



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

**[ - TO BE USED WHEN BENEFIT PAYMENTS HAVE NOT 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 [account balance][accrued benefit][benefit payment] under the Plan determined as of [date].
- b. Payment to the Alternate Payee shall be made in any form provided for by the Certificate (*choose one*):
- An immediate cash lump sum distribution, as soon as administratively possible after the Insurer validates the Order.
  - Any other form of distribution allowed under the Certificate. The Alternate Payee may also choose to defer receipt of his/her payment (describe form and timing of desired distribution here):
- c. The distribution described above  shall  shall not (*check one*) be adjusted by earnings or losses allocable to the account as of \_\_\_\_\_ (*last valuation date or specific date*).
- d. The Alternate Payee  shall  shall not (*check one*) be treated as the Participant's spouse as relates to any Joint and Survivor Annuity issued to the Participant.

## Section 5. Commencement of Payment to Alternate Payee

### [Option 1 - For Use with Separate Interest Approach]

The Alternate Payee may elect to commence receipt of the benefit at any time, but no earlier than the earliest date on which the Participant is able to commence receipt of benefits under the Plan or Certificate, and no later than the earlier of (A) the date the Participant would be required to commence benefits under the terms of the Plan or Certificate or (B) the latest date permitted by Section 401(a)(9) of the Internal Revenue Code.

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.



**[Option 2 - For Use with Shared Payment Approach]**

- a. The form of annuity issued under the Certificate to Participant will be 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. Payment to Alternate Payee will commence when Participant first receives annuity payments under the Certificate. 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.
- 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**

**[Option 1 - For Use with Separate Interest Approach]**

The form of payment to the Alternate Payee shall be in accordance with Section 4 above and, if not a lump sum payment, in one of the available payment options under Certificate as the Alternate Payee shall elect, except for a Joint and Survivor Annuity with a subsequent spouse.

**[Option 2 - For Use with Shared Payment Approach]**

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

**Section 7. Effect of Participant's Death**

**[Option 1 - For Use with Separate Interest Approach]**

The Alternate Payee shall not be treated as the Participant's spouse under the Plan or the Certificate. If the Participant dies before or after the Alternate Payee's benefit has commenced, the Alternate Payee will receive the benefits stated in Section 4.

The remainder of the Participant's accrued benefit will be payable as determined under the Certificate.

**[Option 2 - For Use with Shared Payment Approach]**

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.

If the Alternate Payee dies after benefits awarded by this Order have commenced to be paid, payments will be paid in accordance with the annuity option elected by the Alternate Payee. However, in no event shall benefit payments be made to a survivor of the Alternate Payee under a Joint and Survivor Annuity.



**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 and 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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