



Voya Retirement Insurance and Annuity Company  
PO Box 990063  
Hartford, CT 06199-0063

## **Qualified Domestic – Relations Order – General Information**

The Internal Revenue Code (the “Code”) and the retirement plan (the “Plan”) provide for specific provisions which must be met by a court order in order for a plan participant’s account to be segregated on behalf of an alternate payee pursuant to an action under a state domestic relation law (including a community property law). Accordingly, Voya has generated the enclosed documents to assist you in preparing an order that would meet the requirements of the Code and the Plan.

An original or a court-certified copy of the original order must be submitted by mail to Voya at PO Box 990063, Hartford, CT 06199-0063. If the order meets the approval requirements, it will be deemed a qualified domestic relations order and given effect. If the order fails to meet the approval requirements it will be rejected and not given effect.

Voya cannot provide participant account information to interested parties without one of the following: the participant’s written authorization notarized by a notary public, an executed court order or subpoena.

If you have any questions, we can be reached at the number shown below, Monday through Friday, 8:00 a.m. - 9:00 p.m., E.T. Thank you for investing with Voya.

Customer Service  
(800) 584-6001

## QUALIFIED DOMESTIC RELATIONS ORDER (QDRO) PROCESSING PROCEDURES

### Definition of a Domestic Relations Order

A Domestic Relations Order (“DRO” or “Order”) is a court order, judgment, or decree issued under a state’s domestic relations law that recognizes the right of a spouse, former spouse, child, or other dependent of a Participant in an employee benefit plan to receive all or part of the Participant’s benefit in the plan.

A Qualified Domestic Relations Order (“QDRO”) is a DRO that has met the specific requirements mandated by federal law and the provisions of the plan as determined by the Plan Administrator or its designee. A QDRO requires a qualified plan to pay all or any part of a Participant’s benefits to an Alternate Payee. An Alternate Payee is a spouse, former spouse, or dependent of the Participant who is entitled to a portion of the Participant’s benefits.

### Requirements for QDRO

In order for a Participant’s benefit to be assigned to an Alternate Payee (i.e., the spouse, former spouse, child or other dependent of the Participant), a DRO that constitutes a QDRO within the meaning of Internal Revenue Code Section 414(p) must contain the required elements as outlined below, to meet these, as well as Voya’s good order requirements. For more detailed information, you may reference IRS Notice 97-11.

1. The Order must be an original or a court-certified copy of the original, signed by the judge or clerk of the court. A fax or a photocopy cannot be accepted in order to meet Voya’s good order standards.
2. The Order must create or recognize the existence of an Alternate Payee’s right to, or assigns to an Alternate Payee the right to, receive all or a portion of the benefits payable under the plan with respect to a Participant.
3. The Order must constitute a judgment, decree or order (including approval of a property settlement agreement) that relates to provisions of child support, alimony payments or property rights to a spouse, former spouse, child or other dependent of a Participant, made pursuant to a state domestic relations law (including a community property law).
4. The Order must clearly and unambiguously name each plan to which the Order applies. The Order must reflect the full plan name as stated within the plan document.

Note: If a Participant has an account balance invested with an orphaned annuity contract provider under a 403(b) plan, the Participant and Alternate Payee must contact the orphaned annuity contract provider directly. An Order related to an orphaned annuity contract will not be managed by Voya.

5. The Order must provide the following Participant information:
  - Name (full legal name)
  - Social Security Number<sup>1</sup>
  - Last known mailing address
  - Date of Birth

<sup>1</sup>If state or local law prevents the inclusion of such information in the Order, this data must be provided to Voya in a letter and/or addendum, signed by the attorney that drafts the Order.

6. The Order must provide the following Alternate Payee<sup>2</sup> information:

- \_ Name (full legal name)
- \_ Social Security Number<sup>1</sup>
- \_ Last known mailing address
- \_ Date of Birth

<sup>1</sup>If state or local law prevents the inclusion of such information in the Order, this data must be provided to Voya in a letter and/or addendum, signed by the attorney that drafts the Order.

<sup>2</sup>If the Alternate Payee is a minor child, the name of the Custodial Parent is needed in the Order.

7. The Order must include the exact dollar amount or percentage of the Participant's benefits to be paid by the plan to each Alternate Payee.
8. If the Participant has an outstanding and/or defaulted loan, the Order must indicate if the outstanding and/or defaulted loan balance should be used in determining the amount due.
9. The Order must specify the exact date or the payment period to which the Order applies (i.e., the determination or valuation date). Participant accounts are valued each business day the New York Stock Exchange is open.
10. The Order must clearly indicate if the dollar amount or percentage should be adjusted for any earnings (gains/losses) from the determination/valuation date to the date the assets are segregated, and if these should be segregated on behalf of the Alternate Payee.
11. The Order should clearly specify whether the Participant's vested or total account balance is to be used in determining the Alternate Payee's portion he or she is entitled to. Generally, the vested account balance is used for calculation purposes. Account values fluctuate with market conditions. If the dollar amount specified is above the current balance, the request may be rejected. Only vested benefits may be paid. If the Participant is partially-vested, and the award is for more than the presently vested amount, payment of the non-vested portion may not be made to the Alternate Payee until the Participant has become vested in that amount.
12. If the plan has non-core investment options (e.g., life insurance, self-directed brokerage account, certificate of deposit, etc.) the Order must not require that amounts be redeemed from non-core investment options. To the extent that amounts invested in the core investment options are not sufficient to satisfy the Order, Voya will not approve the Order until the Participant has transferred from the non-core investment option into the core investment options the amount necessary to satisfy the Order.
13. The Order must provide that the calculation of the amount of the Participant's benefit to which the Alternate Payee is entitled to be readily calculable and according to records currently available to Voya. Pursuant to this requirement, Voya will not accept any Order that requires calculations prior to the time Voya began providing services to the plan.
14. A plan may specify a date as of which QDROs are allowed under the plan (such as Orders dated after a specified date, e.g., January 1, 2002). Court Orders which pre-date the allowance of QDROs under the plan may not be accepted. If no date is specified, the presumption is the plan has always allowed QDROs.
15. The Order must not require the plan to provide any type or form of benefit, or any option, not otherwise provided under the plan. Also, the Order cannot require payment to an Alternate Payee in the form of a qualified joint and survivor annuity in favor of the Alternate Payee and his or her spouse.
16. The Order must not require the plan to provide increased benefits (determined on the basis of actuarial value).
17. The Order must not require any payment of benefits to an Alternate Payee that is required to be paid to another alternate payee under a previously issued QDRO.

18. The Order must not provide for tax treatment of the account other than as required under federal law and regulations. If the Order is for a minor, taxes will be withheld from the amount that is ultimately paid from the minor's account unless the Order specifies otherwise.
19. The Order may state the segregated amount shall be distributed to the Alternate Payee, or the Custodial Parent for the benefit of a minor, if applicable, as soon as administratively feasible after Voya's acceptance of the Order as a QDRO. The Custodial Parent for the minor will need to contact the Participant Call Center at (800) 584-6001 to obtain a distribution form. The distribution can only be made payable to the custodial parent for the benefit of the minor. Taxes of 10% will be withheld from the minor's distribution and the Form 1099-R will be reported to the Participant.

NOTE: If this pertains to a Qualified Domestic Relations Order received from a State Agency related to child support payments, Voya will 1) set up the Alternate Payee account AND 2) obtain sponsor authorization if required to process the check made payable to the Alternate Payee or if minor, to the Custodial Parent for the benefit of the minor child and mail directly to the State Agency per instructions in the court order. Additional distribution paperwork and/or action from the Alternate Payee is not required.

If the Order meets all of the approval requirements listed above, it will be given effect and Voya will send notification of approval to the involved parties and their counsel.

If the Order fails to meet one or more of the approval requirements listed above, it will be rejected. A letter notifying the involved parties of the rejection will be mailed, together with an explanation.

### **Payments to the Alternate Payee**

The Alternate Payee may receive an immediate or deferred payment in accordance with the distribution options provided under the plan.

The Alternate Payee must complete and submit applicable disbursement paperwork for any distributions. Such paperwork is available by contacting a customer service associate at (800) 584-6001.

NOTE: If this pertains to a Qualified Domestic Relations Order received from a State Agency related to child support payments, Voya will 1) set up the Alternate Payee account AND 2) obtain sponsor authorization if required to process the check made payable to the Alternate Payee or if minor, to the Custodial Parent for the benefit of the minor child and mail directly to the State Agency per instructions in the court order. Additional distribution paperwork and/or action from the Alternate Payee is not required.

### **Administrative Hold on Participant's Account**

Voya will place an administrative hold on the Participant's account upon receipt of: (1) a signed Domestic Relations Order (DRO); (2) a draft domestic relations order or joinder; or (3) a draft court order that reflects a claim for plan benefits is being sought. Voya will place an administrative hold on the Participant's account for a period of up to 18 months (the "Period") from the date of notification, or, if earlier, until the date that the QDRO is processed. If a subsequent order is received, a new 18-month period will be activated. During this Period, the Participant will not be able to take a distribution or loan (if applicable) from the account until the restriction has been removed, however, will continue to have account access for allocation changes and/or fund transfers. Notwithstanding the foregoing, with respect to joinders issued pursuant to California Family Code 9 (if applicable), Section 2060, the restriction will not be removed until Voya receives either: (1) a QDRO; (2) a court order vacating/dismissing the joinder; or (3) a final judgment that awards the Participant all of the plan benefits.

## Processing Procedures

Upon receipt of any Order applicable to the plan, Voya shall take the following steps:

1. Voya shall promptly notify the Participant, each Alternate Payee and/or their designated representatives, in writing, of the receipt of such Order and the plan's procedures for determining the qualified status of the DRO. Voya may combine this notice with the determination of qualification outlined in step 2 below if the review is completed within five business days of receipt of the Order.
2. Within a reasonable period of time after receipt of such Order, Voya shall determine whether the Order complies with the requirements outlined above and notify the Participant, each Alternate Payee(s) and/or their designated representatives of such determination.
  - (a) If it is determined that the Order is a QDRO, the amount to which the Alternate Payee(s) is entitled shall be transferred to a separate account for the Alternate Payee(s) until distribution is made to the Alternate Payee pursuant to the terms of the plan. Such amount will be invested in the same investments from which the amount was redeemed from Participant's account, unless specified otherwise in the Order. After the Alternate Payee's account is established, the Alternate Payee can change the investment allocation to any of the investment options available under the plan.
  - (b) If the order fails to meet the requirements and is determined **not** to be a QDRO, Voya will send a notice of the determination to the involved parties. The parties will have the opportunity to correct and resubmit the Order.

If it is subsequently determined that an Order is a QDRO, the QDRO shall be processed as of the date that good order is attained.
3. If action is taken in accordance with the determination that the order is a QDRO, the plan's obligation to the Participant and the Alternate Payee shall be discharged to the extent of any payment made pursuant to the QDRO.
4. In the event a Participant or Alternate Payee does not agree with Voya's determination, Voya will direct the Participant or Alternate Payee to contact the plan sponsor.

## Alternate Payee Status

The Alternate Payee shall be treated as an account holder under the plan, with all the rights accorded to an Alternate Payee under the terms thereof and as otherwise provided by law.

## Service

Orders should be forwarded to the following address:

**Voya**  
**Attention: Complex Transactions Unit**  
**PO Box 990063**  
**Hartford, CT 06199-0063**

## MODEL QDRO LANGUAGE

The division of retirement benefits involves many complex tax and legal issues. It is strongly recommended that individuals seek the advice of legal counsel or other qualified experts before the division of retirement plan benefits upon divorce.

This model language is available to assist in the drafting of a QDRO and is for informational purposes only and is not intended as legal advice. The model language is designed solely as a guide and may be modified as necessary. It should not be relied upon to satisfy the laws of any particular state. It is strongly recommended that the drafter thoroughly familiarize himself or herself with the applicable law and the model language before deciding whether to utilize the model language.

The plan document dictates how administrative matters are handled under the plan. It is therefore extremely important to confirm with the Plan Administrator what additional steps under the plan document are required to ensure the outcome contemplated in the divorce settlement.

### [INSERT HEADING AS REQUIRED BY THE COURT]

#### QUALIFIED DOMESTIC RELATIONS ORDER

WHEREAS, the parties were married to each other on **[insert marriage date]** and were separated on **[insert separation date]**; and

WHEREAS, this Court has personal jurisdiction over both parties and jurisdiction over the subject matter of this Order and this dissolution of marriage action; and

WHEREAS, the parties and the Court intend that this Order shall be a Qualified Domestic Relations Order (QDRO) as defined in Section 206(d) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), if applicable to the Plan, and Section 414(p) of the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, this QDRO is granted in accordance with **[insert the applicable state domestic relations law, statute or code section citations]**, which relate to marital property rights, child support, and/or spousal support between spouses and former spouses in matrimonial actions; and

WHEREAS, the parties have stipulated that the court shall enter this Order;

NOW IT IS ORDERED AND ADJUDGED AS FOLLOWS:

#### 1. DEFINITIONS

For the purposes of this Order, each term below has the meaning stated by this part.

"Order" means this document when properly entered as an Order of a court having jurisdiction over both the Participant and the Alternate Payee.

"Plan" means

\_\_\_\_\_ Plan Name.

Any successor to this Plan shall also be subject to the terms of the Order.

"Plan Administrator" means the Administrator as defined in the Plan.

"Plan Agent" means Voya Retirement Insurance and Annuity Company ("Voya") or any other person/entity contracted by the Plan Administrator to provide administrative services to the Plan.

"Segregated Amount" means the benefit amount from the Participant's Plan account that is assigned to the Alternate Payee consistent with this Order.

“Separate Plan Account” means the sub-account of the Participant’s Plan account that the Plan Administrator or Plan Agent causes to be maintained for the benefit of the Alternate Payee consistent with this Order.

This Order hereby creates and recognizes the existence of the Alternate Payee’s right to receive all or a portion of the benefits payable to the Participant from the Plan as set forth below.

## 2. IDENTIFICATION OF THE PARTICIPANT

The name and last known mailing address of the Participant are as follows.

Name:

Complete Address:

Date of Birth:

Social Security No.

If state or local law prevents the inclusion of such information in the court order, this data must be provided in writing in a letter. The letter must be signed by the attorney(s) representing the Participant and the Alternate Payee, or by each of the parties themselves in the presence of a notary public (as evidenced by a notary affidavit and seal).

## 3. IDENTIFICATION OF THE ALTERNATE PAYEE *(For more than one Alternate Payee, repeat this section 3 as often as necessary.)*

The name and last known mailing address of the Alternate Payee are as follows.

Name:

Complete Address:

Date of Birth:

Social Security No.

If state or local law prevents the inclusion of such information in the court order, this data must be provided in writing in a letter. The letter must be signed by the attorney(s) representing the Participant and the Alternate Payee, or by each of the parties themselves in the presence of a Notary Public (as evidenced by a notary affidavit and seal).

The Alternate Payee is the **[spouse, former spouse, child or other dependent]** of the Participant.

## 4. BENEFIT AWARDED TO THE ALTERNATE PAYEE

This amount shall be separately accounted for under the Plan for the exclusive benefit of the Alternate Payee. The investment allocation of the Alternate Payee’s account will be the same as the investment allocation of the Participant’s account at the time of the transfer. After the Alternate Payee’s account is established, the Alternate Payee can change the investment allocation to any of the investment options available under the Plan.

**[Select the appropriate benefit assignment and delete any option that does not apply.]**

The Plan shall assign to the Alternate Payee an amount equal to **[insert percent or dollar amount]** of the Participant’s total vested account balance as of **[insert valuation date]** (the “valuation date”).

The Alternate Payee’s benefit **[will be/will not be]** adjusted for investment earnings and losses from the valuation date to the date a Separate Plan Account is established for the Alternate Payee.

If the Participant has an outstanding and/or defaulted loan balance, the Alternate Payee’s benefit will be based upon the Participant’s vested account balance **[including/excluding]** any outstanding and/or defaulted loan balance.

- (a) The Plan Administrator and the Plan Agent and any person subject to the direction of either of them shall not apply any provision of this Order that would require the Plan Administrator or the Plan Agent to calculate the Segregated Amount to be directed to the Alternate Payee’s Separate Plan Account in a manner not readily calculable by the Plan Administrator or Plan Agent according to its currently available records.

- (b) If the Plan has non-core investment options (e.g., life insurance, self-directed brokerage account, certificate of deposit, etc.), the Plan Agent will not be required to redeem any amounts invested in such non-core investment options. To the extent that the amount invested in core investment options is not sufficient to satisfy the Segregated Amount, the Participant shall transfer from the non-core investment options to the core investment options the amount necessary to enable the Plan Agent to redeem from the Participant's account the Segregated Amount consistent with this Order.
- (c) The Alternate Payee's Separate Plan Account shall bear all fees and expenses as though the Alternate Payee was a Participant.

## **5. COMMENCEMENT OF BENEFITS**

Upon determination that the Order constitutes a qualified domestic relations order, the Segregated Amount shall be distributed to the Alternate Payee as soon as administratively feasible after the Plan Agent's acceptance of this Order as a Qualified Domestic Relations Order. Using the Segregated Amount provided in Section 4 above, the Plan will pay to the Alternate Payee benefits in accordance with the benefit distribution provisions of the Plan. The Alternate Payee shall file with the Plan Administrator or Plan Agent a written claim for benefits in a format deemed acceptable by the Plan Administrator and Plan Agent. Notwithstanding the foregoing, the Alternate Payee (who is a spouse or former spouse) may elect, within the applicable period specified in Section 402(c) of the Code, to make an eligible rollover distribution to an eligible retirement plan designated by the Alternate Payee in writing to the Plan Administrator or Plan Agent, or may elect to make a direct rollover to an eligible retirement plan so designated, in accordance with the provisions of Section 402(e)(1)(B) of the Code.

## **6. DEATH OF PARTICIPANT**

Payment of the Alternate Payee's separate interest shall not be affected by the Participant's death. Upon the Participant's death, the Alternate Payee will not be entitled to any survivor benefits attributable to the Participant's share of benefits under the Plan unless the Participant had designated the Alternate Payee as a beneficiary in accordance with the terms of the Plan.

## **7. DEATH OF THE ALTERNATE PAYEE PRIOR TO DISTRIBUTION**

If permitted by the Plan, the Alternate Payee shall designate, on a form provided by the Plan Administrator, a beneficiary (or beneficiaries) to whom the Alternate Payee's separate interest is to be paid in the event of the Alternate Payee's death. If the Alternate Payee fails to designate a beneficiary, any benefit available upon the Alternate Payee's death will be paid according to the terms of the Plan or as directed by the Plan Administrator. Upon the Alternate Payee's death, the Participant will not be entitled to any survivor benefits attributable to the Alternate Payee's share of benefits under the Plan unless the Alternate Payee had designated the Participant as a beneficiary in accordance with the terms of the Plan.

## **8. COMPLIANCE WITH APPLICABLE LAWS AND THE PLAN**

The parties to this Order intend that it comply with the applicable provisions of ERISA, if applicable to the Plan, and the Code, and the provisions hereof are to be administered and interpreted in a manner consistent with such provisions.

- (a) The Participant and Alternate Payee shall each be responsible for his or her own federal, state and local income taxes and any other taxes attributable to any and all distributions from the Plan that are received by the Participant or the Alternate Payee, respectively.

If the Alternate Payee is not the spouse or former spouse of the Participant, the preceding paragraph should be replaced by:

The Participant is responsible for all taxes attributable to any and all distributions from the Plan pursuant to this order.

- (b) The Participant and the Alternate Payee shall notify the Plan Administrator and Plan Agent of any change of address.
- (c) No provision in this Order requires the Plan to make any payment or take any action that is inconsistent with any federal law, rule, regulation or applicable judicial decision.



- (d) Nothing contained in this Order shall be construed to require the Plan, Plan Administrator or Plan Agent to:
- (i) Provide the Alternate Payee any type or form of benefit or any option not otherwise available to the Participant under the Plan or payment in the form of a qualified joint and survivor annuity in favor of the Alternate Payee and his or her spouse;
  - (ii) Provide to the Alternate Payee increased benefits (determined on the basis of actuarial value) not available to the Participant; or
  - (iii) Pay benefits to an Alternate Payee that are required to be paid to another alternate payee under another order previously determined by the Plan Administrator to be a QDRO.

**9. HOLD HARMLESS CLAUSE**

The Participant and Alternate Payee shall hold the Plan harmless from any liabilities which arise from complying with this Order, including all reasonable attorneys' fees which may be incurred in connection with any claims which are asserted because the Plan honors the Order.

**10. RESERVATION OF JURISDICTION**

This Court reserves jurisdiction over the parties and the Plan until such time as the obligations of the Plan to the Alternate Payee under this Order have been fully paid and discharged. Further, this Court reserves jurisdiction to amend this Order to establish or maintain its status as a QDRO under ERISA, if applicable to the Plan, and the Code; provided, however, that no amendment of this Order is to require the Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan.

IT IS SO ORDERED:

This date:

By the Court:

\_\_\_\_\_  
 Judge's Signature

Approved as to form and content:

\_\_\_\_\_  
 Print Name:  
 Plaintiff

Date: \_\_\_\_\_

\_\_\_\_\_  
 Print Name:  
 Attorney for Plaintiff

Date: \_\_\_\_\_

\_\_\_\_\_  
 Print Name:  
 Defendant

Date: \_\_\_\_\_

\_\_\_\_\_  
 Print Name:  
 Attorney for Defendant

Date: \_\_\_\_\_