

11. Except for the cases provided for by the Pension Plans Act, the Spouse ceases to be entitled to the benefits provided for in section 6 or 9 hereof, upon divorce, separation from bed and board, or annulment of marriage, or, in the case of an unmarried Spouse, by cessation of the conjugal relationship, except in the cases and under the conditions prescribed in paragraphs 1 and 2 of section 89 of the Pension Plans Act.
12. Pursuant to a judgment rendered in favour of the Annuitant's spouse granting a seizure for alimentary support, the seizable part, not exceeding 50% of the balance of the Plan at the time of the seizure, is payable in only one payment. If an immediate payment is mandated by regulations in force notwithstanding the term of investments, the penalties imposed by the Trustee for the withdrawal prior to the maturity date of the investments will be applied to the investments liquidated.
13. Subject to the date of expiry of the investments, the entire balance of the Account may be paid in a lump-sum payment to an annuitant who is at least 65 years of age at the end of the year preceding his or her application, if the total of the sums accumulated in his or her name in the following plans:
 - defined contribution pension plans;
 - defined benefit or defined benefit-defined contribution pension plans in application of provisions similar to those of a defined contribution plan;
 - life income funds;
 - locked-in retirement accounts;
 - locked-in RRSPs (registered retirement savings plans of which the balance must be converted into a life annuity)
 does not exceed 40% of the Maximum Pensionable Earnings determined in accordance with the Act respecting the Québec Pension Plan for the year during which the purchaser applies for the payment.
14. The Trustee shall invest the properties held in the Annuitant's Account in accordance with the directions received from the Annuitant. However, all investments shall at all times be in conformity with the Trustee's policies.
In the absence of directions from the Annuitant, the Trustee may invest the balance of the Account, in whole or in part, in accordance with the last written direction received from the Annuitant or in any other manner which the Trustee deems appropriate, including any other debt instrument issued by the Trustee or by any related corporation or company without the Trustee being bound to do so, notwithstanding the laws of all jurisdictions concerning the investment of the property of others, the whole without incurring any liability therefor.
15. The Annuitant furthermore acknowledges that the Trustee shall in no manner be liable for the choice of investments made by the Annuitant and for the consequences that such choice may entail. Accordingly, without limiting the generality of the foregoing, if the choice of investments made by the Annuitant is such that it is not possible to fulfil the requirements of the Federal Act, the Pension Plans Act and, where applicable, any other provincial Act, with regard to qualified investments and their liquidity, the Trustee shall not incur liability, even where it has knowledge of the choice of investments before the investment has been made. Moreover, the Trustee shall not be liable for any loss or depreciation of the value of the investments in the Account or upon the liquidation of all or part of the assets in the Account.
16. The Trustee may keep any investment in the Account, in any place to be determined by the Trustee, in the Trustee's own name, a mandatory or under any other name chosen by the Trustee. In the absence of any directions to the contrary, the Trustee may, without however being bound to do so, exercise any voting rights or any right to give proxies with respect to all shares, bonds or securities it holds in the Account.
17. The Annuitant may, by means of written notice addressed to the Trustee, determine the date of his retirement, which must occur before the end of the year during which he or she reaches sixty-nine (69) years of age. Said notice must be given to the Trustee at least 90 days before the maturity date of the Account and must specify the form that the Annuitant's retirement income shall take. The Annuitant shall be fully responsible for specifying the maturity date of the Account and to choose an eligible retirement income plan pursuant to the Federal Act, the Pension Plans Act and any other Provincial Act.
Unless written directions from the Annuitant are received in the said period, namely, ninety (90) days before December 31 of the year in which the Annuitant reaches sixty-nine (69) years of age, the assets in the Account or the proceeds of disposition of the assets, shall be transferred, at the Trustee's entire discretion, to a life income fund.
The Trustee may require the Annuitant to produce proof of age if it is not satisfied that the Annuitant's prior statement as to his or her age in fact corresponds to the Annuitant's real age.
18. Upon maturity of the Account, no benefit shall be paid to the Annuitant, except for the purchase of an annuity or for the transfer of the balance of the Account to a life income fund which must be used as retirement income, in accordance with paragraph 146(2) (c.2) of the Federal Act and the provisions of any Provincial Act and the Pension Plans Act.
Retirement income shall only be paid to the Annuitant in the form of equal periodic payments, at intervals of no more than one (1) year. Pursuant to paragraph 146 (2) (b.2) of the Federal Act, the total payments of a pension payable periodically in a year after the death of the Annuitant shall not exceed the total of the payments in the year preceding the death.
19. The Trustee shall, upon the Annuitant's written request, repay all or part of the amount designated as surplus under paragraph 146 (2) (c.1) of the Federal Act, and, where applicable, under the provisions of the Provincial Act.
20. If he has not resided in Canada since at least two years, the Annuitant may, unless the agreed term of the investment has not expired, require that the total balance of the Plan be paid to him in a lump sum.
21. No premium shall be paid after maturity of the Account.
22. The rights and retirement income of the Annuitant under this Account may not be assigned in whole or in part.
23. The Trustee shall be entitled to its customary fees, which the Annuitant acknowledges having knowledge of, such fees being drawn from the assets held on behalf of the Annuitant. Said fees may be adjusted from time to time, but the Trustee undertakes to send written notice to the Annuitant in the manner provided for in section 28 hereof before applying the new fee schedule. The Trustee is also entitled to the repayment, out of the assets of the Account, of all costs and expenses incurred in relation to the Account, including, without limitation, any overdraft, any penalty incurred upon early repayment, any fine and all interest that the Account may have to pay for any reason whatsoever, and all taxes paid by the Trustee.
Where the Annuitant fails to pay the costs, fees, penalties, taxes, etc., as mentioned in the preceding paragraph, the Trustee shall then be entitled, upon thirty (30) days' written notice, to sell the assets held in the Account, and is hereby specifically authorized to liquidate the said investments at the prices and on the conditions the Trustee deems appropriate, without however being bound to do so. The Annuitant shall be liable to pay the Trustee all costs, fees, penalties, income taxes, etc., the amount of which exceeds the assets in the Account.
24. This plan includes no advantage, except that provided for in paragraph 146(2) (c.4) of the Federal Act, and, where applicable, in any equivalent provision of any Provincial Act, that is conditional in any way on the existence of the Account, may be extended to the Annuitant or to a person with whom the Annuitant was not dealing at arm's length.
25. The Trustee shall not be entitled to set off, in relation to property held in the Account, any debt or obligation owing to it, except for fees, costs, expenses, and administration costs payable hereunder. Property held in the Account may not be pledged, assigned, or in any way alienated as security for a loan, or for any purpose or function other than that of the making for the Annuitant, beginning on the maturity date, of a life retirement income.
26. The Trustee shall assume the final responsibility for the administration of the Account. The foregoing does not prejudice the rights of the Trustee in respect of any person for any violation of the responsibility under the presents or within the scope of a mandate with any third party.
27. The Trustee may resign from its duties and be released from any other obligation and responsibility hereunder by sending to the Annuitant written notice of three (3) months or of any shorter period deemed sufficient by the Annuitant. The Trustee may appoint as its successor, under the terms hereof, any corporation qualified to act as an issuer, pursuant to the Federal Act, the Pension Plans Act, and, where applicable, any other Provincial Act. Said appointment shall take effect on the expiry of the three-month period provided for herein. At the effective date of the appointment, the Trustee shall transfer the amounts of money and securities in the Account to its successor. It is nonetheless understood that the Trustee shall at no time be bound to make early repayment of said securities before proceeding to transfer them.
Furthermore, the Trustee shall provide all the information and documents necessary to the management and registration of the plan, in conformity with the Federal Act, the Pension Plans Act, and, where applicable, any other Provincial Act. Beginning on the date of its appointment, the Trustee's successor shall assume all duties and responsibilities of the Trustee and the Trustee shall be released from all its obligations and responsibilities hereunder.
The Annuitant may, similarly, relieve the Trustee of its duties and appoint an eligible successor in accordance with the provisions of the Federal Act, the Provincial Plans Act and, where applicable, any other Provincial Act, insofar as the term agreed to for the investments has expired. In such case, the Trustee shall transfer the amounts of money and securities in the Account to its successor.
28. The Trustee shall not be liable for any act or omission, unless it or its employees or agents have been grossly negligent.
29. The Trustee shall send the Annuitant, at least once a year, a statement indicating the sums deposited, their source, the accumulated earnings and fees debited since the last statement, and the balance of the Account.
30. The Trustee may, at any time, amend the terms and conditions of this agreement insofar as the agreement remains in accordance with the standard contract as amended and registered with the Régie. Any amendment shall take effect on the thirtieth (30th) day following the sending of the notice. However, if an amendment has the effect of reducing the Annuitant's rights under this agreement, the Trustee may not amend this agreement unless the Annuitant is entitled to a transfer of the balance of the Account. The amendment shall take the form of a written notice to the Annuitant indicating the subject of the amendment and the date on which the Annuitant may exercise his or her entitlement to transfer; said notice must be received by the Annuitant thirty (30) days before the date on which the Annuitant may exercise his or her entitlement to transfer.
31. Any notice or statement that the Trustee must send to the Annuitant shall be sent by mail to the Annuitant's address indicated on the application form or the change of address notice.
32. If an income exceeding the maximum amount payable during a fiscal year is paid to the Annuitant contrary to the provisions of the contract or the Regulation respecting supplemental pension plans, the Annuitant may, unless this payment is attributable to a false declaration by him, require that the Trustee pay him, as a penalty, a sum equal to the surplus of the income paid.