1000—General

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1100 Introduction

1110 Application

- .01 These Standards of Practice apply to actuarial <u>work</u> in Canada. Responsibility for these Standards of Practice vests in the Actuarial Standards Board (Canada) and approval of standards and changes to standards are made through a process that includes consultation with the actuarial profession and other interested parties. They are intended for the benefit of the public. The <u>work</u> in Canada of a member of a professional actuarial organization is expected to conform to these Standards of Practice.
- .02 The existence of standards is not a substitute for professional judgment or consideration for the needs of the user(s) when performing specific work.
- .03 The authority of these Standards of Practice derives from the powers of those bodies that recognize them for actuarial <u>work</u> in Canada. Among others, these include professional actuarial bodies and relevant laws such as those regulating pensions and insurance. Compliance with these Standards of Practice is also likely to be taken into account when the quality of actuarial <u>work</u> is being considered in a court of law or in other contested situations. However, in such circumstances, deviation from any provision of these Standards of Practice should not, in and of itself, be presumed to be malpractice.

1120 Definitions

- .01 Each term set over dotted underlining has the meaning given in this subsection. A term that is not set over dotted underlining has its ordinary meaning.
- .02 <u>Accepted actuarial practice</u> is the manner of performing <u>work</u> in accordance with these Standards of Practice. Unless the context requires otherwise, it refers to <u>work</u> in Canada. [pratique actuarielle reconnue]
- .03 <u>Actuarial cost method</u> is a method to allocate the present value of a benefit plan's obligations to time periods, usually in the form of a <u>service cost</u> and an accrued liability. [*méthode d'évaluation actuarielle*]
- .04 <u>Actuarial evidence work is work</u> where the <u>actuary</u> provides an expert opinion with respect to any area of actuarial practice in the context of an actual or anticipated dispute resolution proceeding, where such expert opinion is expected or required to be independent. A dispute resolution proceeding may be a court or court-related process, a tribunal, a mediation, an arbitration, or a similar proceeding. <u>Actuarial evidence work</u> may include the determination of capitalized values in respect of an individual, or the provision of an expert opinion with respect to a dispute involving an actuarial practice area, such as pensions or insurance, or questions of professional negligence. [*travail d'expertise devant les tribunaux*]

- .05 <u>Actuarial present value method</u> is a method to calculate the lump sum equivalent at a specified date of amounts payable or receivable at other dates as the aggregate of the present values of each of those amounts at the specified date, and taking into account both the time value of money and, where appropriate, <u>contingent events</u>. [*méthode de la valeur présente actuarielle*]
- .06 <u>Actuary</u>, as it is used in these standards, means a member of a professional actuarial organization whose <u>work</u> in Canada is expected to conform to these standards. [actuaire]
- .07 <u>Anti-selection</u> is the tendency of one party in a relationship to exercise options to the detriment of another party when it is to the first party's advantage to do so. [*antisélection*]
- .08 <u>Appointed actuary</u> of an entity is an <u>actuary</u> formally appointed, pursuant to legislation, by the entity to monitor the <u>financial condition</u> of that entity. [*actuaire désigné*]
- .09 <u>Appropriate engagement</u> is one that does not impair the <u>actuary</u>'s ability to conform to the precepts of ethical and professional conduct such as those that may be found in the Rules of Professional Conduct of the Canadian Institute of Actuaries or relevant law or regulation. Unless the context otherwise requires, wherever the word "engagement" is used in these standards it refers to an <u>appropriate engagement</u>. [mandat approprié]
- .10 <u>Automatic balancing mechanisms</u> automatically adjust <u>contributions</u>, benefits, and/or parameters of a plan in order to restore the balance between its source of financing and its benefits. The mechanism is prescribed by a set of predetermined measures to be taken, either immediately or later as prescribed, upon being triggered by certain demographic, economic, or financial indicators. [*mécanismes automatiques de compensation*]
- .11 <u>Benefits liabilities</u> are the liabilities of a plan in respect of claims incurred on or before a <u>calculation date</u>. [*obligations liées aux prestations*]
- .12 Best estimate means without bias. [meilleure estimation]
- .13 <u>Calculation date</u> is the effective date of a calculation; e.g., the <u>calculation date</u> in the case of a valuation for financial statements. It usually differs from the <u>report date</u>. [*date de calcul*]
- .14 <u>Case estimate</u> at a <u>calculation date</u> is the unpaid amount of one of, or a group of, an <u>insurer</u>'s reported claims (perhaps including the amount of <u>claim adjustment expenses</u>), as estimated by a claims professional according to the information available at that date. [*évaluation du dossier*]
- .15 <u>Claim adjustment expenses</u> are internal and external expenses in connection with settlement and administration of claims. [*frais de règlement des sinistres*]
- .16 <u>Claim liabilities</u> are the portion of <u>insurance contract liabilities</u> in respect of claims incurred on or before the <u>calculation date</u>. [*passif des sinistres*]

- .17 <u>Contingent event</u> is an event that may or may not happen, or that may happen in more than one way or that may happen at different times. [*éventualité*]
- .18 <u>Contribution</u> is a <u>contribution</u> by a participating employer or a plan member to <u>fund</u> a benefit plan. [*cotisation*]
- .19 <u>Contribution principle</u> is a principle of <u>policyholder</u> dividend determination whereby the amount deemed to be available for distribution to <u>policyholders</u> by the directors of a company is divided among policies in the same proportion as policies are considered to have contributed to that amount. [*principe de contribution*]
- .20 <u>Credibility</u> is a measure of the predictive value attached to an estimate based on a particular body of data. [*crédibilité*]
- .21 <u>Credit spread</u>, for a fixed-income asset, is the yield to maturity on that asset minus the yield to maturity on a risk-free fixed income asset with the same cash flow characteristics. [*écart de crédit*]
- .22 <u>Definitive</u> refers to a matter that is final and permanent rather than tentative, provisional, or unsettled. [*décision définitive*]
- .23 <u>Development</u> of data with respect to a given coverage period is the change in the value of those data from one <u>calculation date</u> to a later date. [*matérialisation*]
- .24 Explanatory text is text that appears outside of a box in these standards. [texte explicatif]
- .25 External user is a user other than the actuary's client or employer. Internal user and external user are mutually exclusive. [*utilisateur externe*]
- .26 <u>External user report</u> is a <u>report</u> whose <u>users</u> include an <u>external user</u>. [*rapport destiné à un utilisateur externe*]
- .27 <u>Financial condition</u> of an entity at a date refers to its prospective ability at that date to meet its future obligations, especially obligations to policy owners, members, and those to whom it owes benefits. <u>Financial condition</u> is sometimes called "future <u>financial condition</u>". [*santé financière*]
- .28 <u>Financial position</u> of an entity at a date is its financial state as reflected by the amount, nature, and composition of its assets, liabilities, and equity at that date. [*situation financière*]
- .29 To <u>fund</u> a plan is to dedicate assets to its future benefits and expenses. Similarly for "<u>funded</u>" and "<u>funding</u>". [*provisionner*]

- .30 <u>Funded status</u> is the difference between the value of assets and the actuarial present value of benefits allocated to periods up to the <u>calculation date</u> by the <u>actuarial cost method</u>, based on a valuation of a pension plan, post-employment benefit plan, or <u>social security program</u>. [*niveau de provisionnement*]
- .31 <u>Going concern valuation</u> is a valuation that assumes that the entity to which the valuation applies continues indefinitely beyond the <u>calculation date</u>. [*évaluation en continuité*]
- .32 <u>Indexed benefit</u> is a benefit whose amount depends on the movement of an index such as the consumer price index. [*prestation indexée*]
- .33 <u>Indicated rate</u> is the <u>best estimate</u> of the premium required to provide for the corresponding expected claims costs, expenses, and provision for profit. [*taux indiqué*]
- .34 <u>Insurance contract</u> is a contract under which one party (the <u>insurer</u>) accepts significant insurance risk from another party (the <u>policyholder</u>) by agreeing to compensate the <u>policyholder</u> if a specified uncertain future event (the insured event) adversely affects the <u>policyholder</u>. <u>Insurance contract</u> includes group insurance, third-party contracts where the owner of the contract and the person who is compensated (the <u>policyholder</u>) differ, and all like arrangements substantively in the nature of insurance. [*contrat d'assurance*]
- .35 Insurance contract liabilities in an insurer's statement of financial position are the liabilities at the date of the statement of financial position on account of the insurer's insurance contracts, including commitments, that are in force at that date or that were in force before that date. [passif des contrats d'assurance]
- .36 <u>Insurer</u> is the party that has an obligation under an <u>insurance contract</u> to compensate a <u>policyholder</u> if an insured event occurs. <u>Insurer</u> includes a fraternal benefit society and the Canadian branch of a foreign <u>insurer</u>, but does not include a <u>public personal injury</u> <u>compensation plan</u> or a post-employment benefit plan¹. [*assureur*]
- .37 Internal user is the actuary's client or employer. Internal user and external user are mutually exclusive. [*utilisateur interne*]
- .38 Internal user report is a report all of whose users are internal users. [rapport destiné à un utilisateur interne]
- .39 <u>Margin for adverse deviations</u> is the difference between the assumption for a calculation and the corresponding <u>best estimate</u> assumption. [*marge pour écarts défavorables*]

¹ The wording of this definition is identical to the corresponding definition appearing in IFRS 4 appendix A, as of November 2009.

- .40 <u>Model</u> is a practical representation of relationships among entities or events using statistical, financial, economic, or mathematical concepts. A <u>model</u> uses methods, assumptions, and data that simplify a more complex system and produces results that are intended to provide useful information on that system. A <u>model</u> is composed of a <u>model specification</u>, a <u>model</u> implementation, and one or more <u>model runs</u>. Similarly for "to <u>model</u>". [modèle]
- .41 <u>Model implementation</u> is one or more systems developed to perform the calculations for a <u>model specification</u>. For this purpose "systems" include computer programs, spreadsheets, and database programs. [*implémentation du modèle*]
- .42 <u>Model risk</u> is the risk that, due to flaws or limitations in the <u>model</u> or in its use, the <u>actuary</u> or a <u>user</u> of the results of the <u>model</u> will draw an inappropriate conclusion from those results. [*risque de modélisation*]
- .43 <u>Model run</u> is a set of inputs and the corresponding results produced by a <u>model</u> <u>implementation</u>. [*exécution d'un modèle*]
- .44 <u>Model specification</u> is the description of the components of a <u>model</u> and the interrelationship of those components with each other, including the types of data, assumptions, methods, entities, and events. [*spécifications du modèle*]
- .45 <u>New standards</u> means <u>new standards</u>, or amendment or rescission of existing standards. [nouvelles normes]
- .46 <u>Periodic report</u> is a <u>report</u> that is repeated at regular intervals. [*rapport périodique*]
- .47 <u>Plan administrator</u> is the person or entity with overall responsibility for the operation of a benefit plan. [*administrateur d'un régime*]
- .48 <u>Policy liabilities</u> in an <u>insurer</u>'s statement of <u>financial position</u> are the liabilities at the date of the statement of <u>financial position</u> on account of the <u>insurer</u>'s policies, including commitments, that are in force at that date or that were in force before that date. <u>Policy liabilities</u> consist of <u>insurance contract liabilities</u> and liabilities for policy contracts other than <u>insurance contracts</u>. [*passif des polices*]
- .49 <u>Policyholder</u> is a party that has a right to compensation under an <u>insurance contract</u> if an insured event occurs¹. [*titulaire de police*]

¹ The wording of this definition is identical to the corresponding definition appearing in IFRS 4 appendix A, as of November 2009.

- .50 <u>Premium liabilities</u> are the portions of <u>insurance contract liabilities</u> that are not <u>claim liabilities</u>. [*passif des primes*]
- .51 Prescribed means prescribed by these standards. [prescrit]
- .52 Property and casualty insurance is insurance that insures individuals or legal persons
 - Having an interest in tangible or intangible property, for costs arising from loss of or damage to such property (e.g., fire, fidelity, marine hull, warranty, credit, legal expense, and title insurance); or
 - For damages to others or costs arising from the actions of such persons (e.g., liability and surety bonds) and for costs arising from injury to such persons (e.g., automobile accident benefits insurance). [assurances IARD]
- .53 <u>Provision for adverse deviations</u> is the difference between the actual result of a calculation and the corresponding result using <u>best estimate</u> assumptions. [*provision pour écarts défavorables*]
- .54 Public personal injury compensation plan means a public plan
 - Whose primary purpose is to provide benefits and compensation for personal injuries;
 - Whose mandate may include health and safety objectives and other objectives ancillary to the provision of benefits and compensation for personal injuries; and
 - That has no other substantive commitments.

The benefits and compensation provided under such public plans are defined by statute. In addition, such public plans have monopoly powers, require compulsory coverage except for those groups excepted by legislation or regulation, and have the authority to set assessment rates or premiums. [régime public d'assurance pour préjudices corporels]

- .55 <u>Recommendation</u> means text that appears in a box in these standards. Similarly for "recommend". [recommandation]
- .56 <u>Reinsurance recoverables</u> in an <u>insurer</u>'s statement of <u>financial position</u> are the assets at the <u>calculation date</u> on account of reinsurance treaties, including commitments, that are in force at that date or that were in force before that date. [sommes à recouvrer auprès des réassureurs]
- .57 <u>Related experience</u> includes premiums, claims, exposures, expenses, and other relevant data for events analogous to the insured events under consideration other than the <u>subject</u> <u>experience</u> and may include established rate levels or rate differentials or external data. [*expérience connexe*]
- .58 <u>Report</u> is an <u>actuary</u>'s oral or written communication to <u>users</u> about his or her <u>work</u>. Similarly for "to <u>report</u>". [*rapport*]

- .59 <u>Report date</u> is the date the <u>actuary</u> specifies as such in the <u>report</u>. It usually differs from the <u>calculation date</u>. [*date du rapport*]
- .60 <u>Scenario</u> is a set of consistent assumptions. [*scénario*]
- .61 <u>Service cost</u> is that portion of the present value of a plan's obligations that an <u>actuarial cost</u> <u>method</u> allocates to a time period, excluding any amount for that period in respect of unfunded accrued liabilities. [*cotisation d'exercice*]
- .62 <u>Social security program</u> means a program with all the following attributes regardless of how it is financed and administered:
 - Coverage is of a broad segment, or all, of the population, often on a compulsory or automatic basis;
 - Benefits are provided to, or on behalf of, individuals;
 - The program, including benefits and financing method, is mandated by law;
 - The program is not financed through private insurance; and
 - Program benefits are principally provided or delivered in the form of periodic payments upon old age, retirement, death, disability, and/or survivorship.
 [programme de sécurité sociale]
- .63 <u>Subject experience</u> includes premiums, claims, exposures, expenses, and other data for the insurance categories under consideration. [*expérience visée*]
- .64 <u>Subsequent event</u> is an event of which an <u>actuary</u> first becomes aware after a <u>calculation date</u> but before the corresponding <u>report date</u>. [*événement subséquent*]
- .65 <u>Trend</u> is the tendency of data values to change in a general direction from one coverage period to a later coverage period. [*tendance*]
- .66 <u>User means an intended user of the actuary's work</u>. [*utilisateur*]
- .67 <u>Virtually definitive</u> refers to a matter that is almost certain, but that lacks one or more formalities like ratification, due diligence, regulatory approval, third reading, royal assent, or proclamation. However, a decision that still involves discretion at an executive or administrative level is not <u>virtually definitive</u>. [pratiquement définitive]

- .68 <u>Work means work that is commonly, but not necessarily exclusively, performed by actuaries in</u> assessing, measuring, and evaluating risks and contingencies and usually includes
 - Acquisition of knowledge of the circumstances affecting the <u>work</u> that the <u>actuary</u> is undertaking;
 - Obtaining sufficient and reliable data;
 - Selection of assumptions and methods;
 - Calculations and examination of the reasonableness of their result;
 - Use of other persons' work;
 - Formulation of opinion and advice;
 - Reporting; and
 - Documentation. [travail]

1130 Interpretation

Recommendations

- .01 These standards consist of <u>recommendations</u> and <u>explanatory text</u>.
- .02 A recommendation is the highest order of guidance in these standards.
- .03 Each <u>recommendation</u> is in boxed text where it is accompanied by its effective date, shown in square brackets.

Explanatory text

.04 The <u>explanatory text</u> supports and expands upon the <u>recommendations</u>. The <u>explanatory text</u> consists of definitions, explanations, examples, and useful practices.

Effective date of recommendations

- .05 The notice of adoption for <u>new standards</u> would indicate their effective date and whether early implementation is permitted and may provide additional direction regarding the application of <u>new standards</u>.
- .06 Subject to the notice of adoption, a <u>recommendation</u> applies to <u>work</u> with a <u>calculation date</u> that is on or after the <u>recommendation</u>'s effective date. Superseded <u>recommendations</u> that were in effect at the <u>calculation date</u> would apply to <u>work</u> with a <u>calculation date</u> prior to the effective date of <u>new standards</u> unless early implementation is permitted and applied to the <u>work</u>.

General standards and practice-specific standards

- .07 These standards consist of general standards and practice-specific standards. With the exception noted below, the general standards apply to all areas of actuarial practice. In addition, the standards in part 4000 apply to all areas of actuarial practice if the <u>actuary</u>'s <u>work</u> in an area meets the definition of <u>actuarial evidence work</u>.
- .08 Usually, the intent of the practice-specific standards is to narrow the range of practice considered acceptable under the general standards.

.09 In exceptional cases, however, the intent of practice-specific standards is to define as acceptable a practice that would not be acceptable under the general standards, in which case that intent is specifically noted by words in a practice-specific recommendation like: *"Notwithstanding the general standards, the <u>actuary should..."</u>, followed by the <u>explanatory text</u>.*

Drafting

- .10 "Should" is the strongest mandating word in these standards, appearing only in recommendations, often in the expression, "The <u>actuary</u> should..."
- .11 "Would" is a suggestive word appearing in the <u>explanatory text</u>, often in the expression, "The <u>actuary</u> would...", and is less forceful than the mandative "should".
- .12 "May" is a permissive word, appearing in both <u>recommendations</u> and the <u>explanatory text</u>, often in the expression, "The <u>actuary</u> may..." and often with conditions attached. It defines a safe harbour. For example, in paragraph 1510.01, the <u>recommendation</u> is that "The <u>actuary</u> may use and take responsibility for another person's work if such actions are justified." and the <u>explanatory text</u> describes steps that constitute justification. The <u>actuary</u> who is satisfied that the actions are justified has done all that may be reasonably expected and has therefore complied with <u>accepted actuarial practice</u>, even if the use turns out not to be well-founded.
- .13 The examples are often simplified and are not all-inclusive.

1140 Judgment

- .01 The <u>actuary</u> should exercise reasonable judgment in applying these standards. A judgment is reasonable if it is objective and takes account of
 - The spirit and intent of the standards;
 - Precepts of ethical and professional conduct intended to guide the conduct of the <u>actuary</u>;
 - Common sense; and
 - Constraints on time and resources. [Effective February 1, 2018]

Need for judgment

- .02 While these standards are drafted so that they are, as much as possible, understandable by lay persons, the judgment of the <u>actuary</u> is necessary for their application.
- .03 The exercise of judgment is not clear-cut, except perhaps in hindsight. A judgment that is reasonable at its making is not made unreasonable by later hindsight.

- .04 A judgment that is completely subjective would not be reasonable even though it may be based on honest belief. A reasonable judgment would be objective and demonstrably take account of the criteria listed in the recommendation and discussed below.
- .05 There is a reasonable range of assumptions that may be selected by an <u>actuary</u> for particular <u>work</u> and that might produce materially different results. Sometimes, it is desirable that <u>actuaries</u> produce results within a relatively narrow range, in which case the practice-specific standards may <u>prescribe</u> certain assumptions and/or methods to achieve that purpose.

Spirit and intent

.06 In applying a specific standard, it is important to be guided by the spirit and intent behind it.

Common sense

- .07 A strained interpretation of a <u>recommendation</u> is inappropriate.
- .08 An outlandish result or a seeming impossibility of applying the standards would indicate either a misinterpretation of the standards or their inapplicability to the situation.

Constraint on time and resources

.09 The <u>actuary</u> would normally perform <u>work</u> in compliance with <u>accepted actuarial practice</u>. However in some circumstances within the scope of an <u>appropriate engagement</u>, the <u>actuary</u>'s <u>work</u> may be constrained by available time and resources. In such circumstances, the <u>actuary</u> would adopt an interpretation and application that strikes a reasonable balance between compliance and modifications due to the constraints, after consideration of <u>accepted actuarial practice</u> with respect to materiality and the use of approximations. The <u>actuary</u> would report to the <u>user</u> any deviation from <u>accepted actuarial practice</u>.

1150 Accepted actuarial practice

.01 <u>Work</u> in Canada should conform to <u>accepted actuarial practice</u> except when it conflicts with law or the terms of an <u>appropriate engagement</u>. A <u>user</u> of the <u>actuary</u>'s <u>work</u> may assume that it is in accordance with <u>accepted actuarial practice</u> except when the <u>actuary reports</u> otherwise. [Effective February 1, 2018]

- .02 These standards are the only explicit articulation of <u>accepted actuarial practice</u> for <u>work</u> in Canada. Explanation, examples, and other useful guidance may also be found in
 - <u>New standards</u>, not yet effective but whose early implementation is appropriate;
 - Educational notes of the Canadian Institute of Actuaries;
 - Actuarial principles;
 - Exposure drafts;
 - Historical records;
 - Canadian and international actuarial literature; and
 - Practices that are generally accepted among <u>actuaries</u> and that are not in conflict with these standards.

The applicability and the relative importance of this other guidance for particular <u>work</u> is a matter for judgment.

.03 <u>Accepted actuarial practice</u> is sometimes called "generally <u>accepted actuarial practice</u>" (for example, in the Insurance Companies Act (Canada)) or "generally accepted actuarial principles".

1160 Scope

- .01 These standards apply to <u>work</u> in Canada. [Effective February 1, 2018]
- .02 The application of any <u>recommendations</u> beyond their scope should take account of relevant circumstances. [Effective February 1, 2018]

Work in Canada vs. work in another country

.03 The distinction between <u>work</u> in Canada and <u>work</u> in another country depends primarily on the ultimate purpose of the <u>work</u>. It does not depend on where the <u>actuary</u> lives or where the <u>actuary</u> happens to be when doing the <u>work</u>.

- .04 <u>Work</u> in compliance with the laws or customs of a country or a particular region within that country is <u>work</u> in that country. Examples include
 - A valuation of the liabilities of a pension plan of a Canadian subsidiary of a U.S. multinational for the consolidated financial statements of the multinational is <u>work</u> in the U.S.
 - If the <u>work</u> relates to taxation under the U.S. *Internal Revenue Code*, the <u>work</u> is <u>work</u> in the U.S. Thus, a valuation of the <u>policy liabilities</u> of the U.S. branch of a Canadian <u>insurer</u> for the <u>insurer</u>'s U.S. income tax return is <u>work</u> in the U.S.
 - If the <u>work</u> relates to litigation under U.S. law before a U.S. court, the <u>work</u> is <u>work</u> in the U.S. Thus, a <u>report</u> to the lawyer of a Canadian defendant insured by a Canadian <u>insurer</u> on a claim for damages litigated under U.S. law in a U.S. court is <u>work</u> in the U.S.
- .05 There may be cases when the distinction is not clear; for example, advice to a Canadian <u>insurer</u> on products to be sold outside Canada. In some of those cases, <u>accepted actuarial practice</u> may be the same in both countries, so the distinction does not matter. If the distinction matters, the <u>actuary</u> would, if practical, agree with the <u>user</u> and <u>report</u> on the appropriate practice and, failing agreement, would <u>report</u> the implications of the distinction.

Work outside Canada

.06 The best guidance for <u>work</u> in another country is the accepted practice for actuarial <u>work</u> in that country. This encompasses the formal guidance that the actuarial profession in that country provides for <u>work</u> in that country. If that guidance does not exist or is limited, these standards may provide useful guidance. The general standards are more likely to provide useful guidance than the practice-specific standards: in either case, however, the <u>actuary</u> would take account of differences between the laws and customs of the other country and those of Canada.

1200 Permitted Deviations

1210 Conflict with law

- .01 If <u>accepted actuarial practice</u> conflicts with the law, the <u>actuary</u> should comply with the law, but should <u>report</u> the conflict and, if practical, useful, and appropriate under the terms of the engagement, <u>report</u> the result of applying <u>accepted actuarial practice</u>. [Effective February 1, 2018]
- .02 It is practical to <u>report</u> the result of applying <u>accepted actuarial practice</u> unless the <u>work</u> to do so is onerous or the needed data are unobtainable. If a quantified result is not practical, a verbal description of the result is better than no <u>report</u>.
- .03 Description of the conflict and disclosure of its effect is useful in order to
 - Disclose that the work deviates from accepted actuarial practice;
 - Disclose that the <u>work</u>, insofar as the conflict is concerned, is in accordance with the requirements of the legislator or regulator, which vary by jurisdiction, rather than <u>accepted actuarial practice</u>, which is uniform across Canada; and
 - Promote eventual adoption of <u>accepted actuarial practice</u> into law.

In determining the usefulness of <u>reporting</u>, the <u>actuary</u> would take into account the needs of the various <u>users</u>.

.04 <u>Accepted actuarial practice</u> does not conflict with the law where the law mandates a practice, or limits practice to a range, that is within the range of <u>accepted actuarial practice</u>.

1220 Conflict with terms of engagement

.01 If accepted actuarial practice conflicts with the terms of an appropriate engagement, the actuary may comply with the terms of that engagement, but should <u>report</u> the conflict and, if practical, useful, and appropriate under the terms of that engagement, <u>report</u> the result of applying <u>accepted actuarial practice</u>. [Effective February 1, 2018]

- .02 Usually, the <u>actuary</u> is responsible for all aspects of his or her <u>work</u> and performs it in accordance with <u>accepted actuarial practice</u>. The engagement to which the <u>recommendation</u> applies is usually one in which one or more aspects of <u>work</u> are omitted or are stipulated by the client or employer or the terms of a benefit plan. Examples include situations where
 - The <u>actuary</u> uses, but does not take responsibility for, the software system, or the work, of the staff of the client or employer; and
 - The client or employer or the terms of a benefits plan stipulates an assumption or a method that is not in accordance with <u>accepted actuarial practice</u>.
- .03 Conflict between <u>accepted actuarial practice</u> and the law is not the same as conflict between <u>accepted actuarial practice</u> and the terms of an engagement. In the case of an engagement whose terms call for deviation from <u>accepted actuarial practice</u>, the <u>actuary</u> has discretion to accept or not to accept the engagement.
- .04 The practicality and usefulness of <u>reporting</u> a result in accordance with <u>accepted actuarial</u> <u>practice</u> are the same as for subsection 1210, Conflict with law.

1230 Unusual and unforeseen situations

- .01 Deviation from a particular <u>recommendation</u> or other guidance in these standards is <u>accepted</u> <u>actuarial practice</u> for an unusual or unforeseen situation for which the standards are inappropriate². [Effective February 1, 2018]
- .02 The <u>actuary</u> would <u>report</u> without reservation when deviating from a particular <u>recommendation</u> or other guidance in these standards in accordance with this subsection 1230, but it may sometimes be appropriate to describe and justify the deviation in the <u>report</u>.

1240 Materiality

.01 Deviation from a particular <u>recommendation</u> or <u>explanatory text</u> in these standards is <u>accepted</u> <u>actuarial practice</u> if the effect of so doing is not material. [Effective February 1, 2018]

² Actuaries are encouraged to bring such situations to the attention of the Actuarial Standards Board, who may wish to consider how standards might be improved so that they do contemplate such situations.

- .02 "Material" has its ordinary meaning, but is judged from the point of view of a <u>user</u>, having regard for the purpose of the <u>work</u>. Thus, an omission, understatement, or overstatement is material if the <u>actuary</u> expects it to affect either the <u>user</u>'s decision-making or the <u>user</u>'s reasonable expectations. When the <u>user</u> does not specify a standard of materiality, judgment falls to the <u>actuary</u>. That judgment may be difficult for one or more of these reasons:
 - The standard of materiality depends on how the <u>user</u> uses the <u>actuary</u>'s <u>work</u>, which the <u>actuary</u> may be unable to foresee. If practical, the <u>actuary</u> would discuss the standard of materiality with the <u>user</u>. Alternatively, the <u>actuary</u> would <u>report</u> the purpose of the <u>work</u> as precisely as possible, so that the <u>user</u> is warned of the risk of using the <u>work</u> for a different purpose with a more rigorous standard of materiality.
 - The standard of materiality may vary among <u>users</u>. The <u>actuary</u> would choose the most rigorous standard of materiality among the <u>users</u>.
 - The standard of materiality may vary among uses. For example, the same accounting calculations may be used for a pension plan's financial statements and the financial statements of its participating employer. The <u>actuary</u> would choose the more rigorous standard of materiality between those two uses.
 - The standard of materiality depends on the <u>user</u>'s reasonable expectations, consistent with the purpose of the <u>work</u>. For example, advice on winding-up a pension plan may affect each participant's share of its assets, so there is a conflict between equity and practicality. The same is true for advice on a policy dividend scale.

- .03 The standard of materiality also depends on the <u>work</u> and the entity that is the subject of that work. For example,
 - A given dollar standard of materiality is more rigorous for a large than for a small entity;
 - The standard of materiality for valuation of an <u>insurer</u>'s <u>policy liabilities</u> is usually more rigorous for those in its financial statements than for those in a forecast in dynamic capital adequacy testing;
 - The standard of materiality for data is more rigorous for calculating an individual benefit (such as in a pension plan wind-up) than for a valuation of a group benefit plan (such as a <u>going concern valuation</u> of a pension plan); and
 - The standard of materiality for <u>work</u> involving a threshold, such as a regulatory capital adequacy requirement calculation of an <u>insurer</u> or a statutory minimum or maximum <u>funding</u> level for a pension plan would become more rigorous as the entity approaches that threshold.
- .04 The <u>actuary</u> would not <u>report</u> an immaterial deviation from a particular <u>recommendation</u> or other guidance in these standards except if doing so assists a <u>user</u> to decide whether the standard of materiality is appropriate for that <u>user</u>.
- .05 The <u>recommendation</u> applies to both calculation and <u>reporting</u> standards.

Calculation standards

- .06 The result of applying a <u>recommendation</u> may not differ materially from the result of a simpler practice requiring less time and expense. For example, the practice-specific <u>recommendations</u> for valuation of <u>insurance contract liabilities</u> for term life insurance have little effect on an <u>insurer</u> whose volume of term life insurance is trivial. To ignore them in that situation is <u>accepted actuarial practice</u> if it helps the <u>actuary</u> to concentrate time and resources on material items.
- .07 In considering materiality, it is not appropriate to net items that are <u>reported</u> separately. For example, if simple practices requiring less time and expense than those in the <u>recommendations</u> materially overstate the <u>premium liabilities</u> and materially understate its <u>claim liabilities</u>, but do not materially affect their sum, the understatement and overstatement are each material if the two items are <u>reported</u> separately. In considering materiality, it is, however, appropriate to net components within a separately reported item. To continue the example, it would be appropriate to net the overstatement of <u>premium liabilities</u> with the understatement of <u>claim liabilities</u> if only the sum of the two (i.e., the <u>insurance contract liabilities</u>) is <u>reported</u>.

.08 The effect of using a simpler practice requiring less time and expense than those in the <u>recommendations</u> may be conservative or not conservative. Usually, the criterion of materiality is the same in both cases.

Reporting standards

.09 The result of applying a <u>recommendation</u> may provide information that is not useful. For example, disclosure of a material change in the basis for valuing the liabilities with respect to a material class of a benefit plan's members is not useful if that class was trivial at the previous valuation. Also, description of immaterial provisions of a benefit plan is not useful. To ignore the <u>recommendation</u> is <u>accepted actuarial practice</u> in that situation.

1300 The Engagement

1310 Accepting and continuing an engagement

- .01 In accepting an engagement, the <u>actuary</u> should agree on its terms with the <u>actuary</u>'s client or employer and be satisfied that it is an <u>appropriate engagement</u>. [Effective February 1, 2018]
- .02 In performing the engagement, if the <u>actuary</u> becomes aware of information that, if known beforehand, would have been an impediment to acceptance of the engagement, the <u>actuary</u> should
 - Renegotiate the engagement to remove the impediment;
 - Discontinue the engagement; or
 - Provided that the engagement continues to be an <u>appropriate engagement</u>, <u>report</u> the impediment and its implications. [Effective February 1, 2018]
- .03 The <u>actuary</u> would consider consultation with the predecessor <u>actuary</u>, if any, to determine whether there is any reason not to accept the engagement.

Terms of the engagement

.04 The likelihood that <u>work</u> is satisfactory to all <u>users</u> concerned is enhanced by a clear understanding between the <u>actuary</u> and the client or employer on the terms of the engagement. Detailed identification of the time and resources involved, especially if they are substantial, and of the information needed to be communicated to and by the <u>actuary</u>, especially if it is sensitive or confidential, will avoid misunderstanding.

Appropriateness of engagement

- .05 The following guidance is useful in judging if the engagement is an <u>appropriate engagement</u>:
 - An engagement is prima facie appropriate if there are practice-specific standards that apply to it, especially if it does not call for a deviation from <u>accepted</u> <u>actuarial practice</u>.
 - An engagement's appropriateness is not likely affected if the <u>actuary</u>'s client or employer selects particular assumptions as part of the terms of the engagement and the <u>report</u> describes the assumption and identifies the source, or chooses a value for certain assumptions from within a range selected by the <u>actuary</u>.
 - An engagement to <u>report</u> on alternative <u>scenarios</u> or "What if?" questions is appropriate, given appropriate disclosure.

- An engagement is less likely to be appropriate if it denies reasonable opportunity for an <u>external user</u> to question the <u>actuary</u> about his or her <u>report</u>.
- .06 An engagement may involve a duty of confidentiality that conflicts with a <u>recommendation</u> on disclosure in <u>reporting</u>. That engagement would be appropriate, however, and the duty of confidentiality would supersede (at least temporarily) the duty of disclosure, if
 - Confidentiality is necessary for the legitimate business objective of the client or employer;
 - The extent of the information to be kept confidential is reasonable;
 - The length of time for which it is to be kept confidential is reasonable; and
 - The duty of confidentiality permits reasonable exceptions; for example, if the <u>actuary</u> is permitted to disclose the information to, and to discuss the engagement with, an auditor or a regulator.
- .07 For example, the engagement may be appropriate if the <u>actuary</u> temporarily withholds knowledge of
 - A mistake that favours his or her client in the <u>report</u> of the <u>actuary</u> engaged by the other side in litigation;
 - The imminent closure of a participating employer's Canadian operations and the consequent job loss and winding-up of the plan in giving advice on its <u>funding</u>, but the <u>actuary</u> would consider the need for an early revaluation or wind-up valuation; or
 - An <u>insurer</u>'s imminent acquisition by new shareholders who will alter its business plan in <u>reporting</u> in the <u>insurer</u>'s financial statements, but the <u>actuary</u> would consider the implications of the new business plan in <u>reporting</u> to the <u>insurer</u>'s directors on <u>financial condition</u>.
- .08 That engagement would not be appropriate, however, if the information is to be kept confidential in order to conceal improper business conduct, or to withhold information from <u>users</u> of the <u>actuary</u>'s <u>work</u> who may reasonably expect the <u>actuary</u> to <u>report</u> it to them.
- .09 Any duty of confidentiality would give way to a duty of disclosure if disclosure is mandated by law, or if disclosure is required by a professional body to whom the <u>actuary</u> is subject.

.10 Whether an engagement is appropriate depends on the <u>actuary</u> as well as on the engagement. For example, an <u>actuary</u> would not accept an engagement to perform <u>work</u> that the <u>actuary</u> is not qualified to do or where the <u>actuary</u> has an undisclosed conflict of interest.

Subsequent information

- .11 While performing the engagement, the <u>actuary</u> may become aware of information that, if known beforehand, would have been an impediment to acceptance of the engagement. For example,
 - The <u>actuary</u>'s understanding of the engagement differs from that of the client or employer;
 - The data are not sufficient or not reliable and cannot be remedied; or
 - Promised resources are not forthcoming and a substitute for them is not practical.
- .12 Renegotiation that removes the impediment would usually be the preferred alternative. Discontinuance would be the only alternative if the new information reveals the engagement not to be appropriate and renegotiation to make it so is impractical, which would be the case, for example, if an <u>appointed actuary</u> is denied access to needed information.
- .13 Failing renegotiation or discontinuance, the <u>actuary</u> would deal with the impediment by <u>reporting</u> it and its implications. Description of the implications would include both qualitative and quantitative aspects and their effect on the <u>actuary</u>'s opinion.

1320 Financial interest of the actuary

.01 The financial interest of the <u>actuary</u> should not influence the result of the <u>actuary</u>'s <u>work</u>. [Effective February 1, 2018]

1330 Financial interest of the client or employer

- .01 The financial interest of the <u>actuary</u>'s client or employer should not influence the result of the <u>actuary</u>'s <u>work</u> except to the extent that the client or employer selects assumptions or methods for the <u>work</u>. [Effective February 1, 2018]
- .02 The <u>actuary</u>'s client or employer may have a financial interest in the result of the <u>actuary</u>'s <u>work</u>. For example, it may be in the client's or employer's interest to maximize or minimize the result. That is usually the case when the <u>actuary</u>'s client is one side of opposing interests; for example, the plaintiff or defendant in litigation, the purchaser or vendor in a sale, and the employer or union in labour negotiations.
- .03 In such a case, the <u>actuary</u>'s duty of professionalism supersedes the duty of service to the client or employer.

- .04 In giving advice to a participating employer regarding the <u>funding</u> of a benefit plan, the <u>actuary</u> may first calculate a range, at any point of which <u>funding</u> would be appropriate. That range is the crux of the <u>work</u>, so a participating employer's financial interest would not influence its calculation. It is, however, appropriate and usually desirable for the <u>actuary</u> to consult the participating employer in the selection of the recommended <u>funding</u> within the range. The participating employer's financial interest—for example, the participating employer's tolerance of fluctuation in the recommended rate of <u>funding</u> between one <u>funding</u> period and the next—would be taken into account in that consultation.
- .05 Note, however, that the <u>recommendation</u> does not preclude the <u>actuary</u>'s use of assumptions or methods selected by the client or employer in an <u>appropriate engagement</u>, but the <u>actuary</u> would <u>report</u> such use.
- .06 Note also that the purpose of the <u>work</u> will influence the <u>actuary</u>'s selection of assumptions and methods. The financial interest of the client or employer may shape the purpose of the <u>work</u> if the engagement is an <u>appropriate engagement</u> and the purpose is <u>reported</u>.

1340 General knowledge

- .01 The <u>actuary</u> should have adequate knowledge of the conditions in the practice area in which the <u>actuary</u> is <u>working</u>. [Effective February 1, 2018]
- .02 Where the <u>actuary</u>'s <u>work</u> in a practice area meets the definition of <u>actuarial evidence work</u>, the <u>actuary</u> should have adequate knowledge of the conditions in both the practice area in which the <u>actuary</u> is working and the actuarial evidence practice area. [Effective February 1, 2018]
- .03 The relevant conditions may include legislation, accounting, taxation, the financial markets, family law, and court practices. The relevant legislation depends on the engagement, and may include legislation governing securities, pensions, insurance, workers' compensation, and employment standards.

1350 Knowledge of the circumstances affecting the work

- .01 The <u>actuary</u> should take into account the circumstances affecting the <u>work</u> that the <u>actuary</u> is undertaking. [Effective February 1, 2018]
- .02 The circumstances affecting the <u>work</u> include the purpose of the <u>work</u>, the terms of the <u>appropriate engagement</u> under which the <u>work</u> is being performed, and the application of the law to the <u>work</u>.
- .03 The relevant knowledge for a corporate entity or benefit plan is that of the operations of the entity itself and may include that of the industry in which the entity operates. Usually, the entity is the <u>actuary</u>'s client or employer but may be a proposed acquisition or merger partner of the client or employer.

- .04 In the case of a benefit plan, the entity is the plan itself, but, depending on the engagement, knowledge of the business conditions of the participating employer(s) may also be relevant.
- .05 The relevant knowledge for calculation with respect to an individual is the demographics of the individual and the context of the calculation.
- .06 Additional conservatism in making a calculation is not a substitute for knowledge of the circumstances affecting the <u>work</u>.

1400 The Work

1410 Approximation

- .01 An approximation is appropriate if it reduces the cost of, reduces the time needed for, or improves the <u>actuary</u>'s control over, <u>work</u> without affecting the result. [Effective February 1, 2018]
- .02 If the <u>actuary reports</u> an appropriate approximation, the <u>report</u> should avoid unintended reservation. [Effective February 1, 2018]
- .03 If the appropriateness of an approximation is doubtful, the <u>actuary</u> should <u>report</u> its use with reservation. [Effective February 1, 2018]
- .04 Like materiality, to which it is related, approximation pervades virtually all <u>work</u> and affects the application of nearly all standards. The words "approximation" and "approximate" seldom appear in these standards, but are understood throughout them.
- .05 Approximation permits the <u>actuary</u> to strike a balance between the benefit of precision and the effort of arriving at it.

Approximation in selection of a model

- .06 Reality is complex. A simple model reduces not only the time and expense of <u>work</u> but also the risk of calculation and data error.
- .07 The appropriateness of a simplification depends on the circumstances affecting the <u>work</u> and the purpose of the <u>work</u>. For example, in selecting a model for advice on <u>funding</u> a pension plan, it may be appropriate to allow for indexing by modifying the assumption for a contingency of which the model takes account, such as the investment return assumption, to arrive at an appropriate composite assumption.

Approximation in the selection of assumptions

- .08 Simplification of an assumption may be an appropriate approximation. For example,
 - Deaths occur continuously over a year; for simplicity, assume that they all occur at the middle of the year;
 - Members of a pension plan with early retirement reductions that approximate full actuarial reductions retire at various rates between, say, ages 55 and 65; for simplicity, assume that they all retire at, say, age 62; and
 - If the members of a pension plan who die before retirement are entitled to a benefit that is roughly the same as the present value of the retirement benefit, for simplicity, assume that death rates before retirement are equal to zero.
- .09 To make no assumption about a contingency is usually tantamount to assuming a zero rate for that contingency, which is rarely appropriate in itself, but may be appropriate when combined with an adjustment to a related assumption. For example, in some circumstances, the calculation of the liabilities in a benefit plan using an explicit wage and price inflation assumption may be approximated by calculating the liabilities without an explicit wage and price inflation are inflation and using a lower liability discount rate assumption representative of the real rate of return.

Approximation by sampling

.10 A well-chosen sample avoids the extra work of an examination of the entire universe.

Approximations respecting data

.11 Data may be defective. For example, a benefit plan's records may lack the date of birth of certain members. In some cases there is an appropriate approximation, for example, sampling, or extrapolation from similar situations for which data are available.

Approximation vs. assumption

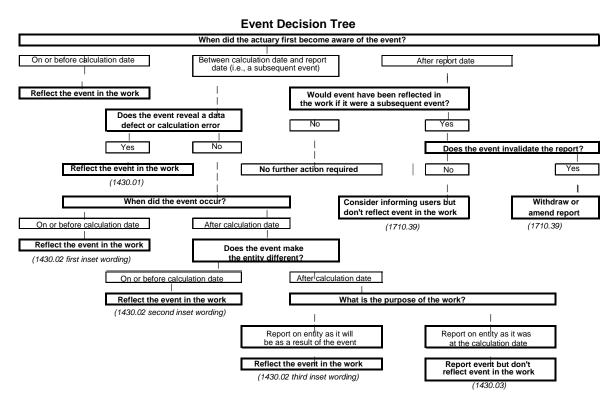
.12 A criterion of the appropriateness of an approximation is its effect on the result. If the <u>actuary</u> approximates but is unable to assess the resulting error, the approximation becomes, in effect, an assumption. For example, data are missing and it is not practical to get them. The <u>actuary</u> would consider whether their lack is so important that a <u>report</u> with reservation is necessary, but in any case is obliged to make an assumption about them in order to do the <u>work</u>.

Reporting approximations

- .13 To <u>report</u> appropriate approximations in a longer <u>report</u> may provide information useful to <u>users</u>, but such <u>reporting</u> would avoid unintended reservation, as the use of approximations is a usual part of <u>work</u>. The pervasiveness of approximations in <u>work</u> makes their complete <u>reporting</u> impractical.
- .14 If the <u>actuary reports</u> an implicit assumption used as an approximation, he or she would also <u>report</u> the corresponding explicit assumption or assumptions. Similarly, if an <u>actuary reports</u> approximations for two offsetting assumptions that result in the same net effect as the underlying explicit assumptions, the <u>actuary</u> would also <u>report</u> the explicit assumptions.
- .15 The <u>actuary</u> would not usually use an approximation whose appropriateness is doubtful. That may be unavoidable, however, if data are insufficient or unreliable or if needed resources are lacking. If the engagement is an <u>appropriate engagement</u>, the <u>actuary</u> would <u>report</u> with reservation the use of the approximation, so that a <u>user</u> is aware of a limitation to the <u>actuary</u>'s <u>work</u>.

1420 Event

.01 The following decision tree may assist an <u>actuary</u> in deciding how to reflect an event in the <u>work</u>, if the <u>actuary</u> determines that the event makes the entity different.



1430 Subsequent events

- .01 The <u>actuary</u> should correct any data defect or calculation error that is revealed by a <u>subsequent</u> event. [Effective February 1, 2018]
- .02 For work with respect to an entity, the <u>actuary</u> should take a <u>subsequent event</u> into account (other than in a pro forma calculation) if the <u>subsequent event</u>
 - Provides information about the entity as it was at the <u>calculation date</u>;
 - Retroactively makes the entity different at the calculation date; or
 - Makes the entity different after the <u>calculation date</u> and a purpose of the <u>work</u> is to <u>report</u> on the entity as it will be as a result of the event. [Effective February 1, 2018]
- .03 The <u>actuary</u> should not take the <u>subsequent event</u> into account if it makes the entity different after the <u>calculation date</u> and a purpose of the <u>work</u> is to <u>report</u> on the entity as it was at the <u>calculation date</u>. Nevertheless, the <u>actuary</u> should <u>report</u> that <u>subsequent event</u>. [Effective February 1, 2018]

Classification

- .04 A <u>subsequent event</u> is relevant to the <u>recommendation</u> if it reveals an error, provides information about the entity, or is a decision that makes the entity different.
- .05 The <u>actuary</u> would correct an error revealed by a <u>subsequent event</u>. The <u>actuary</u> would classify each <u>subsequent event</u> other than those that reveal errors and, depending on the classification, the <u>actuary</u> would either
 - Take that event into account; or
 - <u>Report</u> that event, but not take it into account.

Entity

- .06 Examples of entities are
 - The pension plan, in the case of an <u>actuary</u> doing a valuation of a pension plan;
 - The block of annuity business, in the case of an <u>actuary</u> calculating the <u>insurance</u> <u>contract liabilities</u> for an insurance company's annuity business;
 - A combination of the pension plan and the member's specific data, in the case of the determination of a member's individual entitlement under a pension plan; and
 - The insurance company, in the case of an <u>actuary</u> valuing the <u>insurance contract</u> <u>liabilities</u> of an insurance company.

Event provides information about entity as it was or retroactively makes entity different

- .07 Examples of <u>subsequent events</u> that provide information about an entity as it was at the <u>calculation date</u> are
 - Publication of an experience study that provides information for selection of assumptions;
 - Reporting to an <u>insurer</u> of a claim that was incurred on or before the <u>calculation</u> <u>date</u>; and
 - Adoption of a pension plan amendment prior to the <u>calculation date</u> of which the <u>actuary</u> becomes aware after the <u>calculation date</u>.
- .08 Examples of events that retroactively make the entity different at the <u>calculation date</u> are <u>definitive</u> or <u>virtually definitive</u> decisions, made after the <u>calculation date</u> but effective on or before the <u>calculation date</u>, to
 - Wind-up a pension plan, partially or fully;
 - Sell a portion of a participating employer's business and consequently to spin off the corresponding members from the participating employer's pension plan;
 - Amend the benefits of a pension plan;
 - Transfer a portion of an insurer's policies to another insurer; or
 - Invoke a judicial decision that nullifies or significantly modifies the law affecting insurance claims.

.09 If an event provides information about the entity as it was at the <u>calculation date</u> or provides information that retroactively makes the entity different at the <u>calculation date</u>, the effect of the <u>subsequent event</u> on the <u>work</u> is the same as if the <u>actuary</u> first became aware of the information on or before the <u>calculation date</u> and the <u>actuary</u> would not <u>report</u> the event as a <u>subsequent event</u>. That is, the <u>actuary</u> would <u>report</u> the event only to the extent that the event would have been <u>reported</u> had the <u>actuary</u> first become aware of the information before the <u>calculation date</u>.

Event makes entity different after

- .10 If the <u>subsequent event</u> makes the entity different after the <u>calculation date</u>, the purpose of the <u>work</u> determines whether or not the <u>actuary</u> takes the event into account.
- .11 If the <u>subsequent event</u> makes the entity different after the <u>calculation date</u> and the purpose of the <u>work</u> is to <u>report</u> on the entity as it will be as a result of the event, the <u>actuary</u> would take that event into account and would describe it in <u>reporting</u>.
- .12 If the <u>subsequent event</u> makes the entity different after the <u>calculation date</u> and the purpose of the <u>work</u> is to <u>report</u> on the entity as it was at that date, the <u>actuary</u> would not take that event into account but would <u>report</u> the event since it would affect the entity's future operations and the <u>actuary</u>'s subsequent calculations.

Classification not clear

- .13 The classification of a <u>subsequent event</u> may be unclear, at least a priori, although the circumstances affecting the <u>work</u> and the <u>actuary</u>'s engagement may make it clear. The following are examples of such events:
 - A precipitous fall in the stock market. For financial reporting, one can argue that the stock market crash provides additional information about the entity as it was at the <u>calculation date</u>, because the crash is an indicator of the outlook for common share investments at that date; alternatively, one can argue that the crash makes the entity different only after the <u>calculation date</u> since it creates a new situation. The new situation would be reflected in the financial statements for the subsequent financial reporting period.
 - A salary freeze for employees who are members of a pension plan. If the salary freeze is a correction of excessive salaries, it provides additional information about the entity as it was at the <u>calculation date</u>, because the freeze is an indicator of the outlook for salaries at the <u>calculation date</u>. If the salary freeze deals with a recent problem, it indicates a change in conditions that makes the entity different after the <u>calculation date</u>. In either case, the <u>actuary</u> would consider the effect of the freeze on the employees' pension benefits. It may be that the freeze will have a lasting effect. Alternatively, it may be that the freeze will be compensated for by higher salaries later on, so that the salary inflation assumption based on historical <u>trends</u> continues to be valid.
 - Default on a bond. If the default was the culmination of a gradual deterioration in its issuer's financial circumstances, most of which had occurred before the <u>calculation</u> <u>date</u> but that was not apparent until revealed by the default, the default provides additional information about the entity as it was at the <u>calculation date</u>. If the default was precipitated by a catastrophe, it provides information about a change in conditions that makes the entity different after the <u>calculation date</u>.
 - Insolvency of an <u>insurer</u>'s reinsurer. This is similar to default on a bond. If the insolvency was the culmination of a gradual deterioration in the reinsurer's financial circumstances, most of which had occurred before the <u>calculation date</u> but that was not apparent until revealed by the insolvency, the insolvency provides information about the entity as it was at the <u>calculation date</u>. If the insolvency was precipitated by a catastrophe, it provides information about a change in conditions that makes the entity different after the <u>calculation date</u>.

Reporting

.14 Sometimes, either because the <u>actuary</u> considers it appropriate or the terms of the <u>work</u> require it, the <u>actuary</u> may <u>report</u> as an alternative the opposite calculation; i.e., one that does not take the <u>subsequent event</u> into account when the main calculation does, or that takes the <u>subsequent event</u> into account when the main calculation does not. For example, in a province for which the <u>calculation date</u> for a pension valuation following marriage breakdown is the date of separation, a <u>subsequent event</u> may be the early retirement of the plan member at some time between the <u>calculation date</u> and the <u>report date</u>. The <u>actuary</u> would consider <u>reporting</u> values assuming that this <u>subsequent event</u> had been an established intention at the <u>calculation date</u>, instead of or in addition to retirement <u>scenarios</u> otherwise <u>recommended</u> in the practice-specific standards. In such cases, the <u>actuary</u> would make the same calculations regardless of the purpose of the <u>work</u> but the <u>reporting</u> thereof would depend on the purpose of the <u>work</u>.

1440 Data

- .01 The <u>actuary</u> should apply such procedures as are necessary for the <u>actuary</u> to arrive at a conclusion as to the sufficiency and reliability of the data. [Effective February 1, 2018]
- .02 Data relevant to the <u>work</u> may include experience data, membership or <u>policyholder</u> data, census data, claims data, asset and investment data, economic data, operational data, benefit definitions, and policy or contract terms and conditions and other data relevant to the <u>work</u>.
- .03 Sources of data may include data obtained from inventory or sampling methods. Data may be obtained directly by the <u>actuary</u> or may be provided to the <u>actuary</u> by the client, by an accountant or auditor, by a government or statistical body, from a financial statement, or by others. Data may be specific to the client. Where data specific to the client are not available or not relevant, the <u>actuary</u> would consider using industry data, population data, or other published data with suitable adjustments where relevant and appropriate.

Sufficiency and reliability

- .04 Data are sufficient if they include the needed information for the <u>work</u>. For example, participants' dates of birth are needed to value the liabilities of a pension plan.
- .05 Data are reliable if they are sufficiently complete, consistent, and accurate for the purposes of the <u>work</u>.

- .06 The <u>actuary</u> would test the sufficiency and reliability of (i.e., validate) the data as may be appropriate for the <u>work</u> but is not normally required to perform a detailed audit and is not responsible for discovering falsified or misleading data. If the terms of an <u>appropriate</u> <u>engagement</u> prevent the <u>actuary</u> from performing a validation of the data, the <u>actuary</u> would so <u>report</u>, and <u>report</u> any apparent or evident shortcomings in the data.
- .07 Validation of the data may include reconciliation against financial statements and books of account or other external data, examination of internal and external consistency, comparison with prior periods, availability of independent confirmation from other sources, or detailed confirmation using sampling techniques.
- .08 If sufficient and reliable data cannot be obtained or the <u>actuary</u> is unable to ascertain the sufficiency or reliability of the data the <u>actuary</u> would, after first attempting to rectify the data, consider whether to <u>report</u> with reservation in respect of the data or to decline to perform the <u>work</u>.
- .09 Data may be rectified by obtaining corrected, more complete, alternative, additional, or supplementary data; by making assumptions with respect to incomplete data; or by making adjustments to the data.
- .10 If assumptions or adjustments applied to data by the <u>actuary</u> may cause material uncertainty or bias in the results of the <u>work</u>, the <u>actuary</u> would so <u>report</u> and would <u>report</u> any limitations on the use of the <u>work</u> product where appropriate.

Reliance on others

.11 The <u>actuary</u> usually uses data prepared by another party such as the client, an independent administrator, an auditor, a government body, or an external association. When placing reliance on such data, the <u>actuary</u> would consider the qualifications, competence, integrity, and objectivity of the party providing the data.

1450 Models

- .01 When the work involves the use of a model, the actuary should
 - choose a <u>model</u> appropriate to the purpose and requirements of the <u>work</u>; and
 - understand any limitations in the <u>model</u> that might make the results of the <u>model</u> inappropriate for the intended purpose or might produce a misleading result. [Effective January 1, 2018]
- .02 Like approximation, <u>models</u> pervade virtually all <u>work</u> and affect the application of most standards. The word "<u>model</u>" seldom appears in the standards, but is understood throughout them.

Amount of effort required

- .03 The amount of effort in validation, documentation and risk mitigation would depend primarily on the influence that the <u>model</u> has on the decisions that it supports, and to a lesser extent on the complexity of the calculations and how they are performed. The <u>actuary</u> would determine how much effort is required for a particular <u>model</u> taking into account the use of the <u>work</u> and the benefit that <u>users</u> would be expected to obtain from enhanced diligence.
 - Some <u>models</u> are so simple or otherwise have such low <u>model risk</u> that the <u>actuary</u> is able to exercise appropriate diligence without formal documentation or reporting. Examples of such <u>models</u> are
 - <u>models</u> that are so simple that they could be performed effectively manually; and
 - <u>models</u> that are used solely to validate other <u>models</u> that are used in the <u>actuary</u>'s <u>work</u>.
 - Some models are used repeatedly from the same model specification and the same model implementation but with different input data and/or assumptions. In that case, the diligence for choosing a model and for validating the model specification and model implementation is normally done only once. Documentation for each model run would normally be limited to noting the inputs and the version of the model used; and
 - Some <u>models</u> would require extra diligence because of greater financial significance, increased complexity, or greater uncertainty about the fit of the <u>model</u> to the more complex system it represents.

Appropriate Model

- .04 A model is appropriate and is used appropriately if
 - the <u>model</u> enables the <u>actuary</u> to better understand a complex reality, at a reasonable cost, while maintaining the aspects of that reality that are important to the <u>work</u>;
 - the model specification indicates that the intended purpose can be achieved by the model;
 - the model implementation has been verified as an accurate representation of the model specification;
 - each <u>model run</u> uses input data and assumptions consistent with the <u>model</u> specification; and
 - each model run is interpreted as set out in the model specification.

A standard actuarial method used within a <u>model</u> in its proper context would be considered appropriate without further justification; for example, <u>actuarial present</u> <u>value method</u> for a pension valuation and the chain ladder method and Bornhuetter-Ferguson method for unpaid <u>claims liabilities</u>.

1460 Control

- .01 Control procedures that detect errors and decrease the effect of errors should be performed for calculations. [Effective February 1, 2018]
- .02 To mitigate <u>model risk</u>, the <u>actuary</u> should perform model validation and employ other strategies appropriate for the financial significance of the results and the complexity of the <u>model</u>. [Effective January 1, 2018]
- .03 A calculation that is data-intensive, that is complex, that involves physically separate steps like manual and data processing steps or parallel data processing steps, or especially, a combination of them, is prone to error that appropriate control procedures may prevent or, failing prevention, detect. Appropriate control procedures also help to meet the need for consistency between the <u>actuary</u>'s <u>work</u> and other related work; for example, a uniform cut-off date in the preparation of financial statements.
- .04 Examples of control procedures are procedures to ensure that
 - All steps in the calculation are coordinated;
 - All steps in the calculation have been performed and checked;
 - The <u>actuary</u>'s data processing does not corrupt the data supplied to the <u>actuary</u>;
 - Established procedures (for example, those for a prior period) are not changed inadvertently; and
 - Changes in established procedures are made in an orderly manner.
- .05 Examples of control tools are
 - Random sampling;
 - Spot checks; and
 - Audit trails.

- .06 The <u>actuary</u> would test that the <u>model implementation</u> uses the data and assumptions as intended by the <u>model specification</u>. The <u>actuary</u> would also verify that the methods used by the <u>model implementation</u> function as intended by the <u>model specification</u>. The reasonableness of the <u>model run</u> may be tested by using alternative <u>models</u>. Various components of a complex <u>model</u> may be compared to results obtained by separate <u>models</u>.
- .07 The <u>actuary</u> would validate that the <u>model specification</u> is suitable for its intended purpose. For example, a stochastic <u>model</u> may be more suitable than a deterministic <u>model</u> for the valuation of minimum guarantees in some life insurance policies.
- .08 Strategies to mitigate <u>model risk</u> are also pertinent to <u>models</u> developed by third parties and those for which the <u>actuary</u> has limited access to intermediate results, but the range of strategies may be more limited than with other <u>models</u>.
- .09 In assessing a <u>model's</u> suitability, the <u>actuary</u> would understand the <u>model</u>'s basic operations, important relationships, major sensitivities, limitations, strengths, and potential weaknesses.
- .10 When a <u>model</u> is to be used for stress tests or is stochastic, the <u>actuary</u> would give appropriate consideration to the statistical distributions used and the magnitude and behaviour of tail events in light of the nature of the <u>work</u>.

1470 Reasonableness of result

- .01 The <u>actuary</u> should examine the reasonableness of a calculation's result. [Effective February 1, 2018]
- .02 As a result of defective data, defective computer software, an accumulation of individually biased assumptions, or the like, a calculation, especially a complex one like a valuation or financial forecast, may be prone to error that checking of the calculation's steps does not reveal but that an examination of its result may reveal. Such an examination is therefore useful and prudent.
- .03 The examination would consider simple questions like the following.
 - How does the result compare to the corresponding result for a prior period or a similar case, or to a related but independently calculated amount? Comparison of a benchmark may be more meaningful than comparison of the result.
 Examples of a benchmark are the forecasted number of retirees divided by the forecasted number of active employees, the loss ratio implied by <u>claim liabilities</u>, and the change during the year of the result.
 - How does the result compare to the corresponding result of a rough approximation?
 - Does the result make common sense?
- .04 The answers to such questions may indicate a need for more work.

1480 Documentation

- .01 The <u>actuary</u> should use his or her best efforts to compile and secure the retention of appropriate documentation. [Effective February 1, 2018]
- .02 Documentation consists of letters of engagement, working papers, meeting notes, memoranda, correspondence, reports, copies or excerpts of company or plan data and documents, and work plans. Appropriate documentation describes the course of the <u>work</u> and its conformity with <u>accepted actuarial practice</u>.
- .03 Both professional and legal needs may affect the length of time during which documentation is to be retained.
- .04 The actuary's documentation for a model, if required, would typically include
 - the intended purpose of the model;
 - the appropriateness of the model specification for the intended purpose;
 - the limitations of the model specification relevant to the model's intended purpose;
 - the testing of the model implementation; and
 - the presence of appropriate mitigating strategies for model risk.
- .05 <u>Model</u> documentation would typically be sufficiently detailed to enable another <u>actuary</u> knowledgeable in the matters at hand to form an assessment of the judgments made and of the reasonableness of the <u>model run</u>.
- .06 When a <u>model</u> is based in whole or in part on a <u>model</u> developed by a third party, the <u>actuary</u> would document how the <u>actuary</u> assessed the <u>model</u> as being appropriate for the purpose.

1500 Another Person's Work

1510 Actuary's use of another person's work

- .01 The <u>actuary</u> may use and take responsibility for another person's work if such actions are justified. If the <u>actuary</u> uses but does not take responsibility for another person's work, the <u>actuary</u> should so <u>report</u>. [Effective February 1, 2018]
- .02 Where the <u>work</u> involves the use of data provided by another person, subsection 1440 Data applies.
- .03 Use of the work of other persons is a usual, indeed often inevitable, part of <u>work</u>. The <u>actuary</u> uses and takes responsibility for the work of colleagues and assistants; that use is usually straightforward because the <u>actuary</u> is able to assess the appropriateness of their work.
- .04 If the <u>actuary</u> uses the work of a person other than colleagues and assistants, the <u>actuary</u> may or may not take responsibility for that person's work. Taking responsibility may require more work of the <u>actuary</u> and may expose the <u>actuary</u> to risk of legal liability, but may give the <u>user</u> greater confidence that the other person's work is appropriate.
- .05 The <u>actuary</u> would not take such responsibility if doing so would lead a reasonable person to believe that the <u>actuary</u> possessed and purported to exercise the skill and learning of a duly qualified professional in that other person's profession.
- .06 If the <u>actuary</u> does not take such responsibility, the <u>actuary reports</u> with reservation and the <u>user</u> would seek alternative assurance that the other person's work is appropriate, which may or may not be practical.

Use and take responsibility

- .07 The <u>actuary</u> may use and take responsibility for another person's work, given confidence that such actions are justified as a result of considerations such as the following:
 - Early and periodic communication with the other person;
 - Confidence in the other person's qualifications, competence, integrity, and objectivity;
 - The other person's awareness of how the <u>actuary</u> intends to use the other person's work;

- Communication to the other person of any information known to the <u>actuary</u> that may affect the other person's work, and vice versa; and
- Study of any report by the other person and discussion of it with the other person, especially of any reservation in the report.
- .08 The Canadian Institute of Actuaries encourages its members to use the work of an auditor in accordance with the Joint Policy Statement included in subsection 1520 of these standards of practice. The Joint Policy Statement also provides useful guidance if the <u>actuary</u> uses the work of a person other than an auditor.
- .09 Although an <u>actuary</u> may take responsibility for the <u>work</u> of another <u>actuary</u> in accordance with this section, the <u>actuary</u> who performed the <u>work</u> also continues to be responsible for that <u>work</u>.
- .10 In the case of use of another <u>actuary</u>'s <u>work</u>, it may also be useful to
 - Identify the differences between <u>accepted actuarial practice</u> in Canada and the practice that the other <u>actuary</u> followed if the other <u>actuary</u> worked outside of Canada; and
 - Review the other <u>actuary</u>'s working papers.
- .11 The <u>actuary</u> need not <u>report</u> use of another person's work if the <u>actuary</u> takes responsibility for that work. To do so may imply a reservation.

Use but not take responsibility

.12 If the <u>actuary</u> uses but does not take responsibility for another person's work, the <u>actuary</u> would nevertheless examine the other person's work for evident shortcomings and would either <u>report</u> the results of such examination or avoid use of the work. For clarity, even though the other person may use a <u>model</u> in his or her work, the <u>actuary</u> is not considered to have used that <u>model</u>.

1520 Auditor's use of an actuary's work

.01 The <u>actuary</u> should cooperate with an auditor who wishes to use the <u>actuary</u>'s <u>work</u> in accordance with the following Joint Policy Statement. [Effective February 1, 2018]

Joint Policy Statement

concerning communications between auditors and actuaries

involved in the preparation of financial statements

This Joint Policy Statement, effective October 1, 2007, has been approved by the Actuarial Standards Board (Canada) and by the Auditing and Assurance Standards Board (Canada).

Purpose and application

- 1 The purpose of the Joint Policy Statement is to discuss:
 - a) communications between actuaries involved in the preparation of financial statements, and auditors, regarding their respective responsibilities;
 - how those actuaries and auditors would interact in carrying out their respective responsibilities; and
 - c) how their respective responsibilities may be disclosed to readers of financial statements.
- 2 This Statement applies when an auditor is engaged to carry out an audit of financial statements in accordance with generally accepted auditing standards where the financial statements prepared by management include amounts determined by or with the assistance of an actuary. This Statement also applies when an actuary considers the work of an auditor in connection with conducting the actuarial valuation to determine amounts to be included in the financial statements prepared by management. This statement does not apply to communications with an auditor's actuary or an external review actuary.
- 3 The financial statements of a pension plan or post-employment benefits plan and of the sponsor of such plans, and the financial statements of an insurance enterprise, are the best examples of when this Statement applies.

Definitions

- 4 For the purposes of this Statement:
 - a) "actuary involved in the preparation of financial statements" means an actuary, either an employee of the company or an independent consultant, who determines and reports on amounts to be included in the financial statements prepared by management.
 - b) "applicable professional standards" means:
 - when the responding professional is an actuary, the Standards of Practice and the Rules of Professional Conduct of the Canadian Institute of Actuaries; and
 - ii) when the responding professional is the auditor, the Canadian Auditing Standards in the CICA Handbook-Assurance and the relevant independence and other ethical requirements set out in the rules of professional conduct/code of ethics applicable to the practice of public accounting issued by various professional accounting bodies.
 - c) "auditor" means an auditor who has been appointed to perform an audit and report on financial statements or to perform specified procedures on data;
 - d) "auditor's actuary" means an appropriately qualified actuary who assists the auditor in assessing risk and performing further audit procedures to respond to assessed risk;
 - e) "data" includes particulars of:
 - i) invested assets of a pension plan or post-employment benefits plan or an insurance enterprise,
 - ii) membership of a pension plan or post-employment benefits plan,
 - iii) policies of and claims against an insurance enterprise, and
 - iv) reinsurance of an insurance enterprise;
 - f) "enquiring professional" means the actuary or the auditor, as the case may be, who is considering the work of the other;
 - g) "external review actuary" means an actuary who reviews the work of another actuary at the request of a regulator and provides an opinion to the regulator as to whether the work meets applicable professional standards and accepted actuarial practice;

- h) "insurance enterprise" includes the following enterprises, including companies, branches, fraternal benefit societies and other forms of organizations:
 - i) life insurance enterprises;
 - ii) property and casualty insurance enterprises;
 - iii) reinsurance enterprises; and
 - iv) workers' compensation enterprises.
- i) "management" refers to any person(s) having authority and responsibility for planning, directing and controlling the activities of an enterprise;
- j) "responding professional" means the actuary or the auditor, as the case may be, whose work is being considered by the other.

Responsibilities with respect to financial statements

- 5 The financial statements are the responsibility of management. The representations contained in the financial statements may include amounts determined by an actuary. In determining those amounts, the actuary is responsible for assessing the sufficiency and reliability of the data used in the valuation. The actuary may consider the work of an auditor with respect to data integrity and controls. In such cases, the actuary involved in the preparation of the financial statements acts as the enquiring professional and the auditor acts as the responding professional.
- 6 The auditor, on the other hand, has a responsibility to express an opinion on the fairness with which the financial statements present the financial position, results of operations and cash flows in accordance with the applicable financial reporting framework, which will normally be generally accepted accounting principles. When the financial statements include amounts determined by an actuary, the auditor considers the work of the actuary as part of the audit evidence supporting the actuarial valuation. In such cases, the auditor acts as the enquiring professional and the actuary involved in the preparation of the financial statements acts as the responding professional.

Considering the responding professional's work

- 7 The enquiring professional may consider the work of the responding professional provided that the enquiring professional takes reasonable care to determine that there is a basis for such consideration. This is done by communicating with the responding professional to establish an understanding of the work to be carried out by each and by considering:
 - a) the responding professional's appointment to do the work;
 - b) whether the responding professional has followed the standards of his or her profession in carrying out the work; and
 - c) the appropriateness of the responding professional's findings and opinion.

Communication between the two professionals

- 8 Communication would be established between the auditor and the actuary involved in the preparation of the financial statements when planning their respective engagements, and further communication would take place as necessary throughout the engagement.
- 9 On a timely basis, each professional seeks from management the right to:
 - a) communicate with the other professional; and
 - b) when necessary disclose any relevant information to the other professional.
- 10 The enquiring professional would:
 - a) inform the responding professional of the intended consideration of his or her work in accordance with this Statement;
 - request confirmation from the responding professional that he or she has been engaged by the shareholders, policyholders, directors, or management to do the work that the enquiring professional intends to consider;
 - c) request confirmation from the responding professional that he or she is a professional in good standing;
 - d) request confirmation from the responding professional that he or she will carry out the work required in accordance with the applicable professional standards; and
 - e) make the responding professional aware of the enquiring professional's needs. This would include a discussion of:
 - the application of the concept of materiality to determine that the responding professional will be using a materiality level that is appropriate in relation to the enquiring professional's materiality level in accordance with applicable professional standards;
 - subsequent events, to determine that the responding professional understands how they are to be treated and that he or she will consider the effect of matters that come to his or her attention up to the date of his or her report;
 - iii) the timing of the work to be carried out by the responding professional and the date of his or her report; and
 - iv) any questions relating to the responding professional's work.

- 11 The responding professional would provide a written response to the enquiring professional that would:
 - a) confirm the expectation that he or she is available to perform the work that the enquiring professional intends to consider;
 - b) confirm that he or she has been engaged by the shareholders, policyholders, directors, or management to do the work that the enquiring professional intends to consider;
 - c) confirm that he or she is a professional in good standing;
 - confirm that he or she is qualified to perform the work that the enquiring professional intends to consider (including having the certifications or designations, if any, required for particular areas of practice);
 - e) confirm that this work will be carried out in accordance with the applicable professional standards;
 - f) confirm awareness of the enquiring professional's intended consideration of his or her work; and
 - g) discuss any problems expected in meeting the needs of the enquiring professional on a timely basis.

The responding professional's qualifications, competence, and integrity

- 12 In the case of an auditor, prima facie evidence of professional qualification is membership in good standing in a professional accounting body. In the case of an actuary, prima facie evidence of professional qualification is fellowship in good standing in the Canadian Institute of Actuaries.
- 13 When the responding professional is not well known to the enquiring professional, the enquiring professional may obtain assurance as to the responding professional's reputation for competence and integrity by consulting with others who are familiar with the responding professional's work.

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The responding professional's findings

- 14 The responding professional's written response to the enquiring professional after completion of the work would:
 - a) identify the purpose of the work;
 - b) identify the financial statements or data to which it relates;
 - c) identify the responding professional's relationship to the entity to which the financial statements or data pertain;
 - d) confirm awareness that the enquiring professional intends to consider the work in accordance with this Statement; and
 - e) when appropriate, include a copy of the report provided to the party who employed or engaged the responding professional that sets out the findings and, when applicable, opinions of the responding professional, including a representation that the work was performed in accordance with the applicable professional standards.
- 15 When the enquiring professional has a question about an aspect of the responding professional's work, the question would be raised with the responding professional who would provide a reasonable explanation about that aspect of his or her work. This does not, however, limit the right of the enquiring professional to any information or explanation that may be required in the performance of his or her duties in accordance with the applicable professional standards.

Disclosure of respective responsibilities to the readers of financial statements

16 When required by law or regulation, a description of the respective responsibilities of the auditor and of the actuary involved in the preparation of the financial statements would accompany the financial statements.

1530 Review or repeat of another actuary's work

- .01 In this subsection 1530,
 - "first actuary" means an actuary whose work is reviewed or repeated,
 - "review engagement" means an engagement to review the first <u>actuary</u>'s work,
 - "reviewer" means the <u>actuary</u> engaged to review or repeat the first actuary's work, and
 - "repeat engagement" means an engagement to repeat all or part of the first <u>actuary's work</u>.
- .02 The standards in this subsection 1530 apply to a review engagement that is at the instigation of a <u>user</u>. They do not apply to quality control in the first <u>actuary</u>'s firm or employer (sometimes referred to as "internal peer review" or "internal audit"), even if the reviewer is external to the first <u>actuary</u>'s firm or employer. The standards for a review engagement also apply, mutatis mutandis, to a repeat engagement.
- .03 If the terms of the first <u>actuary</u>'s engagement so permit, then the first <u>actuary</u> should cooperate with the reviewer. [Effective February 1, 2018]
- .04 If the terms of the review engagement so permit, then the reviewer should, as soon as practical, discuss the review with the first <u>actuary</u> (unless the reviewer's agreement with the first <u>actuary</u>'s <u>work</u> makes such discussion superfluous), and should attempt to resolve any difference between them. The reviewer should <u>report</u> the result of such discussion. [Effective February 1, 2018]
- .05 If the reviewer <u>reports</u> disagreement with the first <u>actuary</u>'s <u>work</u> but that <u>work</u> is within the range of <u>accepted actuarial practice</u>, then the reviewer should so <u>report</u>. [Effective February 1, 2018]
- .06 If a limitation in time, information, data, or resources constrained the quality of the first <u>actuary</u>'s <u>work</u>, then the reviewer should so <u>report</u>. [Effective February 1, 2018]
- .07 If discussion between the two <u>actuaries</u> results in improvement to the first <u>actuary</u>'s <u>work</u> or, in the case of <u>periodic reporting</u>, to the <u>work</u> expected for the subsequent <u>report</u>, then the reviewer should so <u>report</u>. [[Effective February 1, 2018]
- .08 If the first <u>actuary</u>'s <u>work</u> is not within the range of <u>accepted actuarial practice</u>, then the reviewer should so <u>report</u>. [Effective February 1, 2018]

.09 A repeat engagement is an <u>appropriate engagement</u> if its purpose is to identify or reduce uncertainty in the matter on which the first <u>actuary reported</u>. [Effective February 1, 2018]

Selection of reviewer

- .10 The reviewer may be engaged by a <u>user</u> of the first <u>actuary</u>'s <u>work</u> or by the first <u>actuary</u>. The latter may not be appropriate if the interests of that <u>user</u> and the first <u>actuary</u>'s client or employer are opposed, but otherwise has the merit of
 - facilitating compliance with this subsection 1530;
 - helping to assure selection of a qualified reviewer; and
 - avoiding unnecessary duplication by the reviewer of the first <u>actuary</u>'s <u>work</u>.
- .11 In selecting a reviewer or agreeing the terms of the engagement, then the first <u>actuary</u> would have regard to the <u>user's</u> objective for the review and would consult with the <u>user</u> as appropriate.
- .12 If an <u>actuary</u> is qualified to perform the <u>work</u> of the first <u>actuary</u>, then that is prima facie evidence that the <u>actuary</u> is qualified to be the reviewer.
- .13 The perceived objectivity of the reviewer is enhanced if the reviewer is independent of the first <u>actuary</u>.

Terms of the engagement

- .14 The review may take place prior to the release of the first <u>actuary</u>'s <u>report</u> ("pre-release review") or after such release ("post-release review"). A pre-release review provides the opportunity for the reviewer to suggest improvement to the <u>work</u>. A post-release review allows such improvement to be implemented only in future <u>work</u> and in some cases might require a withdrawal of the <u>report</u> and revision to the <u>work</u>. A post-release review would therefore be avoided unless the circumstances of the case require it.
- .15 It is desirable that the terms of the engagement permit timely open discussion between the two <u>actuaries</u>. Such discussion
 - facilitates the review,
 - lessens the possibility of reviewer misunderstanding or of unwarranted damage to the first <u>actuary</u>'s reputation,
 - reveals possible improvement to the first <u>actuary</u>'s <u>work</u>, even if the <u>work</u> is in accordance with <u>accepted actuarial practice</u>, and
 - contributes to the professional development of both <u>actuaries</u>.

Difference between the two actuaries

- .16 It is possible for two <u>actuaries</u> properly to arrive at different results. Avoidance of a dispute about a difference which is not material, or explanation of a difference which is material, serves <u>users</u> and helps to preserve the reputation of the profession.
- .17 If the reviewer has access to different data, information, or resources, or has different time constraints, then the reviewer would so <u>report</u>.
- .18 Insufficiency or unreliability in the data creates uncertainty for both <u>actuaries</u> and increases the likelihood of reviewer disagreement with the first <u>actuary</u>'s <u>work</u>. If better data are likely to narrow the range of the disagreement, then the reviewer would so <u>report</u>.
- .19 Discussion between the two <u>actuaries</u> is educational to both and may reveal possible improvements to the first <u>actuary's work</u>. The reviewer's <u>report</u> of those improvements assists the <u>user</u> to assess the utility of the review engagement. It may not be possible to identify those improvements that result from early discussion on matters which the first <u>actuary</u> had not yet decided.
- .20 Review by a third <u>actuary</u> of the reviewer's tentative disagreement with the first <u>actuary</u>'s <u>work</u> may help to put the difference between them in perspective.

Review engagement which precludes discussion between the two actuaries

- .21 The reviewer would consider the appropriateness of a review engagement that precludes discussion with the first <u>actuary</u>, especially if the first <u>actuary</u> will not be apprised that the review is to take place. The engagement may be an <u>appropriate engagement</u>, for example, where
 - the interests of the first <u>actuary</u>'s client or employer and the reviewer's client or employer are opposed, especially so in the case of actuarial evidence <u>work</u> involving litigation or mediation.
 - the reviewer's client or employer is the police or regulatory authorities who are investigating the first <u>actuary</u>'s conduct or the conduct of the first <u>actuary</u>'s client or employer.
 - the review is merely preliminary to a further review in which timely open discussion between the two <u>actuaries</u> will be possible.
 - discretion by the <u>users</u> of the reviewer's <u>report</u> is assured.

- .22 For example, in the case of actuarial evidence <u>work</u> involving litigation or mediation, the reviewer may be asked to <u>report</u>, without discussion with the first <u>actuary</u>,
 - results based on assumptions which differ from those in the first <u>actuary</u>'s <u>report</u>, or
 - alternatives to the first <u>actuary</u>'s <u>reported</u> results that are within the range of <u>accepted actuarial practice</u>.
- .23 An engagement that limits or delays discussion between the two <u>actuaries</u> may be an <u>appropriate engagement</u> if the reviewer's client or employer wants to ensure that the two <u>reports</u> are independent of each other.

Repeat engagement

.24 In order to identify or reduce uncertainty, the first <u>actuary</u>'s client or employer may ask a second <u>actuary</u> to repeat the first <u>actuary</u>'s <u>work</u>. A repeat engagement usually requires more time and expense than a review engagement. The second <u>actuary</u> may or may not have knowledge of, or access to, the first <u>actuary</u>'s <u>work</u>. If the second <u>actuary</u> knows or suspects that the engagement is a repeat engagement, then he or she would take into account the possibility that the client or employer is "opinion shopping" when determining if it is an <u>appropriate engagement</u>.

1600 Assumptions and Methods

1610 Methods

- .01 The <u>actuary</u> should select a method that takes account of the circumstances affecting the <u>work</u>. [Effective February 1, 2018]
- .02 The basis for calculating actuarial estimates is comprised of a method and one or more assumptions. Methods represent the underlying manner in which actuarial calculations are undertaken. Methods differ from one area of actuarial practice to another and have differed over time.
- .03 In selecting an appropriate method, the <u>actuary</u> would consider whether any method is mandated by law, by practice-specific standards or by the terms of the engagement.

1620 Assumptions

- .01 The <u>actuary</u> should identify and select each assumption that is needed for the <u>work</u>, except for those that are <u>prescribed</u>, that are mandated by law or that are stipulated by the terms of the engagement. [Effective February 1, 2018]
- .02 The <u>actuary</u> should select an appropriate model or data assumption for a matter as the <u>best</u> <u>estimate</u> assumption relating to that matter, modified, if appropriate, to make <u>provision for</u> <u>adverse deviations</u>. In selecting an assumption, the <u>actuary</u> should take account of the circumstances affecting the <u>work</u>, past experience data, the relationship of past to expected future experience, <u>anti-selection</u>, and the relationship among matters. [Effective February 1, 2018]
- .03 The appropriate assumption for a matter, other than a model or data assumption, should be continuation of the status quo, unless there is none or unless there is a reasonable expectation that it will change, and the <u>actuary</u> so <u>reports</u>. [Effective February 1, 2018]
- .04 Throughout the standards, the word "calculation" appears, but not as a defined term. It can imply a mathematical operation as simple as adding two numbers or as complex as a <u>scenario</u> of dynamic capital adequacy testing. "Calculation" does not necessarily imply that a <u>model</u> is used. The word "calculation", when used in the context of a <u>model</u>, emphasizes the result of a <u>model run</u> and to a lesser extent <u>model specification</u> and <u>model implementation</u>.
- .05 It may be useful, under the terms of the engagement, to <u>report</u> the result of two assumptions without opining on their relative appropriateness and to recommend that each <u>user</u> select that which meets his or her needs.

Model assumptions

- .06 The model assumptions are quantitative assumptions in a model about
 - Contingent events;
 - Investment return and other economic matters, such as price and wage indices; and
 - Numerical parameters of the environment, such as the income tax rate.
- .07 There is a model assumption for each of the matters that the <u>actuary</u>'s model takes into account. Those matters would be sufficiently comprehensive for the model reasonably to represent reality.
- .08 A <u>model</u>, whether simple or complex, requires model assumptions. The model depends on the purpose of the <u>work</u> and the sensitivity of the <u>model run</u> to the various matters about which assumptions could be made. The <u>actuary</u> would strike a balance between the complexity needed for reasonable representation of reality and the simplicity needed for a practical calculation. If the <u>model specification</u> does not take into account a matter, the result is an implicit assumption about that matter, usually an assumption of zero probability or of zero rate. The <u>actuary</u> may compensate for an inappropriate implicit assumption regarding a matter that the <u>model specification</u> does not take into account by altering the explicit assumption regarding a matter that the model does take into account.
- .09 For <u>models</u> with interrelated model assumptions, the <u>actuary</u> would consider the interaction between assumptions.

Data assumptions

- .10 Data assumptions are the assumptions, if any, needed to relieve insufficiency or unreliability in the data.
- .11 The available data may be not sufficient or not reliable. For example, files of pension plan members may lack the date of birth of the members' spouses. Based on sampling, or on comparison with comparable data, it may be appropriate to assume a relationship between spouse and member ages; for example, that a male spouse's date of birth is three years before the member's, and that a female spouse's date of birth is three years after the member's.

Assumptions other than model and data assumptions

.12 The assumptions other than model and data assumptions are the assumptions about the legal, economic, demographic, and social environment upon which the model and data assumptions depend.

- .13 Such other assumptions are usually qualitative, dealing with the environment; for example,
 - Legislation, like the Income Tax Act (Canada);
 - Student education;
 - The medical care system;
 - Government social security systems; and
 - International treaties.
- .14 Those assumptions are needed to the extent that the model assumptions and, in some cases, the data assumptions depend upon them. Such assumptions are numerous and it is not practical to identify all of them.
- .15 Continuation of the status quo is usually the appropriate assumption for other than model and data assumptions; for example, an assumption that the fund of a registered pension plan continues not to be taxed or that the capital markets remain more or less as they are. <u>Users</u> may infer that assumption except where the <u>actuary reports</u> otherwise. The <u>actuary</u> would <u>report</u> an assumption
 - That is different from continuation of the status quo; and
 - Regarding a matter for which there is no status quo, for example, a student's assumed occupation after completion of education.

Acceptable range

.16 There is a reasonable range of assumptions that may be selected by an <u>actuary</u> for particular <u>work</u> and that might produce materially different results. Sometimes, it is desirable that <u>actuaries</u> produce results within a relatively narrow range, in which case the practice-specific standards may <u>prescribe</u> certain methods and/or assumptions to achieve that purpose.

Circumstances affecting the work

- .17 Knowledge of the circumstances affecting the work may require consultation with the persons responsible for the functions that affect experience. For example, if the calculation is to value the assets or liabilities of a benefits plan, the actuary would consult the persons responsible for investments, administration, and plan provisions. If the calculation is to value the policy liabilities of an insurer, the actuary would consult the officers responsible for investments, underwriting, claims, marketing, product design, policy dividends, and policy servicing.
- .18 An assumption about a matter would take account of the circumstances affecting the <u>work</u> if those circumstances affect that matter. The circumstances affecting the <u>work</u> are relevant for experience in most matters other than economic matters.

Past experience data

- .19 The available and pertinent past experience data are helpful in the selection of assumptions.
- .20 Other things being the same, pertinent past experience data are data
 - Relating to the case itself rather than to similar cases;
 - Relating to the recent past rather than to the distant past;
 - That are homogeneous rather than heterogeneous; and
 - That are statistically credible.

These criteria may conflict with each other.

Expected future experience vs. past experience

- .21 To extrapolate pertinent past experience and its <u>trend</u> to the near future is often, but not necessarily, appropriate.
- .22 The appropriateness of the extrapolation depends on the matter assumed. For example, pertinent past mortality experience is a better indicator of the outlook than is pertinent past investment return experience.
- .23 An extrapolation would take account of a change that affects the outlook. For example,
 - Adoption of a subsidized early retirement option in a pension plan may affect retirement rates;
 - A change in an <u>insurer</u>'s <u>case estimate</u> practices may affect its claims <u>development</u>;
 - An <u>insurer</u>'s discontinuance of a line of business may affect its expense rates allocable to the remaining lines; and
 - A change in judicial practice may affect the settlement of claims.

Anti-selection

- .24 Each assumption would normally take account of potential anti-selection.
- .25 One party in a relationship may have the right (or the administration of the relationship may give the privilege) to exercise certain options. That party may be, for example, an <u>insurer</u>'s policy owner, a benefits plan's member, a borrower, a lender, or a shareholder.

- .26 Examples are the right or privilege of a
 - Pension plan member to select his or her retirement date when the pensions at various retirement ages are not actuarially equivalent;
 - Policy owner to renew term life insurance at its expiry for a stipulated premium;
 - Mortgagor to prepay principal, or an issuer to call a bond or redeem a preferred share; and
 - Shareholder to retract a share.
- .27 When considering a single relationship, it is reasonable to expect that party to exercise those options to the detriment of the other party in the relationship if it is to the first party's advantage to do so. However, where a number of such relationships are concerned, such as a portfolio of policy owners or members of a benefit plan, it may not be reasonable to assume that every one of these would exercise such an option in that manner.
- .28 The extent of anti-selection depends on
 - The size of the advantage from each exercise of the option (for example, <u>anti-selection</u> is dampened if the advantage to each policy owner is small even when the aggregate potential detriment to an <u>insurer</u> is large);
 - The concomitance of exercise of the option (for example, election of a favourable early retirement pension may force the plan member into unwanted unemployment, or a policy owner (who is also the life insured) in ill health may be unable to afford to continue an insurance policy with a low premium);
 - The policy owner's or plan member's difficulty in making the required judgment (for example, everyone knows his or her age, but a person may be unable to gauge the effect of ill health on longevity); and
 - The sophistication of the policy owner, plan member, borrower, lender, or shareholder.

Independently reasonable and appropriate in the aggregate

.29 The assumptions that the <u>actuary</u> selects or for which the <u>actuary</u> takes responsibility, other than alternative assumptions selected for the purpose of sensitivity testing, would be independently reasonable and appropriate in the aggregate.

- .30 The actuary would select independently reasonable assumptions. The following are examples:
 - For a typical defined benefit pension plan valuation, the <u>actuary</u> would adopt an explicit investment assumption, as well as an explicit expense assumption rather than using implicit assumptions incorporated within a net discount rate. However, for a small defined benefit pension plan, the <u>actuary</u> may choose to use approximations for the investment expenses.
 - For a typical non-participating life insurance portfolio where experience is not passed on to policy owners, all assumptions would be established independently. However, for a typical participating life insurance portfolio where experience is passed on to policy owners through changes to the dividend scale, a reasonable representation of reality would be to assume that the current dividend scale and current experience persist into the future, as long as any implicit offsets in assumptions simplify the valuation and do not materially affect the amount of the valuation.
- .31 The <u>actuary</u> would avoid the use of independently reasonable assumptions that are inconsistent or biased in the same direction, either of which might result in the assumptions not being reasonable in the aggregate. If an assumption is <u>prescribed</u>, is mandated by law or is stipulated by the terms of the engagement, it would not be appropriate to compensate for this prescription or stipulation by modifying other assumptions. The remaining assumptions would be reasonable in the aggregate and to the extent possible be independently reasonable.
- .32 The use of independently reasonable assumptions implies that each assumption is explicitly defined. However, there would be no requirement to use explicit assumptions in the <u>model</u> <u>specification</u>, as long as the result of using that <u>model</u> does not produce a material error. For example, for pension valuations, use of a discount rate net of expenses may produce a value very close to the value obtained by using explicit assumptions. In this case, the <u>actuary</u> would disclose both the gross investment rate assumption and the expense assumption.

Stipulated or mandated assumptions

- .33 Use of an assumption stipulated by the terms of the engagement is use of the work of another person.
- .34 If the assumption is mandated by law and an amendment to the law is <u>virtually definitive</u>, it may be useful to <u>report</u> a result that reflects the amendment.

Discount rate

- .35 The use of a discount rate is inherent in the <u>actuarial present value method</u>. The discount rate may be constant or it may vary over time. In selecting the <u>best estimate</u> assumption for the discount rate, the <u>actuary</u>, consistent with the circumstances affecting the <u>work</u>, may either
 - Take into account the expected investment returns of the assets that support the liabilities; or
 - Reflect interest rates on relevant fixed income reference securities.
- .36 In selecting the <u>best estimate</u> assumption for the discount rate, the <u>actuary</u>, consistent with the circumstances affecting the <u>work</u>, may assume that the yields on fixed income investments at future dates, either
 - Remain at levels applicable at the calculation date; or
 - Revert in the long term to expected levels.

1630 Provision for adverse deviations

.01 The actuary should include a provision for adverse deviations in calculations only to the extent required by the terms of the actuary's engagement or as mandated by law or as prescribed by practice-specific standards. [Effective February 1, 2018]

1640 Comparison of current and prior assumptions

- .01 Unless the <u>actuary reports</u> the inconsistency, the assumptions for a calculation for a <u>periodic</u> <u>report</u> should be consistent with those of the prior calculation. [Effective February 1, 2018]
- .02 The definition of consistency for the purpose of this <u>recommendation</u> varies among practice areas. For example,
 - For advice on <u>funding</u> a pension plan, the assumption at a <u>calculation date</u> is consistent with the corresponding assumption at the prior <u>calculation date</u> if the two are numerically the same; and
 - For valuation of an <u>insurer</u>'s <u>insurance contract liabilities</u> for its financial reporting, an assumption at a <u>calculation date</u> is consistent with the corresponding assumption at the prior <u>calculation date</u> if the two assumptions
 - Each reflect the conditions and outlook at their respective <u>calculation</u> <u>dates</u> in the case of a <u>best estimate</u> assumption;

- Each reflect the risks at their respective <u>calculation dates</u> in the case of a <u>margin for adverse deviations</u>; and
- Are located at the same point within the range of <u>accepted actuarial</u> <u>practice</u>.
- .03 If the assumptions are not so consistent, the <u>actuary</u> would <u>report</u> the inconsistency. If practical, useful and appropriate under the terms of the engagement, the <u>report</u> would quantify the effect of the inconsistency.

1700 Reporting

1710 Reporting: external user report

- .01 In an external user report, the actuary should
 - Identify the client or employer;
 - Describe the work, its purpose, and its users;
 - Say that use of the <u>report</u> may not be suitable for another purpose;
 - Say whether or not the <u>work</u> is in accordance with <u>accepted actuarial practice</u> in Canada and, if not, disclose the deviation from that practice;
 - If useful, disclose any unusual application of <u>accepted actuarial practice</u>;
 - If the <u>report</u> is supported by the use of a <u>model</u>, disclose limitations in the <u>model</u> relevant to the intended purpose;
 - Disclose any aspect of the <u>work</u> for which the <u>actuary</u> does not take responsibility;
 - Describe each assumption used for the <u>work</u> that is material to the results of the <u>work</u>, including the extent of any <u>margin for adverse deviations</u> included with respect to each such assumption;
 - Provide the rationale for each such assumption that is material to the results of the <u>work</u>;
 - For matters requiring an assumption other than a model or data assumption, disclose any assumption that is different from assumption of continuance of the status quo and, if practical, useful, and appropriate under the terms of the engagement, disclose the effect of alternative assumptions;
 - Describe the methods used for the work;
 - In the case of a <u>periodic report</u>, disclose any inconsistency between the assumptions and methods of the current and prior <u>reports</u> and the rationale for such inconsistency;
 - Describe any subsequent event that is not taken into account in the work;
 - Disclose any reservation;
 - Express an opinion on the assumptions and methods used for the work;
 - Express an opinion on the results of the work;
 - Identify himself or herself and sign the report; and
 - Date the <u>report</u>. [Effective February 1, 2018]

- .02 Any description or disclosure may be in material referred to in the <u>report</u> and either accompany the <u>report</u> or plausibly be available to <u>users</u>. [Effective February 1, 2018]
- .03 Subsequently, the <u>actuary</u> should respond to a <u>user</u>'s request for explanation except if that is contrary to the terms of the engagement. [Effective February 1, 2018]
- .04 Subsequently, the <u>actuary</u> should withdraw or amend the <u>report</u> if information comes to hand after the <u>report date</u> that invalidates the <u>report</u>. [Effective February 1, 2018]
- .05 A duty of confidentiality in an <u>appropriate engagement</u> supersedes any of the foregoing portions of this <u>recommendation</u> with which it conflicts. [Effective February 1, 2018]

Description and disclosure in general

- .06 The range of appropriate <u>reports</u> is relatively narrow for <u>external user reports</u> as compared to that for <u>internal user reports</u>. An <u>external user report</u> would be relatively formal and detailed when the <u>actuary</u> does not communicate directly with <u>users</u> or when the interests of an <u>external user</u> and of the <u>actuary</u>'s client or employer are not the same.
- .07 Appropriate description and disclosure in a <u>report</u> strike a balance between too little and too much. Too little disclosure deprives the <u>user</u> of needed information. Too much disclosure may exaggerate the importance of minor matters, imply a diminution of the <u>actuary</u>'s responsibility for the <u>work</u>, or make the <u>report</u> hard to read.
- .08 The appropriate criterion for description and disclosure is the question, "What qualitative and quantitative information best serves the <u>user</u>'s understanding and decision-making?" The question, "What information does the <u>user</u> want?", is an insufficient criterion because the circumstances affecting the <u>work</u> may make the <u>actuary</u> aware of information needs of which the <u>user</u> is unaware.
- .09 The <u>actuary</u> would consider and address the sensitivity of the results of the <u>work</u> to variations in key assumptions where practical, useful, and consistent with the terms of the engagement.
- .10 Disclosure need not necessarily be in the <u>report</u> itself except if its importance so warrants or if it cannot be referenced in material available to <u>users</u>. Disclosure in a short <u>report</u> may place undue emphasis on the information disclosed.

- .11 An unintended reservation misleads the <u>user</u> if it implies either that there was a deviation from <u>accepted actuarial practice</u> or that the <u>actuary</u> does not take full responsibility for the <u>work</u>. The following are examples.
 - Approximation is a usual part of <u>work</u>. Even a moderately complex calculation may involve many approximations. Disclosure of an appropriate approximation may mislead the <u>user</u> by implying that the <u>actuary</u>'s <u>work</u> falls short of <u>accepted</u> <u>actuarial practice</u>.
 - Use of another person's work is also a usual part of <u>work</u>. If the <u>actuary</u> does not take responsibility for the used work, disclosure is appropriate. Disclosure if the <u>actuary</u> does take responsibility for the used work may mislead the <u>user</u>.
 - Deviation from a particular <u>recommendation</u> or other guidance in the standards when the result of doing so is not material is also a usual part of <u>work</u> and its disclosure is undesirable.

The work, its purpose, and its users

- .12 Description of the work usually includes the <u>calculation date</u> and the numerical result. If the work is mandated by law, citation of the law is useful.
- .13 The amount of detail depends mainly on the needs of <u>users</u>. A separate <u>report</u> may be desirable for a particular <u>user</u> (usually a regulator) whose desire for detail significantly exceeds that of other <u>users</u>.
- .14 Description of the purpose of the <u>work</u> and its <u>users</u> permits another person to assess its appropriateness to his or her needs and may thereby avoid unintended use of the <u>work</u>.
- .15 The <u>users</u> comprise the addressee(s) of the <u>report</u>, and any others explicitly identified in the <u>report</u>. Where a <u>report</u> has more than one <u>user</u>, the <u>actuary</u> would have regard to the information of value to each <u>user</u> in determining appropriate disclosure.

Accepted actuarial practice

- .16 If the <u>work</u> is in accordance with <u>accepted actuarial practice</u>, a simple statement to that effect is a powerful statement, and reassuring even to a <u>user</u> with a limited understanding of what constitutes <u>accepted actuarial practice</u>. If the <u>work</u> is not in accordance with <u>accepted actuarial</u> <u>practice</u>, a statement that it is, except for specified deviations, is a concise description.
- .17 Any deviation from <u>accepted actuarial practice</u> would result from either conflict with law or conflict with the terms of an <u>appropriate engagement</u>.
- .18 For work in Canada, the <u>actuary</u> would refer to "<u>accepted actuarial practice</u> for <u>work</u> in Canada", or use other language of equivalent meaning and clarity.

- .19 For work outside of Canada, the <u>actuary</u> may choose to refer to
 - "Accepted actuarial practice for work in [country]", if the guidance of a foreign jurisdiction has been applied to the work;
 - "Internationally accepted actuarial practice", if the guidance of the International Actuarial Association has been applied to the <u>work</u>; or
 - "Accepted actuarial practice for <u>work</u> in Canada", if Canadian guidance has been applied to the <u>work</u> because of the absence of applicable foreign guidance.

Unusual application of accepted actuarial practice

- .20 The <u>actuary</u> would not usually <u>report</u> a deviation from a particular <u>recommendation</u> or other guidance in these standards as a result of an unusual or unforeseen situation.
- .21 If, as is common, <u>accepted actuarial practice</u> for an aspect of the <u>work</u> encompasses a range, the <u>actuary</u> usually <u>reports</u> the <u>work</u> as being in accordance with <u>accepted actuarial practice</u> without drawing particular attention to his or her selection within the range. Disclosure of the selection, and of the reason for selecting it, is appropriate, however, if it is
 - Mandated by law or specified by the terms of the <u>actuary</u>'s engagement;
 - Excluded from the accepted range by an exposure draft or by approved, but not yet effective, <u>new standards;</u>
 - Inconsistent with the corresponding assumption of a prior periodic report;
 - Dependent on a special permissive feature in the law for its acceptability; or
 - Unusual or controversial.

Limitation to actuary's responsibility

.22 Any diminution of the <u>actuary</u>'s responsibility for the <u>work</u> as a result of an engagement whose terms call for a deviation from <u>accepted actuarial practice</u> would be disclosed.

Disclosure of assumptions

.23 Where an assumption or method is mandated by law, the <u>actuary</u> would, if relevant, disclose that use of the <u>report</u>, based on the mandated assumption or method, may not be appropriate for purposes other than that for which the <u>report</u> was prepared.

Subsequent event not taken into account in the work

.24 An example of a <u>subsequent event</u> not taken into account in the <u>work</u> is a non-retroactive increase in the benefits of a pension plan for which the <u>actuary</u> is advising on <u>funding</u>. The <u>actuary</u> would describe the increase, <u>report</u> that it was not taken into account in the current advice on <u>funding</u> but that it will be taken into account in future advice. If useful, the <u>actuary</u> would quantify its effect, for example, by <u>reporting</u> the pro forma effect on the recommended <u>funding</u> if the benefit increase were effective immediately before the <u>calculation date</u>.

Reservations

- .25 A report with reservation may be unavoidable in certain circumstances, such as the following:
 - The <u>actuary</u> was obliged to use the work of another person and has doubts about the appropriateness of so doing.
 - The <u>actuary</u> was unable to arrive at a conclusion as to the sufficiency and reliability of the data.
 - There was an undue limitation to the scope of the <u>actuary</u>'s <u>work</u>. For example, the time, information, or resources contemplated by the terms of the engagement did not materialize.
 - There is an unresolved conflict of interest.
- .26 The <u>actuary</u> would <u>report</u> any remedy, underway or expected, to the problem causing the reservation.
- .27 A serious reservation may call for consulting with another <u>actuary</u> or obtaining legal advice.
- .28 Barring explicit disclosure to the contrary in the <u>report</u>, the <u>user</u> is entitled to assume that
 - The <u>work</u> is in accordance with <u>accepted actuarial practice</u> and no reservation is required;
 - The data are sufficient and reliable; and
 - If a <u>periodic report</u>, the method is the same as that in the prior <u>report</u> and the assumptions are consistent with those in the prior <u>report</u>.

Use of models

- .29 An <u>external user report</u> would rarely refer directly to a <u>model</u>. Disclosures related to a <u>model</u> are typically found in supporting documents. The <u>report</u> would contain a reference to a <u>model</u> if, for example, the <u>actuary</u> is required to do so by the engagement, the <u>model</u> has limitations relevant to the purpose of the engagement, or the <u>actuary</u> is unable to assess <u>model risk</u>.
- .30 Explanation of the limitations of a <u>model</u> and the implications of those limitations would include descriptions of
 - any relevant exclusions from the model, and
 - simplifying assumptions made.
- .31 If the <u>actuary</u> uses a <u>model</u> outside the domain of actuarial practice and is not able to verify the appropriateness of using such a <u>model</u>, the <u>actuary</u> would so <u>report</u>.

Opinion

- .32 In giving an opinion on any matter in the <u>report</u>, the <u>actuary</u> would begin with "In my opinion..." which is a signal that the <u>actuary</u> is giving a formal, professional opinion.
- .33 With respect to any assumption or method specified by the terms of the engagement, the <u>actuary</u> would
 - If the <u>actuary</u> considers such assumption or method to fall within the range of <u>accepted actuarial practice</u>, opine that the assumption or method is appropriate;
 - If the <u>actuary</u> considers such assumption or method to not fall within the range of <u>accepted actuarial practice</u>, <u>report</u> that the assumption or method is not in accordance with <u>accepted actuarial practice</u> and <u>report</u> that the assumption or method was specified by the terms of the engagement, as applicable;
 - If the <u>actuary</u> is unable to easily determine whether the assumption or method falls within the range of <u>accepted actuarial practice</u>, <u>report</u> that the assumption or method may not be in accordance with <u>accepted actuarial practice</u> and <u>report</u> that the assumption or method was specified by the terms of the engagement, as applicable.
- .34 It may be convenient to group the opinion statements in the <u>external user report</u> in a section with a heading such as Statement of Opinion that would be signed by the <u>actuary</u>.

Identification

.35 For <u>work</u> in Canada, the <u>actuary</u> would usually identify himself or herself simply as "Fellow, Canadian Institute of Actuaries" (or "FCIA" if <u>users</u> recognize the abbreviation), especially when Fellowship in the CIA is required or expected for the <u>work</u>.

Report date

- .36 In <u>reporting</u> an opinion, the <u>actuary</u> would consider all available information up to the <u>report</u> <u>date</u>, including <u>subsequent events</u> if the <u>report date</u> is after the <u>calculation date</u>.
- .37 The <u>report date</u> would usually be the date at which the <u>actuary</u> has substantially completed the <u>work</u>. The remaining effort may include peer review, typing and photocopying the <u>report</u>, and compilation of documentation.
- .38 The date the <u>actuary</u> signs and delivers the <u>report</u> would be as soon thereafter as practical. If there is an unavoidably long delay, however, the <u>actuary</u> would consider any additional <u>subsequent events</u> that would result from a current <u>report date</u>.
- .39 The <u>actuary</u> would issue the <u>report</u> within a reasonable time period with regard to the <u>actuary</u>'s terms of engagement and the needs of the <u>users</u> of the <u>report</u>.

Withdrawal or amendment of a report

- .40 After the <u>report date</u>, the <u>actuary</u> has no obligation to seek additional information that, if known at the <u>report date</u>, would have been reflected in the <u>work</u>, but, if additional information comes to hand, the <u>actuary</u> would consider if it affects the <u>report</u>. Additional information affects the <u>report</u> if it
 - Reveals a data defect or a calculation error;
 - Provides additional information about the entity that is the subject of the <u>report</u> as that entity was at the <u>calculation date</u>;
 - Retroactively makes that entity different at the calculation date; or
 - Makes that entity different after the <u>calculation date</u> and a purpose of the <u>work</u> was to <u>report</u> on the entity as it would be as a result of the information.
- .41 Additional information may consist of both external information and internal discovery of an error in the <u>work</u>. Its classification is similar to the classification of <u>subsequent events</u>. That is, if the additional information results in the actuary determining that an event has occurred that would have to be taken into account in the data, assumptions, or methods for the <u>work</u>, it would affect the <u>report</u>. It does not affect the <u>report</u> if it makes the entity, which is the subject of the <u>report</u>, different after the <u>calculation date</u> and a purpose of the <u>work</u> is to <u>report</u> on the entity as it was at the <u>calculation date</u>; for example, if the additional information changes the outlook for the entity that would lead the <u>actuary</u> to select different assumptions at the next <u>calculation date</u> for a <u>periodic report</u>.

- .42 If the additional information results in the <u>actuary</u> determining that an event has occurred that affects the <u>report</u>, the <u>actuary</u> would determine whether the event invalidates the <u>report</u>. If the <u>actuary</u> determines that the event does not invalidate the <u>report</u>, the <u>actuary</u> would consider whether to inform some or all of the <u>users</u> of the <u>report</u> about the event. If the <u>actuary</u> determines that the event invalidates the <u>report</u>, the <u>actuary</u> would withdraw or amend the <u>report</u>. If the <u>actuary</u> withdraws or amends a <u>report</u>, the or she would seek agreement with the client or employer on the notification to be given to <u>users</u> and on the preparation of an amended or replacement <u>report</u> in cases where there is no legal requirement to do so. Failing such agreement, the <u>actuary</u> would consider seeking legal advice on the discharge of his or her responsibilities, taking consideration of the fact that, to the extent practical and useful, all <u>users</u> should so be informed.
- .43 The following examples are intended to assist <u>actuaries</u> in determining whether an event of which the <u>actuary</u> becomes aware after the <u>report date</u> may be worthy of disclosure to the <u>users</u> of the <u>report</u> or may require the <u>report</u> to be withdrawn or amended:
 - If an event affects a <u>report</u>, but that <u>report</u> has been superseded by another <u>report</u>, typically no action would be taken with respect to the prior <u>report</u>;
 - If an event materially affects the <u>financial position</u>, <u>financial condition</u>, or <u>funded</u> <u>status</u> of a pension plan, but does not materially affect the <u>funding</u> of the plan, it may be sufficient to disclose the event to the <u>users</u> of the <u>report</u> rather than withdraw or amend the <u>report</u>;
 - If an event results in a situation where an assumption used in the work is
 obviously erroneous, but the assumption was reasonable at the report date, the
 actuary would typically not withdraw or amend the report, but would reflect the
 event in a subsequent report; and
 - If an <u>actuary</u> has prepared a <u>report</u> that provides advice on the <u>funding</u> of a pension plan and, subsequent to the <u>report date</u> discovers an error in the <u>report</u>, and the <u>funding</u> recommendations contained in the <u>report</u> would change materially if the error were corrected, the <u>actuary</u> may determine that it is appropriate to withdraw or amend the <u>report</u>.

1720 Reporting: internal user report

.01 In the case of an <u>internal user report</u>, the <u>actuary</u> may appropriately abbreviate the <u>recommendation</u> for <u>external user reports</u>. [Effective February 1, 2018]

.02 The range of appropriate <u>reports</u> is wider for <u>internal user reports</u> than for <u>external user</u> <u>reports</u>. At one end of the range, a formal <u>internal user report</u> may differ little from an <u>external</u> <u>user report</u>. At the other end of the range, an informal, abbreviated, even oral, <u>report</u> may suffice for a representative of the <u>actuary</u>'s employer or client with whom the <u>actuary</u> communicates frequently and who is well-versed in the subject of the <u>report</u>. To abbreviate the standards for an <u>internal user report</u> is efficient for both the <u>actuary</u> and the <u>user</u> provided that complete and clear communication is not thereby compromised.

1730 Reporting: oral report

- .01 Oral <u>reporting</u>, especially to an <u>internal user</u>, is both useful and inevitable in some situations. The disadvantage of oral <u>reporting</u> is that the <u>actuary</u> and <u>user</u> may have differing recollections of what was <u>reported</u>. It is therefore good practice to confirm an oral <u>report</u> in writing, especially when there is an <u>external user</u>, or to record it in documentation.
- .02 Except for signature and <u>report date</u>, the standards are the same for both oral and written <u>reports</u>.

1740 Summary report

- .01 Where required by practice-specific standards, the <u>actuary</u> should prepare a summary <u>report</u>. [Effective February 1, 2018]
- .02 The practice-specific standards specify the language to be used in the summary <u>report</u>.
- .03 The purpose of the summary <u>report</u> is to simplify the <u>actuary</u>'s communication with <u>users</u> and may be incorporated in a <u>report</u> prepared by the <u>actuary</u>'s employer or client; for example, the financial statements of an <u>insurer</u>, a pension plan or a <u>public personal injury compensation</u> <u>plan</u>. Such a <u>report</u> does not constitute an <u>external user report</u>.