

Section C: Member beneficiary and option restrictions

5. Pursuant to the court order, is the AP/former RDP designated as beneficiary **before** retirement?
If the AP/former RDP is not designated as a pre-retirement beneficiary and the member dies pre-retirement, the AP/former RDP will receive no benefits of any kind.
- Yes, the AP/former RDP is designated as sole pre-retirement beneficiary.
 - Yes, the AP/former RDP is designated as sole pre-retirement beneficiary provided at the time of death the member has no surviving spouse or other former spouse awarded pre-retirement death benefits. If the member does have a surviving spouse or other former spouse awarded pre-retirement benefits, the amount designated to the AP/former RDP is (Choose one.)
 - _____ %
 - 100% of the married time ratio as indicated in 1(c)
 - the final married time award percentage derived from 1(c)
6. Is the member required to designate the AP/former RDP as beneficiary **upon** retirement?
- Yes, the AP/former RDP is designated as sole beneficiary.
 - Yes, the AP/former RDP is designated as primary beneficiary with the balance payable to the member's designated secondary beneficiary. If a valid designation is not on file, the remainder benefit will be paid to the member's surviving spouse, if any, otherwise to the member's estate.
The amount designated to the AP/former RDP is: (Choose one.)
 - _____ %
 - 100% of the married time ratio as indicated in 1(c)
 - the final married time award percentage derived from 1(c)

If either (a) or (b) is selected above, the member:

- is required to retire under benefit option _____.
- is required to retire under a joint and survivorship option of the member's choosing.

If an option restriction is not provided above, the member may select any retirement option, including an option that does not provide death benefits.

If the AP/former RDP dies before the member's retirement, any required beneficiary or retirement option restriction is lifted.

Section D: Pre-Retired Death of member

If the member dies before the AP/former RDP and before retirement and the AP/former RDP is a pre-retirement beneficiary in (5) above:

The AP/former RDP will receive death benefits per the parameters set forth in Section C(5).

If the member dies before the AP/former RDP and before retirement and the AP/former RDP is not a pre-retirement beneficiary:

The AP/former RDP receives no benefits of any kind.

Section E: Post-Retired Death of member

If the member dies after retirement and the AP/former RDP is receiving Deduction benefits and the AP/former RDP is a beneficiary:

The AP/former RDP will receive a beneficiary benefit per the parameters set forth in Section C(6) and the AP's/former RDP's divorce/dissolution benefit will end.

If the member dies after retirement and the AP/former RDP is receiving Deduction benefits and the AP/former RDP is not a beneficiary:

The AP/former RDP does not receive beneficiary benefits and the AP's/former RDP's divorce/dissolution benefit ends as the deceased member can no longer fulfill the requirement of paying the taxes on the AP/former RDP benefit. The member's retirement beneficiary will receive 100% of the beneficiary benefits (if any).

EXHIBIT _____

Section F: Death of Alternate Payee/former RDP

If the AP/former RDP dies *before* the member *and* before retirement*:

- The AP's/former RDP's divorce/dissolution award reverts to the member. The member will receive 100% of PERS benefits.
- or**
- The AP's/former RDP's divorce/dissolution award benefit **will be paid as a Deduction** from the member's benefit when the member retires. The benefit will be paid to the AP's/former RDP's surviving spouse. (If at the time of the AP's/former RDP's death, the AP/former RDP does not have a surviving spouse, the divorce/dissolution award reverts to the member.)

If the AP's/former RDP's surviving spouse is to receive benefits as the AP's/former RDP's pre-retirement beneficiary, and the AP's/former RDP's surviving spouse dies prior to when benefits are payable or prior to all benefits being paid out*:

- The benefits revert to the member.
- or**
- The benefits are paid to the AP's/former RDP's surviving spouse's estate.

If the member dies before retirement:

No divorce/dissolution award benefit is payable. The member's pre-retirement beneficiary will receive 100% of the member's pre-retirement death benefits (if any).

If the member dies after retirement:

The AP's/former RDP's divorce/dissolution award ends as the deceased member can no longer fulfill the requirement of paying the taxes on the divorce/dissolution awarded benefit. The member's beneficiary will receive 100% of the beneficiary benefits (if any).

If the AP/former RDP dies *before* the member but *after* the AP/former RDP begins receiving Deduction benefits from the member's retirement*:

- The AP's/former RDP's divorce/dissolution award reverts to the member. The member will receive 100% of PERS benefits.
- or**
- The AP's/former RDP's divorce/dissolution award benefit continues as a Deduction from the member's benefit and is to be paid according to the last Designation of Beneficiary form filed by the AP/former RDP, if valid. If the AP/former RDP doesn't have a valid Designation of Beneficiary on file, the benefit will be paid to the AP's/former RDP's estate. **When the member dies:**

The AP's/former RDP's divorce/dissolution benefit ends as the deceased member can no longer fulfill the requirement of paying the taxes on the AP/former RDP benefit. The member's beneficiary will receive 100% of the beneficiary benefits (if any).

*The AP's/former RDP's divorce/dissolution benefit will continue unless a selection to end the benefit is made.

Additional Information

Members and APs/former RDPs must track awards that have an end date or dollar limitation. They must notify PERS 60 days before the award end date or dollar limitation.

If the member elected a survivorship option, all benefits end upon the death of the member and the member's primary beneficiary.

Cost-of-living adjustments, or any other retirement allowance increases provided to the member, shall increase the amount paid to the AP/former RDP of the member in the same proportion with the exception of monthly dollar amount awards. A monthly dollar amount award is set and does not receive increases.

EXHIBIT _____