



# Spousal Consent

## To Loan, Partial Withdrawal or Complete Withdrawal of Contract

ING Life Insurance and Annuity Company  
 P.O. Box 990063  
 Hartford, CT 06199-0063  
 Telephone: 800-262-3862

If your Plan requires Spousal Consent, this form must be completed in its entirety.

<b>Participant Election</b>	I have requested <input type="checkbox"/> a loan, <input type="checkbox"/> a partial withdrawal, or <input type="checkbox"/> complete withdrawal ( <i>check one</i> ) of my account under the Group Annuity Contract as specified in this form and, as a result of this request for payment, unless one of the following conditions apply ( <i>please check applicable condition</i> ), waive completely or consent to the reduction of benefits otherwise payable in the form of a QPSA and QJSA.		
	<input type="checkbox"/> I am unmarried ( <i>complete Participant Consent Section</i> )  <input type="checkbox"/> My Spouse cannot be located ( <i>complete Participant Consent Section</i> )	<input type="checkbox"/> I am married and Spouse must consent by completing the <b>Spousal Consent</b> ( <i>complete the Participant Consent and Spousal Consent Sections</i> )  <input type="checkbox"/> I am legally separated or abandoned within the meaning of local law ( <i>attach supporting documentation</i> ) ( <i>Complete Participant Consent Section. Spousal Consent is not required unless a pending QDRO provides otherwise.</i> )	
<b>Participant Consent</b>	Participant's Name		Social Security No. <b>(Required)</b>
<i>Required to be completed regardless of marital status.</i>	Employer Name	Billing Group/Plan Number	ID Number
<b>Spousal Consent</b>	<input type="checkbox"/> <b>Consent to Loan</b> - I hereby consent to the loan request made by my Spouse and acknowledge that I understand that this may result in the reduction or elimination of the benefits payable to me under the QPSA or QJSA.  <input type="checkbox"/> <b>Consent to Partial Withdrawal</b> - I hereby consent to a partial payment to my Spouse of the account balance in the Contract under the Plan and acknowledge that I understand that this will result in the reduction of the benefits payable to me under the QPSA or QJSA.  <input type="checkbox"/> <b>Consent to Complete Withdrawal</b> - I hereby consent to the payment of amounts to my Spouse in complete surrender of his/her Contract under the Plan and, in so doing, consent to my Spouse's election to waive the QPSA or QJSA.		
<i>Check one.</i>			
<i>Completed by Spouse</i>			
<i>Requires Notarization or Plan Representative Authorization.</i>			
	Spouse's Name		Social Security No.
	Spouse's Signature		Date ( <i>mm/dd/yyyy</i> )
State of _____ County of _____ on this _____ day of _____, in the year _____, before me, _____ the undersigned officer, personally appeared _____ known to me ( <i>or satisfactorily proven</i> ) to be the person whose name is subscribed to within the instrument and acknowledged that he/she executed the same for the purposes therein contained.  <b>In Witness Whereof, I hereunto set my hand</b>  <div style="display: flex; justify-content: space-around;"> <span>_____ or _____</span> </div> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <span>Notary Public</span> <span>Plan Representative</span> </div>			
<b>Participant's Authorized Signature and Certification</b>	I, the Participant, certify that the above information is completed correctly to the best of my knowledge.		
	Participant's Signature		Date ( <i>mm/dd/yyyy</i> )



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<p><b>About Qualified Pre-Retirement Survivor Annuities (QPSA) &amp; Qualified Joint and Survivor Annuity Notice (QJSA)</b></p>	<p><b>Qualified Pre-Retirement Annuity (QPSA)</b>          If you are married, the law requires that any amount remaining in your Plan Contract be paid to your Surviving Spouse in a certain manner upon your death. This manner of payment is called a "Qualified Pre-Retirement Survivor Annuity" and will provide your Spouse with a series of periodic payments over his or her life. The size of the periodic payments will depend on the amount remaining in your Plan Contract and whether your Plan provides for a 50% - 100% QPSA. You may elect to waive; the requirement that your Surviving Spouse be paid in the form of a Qualified Pre-Retirement Survivor Annuity, and; if applicable, the requirement that your Spouse be your Beneficiary. You may make either or both of these elections beginning with the first day after which you become a Participant in the Plan. Any waiver election you sign before age 35 will become invalid the first day of the Plan year in which you attain age 35. At that time you may again waive the Qualified Pre-Retirement Survivor Annuity and the requirement that your Spouse be your Beneficiary. Your Spouse must consent in writing to either waiver. You have the right to revoke any waiver that you have made at any time. Your Spouse may need to consent to any subsequent change of Beneficiary. Please refer to your Summary Plan Description for more information regarding changing Beneficiaries. If your vested account balance is \$5,000 or less at the time of your death, the Plan Administrator may make a distribution to your Surviving Spouse in a single payment even if you do not waive the Qualified Pre-Retirement Survivor Annuity. Because a Spouse has certain rights under the law, you should inform your Plan Administrator immediately of any changes in your marital status. A change in your marital status may require you to complete a new Designation of Beneficiary form. For more information regarding Pre-Retirement Survivor Annuities, contact your Plan Administrator or Employer.</p> <p><b>Qualified Joint and Survivor Annuity (QJSA)</b>          The Retirement Equity Act of 1984 (REA) requires that qualified retirement Plans distribute benefits to married Participants in the form of a Qualified Joint and Survivor Annuity (QJSA), unless the Participant elects to waive this form of benefit and the Participant's Spouse consents in writing to the election. The QJSA provides an annuity for the lives of you and your Spouse. At your death, at least 50% of the payment will continue to your Spouse. An election to waive the QJSA form of benefit will have different effects depending upon whether you elect another form of annuity or a single sum payment. One effect may be that no benefit will be payable to your Spouse should your Spouse survive you. You have a right to waive the QJSA form of benefit at any time provided that (1) you make the election within the 180-day period before the date on which your benefits are to begin, and (2) your Spouse consents to your election. Your Spouse's consent must be in writing and must be witnessed by a notary public. You may revoke your waiver of the QJSA at any time before your benefits begin. Spousal Consent of this revocation is not necessary. If you revoke your election, your benefits under the Plan will be paid in the form of a QJSA.</p>
<p><b>Participant Election</b></p>	<p>I acknowledge that I have received and read the description of the Qualified Pre-Retirement Survivor Annuity (QPSA). I understand that in the event of my death, the QPSA would provide a monthly payment for life to my Spouse, unless I waive this benefit and my Spouse consents to this waiver. I acknowledge that I have received and read the description of the Qualified Joint and Survivor Annuity (QJSA). I understand that the QJSA would provide a monthly benefit to me and, if I should die before my Spouse, a monthly benefit to my Surviving Spouse equal to at least 50% of my monthly benefit paid.</p> <p>I understand that if I receive a loan and the outstanding loan balance is not repaid prior to my death, the value of benefits payable to my Spouse under the QPSA will be reduced or eliminated by the amount of the outstanding balance of the loan. I understand that if the outstanding loan balance is not repaid at the time of my retirement, the benefits payable under the QJSA will be reduced or eliminated. I also understand that once a loan has been made and paid to me, my election to waive QPSA and QJSA is irrevocable with respect to the value of amounts loaned but not paid. If a loan is being requested, I hereby request a loan as specified in the loan agreement form and, as a result of this loan, waive completely or consent to the reduction of benefits otherwise payable in the form of a QPSA and QJSA.</p> <p>I understand that if I receive a payment (<i>other than a joint and survivor annuity</i>) as a complete or partial withdrawal of my account under the Group Annuity Contract, the value of benefits payable to my Spouse both under a QPSA and a QJSA will be reduced or eliminated. I understand that once payment representing a complete or partial withdrawal of my account under the Group Annuity Contract balance has been made my election to waive QPSA and QJSA is irrevocable with respect to the value of amounts paid pursuant to my withdrawal request.</p>
<p><b>Spousal Acknowledgement</b></p>	<p>I understand that my Spouse has applied for a loan, partial withdrawal, or complete withdrawal of his/her Contract under the Group Annuity Contract funding his/her Plan benefits. I certify that I have been furnished with all information that I may have requested as to the economic effect of my consent as provided in this form.</p>
<p><b>Pre-Retirement Survivor Annuity</b></p>	<p>Unless my Spouse elects to waive the Qualified Pre-Retirement Survivor Annuity (QPSA) and I consent to the waiver, I understand that the Plan in which my Spouse participates would automatically provide me with a monthly annuity for life in the event that my Spouse predeceases me.</p>
<p><b>Qualified Joint and Survivor Annuity</b></p>	<p>In addition, it is my understanding that at retirement, the Plan would provide a Qualified Joint and Survivor Annuity (QJSA) to my Spouse and me unless my Spouse, with my consent, elects to waive that form of benefit. The QJSA would provide a monthly benefit for the joint life of my Spouse and me and, at the death of my Spouse, a monthly benefit to me equal to at least 50% of my Spouse's monthly benefit.</p>
<p><b>Effect of a Withdrawal</b></p>	<p>If my Spouse receives a partial withdrawal of his/her vested account balance under the Plan, the value of benefits payable to me under a QPSA or a QJSA will be reduced. If my Spouse receives a payment of his/her entire vested account balance under the Plan, I understand that I will not receive benefits in the form of a QPSA or a QJSA. If my Spouse receives a loan under the Plan and the loan is not repaid prior to my Spouse's death, the value of benefits payable to me under a QPSA or a QJSA will be reduced or eliminated by the amount of the outstanding balance of the loan. If the loan is not repaid at the time of my Spouse's retirement, the benefits payable under the QJSA will be reduced or eliminated.</p>