



**WILLIAM PENN LIFE INSURANCE  
COMPANY OF NEW YORK**

Attention: Retirement Services  
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**Pension and Group Annuity Contracts  
Procedures For Processing a  
Domestic Relations Order**

William Penn Life Insurance Company of New York (the "insurer") as issuer of a Group Annuity contract will administer all domestic relations orders (hereinafter, "Orders") received with respect to assumed pension plan obligations covered by its group annuity contracts. The Insurer will act in accordance with the following procedures in determining whether an Order constitutes a Qualified Domestic Relations Order (QDRO), with respect to annuity benefits provided under a group annuity contract.

**I. Procedures Upon Receipt of an Order**

**A. The Insurer will:**

1. Promptly notify each person named in the Order (at the address specified in the Order, if applicable), that the Order was received. A copy of these Procedures will be enclosed.
2. Place into a segregated account all (a) payments required by the Order and (b) portions of payments affected by the Order that come due after the Insurer's receipt of the Order. (Accounts that would not be distributable in any event during the period in which these Procedures are applicable do not require separate accounting.)

**B. The Insurer will determine whether:**

1. The Order is Certified;
2. The Order is a judgment, decree, or order (including approval of a property settlement agreement) issued by a court and relating to the provision of child support, alimony payments, or marital property rights to a spouse, former spouse, child, or other dependent of a participant;
3. The Order specifies the name and full mailing address of the participant and each alternate payee, or, if not, that the information is available from Plan or company records;
4. The Order clearly identifies the alternate payee's relationship to the participant (i.e., spouse, former spouse, child or other dependent of the participant);
5. The Order clearly identifies the Plan or Plans affected;
6. Payment pursuant to the Order would neither increase the participant's benefits nor change the terms of the Plan or Annuity Contract;
7. The Order clearly specifies the amount or percentage of the participant's vested benefit to be paid to each alternate payee or the manner in which such amount or percentage is to be determined;
8. The Order clearly specifies the time when payments to any alternate payee are to begin and end; and
9. The Order clearly specifies that it does not assign benefits to the alternate payee that are payable to someone else under a prior QDRO.

**C.** If the Order satisfies the requirements of a QDRO, the Insurer will notify, in writing, all persons named in the Order and any representatives designated in writing by such persons (hereafter, "Interested Parties") that a tentative determination has been made that the Order is a QDRO.

**D.** If it appears the Order is not a QDRO, the Insurer will notify, in writing, all Interested Parties that a tentative determination has been made that the Order is not a QDRO. Such notice will state the reasons for the determination. Alternatively, the Insurer may contact the parties' counsel directly and propose that the order be appropriately amended.

## **II. Procedures Upon Final Determination**

- A. If, within 18 months of receipt of an Order, a final determination is made that the Order (as modified, if applicable) is a QDRO, the Insurer will follow the terms of the QDRO.
- B. If, within 18 months of receipt of an Order, no final determination has been made that the Order is a QDRO, it is determined that the Order is not a QDRO, and the Insurer will notify all Interested Parties in writing of such fact. The Insurer will either authorize distribution of the amounts separately accounted for to the person or persons who would be entitled to receive such amounts in the absence of the Order, or, if such person or persons are not in pay status under the terms of the annuity contract, reactivate the participant's account/retirement benefit. If it is subsequently determined that the Order (as modified, if applicable) is a QDRO, then the QDRO will be applied prospectively only.

## **III. Procedures for Administering Distributions**

- A. Prior to the commencement of annuity payments, in splitting a participant's accrued benefit between the participant and alternate payee pursuant to a QDRO, the vested accrued benefit will be prorated between both parties. The account balance will be actuarially adjusted for early or late commencement in accordance with the Plan or Certificate, using the Alternate Payee's age as of the date the Alternate Payee commences receipt of benefit. Once payments to the Alternate Payee have commenced, no further adjustments shall be made to the amount of the Alternate Payee's payment.
- B. After commencement of annuity payments to the Participant, in splitting a participant's annuity benefit payments between the participant and alternate payee pursuant to a QDRO, the annuity benefit payments will be allocated between both parties as defined in the QDRO. A QDRO requiring a change in the form of annuity payment or change in the identity of the surviving spouse will be determined to not be a QDRO.
- C. A QDRO requiring the distribution to an alternate payee of a specified dollar amount larger than the total amount available in the participant's accrued benefit or scheduled benefit will be determined to not be a QDRO.