

**WAIVER OF SPOUSAL BENEFITS
IN THE EVENT OF THE MEMBER'S DEATH BEFORE RETIREMENT**

Member:**Identifier:**

WAIVER – TO BE COMPLETED BY THE MEMBER'S SPOUSE

I confirm that I have read the details on the back of this declaration and understand its meaning.

As a spouse, I waive any benefits that may be payable to me by the DGPP under my status as a spouse in the event of the member's death before retirement. In this case, the amounts will be paid to the beneficiaries designated by the member or, failing that, to their estate, which may mean that I won't receive any benefits from the pension plan if the member dies before retirement.

I understand that I hereby waive my rights to the benefits payable during the participant's active membership in the DGPP only and that a new form must be signed at my spouse's retirement in the event I would wish to waive the benefits that would be paid to me by virtue of my status as spouse after my spouse's retirement.

I have signed with full knowledge of the facts. I understand that I may revoke this waiver at any time before the plan member's death or retirement, whichever comes first.

Last name:

First name:

Address (number, street, apartment):

City:

Postal Code:

Signature of spouse (Handwritten signature only):

Date:

Name of witness:

Signature of witness (Handwritten signature only):

Date:

**REVOCATION OF SPOUSE'S WAIVER
TO BE COMPLETED ONLY IF SPOUSE'S WAIVER IS REVOKED**

I, the undersigned, as the spouse of the plan member identified above, hereby waive any pre-retirement death benefits that may be payable to me by the DGPP and that may be available to me under my status as a spouse.

Signature of spouse (Handwritten signature only):

Date:

Name of witness:

Signature of witness (Handwritten signature only):

Date:

FORM DETAILS – SPOUSAL WAIVER

By law, if a plan member dies before retiring, a benefit equal to [the value of their accrued DGPP benefits](#) will be paid:

- To his or her eligible **spouse** according to the [applicable definitions](#), if applicable, unless this person has [waived his or her right in writing](#).
- To the **designated beneficiaries**, if the plan member does not have a spouse.

DEFINITION OF SPOUSE (IN ACCORDANCE WITH SECTION 9-2 OF THE DGPP REGULATION)

- a) The spouse is the person who is married to or united in civil union with the member, and:
- i A person who is legally separated from bed and board from the member; or
 - ii A person who is legally separated from bed and board from the member, where the separation took place before September 1, 1990.

Notwithstanding the preceding, beginning on January 1, 2001, the spouse is the person who is married to or united in civil union with the member, and a person who is legally separated from bed and board from such member.

- b) If the member is neither married nor civilly united, the spouse is the person who has been living with the member for at least 3 years or, in the following cases, for at least 1 year:
- i If at least one child is born or will be born out of their union;
 - ii If they have jointly adopted at least one child during their marital relationship;
 - iii If one of them has adopted at least one the other's children during this period;
 - iv The birth or adoption of a child during a marriage, civil union or a period of marital relationship prior to the marital relationship current on the day the status of spouse is established, may allow a person to be recognized as a spouse.
- c) If no one meets any of the above definitions, the spouse is the person who the member has designated in writing to the Retirement Committee, and who meets one of the following two conditions:
- i He or she is married to the member but a person who is legally separated from bed and board from the member; and the separation occurred after August 31, 1990;
 - ii He or she has been living in a marital relationship with the member for at least 1 year.

Notwithstanding the preceding, starting on January 1, 2001, the spouse is the person whom the member has designated in writing to the Retirement Committee and who has been living in a marital relationship with the member for at least one year.

- d) If no one meets any of the above definitions, the member is deemed not to have a spouse for the purposes of the Plan.
- e) In the event that the member dies before retirement, the spouse's status is determined on the day preceding the death. If the member dies after retirement, the spouse's status is determined on the day the pension payments began.

The spouse ceases to be the spouse at such time after retirement that there occurs separation from bed and board, divorce, annulment of marriage or civil union, or termination of marital relationship, except if there has not been an assignment of entitlements between the spouses or if the member notifies the Retirement Committee in writing that this person is to remain the spouse.

ADDITIONAL INFORMATION

DGPP Member Services

Monday to Friday, from 8:30 a.m. to 4:30 p.m.

By phone

Call us at 1-866-434-3166 or 514-285-3166

By secure messaging

Write to us via the secure [Contact us](#) section of the DGPP website at [rcd-dgp.com](#)

HOW TO SEND YOUR DOCUMENTS

Via secure messaging through the [Contact us](#) section of the DGPP website at [rcd-dgp.com](#)

By mail or internal mail to

Desjardins Insurance
LEV 200 – SS - G
200 Rue Des Commandeurs
Lévis QC G6V 6R2