



TELUS Health

Qualified Domestic Relations Order (QDRO) Model Orders

Instructions for the Model Domestic Relations Order

The enclosed Model Domestic Relations Order is divided into several sections with each part requiring specific information or decisions to be agreed upon by the Parties. The following are instructions to assist the Parties with the completion of the Model Order. If you have questions regarding QDRO Administration, please contact the QDRO Administrator at **866-272-6303**.

Preamble

The initial section on the first page of the Model Order must be completed according to the format used by the court entering the Order. Please be certain to indicate the name of the Plan, the name of the state or commonwealth under whose laws the Order directs payment as well as whether the Order is for child support, alimony payments and/or marital property rights.

Section (1) - Participant Information

Provide the full legal name, date of birth, social security number and last known mailing address of the Participant.

Section (2) - Alternate Payee Information

Provide the full legal name, date of birth, social security number and current mailing address of the Alternate Payee.

Section (3) - Allocation of Benefits

Check **one** box to indicate the percentage or specific dollar amount of the Participant's available vested account balance as of a specific past date or as of the date assets are to be transferred to the Alternate Payee's separate account. If awarding a benefit as of a prior allocation date, choose whether earnings and losses will apply.

If the division of benefits is in the form of a percentage of a vested account balance, the Order should indicate whether any outstanding loan balance is to be included or excluded in determining the amount that is subject to division.

Section (4) - Method of Payment

The Plan Recordkeeper will establish a separate account for the benefit of the Alternate Payee. The value of securities withdrawn from the Participant's vested account balance shall be based on the daily price on the day the moneys are actually removed from the Participant's account. The QDRO allocated portion will be taken proportionately from all sources and investment funds for which the Participant has a vested account balance. The Alternate Payee's account will be invested according to the table in this section. Once the separate account has been established, the Alternate Payee will be entitled to perform investment transfers in accordance with Plan provisions.

Section (5) - Commencement and Form of Benefits

This section states that once the separate account has been established, the Alternate Payee may be entitled to receive a distribution under the terms of the Plan or may be entitled to remain in the Plan, depending on the terms of the Plan. If the Alternate Payee remains in the Plan, the Alternate Payee will be entitled to move assets among investment options in accordance with Plan provisions. Do not omit this section of the Order.

Section (6) – Understandings and Conditions

This section provides specific information about plan administration as well as confirmation by the parties that no prior order exists with respect to the assigned portion of the Participant's benefits under the Plan. Do not omit this section of the Order.

Signature Page

Once the parties have agreed upon the division of benefits, the completed document should be submitted as a Draft Order to the QDRO Administrator for determination of the qualified status of the Order before submitting it to the Court for execution. Following this pre-approval the parties can submit the Order to the Court to obtain the Judge's signature. Local courts may require the Participant's and Alternate Payee's signature.

A Court-certified copy of the completed Domestic Relations Order must be returned in its entirety to the following:

Fax:

844-886-8539

Email:

qdroprocessing@telushealth.com

Or by mail to:

TELUS Health QDRO Administration

P.O. Box 534277

St. Petersburg, FL 33747

(Court)

In the Matter of the Marriage of:

and

Case Number: _____

Domestic Relations Order

This Order creates and recognizes the existence of the Alternate Payee's right to receive a portion of the Participant's benefit under the defined contribution plan known as the _____ (hereafter referred to as the "Plan"). This Order is entered pursuant to the authority granted under the applicable domestic relations laws or community property laws of the State of _____.

This Order relates to the provision of:

- ☐ Alimony Payments
- ☐ Marital Property Rights

Section (1) Participant Information:

Name, (Date of Birth and Social Security Number to be provided in the addendum)

Last Known Mailing Address (Street, City, State and Postal Zip Code)

The Participant is an employee or former employee of the Employer and has a vested benefit under the Plan.

Section (2) Alternate Payee Information:

Name, (Date of Birth and Social Security Number to be provided in the addendum)

Current Mailing Address (Street, City, State and Postal Zip Code)

An Alternate Payee is a spouse, former spouse, child or other dependent of the Participant.

Section (3) Allocation of Benefits:

This Order allocates the following benefit to the Alternate Payee:

Note: If the allocation date is a non-business day, the next business day will be used.

☐ The Alternate Payee is hereby assigned _____% or \$_____ of the Participant's vested Plan account accumulated under the Plan as of _____ (Allocation Date).

OR

☐ The Alternate Payee is hereby assigned _____% or \$_____ of the current market value of the savings plan vested account balance.

Investment Earnings and Losses:

☐ The assigned amount **shall be** adjusted for earnings and losses attributable to the amount assigned from the allocation date to the date of transfer to the Alternate Payee.

OR

☐ The assigned amount **shall not** be adjusted for earnings and losses attributable to the amount assigned from the allocation date to the date of transfer to the Alternate Payee.

Loans:

☐ Outstanding loan balances on the allocation date shall be **excluded** when determining the Alternate Payee's allocated benefit.

OR

☐ Outstanding loan balances on the allocation date shall be **included** when determining the Alternate Payee's allocated benefit.

Fees: (If applicable)

All fees charged by the Plan Administrator for processing this Order shall be (Select one)

☐ Allocated to the portion of the Participant's Plan account retained by the Participant.

OR

☐ Allocated to the portion of the Participant's Plan account awarded to the Alternate Payee.

OR

☐ Allocated _____% to the portion of the Participant's Plan account retained by the Participant and _____% to the portion of the Participant's Plan account awarded to the Alternate Payee.

Note: If the Order is awarding 100% of the account balance to the Alternate Payee, the fees must also be allocated 100% to the portion of the account awarded to the Alternate Payee.

Section (4) Method of Payment:

After the expiration of the 30-day appeal period or receipt of the properly completed Waiver of Appeal Period form, the Plan Record Keeper will establish a separate account for the exclusive benefit of the Alternate Payee. The value of the securities allocated from the Participant's account will be based on the daily price at the close of business on the day the moneys are actually transferred from the Participant's account to the Alternate Payee's separate account. The Alternate Payee's allocated portion will be taken proportionately from all sources and investment funds for which the Participant has a vested balance and will be invested:

☐ The Alternate Payee's allocated funds will be taken proportionately from all available funds in which the Participant has a vested account balance. Once the separate account is established for the Alternate Payee, his/her funds will be invested in the same investment funds as the Participant's and will be subject to market fluctuations until such time that the Alternate Payee accesses the account and makes investment elections and/or withdraws the funds.

OR

☐ The Alternate Payee's allocated funds will be taken proportionately from all available funds in which the Participant has a vested account balance. Once the separate account is established for the Alternate Payee, his/her funds will be invested in a Guaranteed / Money Market account until such time that the Alternate Payee accesses the account and makes investment elections and/or withdraws the funds.

Note: From the date the assigned portion is transferred to the Alternate Payee's separate account the date of distribution, applicable investment earnings and losses will be applied.

Section (5) Commencement and Form of Benefits:

The Alternate Payee is permitted to take a distribution under the terms of the Plan and may elect to receive a distribution as soon as administratively practicable after the separate account is established. It is understood that there may be additional forms (i.e., tax election, method of distribution) as required by the Plan to be completed by the Alternate Payee before the Plan's issuance of any payment.

If the Alternate Payee chooses not to receive an immediate distribution, the Alternate Payee will be permitted to perform investment option changes pursuant to Plan provisions.

(6) Understandings and Conditions *(Include with model Domestic Relations Order)*

6.1 Federal Tax Treatment - For purposes of Section 402(a)(1) of the Code, an Alternate Payee who is a spouse or former spouse of the Participant shall be treated as the distributee for any distribution relating to the division of marital property or alimony under the terms of an Order. As such, the Alternate Payee will be required to pay the appropriate Federal Income Tax on such distributions. Any tax basis of any distribution to the Alternate Payee shall be on a proportionate basis pursuant to Section 72(m)(10) of the Code. This paragraph is not intended to constitute legal or tax advice. Parties are encouraged to consult with legal and tax advisors with respect to these issues.

6.2 Incorrect Payments - In the event the Plan incorrectly pays to the Participant or the Alternate Payee any benefits that are the property of the other party pursuant to the terms of this Order, such party shall immediately reimburse such payments directly to the Plan to allow the Plan to correct the error.

6.3 Name and Address - The Participant and the Alternate Payee must advise the QDRO Administrator, the Plan Recordkeeper and the Plan Administrator of any changes in their mailing address or legal name as set forth in the Order.

6.4 Notice of Prior Order - It is the responsibility of the Alternate Payee and Participant to advise the QDRO Administrator, before the determination of the "qualified status" of the Order, if any prior Orders exist which purport to dispose of or assign the benefits described in the Order.

6.5 Terms - Terms used in the Order shall have the same meaning as in the Plan unless the Order specifically provides otherwise.

6.6 Savings Clause - This Order is not intended, and shall not be construed in such a manner as to require the Plan: (a) to provide any type or form of benefit option not otherwise provided under the terms of the Plan; (b) to require the Plan to provide increased benefits determined under the terms of the Plan; (c) to require the payment

of any benefits to the Alternate Payee which are required to be paid to another Alternate Payee under another Order which was previously deemed to be a QDRO.

6.7 Plan Name Changes - Any Order shall be deemed applicable to the Plan designated in that Order and to any successor employer Plan or any other Plan to which liability for payment of the benefit may be transferred. Changes in the Plan Sponsor, Plan Administrator or name of the Plan shall not affect the terms of the Order.

6.8 Death of the Alternate Payee - To the extent permitted by the Plan and Code Section 414(p), the Alternate Payee may designate a beneficiary to receive payment of the Alternate Payee's remaining interest in the Plan, if any, upon the Alternate Payee's death; provided, however, that once the Alternate Payee's interest has commenced to be paid to the Alternate Payee, the form of benefit elected by the Alternate Payee shall determine whether any amounts are owed upon the Alternate Payee's death. Any such beneficiary designation shall be made without regard to any designation by the Participant of a beneficiary with respect to the Participant's interest in the Plan. If the Alternate Payee fails to properly designate a beneficiary under the Plan, the Alternate Payee's benefit, to the extent provided above, shall be paid in accordance with Plan provisions as if the Alternate Payee was an unmarried Plan Participant at the time of death.

6.9 Death of the Participant - Should the Participant predecease the Alternate Payee before the QDRO distribution is made, such Participant's death shall not affect the Alternate Payee's rights to receive his/her assigned portion of the benefits as set forth herein.

6.10 Actions By Participant - The Participant shall not take any actions, affirmative or otherwise, that can circumvent the terms and provisions of this Qualified Domestic Relations Order, or that could diminish or extinguish the rights and entitlements of the Alternate Payee as set forth herein. Should the Participant take any action or inaction to the detriment of the Alternate Payee, he/she shall be required to make sufficient payments **directly** to the Alternate Payee to the extent necessary to neutralize the effects of his/her actions or inactions and to the extent of his/her full entitlements hereunder.

6.11 Continued Jurisdiction - The Court shall retain jurisdiction with respect to this Order to the extent required to maintain its qualified status. The Court shall also retain jurisdiction to enter such further orders as are necessary to enforce the assignment of benefits to Alternate Payee as set forth herein.

6.12 Remarriage - The subsequent remarriage of either party shall not affect the allocation of benefits as described in the Order unless otherwise stated in the Order.

6.13 Marital Status - The Participant is responsible to update his or her marital status with the Plan Administrator.

IT IS SO ORDERED This _____ Day of _____, 20_____.

Judge of the _____ Court

Judge (Print Name)

Signature of the Judge

Attorney for Participant:

Attorney for Alternate Payee:

Signature

Signature

Date

Date

Print Name & Mailing Address:

Print Name & Mailing Address:

Telephone Number:
(_____)_____

Telephone Number:
(_____)_____

NOTE: If any party is not represented by legal counsel, the QDRO Administrator suggests the party sign this Order in place of his or her legal representative(s)

ADDENDUM TO QUALIFIED DOMESTIC RELATIONS ORDER

For Submission to Plan Administrator ONLY

**Do not file this Addendum with the court when you file the
Qualified Domestic Relations Order**

Participant's Information	Alternate Payee's Information
Name: Address: SSN: Date of Birth: Email Address:	Name: Address: SSN: Date of Birth: Email Address:
Participant Attorney's Information	Alternate Payee's Attorney's Information
Name: Address: Email Address:	Name: Address: Email Address:
QDRO Writing Agency	Other
Name: Address: Email Address:	Name: Address: Email Address: