



Banner Life Insurance Company
 Attention: Retirement Services
 3275 Bennett Creek Avenue
 Frederick, Maryland 21704
 (800) 664-6129

[- TO BE USED WHEN BENEFIT PAYMENTS HAVE COMMENCED-]

[SAMPLE DOCUMENT - PLEASE DISCUSS THE CONTENTS OF THIS DRAFT WITH YOUR ATTORNEY WHEN PREPARING AN ORDER]

IN THE _____ COURT OF _____ COUNTY, _____ (STATE)

ACTION-LAW.

 Plaintiff/Petitioner

 No.

vs.

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 Defendant/Respondent

QUALIFIED DOMESTIC RELATIONS ORDER (QDRO)

This Order is intended to be treated as a qualified domestic relations order ("QDRO"), as the term is defined in Section 414(p) of the Internal Revenue Code ("Code"). This Order is granted in accordance with [applicable state domestic relations law citations], which relate to marital property rights, child support, and/or spousal support between spouses and former spouses in matrimonial actions.

Section 1. Introduction

- a. The parties hereby create and/or recognize the Alternate Payee's right to receive all or a portion of the benefits payable under the Plan or Certificate to the Participant, as provided for herein.
- b. A copy of this Order shall be delivered to the Insurer, who has assumed responsibility for annuity benefit payments, at the address indentified herein. Upon approval, this Order shall take effect immediately and remain in effect until further order of the Court or until it expires by its terms.
- c. Each of the Parties request that the Insurer determine that this Order is a valid Qualified Domestic Relations Order and further request that the Insurer honor and agree to comply with the same



Section 2. Identification of Participant and Alternate Payee

- a. The "Participant" is [Participant's Name]. The Participant's last known mailing address is _____ . The Participant's Social Security Number is _____ .
- b. The "Alternate Payee" is [Alternate Payee's Name]. The Alternate Payee's last known mailing address is _____ . The Alternate Payee's Social Security Number is _____ . The Alternate Payee is the [describe the Alternate Payee's relationship to the Participant] of the Participant.

Section 3. Identification of Plan

- a. This Order applies to benefits arising under the [Plan Name] (the "Plan") and a certain annuity certificate # _____ (the "Certificate") issued to Participant due to his/her participation in the Plan.
- b. The Certificate was issued by: Banner Life Insurance Company, 3275 Bennett Creek Avenue, Frederick, MD 21704 (the "Insurer").

Section 4. Amount of Benefits to be Paid to Alternate Payee

- a. The Insurer shall pay to the Alternate Payee a benefit equivalent to _____ percent (____%) of the value of the Participant's annuity benefit payment under the Certificate. Payments to Alternate Payee shall commence immediately upon validation of this Order by Insurer.
- b. As payments to the Participant have commenced using Participant and his/her spouse's age on the date of commencement no further adjustments to the valuations of such payments shall be made.
- c. The Alternate Payee shall shall not (*check one*) be treated as the Participant's spouse as related to any Joint and Survivor Annuity Issued to the Participant.

---- or ----
- c. If the Participant predeceases the Alternate Payee, the Alternate Payee shall receive _____% of the benefits paid to any surviving spouse under the Survivorship provision of a Joint and Survivor Annuity.

Section 5. Commencement of Payment to Alternate Payee

- a. The form of annuity issued under the Certificate to Participant is a Joint and Survivor Annuity. This option for monthly payments for life, the last payment to be made at the death of the Survivor. If both Annuitant and Spouse die before the end of any guaranteed period, (date of last payment), (beneficiaries) are Designated Beneficiaries for any death benefits due under the Certificate.
- b. Effective upon approval of the Order, the Alternate Payee shall receive _____% of the benefits paid to Participant during life under the Certificate. Should the Alternate Payee survive the Participant, then the Alternate Payee shall shall not (*check one*) be entitled to the Survivor Annuity Benefit under the Certificate.

---- OR ----



- b. Effective upon approval of the Order, the Alternate Payee shall receive ____% of the benefits paid to Participant during life under the Certificate. Should the Alternate Payee survive the Participant, then the Alternate Payee shall receive ____% of the benefits paid to any surviving spouse under the Survivorship provision of a Joint and Survivor Annuity.
- c. [Should the Alternate Payee predecease the Participant, then payment of all benefits would revert to the Participant. **- TO BE USED ONLY IF THERE IS A POP-UP OPTION UNDER THE CERTIFICATE.**]

Section 6. Form of Payment to Alternate Payee

The form of payment to the Alternate Payee shall be in accordance with Section 5 above.

Section 7. Effect of Participant's Death

The Alternate Payee shall shall not (*check one*) be treated as the Participant's spouse under the Plan or the Certificate and shall shall not (*check one*) be entitled to survivor benefits under the Joint and Survivor Annuity as stated in Section 5.

Section 8. Effect of Alternate Payee's Death

If the Alternate Payee dies before benefits awarded by this Order have commenced to be paid, all rights to such benefits shall revert to the Participant. In all other instances benefits shall be treated in accordance with Section 5.

Section 9. Termination of Alternate Payee's Benefits

Unless specifically expressed herein and in compliance with the terms of the Certificate, payment to the Alternate Payee shall cease on the earliest of [insert date or event such as remarriage], or the date that payments from the Certificate to the Participant or surviving spouse cease.

Section 10. Compliance with Applicable Laws

- a. This Order is not intended to require the Insurer to provide any type or form of benefits or any option not otherwise provided by the Plan or Certificate, nor shall this Order require the Insurer to provide for increased benefits not required of the Plan or the Certificate. This Order does not require the Plan or the Insurer to provide benefits to the Alternate Payee that are required to be paid to another alternate payee under another order previously determined to be a qualified domestic relations order.
- b. All benefits payable under the Certificate, other than those payable to [Alternate Payee's Name], shall be payable to [Participant's Name] in such manner and form as he/she may elect in his/her sole and undivided discretion, subject only to Insurer requirements.
- c. [Alternate Payee's Name] is ORDERED AND DECREED to report any retirement payments received on any applicable income tax return. The Insurer is authorized to issue the appropriate Internal Revenue Form for any direct payment made to [Alternate Payee's Name].
- d. While it is anticipated that the Insurer will pay directly to [Alternate Payee's Name] the benefit awarded to him/her, [Participant's Name] is designated a constructive trustee to the extent she/he receives any retirement benefits under the Plan or Certificate that are due to [Alternate Payee's Name] but paid to [Participant's Name]. [Participant's Name] is ORDERED AND DECREED to pay the benefit defined above directly to [Alternate Payee's Name] within three days after receipt by him/her.
- e. When full payment has been made to the Alternate Payee of the benefits assigned to the Alternate Payee under this Agreement, the Insurer will be discharged of its obligations to the Alternate Payee.



Section 11. Reservation of Jurisdiction

The Court reserves jurisdiction to amend this Order or to issue further orders as needed to execute this Order.

IT IS ORDERED:

By the Court _____ Date _____

Participant _____ Date _____

Alternate Payee _____ Date _____

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