

ATB

Little book of RSP info

(Or, your ATB Financial
Retirement Savings Plan
terms and conditions)

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

This booklet contains all the fascinating terms and conditions that relate to your ATB Financial Retirement Savings Plan (RSP). This booklet replaces all previous terms and conditions documents.

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 call 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
2. You are responsible for ensuring that contributions made to your RSP don't exceed the maximum permitted under the *Income Tax Act*. This means you need to know your limits!
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. You or your spouse (if this is a spousal RSP) can make contributions to the RSP until the maturity date of the RSP. We'll set up a Registered Savings Account for you when we set up the RSP, and all contributions will be placed into that account. From this savings account, you can move your money into various other options. (See the section entitled Contributions for more details.).
6. 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.
7. 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**.

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Legal definitions

Before we get too far, here are some definitions you should know:

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

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, and us mean ATB Financial.

You / your means the annuitant of the RSP, as indicated in our records.

Tax requirements

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

Registration

We will apply for registration of the RSP (if we have not already done so) as a retirement savings plan under Tax Legislation.

Refund of contributions

In order to receive the benefits under the *Act*, you will need to ensure that contributions made to the RSP don't exceed the maximum permitted under the *Act*. But we know accidents happen, so if there is an over-contribution, you or your spouse (if this is a spousal RSP) can request a refund of contributions from the RSP in order to reduce the tax payable under Part X.1 of the *Act*. In order to complete the request, we'll need a bit of paperwork filled out. Stop by any branch and we can help you with that.

Payments before maturity

Prior to maturity, you can withdraw money from the RSP in a lump sum (as opposed to periodic payments), subject to the terms and conditions applicable to non-redeemable GICs in the Section below entitled "**Account Closing and Early Redemption**". Again, we'll just need some paperwork from you to complete the withdrawal. We will also hold back and remit any withholdings or taxes that we are required to under the Tax Legislation.

Transfers

You may transfer your entire registered RSP to or from another RSP at ATB or another financial institution, or to a registered pension plan, as long as the transfer is permitted under the Tax Legislation and subject to:

- a. The payment of any taxes, and
- b. The terms and conditions applicable to non-redeemable GICs in the Section below entitled "*Account Closing and Early Redemption*".

If we've transferred all of your money to another financial institution, we will be considered free from any further liability with respect to the RSP.

Payments on maturity

Your registered RSP matures either on December 31 in the year you turn 71 (or, if the *Act* is changed, the date that the *Act* then states), or another date you tell us—whichever comes first. When your registered RSP matures, your only options are to either:

- a. Transfer the money in your registered RSP to a registered Retirement Income Fund (RIF), or
- b. Set up a retirement income. (Just so you know, according to the *Act*, a retirement income is an annuity contract that meets the requirements of the Tax Legislation. Clear as mud? See the next section for all the details.)

We know it's a lot to remember, so if we don't hear from you at least 30 days prior to the maturity date of your registered RSP, we'll take care of it by setting you up with a RIF and submitting it for registration. This RIF will be subject to our usual terms and conditions and the requirements spelled out in the Tax Legislation.

Retirement income

If you choose to set up a retirement income, what that really means is that you will be using the money in your RSP to buy an annuity contract issued by an insurance company (not ATB). To arrange for that, you must give us at least 90 days' notice (although we may agree to a shorter notice period). Unless the *Act* permits something different, **the retirement income you set up must meet all of the following requirements:** (*deep breath*).

- a. It must be payable in equal periodic payments (payable yearly or more often, such as monthly or bi-weekly) until there is a full or partial payment in substitution of the retirement income. (This means that you have accepted

a lump sum payment in place of all or part of your future periodic payments.) Where that substitution is partial, the remaining retirement income must continue to be payable in equal periodic payments (payable yearly or more frequently);

- b.** You must not be able to assign the retirement income to anyone else, in whole or in part;
- c.** The retirement income must require the substitution of any annuity payable that would otherwise become payable to a person other than you or your Spouse under the RSP;

- d.** If the annuity has a guaranteed term, the term cannot exceed a term equal to 90 minus your age (in whole years) at the maturity date, or if your Spouse is younger than you, you may choose to use the age (in whole years) of your Spouse at the maturity date; and
- e.** It must not provide for the total of periodic payments made in a year after your death to be more than the total of payments made in a year before your death.

Managing your money

Contributions

You or your spouse (if this is a spousal RSP) can make contributions to the RSP only until the maturity date of the RSP (see section entitled Payments on Maturity). We'll set up a Registered Savings Account for you when we set up the RSP and all contributions will be placed into that account. We want to make sure your RSP works the way you need it to, so from that savings account, you can select to deposit money into various GIC options or any of the other accounts we make available for you (there may be minimum contribution requirements). If you're not sure which choice is right for you, we're happy to go over your options with you. Once you've made a choice, you'll receive a GIC certificate confirming the details and options you selected.

Interest

In the Daily Interest 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 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.

Instructions

There are a number of ways you can give us instructions on your RSP, 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. It's 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 where to watch for it. We'll send you a statement about your RSP every three months

("quarterly")—you can choose electronic or paper delivery.

Paperless statements: You like trees. We 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 RSP transaction and balance information, it's your responsibility to review the activity in your RSP. 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 RSP 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 RSP. If you don't notify us within that time period, then you are agreeing that your RSP transactions and balances are conclusively accurate, regardless of whether you actually received your statement or otherwise reviewed the activity in your RSP. We may debit your RSP 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 RSP 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 people (referred to in the Act as "beneficiaries") to receive the proceeds of the RSP 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 whom you wish to designate. You can change the beneficiaries that are noted in our records, but you need to do this in writing on our forms and you must provide those forms to us. You can also change the beneficiaries by properly naming those people as beneficiaries of the RSP in your will. (For that, we recommend that you visit a lawyer.)

You agree that we can use our records to determine who to pay the RSP proceeds to after your death. So if you make life changes

(eg, get married, get divorced, have kids, move to a different province) and want to make sure someone specific gets (or doesn't get) your RSP money, take the time to update your forms with us or in your will.

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 you need to do, so the people who are grieving you know exactly what to do about your RSP.

Here's what you need to know: If you die before the purchase of a retirement income (annuity), the first thing we'll need is written proof of your death from your estate representative. We may require additional documents such as letters of probate or your will, but don't worry, we'll let your estate

representative know. If we have a beneficiary designation in our records, then we'll pay the RSP proceeds accordingly. If there is no beneficiary designation, then we'll pay the RSP proceeds to your estate representative. Of course, we'll take care of deducting and remitting any withholdings or taxes that we are required to under the Tax Legislation.

Secondly, if any of your RSP funds are in a GIC that's not redeemable, then if we're asked by your estate representative to do so, we'll redeem the whole GIC and pay the estate or the designated beneficiary as applicable. 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.

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

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 RSP or how it's performing, talk to us first to see if there are other options we can offer you. We really want you to be happy, and you have a lot of choices. If you decide you still want to take your RSP somewhere else, we charge a fee to transfer your RSP 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 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 RSP was opened. It's a fascinating read (just like this). If you can't find it, or really want to read it again, you can find the most current version at any branch or on 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. They love getting mail!

Headings

We have inserted headings into this Agreement as a reference and for your convenience. They are not part of this Agreement and don't form part of the terms and conditions in this Agreement. They're just to make reading the agreement easier (and sometimes more fun!).

No right to offset or assign

We agree that we have no right to apply any of the money in your Plan against any debt owed to ATB Financial. We agree that your RSP funds will not be taken by us as security for any loan or debt owed to us. You agree that the funds in the RSP and any future retirement income must not be pledged, given as security or otherwise assigned in whole or part by you.

Notices

Any notices that we are going to send you by mail will be addressed to you or your spouse (if this is a spousal RSP) 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. Seriously. 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 RSP 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 RSP 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.

Account closing and early redemption

- a.** If your RSP has a zero balance and there's been no activity on it for three months, the account will automatically close. So if you leave it sitting empty for a couple of years, don't be surprised when you find out it's closed.
- b.** We may decide to close your RSP at any time, but if we do, we'll give you advance written notice. We'll transfer all property, together with all information required to continue the administration of the property as a RRSP under the Act, to a successor issuer free of charge. After we've closed the RSP and transferred the property and any information, we'll be considered free from any further liability or responsibility with respect to the RSP.
- c.** You may choose to close your RSP at any time by notifying us in writing that you want to close it. If you want to withdraw money from your RSP or transfer your RSP to another financial institution, the sections above dealing with payments before maturity (sections entitled Payments Before Maturity, Transfers and Privacy) apply.
- d.** If any of your RSP 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.

- e.** If any of your RSP 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.

Locked-in retirement account

The terms of an addendum, attached to these terms and conditions, will apply if the RSP funds include 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. (Yeah, we had to read that twice, too.)

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 rest of the terms and conditions 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 RSP. We may pay any such taxes, interest, penalties or charges out of the assets of the RSP, or we may pay them for you and then reimburse ourselves out of the assets of the RSP. 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.

Congrats! You made it all the way to the end.

Thanks for taking the time to read through your ATB Financial Retirement Savings Plan Terms and Conditions. As always, if you have any questions, please stop by any ATB branch or give us a call at 1-800-332-8383.