of the Act;

(b) that the benefits of the non-active member or beneficiary will be maintained in the plan if he or she does not provide another choice within the time period referred to in subparagraph 3 of the second paragraph of section 67.3.13;

(2) if it concerns any other member or beneficiary:

(a) the payment methods provided for in subparagraph *b* of paragraph 2 of section 146.90 of the Act;

(b) that the benefits of the non-active member or beneficiary will be maintained in the plan if he or she does not provide another choice within the time period referred to in subparagraph 3 of the second paragraph of section 67.3.13;

(3) where applicable, a mention that the plan has an annuity purchasing policy.

O.C. 308-2022, s. 55.

DIVISION VIII.1

ACTUARIAL ASSUMPTIONS

O.C. 1895-93, s. 7; O.C. 173-2002, s. 57.

67.4. The assumptions referred to in the first paragraph of section 61 of the Act are those described in subsections 3530 and 3540 of the Standards of Practice of the Canadian Institute of Actuaries. The mortality table promulgated by the Actuarial Standards Board of the Institute on 9 June 2015, whose date of coming into force is 1 October 2015, must be used. The mortality table must be sex-specific.

These assumptions apply taking into account the rules set out in paragraphs 3520.09 to 3520.11 of Section 3520 of the standards of practice.

O.C. 173-2002, s. 57; O.C. 204-2005, s. 2; S.Q. 2009, c. 1, s. 5; O.C. 978-2011, s. 2; O.C. 800-2015, s. 2.

67.5. Where the value of the member's benefits for the purposes of section 66 or 66.1 of the Act is determined more than 90 days after the date on which the member received the statement referred to in section 113 of the Act but before payment of a pension to him begins, the assumptions referred to in section

61 of the Act that are used at the date of the application for a refund to determine the value of the benefits under the plan to which entitlement is acquired at that date shall be used. That value is increased by interest calculated at the rate used to determine it between the date of the application for a refund and the date of the refund.

O.C. 173-2002, s. 57; O.C. 308-2022, s. 56.

67.6. For determining the value of the pension referred to in paragraph 1 of the first paragraph of section 86 of the Act, the assumptions referred to in section 61 of the Act that are used at the date of the member's death to determine the value of the pension benefits under the plan to which entitlement was acquired at that date shall be used.

O.C. 173-2002, s. 57; O.C. 308-2022, s. 57.

67.6.1. In the case of a target-benefit plan, the additional pension referred to in section 84 of the Act and the pension referred to in section 105 of the Act that is purchased with amounts transferred, are determined on the basis of the assumptions and target level of the stabilization provision that, according to the most recent actuarial valuation of the plan whose report was sent to Retraite Québec, are used to determine the current service contribution.

O.C. 308-2022, s. 58.

DIVISION VIII.1.1

DEGREE OF SOLVENCY

O.C. 308-2022, s. 58.

67.6.2. The pension plan which provides for the establishment of a degree of solvency according to intervals shorter than a fiscal year must indicate:

- (1) the interval according to which the degree of solvency must be calculated, which cannot be less than 1 month;
- (2) if the calculation must be carried out systematically or only where the use of the degree of solvency is required under the Act.

Where applicable, an actuary must define the method which, taking into account the actual rate of return of the pension fund or, if the rate is unknown, the estimated rate of return of the pension fund and changes in interest rates determined on a solvency basis, allows to briefly determine the degree of solvency before the date of the next required actuarial valuation.

Any new interval covered by the plan applies as of the date on which the change occurs or on a later date.

O.C. 308-2022, s. 58.

DIVISION VIII.2

SPOUSE'S WAIVER

O.C. 173-2002, s. 57.

67.7. The declaration provided for in section 88.1 of the Act is made in written form, signed by the waiving spouse and contains:

- (1) the date of the declaration;

- (2) the names and addresses of the member and the waiving spouse;
- (3) the name of the member's pension plan and the number assigned to it by Retraite Québec;
- (4) the name of the member's employer;

(5) an indication of each benefit that the spouse declares to be waived, that is, the benefit provided for in section 86 of the Act or the pension provided for in section 87 or 88 of the Act.

O.C. 173-2002, s. 57.

DIVISION VIII.3

REPLACEMENT VALUE

O.C. 173-2002, s. 57.

67.8. The value of the replacement pension that the member elected to receive under section 92.1 of the Act must be at least equal to the value of the replaced pension, commuted to the date of replacement.

O.C. 173-2002, s. 57.

DIVISION VIII.4

PLAN CONVERSION

O.C. 308-2022, s. 59.

§ 1. — Conversion of a defined-contribution plan into a target-benefit plan

O.C. 308-2022, s. 59.

67.9. The conversion of a defined-contribution plan into a target-benefit plan is subject to the consents required under section 146.55 of the Act.

During the conversion, only the benefits of members and beneficiaries under a defined contribution plan having consented to their conversion can be converted into target benefits.

O.C. 308-2022, s. 59.

67.10. Target benefits obtained by converting sums held under defined contribution provisions must be determined on the basis of the assumptions and the target level of the stabilization provision used to determine the current service contribution for the purposes of the actuarial valuation which considers the amendment concerning the conversion of the plan into a target-benefit plan.

O.C. 308-2022, s. 59.

§ 2. — Conversion of a negotiated contribution multi-employer plan into a target-benefit plan

O.C. 308-2022, s. 59.

67.11. The members and beneficiaries affected by the amendment related to the conversion of a plan to which Chapter X.2 of the Act applies into a target-benefit plan must be consulted with regard to the recovery measures applicable in the event of insufficient contributions and to the conditions and procedure for applying them as well as to the conditions and procedure for restoring benefits and appropriating surplus assets set out in the expected target-benefit plan.

The provisions of section 146.35 of the Act apply, with the necessary modifications, to that consultation.

O.C. 308-2022, s. 59.

67.12. During the plan conversion, the normal pension and other benefits provided for in the plan, including the pensions being paid on the date of conversion, amended, where applicable, pursuant to section 146.44.2 of the Act, constitute the benefit target with regard to service accrued on the date of conversion.

O.C. 308-2022, s. 59.

67.13. The conversion may not become effective before the date on which the notice informing the members and beneficiaries is sent in accordance with section 26 of the Act.

O.C. 308-2022, s. 59.

§ 3. — Conversion of a target-benefit plan into a defined-benefit plan

O.C. 308-2022, s. 59.

67.14. All benefits under defined-benefit provisions must be restored, at the date of the actuarial valuation regarding the conversion of the plan, according to the conditions provided for in the plan text, in accordance with the rules set out under Division V of Chapter X.3 of the Act.

O.C. 308-2022, s. 59.

67.15. Surplus assets at the valuation date, if any, must be appropriated in accordance with the plan provisions.

If a surplus remains, it must be recorded as though it was an amount referred to in the second paragraph of section 42.2 of the Act.

O.C. 308-2022, s. 59.

67.16. The normal pension and other benefits resulting from the application of sections 67.14 and 67.15, where applicable, become defined benefits under the plan resulting from the conversion.

O.C. 308-2022, s. 59.

DIVISION IX

MISCELLANEOUS AND TRANSITIONAL PROVISIONS

O.C. 1158-90, Div. IX; O.C. 568-91, s. 10.

68. *(Revoked).*

O.C. 1158-90, s. 68; O.C. 658-94, s. 9; O.C. 1465-95, s. 3.

69. This Regulation replaces the General Regulation respecting supplemental pension plans (R.R.Q., 1981, c. R-17, r. 1), except with respect to:

(1) matters pending referred to in section 286 of the Act and matters governed by the Act respecting supplemental pension plans (chapter R-17) under the first paragraph of section 73, to the extent that that Act applies to those matters;

(2) *(paragraph revoked);*

(3) pension plans governed by an agreement concluded with the representatives of a government other than the gouvernement du Québec under section 74 of the Act respecting supplemental pension plans, for which sections 21, 53 and 92 of that General Regulation continue to apply, notwithstanding any inconsistent provision of the Act, until the date of tabling in the National Assembly of a new agreement concluded under section 249 of the Act.

O.C. 1158-90, s. 69; O.C. 173-2002, s. 58.

69.1. Until it is determined under an actuarial valuation the date of which is after 14 December 2009, the portion of the employer contribution of which an employer may be relieved under section 42.1 of the Act may not exceed an amount corresponding to the amount obtained by multiplying by 20% the difference, established at the date of the last actuarial valuation of the pension plan, between the assets and liabilities of the plan, determined on a solvency basis.

O.C. 1073-2009, s. 45.

70. The provisions of section 87 of the Act, as it read as of 1 January 2001, that are relative to the bridge benefit do not apply to the spouse of a member where the member began to receive such a benefit prior to that date.

O.C. 1158-90, s. 70; O.C. 173-2002, s. 59.

70.0.1. Where the application provided for in section 89.1 of the Act is made by a member referred to in section 300.4 of the Act, the amount of the pension resulting from the new determination is calculated in accordance with the following formula:

$$\frac{A \times B}{C}$$

“A” represents the amount of the pension being paid to the member at the date of the application;

“B” represents the amount of the pension that would be paid to the member at the date of the application if he had not had a spouse at the date on which payment of his pension began;

“C” represents the amount of the pension that would be paid to the member at the date of the application were no account take of the judgment or the cessations of the conjugal relationship following which the application was made as well as any partition or transfer of benefits that followed such judgment or cessation.

O.C. 173-2002, s. 60; O.C. 1073-2009, s. 46.

70.1. The provisions of a pension plan that, where such provisions were in effect on 4 June 1997, allowed a member or spouse who had become entitled to a pension to choose, before it comes into payment, to replace it, in whole or in part, by a pension of which the amount is changed in accordance with the Act in order to take into account an amount similar to the benefits determined under the Old Age Security Act (R.S.C. 1985, c. O-9), the Act respecting the Québec Pension Plan (chapter R-9) or a similar plan within the meaning of subparagraph *u* of section 1 of that Act, continue to apply with respect to any person who was a member of the plan on the date mentioned hereinabove and to that member’s spouse.

O.C. 1681-97, s. 24.

71. *(Revoked).*

O.C. 1158-90, s. 71; O.C. 173-2002, s. 61.

72. *(Revoked).*

O.C. 1158-90, s. 72; O.C. 568-91, s. 11; O.C. 173-2002, s. 61.

73. Any amendment, division or merger referred to in sections 20 to 23 of the Act or Chapter XII of that Act and submitted to the Régie before 23 March 1989 is governed by the Act respecting supplemental pension plans (chapter R-17) if the Régie, before that date, had subordinated its approval to conditions met before 1 January 1990.

Those sections and that Chapter apply to any matter that they cover and that is pending before the Régie at 22 March 1989.

This section has effect from 23 March 1989.

O.C. 1158-90, s. 73; O.C. 173-2002, s. 62.

74. Subject to the provisions of section 45.1 of the Act, the employer contributions paid before 1 January 1990 under a defined contribution plan or under provisions which, in a defined benefit plan, are identical to the provisions of a defined contribution plan, with accrued interest where applicable, shall bear interest from that date at the rate referred to in section 44 or 45 of the Act.

O.C. 1158-90, s. 74; O.C. 173-2002, s. 63.

75. Where a member ceased to be an active member before 1 January 2001 and where the valuation date is prior to that date, the first paragraph of section 36.1 must be applied with respect to the service credited to the member before 1 January 1990 separately from the service credited after that date, taking into account the transitional provisions of the Act and assuming that, for the purposes of section 293 of the Act as it read before 1 January 2001, the period of continuous employment of the member ended on the valuation date.

Moreover, where the member is not entitled to a pension on the date on which the member ceased to be an active member or on the valuation date, as the case may be, the member's total benefits correspond to a refund.

O.C. 1158-90, s. 75; O.C. 173-2002, s. 64; O.C. 1073-2009, s. 47.

75.1. Subparagraph 1 of the second paragraph of section 50 does not apply where the application for partition is made to the pension committee before 1 January 2010.

O.C. 1073-2009, s. 48.

76. *(Revoked).*

O.C. 1158-90, s. 76; O.C. 173-2002, s. 77.

76.1. *(Revoked).*

O.C. 1895-93, s. 8.

76.2. *(Revoked).*

O.C. 1895-93, s. 8.

77. *(Revoked).*

O.C. 1158-90, s. 77; O.C. 173-2002, s. 65.

77.1. The statements referred to in section 112 of the Act with respect to a fiscal year ending before 31 December 2017 may be made in accordance with the provisions of this Regulation in effect on 3 January 2018.

O.C. 1183-2017, s. 47; I.N. 2018-03-01.

77.2. The provisions of Division II.0.1 and those of sections 33, 36.1 and 37, which are relative to the additional pension benefit, continue to apply to pension plans that have maintained such a benefit established in accordance with the provisions of section 60.1 of the Act in effect on 31 December 2015. Those provisions also apply to the valuation of the benefits of a member prior to 1 January 2016. Furthermore, section 60 of the Act must be applied taking into account subparagraph 7 of the second paragraph as it read prior to the latter date.

The statements referred to in sections 58 and 59 must include the information related to the additional pension benefit.

O.C. 1183-2017, s. 47; I.N. 2018-03-01.

77.3. The amounts, pensions or sums determined before 1 April 2018 in accordance with the provisions of sections 54, 55, 56.0.3 and 56.0.6 must be re-determined to take into account any change to the normal pension registered or taking effect after the date on which the benefits are valued for the purpose of their partition, transfer or seizure, but not before 1 January 2014, and that would have had an effect on the value of the benefits of the member at the date of the valuation or the seizure.

The provisions of this Regulation apply for such purpose by substituting the date on which the partition or transfer is executed for the date of the valuation for the purpose of partition or the transfer.

O.C. 1183-2017, s. 47; I.N. 2018-03-01.

77.4. The provisions of sections 66 to 67.3.11 do not apply to a pension plan for which the notice referred to in section 200 or 204 of the Act was sent before 22 September 2021.

O.C. 308-2022, s. 60.

78. *(Omitted).*

O.C. 1158-90, s. 78; O.C. 173-2002, s. 75.

FORM 1

(Revoked)

O.C. 1465-95, s. 5; O.C. 173-2002, s. 73; O.C. 1073-2009, s. 49.

FORM 2

(Revoked)

O.C. 1465-95, s. 5; O.C. 173-2002, s. 73; O.C. 1073-2009, s. 49.

FORM 3

(s. 15.0.0.1)

Irrevocable standby letter of credit

Financial institution issuing the letter of credit

Name: _____

Address: _____

Originator (employer)

Name: _____

Address: _____

Beneficiary (pension fund)

Name: _____

Administrator of the pension fund

Address: _____

Letter of credit No.: _____

Date of issue:

	YEAR		MONTH		DAY			

Date of expiry:

	YEAR		MONTH		DAY			

At the request of _____ (*Name of the originator*) _____

the undersigned, _____ (*Name of the financial institution issuing the letter of credit*) _____

hereby issues an irrevocable standby letter of credit in favour of _____ (*Name of the beneficiary pension fund*) _____

for the sum of _____ (*Amount in letters*) _____

Canadian dollars. (CA\$ _____ (*Amount in figures*) _____)

That amount is payable upon presentation of a written demand to

_____ (*Address in Québec of the place where the demand must be made*) _____

The demand must mention the number and date of issue of the present letter of credit and be signed by a person authorized by the administrator of the pension fund to present the demand. Payment will be made to the order of the beneficiary pension fund.

SUPPLEMENTAL PENSION PLANS

This present letter of credit will be automatically renewed for a period of 1 year as of its date of expiry, and it will be renewed subsequently from year to year on each anniversary of its expiry, unless, at least 90 days before the expiry of the letter of credit, a notice of non-renewal is sent by registered mail to the undersigned, the originator, the administrator and Retraite Québec, by the person or body that decides not to renew the letter.

Indicate the option that applies to the contract:

☐ In the event of non-renewal, a payment demand in accordance with the terms and conditions of the present letter of credit will be deemed to have been presented to the undersigned on the date of expiry, unless the administrator sends the undersigned, no less than 30 days before the date of expiry, a written notice certifying that no payment is required. That notice takes effect on the date of expiry of the letter.

☐ In the event of non-renewal, the undersigned pays the amount of the present letter of credit to the beneficiary at the time the undersigned notifies the originator, the administrator and Retraite Québec at the address indicated below that the undersigned is not renewing the letter of credit or at the time the undersigned is notified of a notice of non-renewal.

YEAR MONTH DAY
Made on: | | | | | | | | | | at

(Municipality)
(Date of signing)

(Signature of the representative of the financial institution issuing the letter of credit)

Retraite Québec

Direction des régimes de retraite

C.P. 5200. Québec G1K 7S9

2600, boul. Laurier, bureau 548

Québec (Québec)

O.C. 1073-2009, s. 5; I.N. 2016-01-01 (NCCP); O.C. 1107-2019, s. 21; O.C. 308-2022, s. 61.

SCHEDULE 0.0.1

(Revoked)

O.C. 173-2002, s. 66; O.C. 1107-2019, s. 22.

SCHEDULE 0.1

(s. 15.4)

DECLARATION OF THE MEMBER OR THE SPOUSE

I declare that I am not now receiving any temporary income under any other supplemental pension plan subject to or established by an act of the Parliament of Québec or any other legislative authority or under an annuity purchase contract of which the capital comes directly or not from such a plan.

I declare furthermore that no other application intended to allow me to receive a temporary income from such a plan or contract has been made or accepted.

_____ *(Date)* _____ *(Signature)* _____

NOTE: Whosoever makes a false declaration with the intention of obtaining a temporary income payable under a pension plan or contract mentioned in this declaration is subject to the penalties provided for in sections 257 and 262 of the Supplemental Pension Plans Act (chapter R-15.1).

O.C. 1681-97, s. 25; O.C. 173-2002, s. 67.

SCHEDULE 0.2

(ss. 16.1, 19 and 29)

DECLARATION OF THE MEMBER OR PURCHASER

I declare:

(1) that the total of the locked-in amounts credited to my account in the following retirement savings instruments:

(a) defined contribution pension plans;

(b) defined benefit or target-benefit pension plans in application of provisions similar to those of a defined contribution plan;

(c) life income funds;

(d) locked-in retirement accounts;

(e) registered retirement savings plans of which the balance must be converted into a life annuity (locked-in RRSPs);

(f) the voluntary retirement savings plans governed by the Voluntary Retirement Savings Plans Act (chapter R-17.0.1),

is \$ _____;

(2) that the total is based on the most recent information that I have;

(3) that the said information is less than 18 months old.

_____ (Date) _____ (Signature) _____

NOTE: Whosoever makes a false declaration with the intention of obtaining a lump-sum payment payable under a retirement savings instrument mentioned in the declaration is subject to the penalties provided for in sections 257 and 262 of the Supplemental Pension Plans Act (chapter R-15.1).

O.C. 1681-97, s. 25; O.C. 500-2014, s. 18; O.C. 308-2022, s. 62.

SCHEDULE 0.3

(s. 16.2)

DECLARATION OF THE MEMBER OR THE SPOUSE

I declare:

(1) that I am not a party to any contract establishing a life income fund or locked-in retirement account or any registered retirement savings plan of which the balance must be converted into a life annuity (locked-in RRSP);

(2) that the total amount of the temporary pensions, variable benefits and temporary variable payments that I will receive during the current year under the following contracts:

(a) supplemental pension plans subject to or established by an act of the Parliament of Québec or any other legislative authority;

(b) annuity purchase contracts of which the capital comes directly or not from such a plan;

(c) the voluntary retirement savings plans governed by the Voluntary Retirement Savings Plans Act (chapter R-17.0.1) or an equivalent voluntary retirement savings plan emanating from a legislative authority other than the Parliament of Québec,

is \$ _____.

_____ (Date) _____ (Signature) _____

NOTE: Whosoever makes a false declaration with the intention of obtaining the lump-sum payment provided for in section 92 of the Act is subject to the penalties provided for in sections 257 and 262 of the Supplemental Pension Plans Act (chapter R-15.1).

O.C. 1681-97, s. 25; O.C. 173-2002, s. 68; O.C. 500-2014, s. 19; O.C. 1183-2017, s. 48.

SCHEDULE 0.4

(ss. 19.1 and 20.4)

DECLARATION OF THE PURCHASER

I declare:

- (1) that I was at least 54 years of age but less than 65 years of age at the end of last year;
 - (2) that the total amount of the temporary pensions and variable benefits that I will receive during the current year under the following plans or contracts:
 - (a) supplemental pension plans subject to or established by an act of the Parliament of Québec or any other legislative authority;
 - (b) annuity purchase contracts of which the capital comes directly or not from such plans,
- is \$ _____;
- (3) that the overall total maximum temporary income that I have determined for my life income funds, excluding the one for which I am making this declaration, is \$ _____;
 - (4) that the overall total maximum temporary variable payments that I have determined for the locked-in accounts of my voluntary retirement savings plans governed by the Voluntary Retirement Savings Plans Act (chapter R-17.0.1), excluding the one for which I am making this declaration, is \$ _____.

_____ (Date) _____ (Signature) _____

NOTE: Whosoever makes a false declaration with the intention of obtaining a temporary income payable under a pension plan or contract mentioned in the declaration is subject to the penalties provided for in sections 257 and 262 of the Supplemental Pension Plans Act (chapter R-15.1).

O.C. 1681-97, s. 25; O.C. 173-2002, s. 69; O.C. 500-2014, s. 20; O.C. 1183-2017, s. 49.

SCHEDULE 0.5

(s. 19.2)

DECLARATION OF THE PURCHASER

I declare:

(1) that the income whose payment I shall receive during the next 12 months, other than the temporary income of which I am applying for payment from the life income fund with respect to which I am making this declaration, is \$ _____;

(2) that I am not a party to any other contract establishing a life income fund;

(3) that a total of \$ _____ has been paid to me during the current year from the life income funds to which I have been party, other than the one with respect to which I am making this declaration, and that the said total included \$ _____ that was paid to me in the form of a temporary income;

(4) that a total of \$ _____ has been paid to me during the current year under a supplemental pension plan offering variable benefits referred to in Division II.3 of the Regulation respecting supplemental pension plans (chapter R-15.1, r. 6), and that the said total included \$ _____ that was paid to me in the form of a temporary income.

_____ (Date) _____ (Signature) _____

NOTE: Whosoever makes a false declaration with the intention of obtaining a temporary income payable from the life income fund mentioned in the declaration is subject to the penalties provided for in sections 257 and 262 of the Supplemental Pension Plans Act (chapter R-15.1).

O.C. 1681-97, s. 25; O.C. 1183-2017, s. 50.

SCHEDULE 0.6

(ss. 20 and 20.3)

	Reference rate															
Age	6.00%	6.50%	7.00%	7.50%	8.00%	8.50%	9.00%	9.50%	10.00%	10.50%	11.00%	11.50%	12.00%	12.50%	13.00%	13.50%
under 55	0.061	0.063	0.066	0.069	0.072	0.075	0.078	0.081	0.084	0.087	0.090	0.093	0.097	0.100	0.103	0.107
55	0.064	0.067	0.070	0.073	0.076	0.079	0.082	0.085	0.088	0.091	0.094	0.097	0.101	0.104	0.107	0.111
56	0.065	0.067	0.070	0.073	0.076	0.079	0.082	0.085	0.088	0.091	0.095	0.098	0.101	0.104	0.108	0.111
57	0.065	0.068	0.071	0.074	0.077	0.080	0.083	0.086	0.089	0.092	0.095	0.098	0.102	0.105	0.108	0.112
58	0.066	0.069	0.071	0.074	0.077	0.080	0.083	0.086	0.090	0.093	0.096	0.099	0.102	0.106	0.109	0.112
59	0.067	0.069	0.072	0.075	0.078	0.081	0.084	0.087	0.090	0.093	0.097	0.100	0.103	0.106	0.110	0.113
60	0.067	0.070	0.073	0.076	0.079	0.082	0.085	0.088	0.091	0.094	0.097	0.101	0.104	0.107	0.110	0.114
61	0.068	0.071	0.074	0.077	0.079	0.082	0.086	0.089	0.092	0.095	0.098	0.101	0.105	0.108	0.111	0.115
62	0.069	0.072	0.074	0.077	0.080	0.083	0.086	0.089	0.093	0.096	0.099	0.102	0.105	0.109	0.112	0.115
63	0.070	0.073	0.075	0.078	0.081	0.084	0.087	0.090	0.094	0.097	0.100	0.103	0.106	0.110	0.113	0.116
64	0.071	0.074	0.076	0.079	0.082	0.085	0.088	0.091	0.095	0.098	0.101	0.104	0.107	0.111	0.114	0.117
65	0.072	0.075	0.077	0.080	0.083	0.086	0.089	0.093	0.096	0.099	0.102	0.105	0.108	0.112	0.115	0.118
66	0.073	0.076	0.079	0.082	0.085	0.088	0.091	0.094	0.097	0.100	0.103	0.106	0.110	0.113	0.116	0.119
67	0.074	0.077	0.080	0.083	0.086	0.089	0.092	0.095	0.098	0.101	0.104	0.108	0.111	0.114	0.117	0.121
68	0.076	0.078	0.081	0.084	0.087	0.090	0.093	0.096	0.100	0.103	0.106	0.109	0.112	0.115	0.119	0.122
69	0.077	0.080	0.083	0.086	0.089	0.092	0.095	0.098	0.101	0.104	0.107	0.111	0.114	0.117	0.120	0.123
70	0.079	0.082	0.085	0.088	0.091	0.094	0.097	0.100	0.103	0.106	0.109	0.112	0.115	0.119	0.122	0.125
71	0.081	0.084	0.087	0.089	0.092	0.095	0.098	0.102	0.105	0.108	0.111	0.114	0.117	0.120	0.123	0.127
72	0.083	0.086	0.089	0.092	0.095	0.098	0.101	0.104	0.107	0.110	0.113	0.116	0.119	0.122	0.125	0.129
73	0.085	0.088	0.091	0.094	0.097	0.100	0.103	0.106	0.109	0.112	0.115	0.118	0.121	0.124	0.127	0.131
74	0.088	0.091	0.094	0.097	0.099	0.102	0.105	0.108	0.111	0.114	0.117	0.120	0.124	0.127	0.130	0.133
75	0.091	0.094	0.097	0.100	0.102	0.105	0.108	0.111	0.114	0.117	0.120	0.123	0.126	0.129	0.132	0.135
76	0.094	0.097	0.100	0.103	0.106	0.109	0.112	0.114	0.117	0.120	0.123	0.126	0.129	0.132	0.135	0.138
77	0.098	0.101	0.104	0.107	0.110	0.112	0.115	0.118	0.121	0.124	0.127	0.130	0.133	0.136	0.139	0.142
78	0.103	0.106	0.109	0.111	0.114	0.117	0.120	0.123	0.126	0.128	0.131	0.134	0.137	0.140	0.143	0.146
79	0.108	0.111	0.114	0.117	0.119	0.122	0.125	0.128	0.131	0.134	0.137	0.139	0.142	0.145	0.148	0.151
80	0.115	0.117	0.120	0.123	0.125	0.128	0.131	0.133	0.136	0.139	0.142	0.144	0.147	0.150	0.153	0.155
81	0.121	0.124	0.127	0.129	0.132	0.135	0.137	0.140	0.143	0.145	0.148	0.151	0.153	0.156	0.159	0.161
82	0.129	0.132	0.134	0.137	0.139	0.142	0.145	0.147	0.150	0.153	0.155	0.158	0.161	0.163	0.166	0.169
83	0.138	0.140	0.143	0.146	0.148	0.151	0.154	0.156	0.159	0.161	0.164	0.167	0.169	0.172	0.175	0.177
84	0.148	0.151	0.153	0.156	0.159	0.161	0.164	0.167	0.169	0.172	0.174	0.177	0.180	0.182	0.185	0.187
85	0.160	0.163	0.165	0.168	0.171	0.173	0.176	0.179	0.181	0.184	0.187	0.189	0.192	0.194	0.197	0.200
86	0.173	0.176	0.179	0.182	0.184	0.187	0.190	0.193	0.195	0.198	0.200	0.200	0.200	0.200	0.200	0.200
87	0.189	0.191	0.194	0.197	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200
88 or over	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200

SUPPLEMENTAL PENSION PLANS

Reference rate								
Age	6.00%	6.50%	7.00%	7.50%	8.00%	8.50%	9.00%	9.50%
10.00%	10.50%	11.00%	11.50%	12.00%	12.50%	13.00%	13.50%	
under 55	0.061	0.063	0.066	0.069	0.072	0.075	0.078	
0.081	0.084	0.087	0.090	0.093	0.097	0.100	0.103	0.107
55	0.064	0.067	0.070	0.073	0.076	0.079	0.082	0.085
0.088	0.091	0.094	0.097	0.101	0.104	0.107	0.111	
56	0.065	0.067	0.070	0.073	0.076	0.079	0.082	0.085
0.088	0.091	0.095	0.098	0.101	0.104	0.108	0.111	
57	0.065	0.068	0.071	0.074	0.077	0.080	0.083	0.086
0.089	0.092	0.095	0.098	0.102	0.105	0.108	0.112	
58	0.066	0.069	0.071	0.074	0.077	0.080	0.083	0.086
0.090	0.093	0.096	0.099	0.102	0.106	0.109	0.112	
59	0.067	0.069	0.072	0.075	0.078	0.081	0.084	0.087
0.090	0.093	0.097	0.100	0.103	0.106	0.110	0.113	
60	0.067	0.070	0.073	0.076	0.079	0.082	0.085	0.088
0.091	0.094	0.097	0.101	0.104	0.107	0.110	0.114	
61	0.068	0.071	0.074	0.077	0.079	0.082	0.086	0.089
0.092	0.095	0.098	0.101	0.105	0.108	0.111	0.115	
62	0.069	0.072	0.074	0.077	0.080	0.083	0.086	0.089
0.093	0.096	0.099	0.102	0.105	0.109	0.112	0.115	
63	0.070	0.073	0.075	0.078	0.081	0.084	0.087	0.090
0.094	0.097	0.100	0.103	0.106	0.110	0.113	0.116	
64	0.071	0.074	0.076	0.079	0.082	0.085	0.088	0.091
0.095	0.098	0.101	0.104	0.107	0.111	0.114	0.117	
65	0.072	0.075	0.077	0.080	0.083	0.086	0.089	0.093
0.096	0.099	0.102	0.105	0.108	0.112	0.115	0.118	
66	0.073	0.076	0.079	0.082	0.085	0.088	0.091	0.094
0.097	0.100	0.103	0.106	0.110	0.113	0.116	0.119	
67	0.074	0.077	0.080	0.083	0.086	0.089	0.092	0.095
0.098	0.101	0.104	0.108	0.111	0.114	0.117	0.121	
68	0.076	0.078	0.081	0.084	0.087	0.090	0.093	0.096
0.100	0.103	0.106	0.109	0.112	0.115	0.119	0.122	
69	0.077	0.080	0.083	0.086	0.089	0.092	0.095	0.098
0.101	0.104	0.107	0.111	0.114	0.117	0.120	0.123	
70	0.079	0.082	0.085	0.088	0.091	0.094	0.097	0.100
0.103	0.106	0.109	0.112	0.115	0.119	0.122	0.125	
71	0.081	0.084	0.087	0.089	0.092	0.095	0.098	0.102
0.105	0.108	0.111	0.114	0.117	0.120	0.123	0.127	
72	0.083	0.086	0.089	0.092	0.095	0.098	0.101	0.104
0.107	0.110	0.113	0.116	0.119	0.122	0.125	0.129	
73	0.085	0.088	0.091	0.094	0.097	0.100	0.103	0.106
0.109	0.112	0.115	0.118	0.121	0.124	0.127	0.131	
74	0.088	0.091	0.094	0.097	0.099	0.102	0.105	0.108
0.111	0.114	0.117	0.120	0.124	0.127	0.130	0.133	
75	0.091	0.094	0.097	0.100	0.102	0.105	0.108	0.111
0.114	0.117	0.120	0.123	0.126	0.129	0.132	0.135	
76	0.094	0.097	0.100	0.103	0.106	0.109	0.112	0.114
0.117	0.120	0.123	0.126	0.129	0.132	0.135	0.138	
77	0.098	0.101	0.104	0.107	0.110	0.112	0.115	0.118
0.121	0.124	0.127	0.130	0.133	0.136	0.139	0.142	
78	0.103	0.106	0.109	0.111	0.114	0.117	0.120	0.123
0.126	0.128	0.131	0.134	0.137	0.140	0.143	0.146	
79	0.108	0.111	0.114	0.117	0.119	0.122	0.125	0.128
0.131	0.134	0.137	0.139	0.142	0.145	0.148	0.151	

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80	0.115	0.117	0.120	0.123	0.125	0.128	0.131	0.133
0.136	0.139	0.142	0.144	0.147	0.150	0.153	0.155	
81	0.121	0.124	0.127	0.129	0.132	0.135	0.137	0.140
0.143	0.145	0.148	0.151	0.153	0.156	0.159	0.161	
82	0.129	0.132	0.134	0.137	0.139	0.142	0.145	0.147
0.150	0.153	0.155	0.158	0.161	0.163	0.166	0.169	
83	0.138	0.140	0.143	0.146	0.148	0.151	0.154	0.156
0.159	0.161	0.164	0.167	0.169	0.172	0.175	0.177	
84	0.148	0.151	0.153	0.156	0.159	0.161	0.164	0.167
0.172	0.174	0.177	0.180	0.182	0.185	0.187		
85	0.160	0.163	0.165	0.168	0.171	0.173	0.176	0.179
0.181	0.184	0.187	0.189	0.192	0.194	0.197	0.200	
86	0.173	0.176	0.179	0.182	0.184	0.187	0.190	0.193
0.195	0.198	0.200	0.200	0.200	0.200	0.200	0.200	
87	0.189	0.191	0.194	0.197	0.200	0.200	0.200	0.200
0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	
88 or over	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200
0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200

O.C. 1681-97, s. 25.

SCHEDULE 0.7*(ss. 20 and 20.3)*

Age	
under 54	1.000
54	1.691
55	1.706
56	1.804
57	1.953
58	2.151
59	2.379
60	2.705
61	3.202
62	4.090
63	5.811
64	10.989
65 or over	1.000

O.C. 1681-97, s. 25.

SCHEDULE 0.8

(s. 20.4)

DECLARATION OF THE PURCHASER

I declare:

(1) that I am not a party to any contract establishing a locked-in retirement account or a registered retirement pension plan of which the balance must be converted into a life annuity (locked-in RRSP);

(2) that the amount that I have determined or intend to determine as the maximum temporary income for the current fiscal year is, for each of my life income funds, the supplemental pension plans of which I am a member and that offer the variable benefits referred to in Division II.3 of the Regulation respecting supplemental pension plans (chapter R-15.1, r. 6) and the locked-in accounts of my voluntary retirement savings plans governed by the Voluntary Retirement Savings Plans Act (chapter R-17.0.1) and offering temporary variable payments, at least equal to the reference temporary income calculated for this fund.

_____ *(Date)* _____ *(Signature)* _____

NOTE: Whosoever makes a false declaration with the intention of obtaining a temporary income payable from the life income fund mentioned in the declaration is subject to the penalties provided for in sections 257 and 262 of the Supplemental Pension Plans Act (chapter R-15.1).

O.C. 1681-97, s. 25; O.C. 173-2002, s. 70; O.C. 500-2014, s. 21; O.C. 1183-2017, s. 51.

SCHEDULE 0.9

(s. 22.2)

DECLARATION OF THE PURCHASER WHEN TRANSFERRING SUMS TO A LIFE INCOME FUND
(purchaser aged 54 years or over at the end of the year preceding the year of the transfer)

I declare that there is in the total of \$_____ transferred to the life income fund that is the object of this declaration a sum of \$_____ does not come directly or indirectly from a life income fund established by a contract, from a supplemental pension plan that offers the variable benefits referred to in Division II.3 of the Regulation respecting supplemental pension plans (chapter R-15.1, r. 6), or from the locked-in account of a voluntary retirement savings plan governed by the Voluntary Retirement Savings Plans Act (chapter R-17.0.1) and offering variable payments to which I have been a party during the current year.

_____(Date)_____ (Signature)_____

NOTE: Whosoever makes a false declaration with the intention of obtaining an income payable from the life income fund mentioned in the declaration is subject to the penalties provided for in sections 257 and 262 of the Supplemental Pension Plans Act (chapter R-15.1).

O.C. 1681-97, s. 25; O.C. 577-98, s. 6; O.C. 500-2014, s. 22; O.C. 1183-2017, s. 52.

SCHEDULE 0.9.1

(s. 22.2)

DECLARATION OF THE PURCHASER WHEN TRANSFERRING SUMS TO A LIFE INCOME FUND
(purchaser aged under 54 years at the end of the year preceding the year of the transfer)

I declare:

(1) that since the beginning of the current year, I have not received any temporary income from a life income fund other than the one concerned by this declaration;

(2) that, of the total of \$ _____ transferred to the life income fund concerned by the present declaration, a sum of \$ _____ does not come directly or indirectly from a life income fund established by a contract or from a supplemental pension plan that offers the variable benefits referred to in Division II.3 of the Regulation respecting supplemental pension plans (chapter R-15.1, r. 6) to which I have been party during the current year.

_____ (Date) _____ (Signature) _____

NOTE: Whosoever makes a false declaration with the intention of obtaining an income payable from the life income fund mentioned in the declaration is subject to the penalties provided for in sections 257 and 262 of the Supplemental Pension Plans Act (chapter R-15.1).

O.C. 577-98, s. 7; O.C. 173-2002, s. 71; O.C. 1183-2017, s. 53.

SCHEDULE 0.10

(s. 31)

DECLARATION OF THE PURCHASER

I declare that I am not now receiving any temporary income under a supplemental pension plan subject to or established by an act of the Parliament of Québec or any other legislative authority or under any other annuity purchase contract of which the capital comes directly or not from such a plan.

I further declare that no other application intended to allow me to receive a temporary income from such a plan or contract has been made or accepted.

_____ *(Date)* _____ *(Signature)* _____

NOTE: Whosoever makes a false declaration with the intention of obtaining a temporary income payable under a contract mentioned in the declaration is subject to the penalties provided for in sections 257 and 262 of the Supplemental Pension Plans Act (chapter R-15.1).

O.C. 1681-97, s. 25.

SCHEDULE I*(s. 39)*

ANNUAL RATES OF INTEREST REFERRED TO IN SECTION 39

	%
— For each of the years prior to 1951	: 3.00
— For each of the years from 1951 to 1955	: 4.00
— For each of the years from 1956 to 1960	: 4.50
— For each of the years from 1961 to 1965	: 5.00
— For each of the years 1966 and 1967	: 5.75
— For the following years:	
	1968: 6.50
	1969: 7.50
	1970: 7.50
	1971: 6.25
	1972: 6.75
	1973: 7.75
	1974: 8.75
	1975: 8.25
	1976: 9.25
	1977: 7.75
	1978: 8.75
	1979: 10.00
	1980: 11.25
	1981: 14.75
	1982: 12.75
	1983: 8.25
	1984: 11.00
	1985: 9.50
	1986: 8.25

SUPPLEMENTAL PENSION PLANS

1987: 7.00

1988: 7.75

1989: 9.50

O.C. 1158-90, Sch. I; O.C. 1465-95, s. 4.

SCHEDULE II

(s. 63)

DECLARATION OF TERMINATION OF A PENSION PLAN

(following notice given by the employer who is party to the plan)

Name of the plan: _____

Number: _____

I, _____, being duly authorized to act as the administrator or mandatary of the administrator of the plan mentioned above, declare that the plan is being terminated and that the date of its termination is _____.

I certify that:

(1) the termination follows a decision of the employer who is party to the plan (or, in the case of a multi-employer plan, the unanimous decision of the employers who are parties to the plan);

(2) to the best of my knowledge, no agreement prevents the employer or the employers from terminating the plan;

(3) the employer or the employers communicated their decision to terminate the plan by giving written notice, a copy of which is attached hereto, that, to the best of my knowledge, was transmitted to all the affected members and beneficiaries (that is, all the plan's members and beneficiaries whose benefits were not paid in full before the termination date and, if the termination resulted from a division, merger, disposal or closure of the enterprise or a part of the enterprise, all the members whose active membership ceased during the period between the date on which the members were informed of the event in question and the date of termination), the accredited association representing the members, the pension committee and the insurer, if any;

(4) the notice mentioned in paragraph 3 indicates the plan's date of termination;

(5) the date of termination mentioned above is not subsequent to the day preceding the day on which the benefits of the plan's last member or beneficiary were paid in full;

(6) to the best of my knowledge, the date of termination (check, as appropriate, one of the following boxes):

☐ is not prior to the date of the cessation of collection of member contributions nor the date preceding by 30 days the transmittal of the notice of termination to the active members;

☐ is prior to the date of the cessation of collection of member contributions or the date preceding by 30 days the transmittal of the notice of termination to the active members, but each of the members whose active membership ended on the occasion of the termination or thereafter has consented in writing to the termination of the plan at the date mentioned above and the pension committee is able to produce those consents at the request of Retraite Québec;

(7) the pension committee received the written notice of termination from the employer (or employers) on

_____(signature)_____ (date)_____

Attachment: notice of termination.

O.C. 173-2002, s. 72; O.C. 308-2022, s. 63.

SCHEDULE II.1

(s. 63)

DECLARATION OF TERMINATION OF A PENSION PLAN THAT CANNOT BE TERMINATED UNILATERALLY BY AN EMPLOYER (FOLLOWING NOTICE GIVEN BY THE PERSON OR BODY EMPOWERED TO AMEND THE PLAN)

Name of the plan: _____

Number: _____

I, _____, being duly authorized to act as administrator or mandatary of the administrator of the plan mentioned above, declare that the plan is being terminated and that the date of its termination is _____.

I certify that:

(1) the termination follows a decision made by the person or body empowered to terminate the plan in accordance with the plan provisions;

(2) the decision to terminate the plan was communicated by means of a written notice, a copy of which is attached hereto, that, to the best of my knowledge, was sent to all the affected members and beneficiaries (that is, all the plan's members and beneficiaries whose benefits were not paid in full before the termination date and, if the termination resulted from a division, merger, disposal or closure of the enterprise or a part of the enterprise, all the members whose active membership ceased during the period between the date on which the members were informed of the event in question and the termination date), the accredited association representing the members, the pension committee and the insurer, if any;

(3) the notice referred to in paragraph 2 indicates the plan's termination date;

(4) the termination date mentioned above is not subsequent to the day preceding the day on which the benefits of the plan's last member or beneficiary were paid;

(5) to the best of my knowledge, the termination date (check, as appropriate, one of the following boxes):

☐ is not prior to the date of the cessation of collection of member contributions nor the date preceding by 30 days the transmittal of the notice of termination to the active members;

☐ is prior to the date of the cessation of collection of member contributions or the date preceding by 30 days the transmittal of the notice of termination to the active members, but each of the members whose active membership ended on the occasion of the termination or thereafter has consented in writing to the termination of the plan at the date mentioned above and the pension committee is able to produce those consents at the request of Retraite Québec;

(6) the pension committee received the written notice of termination on _____.

(signature)

(date)

Attachment: notice of termination.

O.C. 308-2022, s. 64.

SCHEDULE III

(s. 63)

DECLARATION OF TERMINATION OF A PENSION PLAN

(following a decision of Retraite Québec)

Name of the plan: _____

Number: _____

I, _____, being duly authorized to act as administrator or as the mandatary of the administrator of the plan mentioned above, declare that I was notified of the decision of Retraite Québec to terminate the plan at _____,

I certify that:

(1) the pension committee that administers the plan received a copy of Retraite Québec's decision on _____;

(2) the pension committee transmitted a copy of the decision of Retraite Québec to all the members and beneficiaries affected by the decision, the accredited association representing the members, the employer and the insurer, if any.

_____ (signature) _____ (date) _____

O.C. 173-2002, s. 72.

TRANSITIONAL

2022

(O.C. 308-2022) SECTION 65. The provisions of section 11 apply to any pension plan whose termination date is subsequent to 22 September 2021.

2017

(O.C. 1183-2017) SECTION 54. The funding policy must be established according to the requirements provided for in section 60.12 no later than 4 January 2019.

SECTION 55. The provisions regarding the transfer of benefits between spouses or the seizure of a member's benefits, with the exception of section 56.0.2, apply to transfers and seizures executed after 31 March 2018.

2014

(O.C. 500-2014) SECTION 23(1) section 2 of this amending Regulation has effect with regard to the fiscal year ending after 30 December 2018;

(2) paragraph 2 of section 3 of this amending Regulation applies to the fiscal year ending after 30 December 2019.

2011

(O.C. 978-2011) SECTION 3. The provisions of section 4 of this Regulation, as amended by section 1, apply to the complete actuarial valuation report undertaken after 30 December 2011. A complete actuarial valuation undertaken after 30 December 2010 but prior to 31 December 2011 can, however, be undertaken according to these provisions.

SECTION 4. This Regulation comes into force on 5 October 2011. The provisions in section 3, however, have effect from 31 December 2010. The provisions in section 1 have effect from 31 December 2011.

UPDATES

O.C. 1158-90, 1990 G.O. 2, 2318 and 1991 G.O. 2, 41

O.C. 1159-90, 1990 G.O. 2, 2333

O.C. 568-91, 1991 G.O. 2, 1535

O.C. 1895-93, 1993 G.O. 2, 7150

O.C. 658-94, 1994 G.O. 2, 1876

O.C. 1465-95, 1995 G.O. 2, 3145

O.C. 1681-97, 1997 G.O. 2, 6329

O.C. 577-98, 1998 G.O. 2, 1808

O.C. 173-2002, 2002 G.O. 2, 1495

O.C. 204-2005, 2005 G.O. 2, 703

S.Q. 2009, c. 1, s. 5

O.C. 1073-2009, 2009 G.O. 2, 3515

D. 978-2011, 2011 G.O. 2, 2661

O.C. 500-2014, 2014 G.O. 2, 1184A

O.C. 800-2015, 2015 G.O. 2, 2232

S.Q. 2015, c. 20, s. 61

O.C. 608-2016, 2016 G.O. 2, 2882

O.C. 1183-2017, 2017 G.O. 2, 3841

O.C. 1107-2019, 2019 G.O. 2, 2808

O.C. 308-2022, 2022 G.O. 2, 945