

**ATB**

# Little book of RIF info

(Or, your ATB Financial  
Retirement Income Fund  
terms and conditions)

[Read the quick version on page 1 >](#)

**This booklet contains all the interesting terms and conditions that apply to your ATB Financial Retirement Income Fund (Fund).** This booklet replaces all previous terms and conditions documents that applied to your Fund.

We've tried to cover just about everything you should need to know, but if you still have questions, drop by an ATB branch or give us a shout at **1-800-332-8383**.

## The quick version

1. We keep any and all personal information private and confidential. Any personal information we collect about you is subject to our Privacy Statement and Privacy Code, which are designed to protect your personal information under privacy laws, including Alberta's *Personal Information Protection Act*. For more info on why we collect your personal information, how we use and protect it, the situations where we may share it and how you can request access to your own personal information, check out our Privacy Statement. You can pick up a copy at any branch or on [atb.com](http://atb.com)
2. Only certain types of payments can be made from the Fund, but don't worry: we will make sure you receive payments from your Fund that are at least equal to the minimum amount required by the *Income Tax Act*.
3. There are lots of ways to connect with us including online banking, using our mobile app, calling our Client Care Centre at **1-800-332-8383** or coming in to one of our branches.
4. You can choose between paperless and paper statements—whatever makes sense for you.
5. No one likes to talk about death including us. But no matter how hard it is to think about, it's important that you set things up correctly, so the people you care about don't have to worry about it once you're gone. Take a minute to read through sections entitled Beneficiary Designation and Death.
6. If you need to change your address, send us a written notice, visit your ATB branch, update your details in online banking or call our Client Care Centre at **1-800-332-8383**.

# Contents

## Legal definitions

4 Legal definitions

## Tax requirements

5 Registration

5 Fund

5 Contributions

5 Interest

5 Permitted payments from fund

5 Transfers

6 Instructions

6 Statements and receipts

## Who gets your fund if something happens to you?

7 Beneficiary designation

7 Death

## The really, really legal stuff

8 Fees

8 Privacy

8 Headings

8 No right to offset or assign

8 Notices

8 Amendments

8 Life income fund

8 Early redemption

9 Law that applies

9 Severability

9 Indemnity

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## Legal definitions

Before we get too far into things, here are the definitions you'll need to know:

The **Act** means the Income Tax Act (Canada).

**Fund** means the ATB Financial retirement income fund account that we have applied, or will apply, for registration under the Act as a registered retirement income fund.

**GIC** or Guaranteed Income Certificate is each deposit that you have with us that pays a specified rate (or rates) of interest over a specific term.

**Spouse** means your spouse or common law partner (as applicable), as those terms are defined in the Act.

**Tax Legislation** means the Act as well as any provincial tax legislation that applies to retirement savings plans.

**We, our, us** and **ATB Financial** mean Alberta Treasury Branches, operating as ATB Financial.

**You / your** means the annuitant of the Fund as defined under the Act, as indicated in our records.

# Tax requirements

Here are the tax requirements you need to be aware of for your Fund.

## Registration

We will apply for registration of the Fund (if we have not already done so) as a retirement income fund under the Tax Legislation.

## Fund

When we set up the RIF, we will set up a daily interest savings account for you called a Registered Savings Account, and all contributions will be placed into that account. You can select to deposit money into the Registered Savings Account or into various GIC options or any of the other accounts we may make available for you. (FYI: there may be minimum contribution requirements.) If you're not sure which choice is right for you, we're happy to explain your options. If you select a GIC, you will receive a GIC certificate confirming the details and options you selected.

## Contributions

We can only accept money from you that is transferred from:

- a. Your own Registered Retirement Savings Plan;
- b. Another one of your Registered Retirement Income Funds;
- c. You, provided that the amount reflects a sum set out in 60(l)(v) of the Act. Heads up: this is complicated, but it essentially covers amounts paid from a registered retirement savings plan on the death of a Spouse, parent or grandparent (if you're a dependant);
- d. Your Spouse's or former Spouse's Registered Retirement Savings Plan or Registered Retirement Income Fund, pursuant to a property division order, judgment or agreement, as applicable;
- e. Your own registered pension plan;
- f. Your Spouse's or former Spouse's registered pension plan as a death benefit or pursuant to a

property division order, judgment or agreement, as applicable;

- g. A deferred profit sharing plan in which you are a participant;
- h. A specified pension plan under the Act (such as the Saskatchewan Pension Plan); or
- i. Your pooled registered pension plan.

## Interest

In the Registered Savings Account, interest will be calculated daily and paid monthly. The rate of interest that we pay may fluctuate and we don't provide notice of changes. The current rates are always available online at [atb.com/rates](http://atb.com/rates) and will be provided to you on your statement. The GIC that you select will pay interest, and interest will be calculated and paid as indicated in the GIC certificate.

## Permitted payments from fund

- a. Each year after the Fund is established, we will pay you a minimum amount from the Fund, as required under the Tax Legislation. You can request to receive more than that minimum amount, up to the amount available in the Fund and subject to withholding tax.
- b. In the event of marriage breakdown, we will pay, from the Fund to your Spouse's or former Spouse's registered retirement income fund or registered retirement savings account, the amount set out in the property division order, judgment or agreement, as applicable.
- c. The only other payments that will be made from the Fund (other than any fees charged by us) will be those described in the Death section and the Transfers section of this Agreement.

## Transfers

You may also transfer money from the Fund to another registered retirement income fund as

long as the other carrier agrees and it is permitted under the Tax Legislation. We will withhold an amount sufficient to ensure that the minimum amount that must be paid to you in a year (see section entitled Permitted Payments from Fund) is paid to you as required under the Tax Legislation. Any amounts withheld will be directed to a non-registered savings account held with us. If you don't have a non-registered savings account, we will issue a draft in your name. If you wish to transfer funds held in a non-redeemable GIC, the transfer will be subject to the terms and conditions applicable to non-redeemable GICs in the Section below entitled "**Early Redemption**".

### **Instructions**

There are a few ways to give us instructions on your Fund including coming into a branch, calling our Client Care Centre at **1-800-332-8383** or through online banking. In some cases, we will accept instructions by email or fax, but please note that email and fax aren't secure and we can't guarantee when we'll read the communication.

We will act on any instructions that we think are from you, but we may decline or refuse any instructions—even if they appear to be from you—if we think they're improper, unlawful or fraudulent, or that there is a mistake. This is part of our commitment to keep you and your money safe.

**You need to know this:** We will not be responsible for any loss you may incur because we acted on instructions that we thought were genuine, or because we didn't act on instructions that we thought were improper, unlawful, fraudulent or mistaken.

### **Statements and receipts**

Here's the low-down on how we'll get your information to you, so you know what to watch for and when to watch for it.

**Paperless statements:** We like trees. You like trees. So why not consider saving a tree by going paperless? If that's how you choose to receive your quarterly statements, then you're agreeing to receive and review your statements electronically through online banking. We will continue to send your tax receipts annually by mail and we may still send you a paper statement or notice on occasion (if we think there's something important you should receive in writing).

**Paper statements:** If you prefer to receive paper statements, we will send tax receipts annually and statements quarterly, so you always have mail to look forward to.

No matter how you choose to receive your Fund transaction and balance information, it's your responsibility to review the activity in your Fund. You agree to do this review within 60 days of the date of your quarterly statement. We want to make sure everything is accurate and that your Fund is working the way you want it to, so write it in your calendar and make a date with your statement!

If you find an error or if an item is missing, get in touch with us as soon as possible so we can check into it. Seriously. Don't put it off. You must notify us within 60 days of the statement date, if you want to dispute any transaction or item that was posted or missed from your Fund. If you don't notify us within that time period, then you are agreeing that your Fund transactions and balances are conclusively accurate, regardless of whether you actually received your statement or otherwise reviewed the activity in your Fund. We may debit your Fund for any amount that was credited in error.

**Long story short:** it's worth your time to make sure you take a look at your statements.

**Okay, now let's go over your beneficiary and successor information. In other words...**

# Who gets your fund if something happens to you?

## Beneficiary designation

As long as you live in a province that allows you to do so (like Alberta!), you can designate one or more beneficiaries to receive the proceeds of the Fund on your death. These are people you like or loved ones you feel obligated to take care of. We'll ask you to complete and give us a document that sets out who you wish to designate. You can change the beneficiaries that are noted in our records, but you need to do this on our forms and you must provide those forms to us. You can send these forms in the mail or by email, update them through online banking or bring them by in person to any ATB branch. You can also change the beneficiaries by properly naming those people as beneficiaries of the Fund in your will. (For that, we recommend you visit a lawyer.)

You agree that we can use our records to determine who to pay the Fund proceeds to after your death. So if you make life changes (eg, get married, get divorced, move to a different province, etc.) and want to make sure someone specific gets (or doesn't get) your Fund money, take the time to update your forms with us or do so in your will.

Once we have made the payments to your designated beneficiary or estate, ATB will be considered free from any further liability with respect to your Fund.

## Death

It's not fun to talk about, but important to think about—and make plans for. Read through the following information and make sure you understand what to do, so the people who are grieving you know exactly what to do about your Fund.

**Here's what you need to know:** When you die, the first thing we'll need is written proof of your death from your estate representative. Unless your Spouse takes over the Fund for you pursuant to the terms and conditions of the Fund or your will, we will, upon your death, distribute all of the property of the Fund (or an amount equal to the value of the Fund) in a single lump sum to your designated beneficiary (if we have one in our records for you) or your estate representative (if we don't have a beneficiary designation in our records for you). Of course, we will take care of deducting and remitting any withholdings or taxes that we are required to under the Tax Legislation.

Secondly, if any of your Fund money is in a GIC that's not redeemable, your Spouse is not taking over the Fund and we don't have a beneficiary designation in our records for you, then if we're asked by your estate representative to do so, we'll redeem the whole GIC and pay the estate. We may charge early redemption fees but will let your estate representative know the amount of these fees (if any) when they ask to withdraw the funds at which time they can confirm if they still wish to withdraw the funds. Interest may also be paid if the funds are withdrawn which will be reported to the Canada Revenue Agency as required.

**This last section of the terms and conditions covers the really, really legal stuff.**

## The really, really legal stuff

### Fees

We love our clients and hate to see anyone leave ATB. So if you're unhappy with your Fund, talk to us first to see if there are other options we can offer you. We really want you to be happy, and we have a lot of choices! If you decide you still want to take your Fund somewhere else, we charge a fee to transfer your funds to another financial institution—just to cover our costs in arranging the transfer. You can find our current fees for transfers and other transactions at [atb.com](http://atb.com) or in any branch.

### Privacy

The information that we collect about you is used and disclosed in accordance with the document entitled Personal Information: Collection, Use and Disclosure Statement (the "**Privacy Statement**"). You will have received a copy of that document from us when the Fund was opened. It's a fascinating read ( just like this). If you can't find it and really want to spend some time getting to know all about privacy, you can find the most current version at any branch or on [atb.com](http://atb.com)

Once you've taken a look at the privacy statement, if you have any questions or concerns about the personal information that is collected and retained by ATB, you can call us at **1-866-858-4175** and we'll be happy to chat about it. Or write to our privacy officer at 2100, 10020-100 Street (Transit #115) Edmonton, Alberta T5J 0N3.

### Headings

We have inserted headings into these terms and conditions as a reference and for your convenience. They are not part of these terms and conditions.

### No right to offset or assign

We agree that we have no right to apply any of the money in your Fund against any debt owed to ATB Financial. We agree that your Fund will not be taken by us as security for any loan or debt owed to us. You agree that neither the funds in the Fund nor

any payments of the Fund will be pledged, given as security, or otherwise assigned in whole or in part by you.

### Notices

Any notices that we are going to send you by mail will be addressed to you and sent to the mailing address that we have in our records. If you need to change your address or update your personal information, you can send us a written notice, update it through online banking, visit your ATB branch or call our Client Care Centre at **1-800-332-8383**.

In other words, you need to let us know if you move. We need to know where you're at and how to get your important information to you, so you can stay up-to-date with how your Fund is doing. If you're moving, add us to the list of people who need to know where you're going.

### Amendments

We can change any of the terms of this Agreement at any time, with or without providing notice to you. However, none of these changes will take effect if the change would not be permitted under the Tax Legislation. We need to play by the rules.

### Life income fund

The terms of an addendum attached to these terms and conditions will apply if the Fund includes money transferred from a registered pension plan or other locked-in registered savings plan. If there is an inconsistency between these terms and conditions and the terms of the addendum or the pension laws that apply to the funds, then the terms of the addendum or pension laws will apply.

### Early redemption

If any of your RIF funds are in a GIC that's not redeemable, we may, in certain circumstances allow you to redeem your funds before your GIC's maturity date. If that happens, interest may be paid which will be reported to the Canada Revenue



Agency as required. We will also charge an interest rate penalty fee and an administration fee. We'll let you know what the interest rate penalty fee and administration fees are before you confirm that you want to redeem the funds. In addition to ATB Financial charging the above noted interest rate penalty fee and administration fee, if ATB Financial agrees to an early redemption for a Linked deposit, you may not be entitled to the full Principal Amount deposited as the market value of the deposit fluctuates prior to the Date of Maturity.

If any of your RIF funds are in a GIC that is redeemable then the Principal Amount deposited may be redeemed from this deposit in whole at any time provided that:

- i. If the original term is less than one (1) year, then ATB Financial reserves the right to require up to ten (10) days notice of redemption;
- ii. If the original term is for one (1) year or greater, then ATB Financial reserves the right to require up to thirty (30) days notice of redemption; and
- iii. If redeemed in less than thirty (30) days from the Date of Deposit indicated above, then no interest will be paid and if redeemed after thirty (30) days from the Date of Deposit but prior to the Date of Maturity, then simple interest will be paid calculated at ATB Financial's then applicable early redemption rate.

A portion of the principal amount may be withdrawn at any time provided: (a) the specific

product type allows for partial redemptions; and (b) the principal amount invested remains greater than or equal to the minimum investment amount. Partial redemptions will also be subject to conditions (i) through (iii) above.

### **Law that applies**

These terms and conditions are governed by the laws of the Province of Alberta and the laws of Canada that apply in Alberta, and you agree to submit to the jurisdiction of the courts of the Province of Alberta.

### **Severability**

If a Court determines that any section or sections of these terms and conditions are not enforceable, we will treat that section or sections as if they weren't in the terms and conditions, and the remainder will remain in effect and unaffected by the removal of the unenforceable sections.

### **Indemnity**

At the risk of sounding like a broken record, we need to say this one last time: ATB is not liable for any taxes, interest, penalties or charges imposed on us in respect to your Fund. We may pay any such taxes, interest, penalties or charges out of the assets of the Fund, or we may pay them for you and then reimburse ourselves out of the assets of the Fund. If we can't do either of those things, then as long as we abide by these terms and conditions and the Tax Legislation, you agree to pay us for any such amounts.

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**That's all for now. Thanks for taking the time to read through your ATB Financial Retirement Income Fund Terms and Conditions. As always, if you have any questions, please stop by an ATB branch or call us at 1-800-332-8383.**