

SECTION A – MEMBER INFORMATION

EMPLOYEE #	LAST NAME	FIRST NAME	INITIAL

SECTION B – SPOUSAL BENEFIT

In accordance with pension legislation and the terms of the Plan, as Plan Member, your spouse may be entitled to certain benefits following your death, **regardless of any beneficiary designation you have made**. If you have not submitted a valid beneficiary designation, any death benefit will be paid to your estate.

If your spouse chooses to waive the right to the benefits, and has submitted a "Spousal Waiver" form to Human Resources, or if you do not have a spouse, benefits will be paid to the beneficiaries you have named. A spouse is defined as:

A person whom at the date of determination:

- a. is married to the Member and is not living apart from the Member; or
- b. is not married to the Member but has been living with the Member in a conjugal relationship:
 - i. continuously for a period of not less than three years; or
 - ii. in a relationship of some permanence, if they are the parents of a child as set out in section 4 of the Children's Law Reform Act.

I do not have a spouse as defined above.

I have a spouse as defined above. I confirm that I am authorized by my spouse to provide his or her personal information for the purpose of enabling him or her to receive benefits under the Plan.

NAME OF SPOUSE	DATE OF BIRTH (YY/MM/DD)

SECTION C – TO DESIGNATE A REVOCABLE BENEFICIARY

Beneficiary: In accordance with the terms and conditions of the Carleton University Retirement Plan ("the Plan"), I revoke any designation of beneficiary made by me. I appoint the following revocable beneficiary to receive any proceeds payable from the Plan that become due by reason of my death. I understand that the designations apply to all death benefits under the Plan unless applicable pension legislation requires payment to a spouse or common-law partner. I confirm that I am authorized by my beneficiary to provide his or her personal information for the purpose of enabling him or her to receive benefits under the Plan. Unless otherwise specified, proceeds will be divided equally among my beneficiaries. See the back page for additional information.

BENEFICIARY NAME	RELATIONSHIP	ADDRESS	% PROCEEDS

Trustee Nomination for Minor Beneficiary residing outside Quebec: If you designate a minor child or a person who lack legal capacity as beneficiary for the purposes of the Plan, a Trustee must be appointed to receive and administer the death benefits. I revoke any previous trustee appointment and appoint the following trustee to receive, in trust, all benefits payable to a designated beneficiary under the Plan who is legally a minor or who lacks capacity. I acknowledge that paying the death benefits to the trustee discharges Carleton University's obligation to pay a death benefit to a designated beneficiary. See the back page for additional information.

TRUSTEE NAME	RELATIONSHIP	ADDRESS	% PROCEEDS

Contingent Beneficiaries: In the event that one of the beneficiaries designated above (the "Original Beneficiaries") predeceases me, I appoint the following as my "Contingent Beneficiary" in their stead. See the back page for additional information.

CONTINGENT BENEFICIARY NAME	RELATIONSHIP	ADDRESS	% PROCEEDS

I reserve the right to change the Beneficiary, Trustee or Contingent Beneficiary from time to time, subject to the provisions of any laws or governmental regulation governing the Designation of Beneficiaries in force from time to time that may apply.

_____ SIGNATURE OF MEMBER

_____ SIGNATURE OF WITNESS (named beneficiary can not be a witness)

_____ DATE

_____ PRINT NAME

_____ DATE

**Carleton University Retirement Plan Text - Section 11
Designation of Beneficiary and Settlement of Death Benefits**

11.01 Designation of Beneficiary

A Member may, by written notice to the University during the Member's lifetime, designate a Beneficiary to whom, in the event of the death of such Member, shall be paid any death benefits under the Plan, except with respect to benefits payable to the Member's Spouse or under the joint and survivor option. Provided there is no legal or other restriction to the contrary, such Member may from time to time revoke or alter any such designation, without the consent of the former Beneficiary.

Where a Member is to be paid benefits under a joint and survivor option with a guarantee period, the Member's designation of a Beneficiary of the guaranteed payments to be paid following the deaths of both the Member and the co-annuitant, may be altered following the Member's death only by the joint agreement of both the co-annuitant and the Beneficiary designated by the Member.

Each such written notice shall be in such form and executed in such manner as the University, in its discretion, may from time to time determine.

11.02 Settlement of Pre-Retirement Death Benefits

In those cases where a Member dies prior to commencement of the Member's pension and the Member's Spouse is entitled to the death benefit in accordance with Section 10.01, [applicable pension legislation] the Spouse may elect that the settlement of death benefits be made in any one of the following ways:

- (a) in a lump sum cash payment,
- (b) the amount in (a) be transferred to a registered retirement savings plan, or
- (c) the amount in (a) be used to provide an immediate or deferred life annuity, commencing at any time prior to the end of the calendar year in which, with effect from January 1, 1997, the Spouse attains age 71, or such other time as is acceptable under the *Income Tax Act*, or, if later, within one year after the death of the Member, provided that such life annuity shall not have a guarantee period in excess of 15 years.

In those cases where a Member dies prior to commencement of the Member's pension and a Beneficiary other than the Member's Spouse is entitled to the death benefit in accordance with Section 10.01, the settlement of death benefits shall be made to the Beneficiary in accordance with (a) above.

11.03 Settlement of Post-Retirement Death Benefits

If on the death of a Member there shall be no Beneficiary, or if the Beneficiary shall not then be living, any benefits which may be payable in accordance with Section 10.02, [the Carleton Retirement Plan Text] shall be paid to the deceased Member's estate. Such settlement shall be made in a lump sum equal to the Commuted Value of such payments.

11.04 Settlement of Death Benefits Following Death of Beneficiary

If a Beneficiary who is entitled to benefit payments as the result of the death of a Member or the Member's Spouse should die before the end of any applicable period of guaranteed payment, the balance of the guaranteed payments shall be paid to the beneficiary designated by such Beneficiary. In the absence of such designation, the balance of the guarantee payments shall be paid to the estate of such Beneficiary in a lump sum equal to the Commuted Value of such payments.

More Information

Trustee Nomination for Minor Beneficiary: If you wish to grant the trustee the authority to use the assets held in trust for the education or maintenance of the beneficiary during the period of minority or incapacity, you should obtain legal advice prior to completing this form as additional documentation will be required. If you do complete the trustee appointment, note that the trust will terminate when your beneficiary attains the age of majority or recovers sufficient legal capacity to assume control of the assets.

Minor beneficiary residing in Quebec only: Trustee appointments are not accepted by Quebec courts. Please consult your legal advisor if you wish to appoint a trustee.

Contingent Beneficiaries: A Contingent Beneficiary will only be entitled to receive a benefit in the event that one of the Original Beneficiaries predeceases you. If I do not designate a Contingent Beneficiary and one of the Original Beneficiaries predeceases you, then the death benefit will be divided equally among the surviving Original Beneficiaries, or, if none, the death benefit will be paid to your estate.