

**Employee Benefit Plan
Joint and Survivor
(Worksheet Number 3 – Determination of Qualification)**

INSTRUCTIONS – All items must be completed. A “Yes” answer generally indicates a favorable conclusion is warranted while a “No” answer indicates a problem exists. Please use the space on the worksheet to explain any “No” answer. See Publication 6391, Explanation Number 3, for guidance in completing this form.

The technical principles in this worksheet may be changed by future regulations or guidelines

Name of Plan

I. APPLICABILITY

Plan Reference

Yes

No

N/A

a. Is the plan a defined contribution plan (other than a money purchase or target benefit plan) that provides that the surviving spouse or, if the surviving spouse consents, a designated beneficiary, shall upon the participant’s death receive the full nonforfeitable accrued benefit of the participant? (If “Yes,” answer (b); if “No,” go to II.) [350]

b. Is this a plan that:

(i) offers benefits in the form of a life annuity, or [351]

(ii) is a transferee of benefits from a plan subject to sections 401(a)(11), and 417, or [352]

(iii) offsets benefits under a defined benefit plan? [353]

(If the answer to b.(i), (ii), or (iii) is “Yes,” see Explanations and go to II; if “No,” do not complete the rest of this worksheet.)

II. JOINT AND SURVIVOR BENEFITS

a. Does the plan provide for the payment of benefits in the form of a qualified joint and survivor annuity (QJSA) in the case of a vested participant who survives until the annuity starting date? [354]

b. If the plan provides for disability benefits that are not auxiliary benefits, does the plan treat the first day of the first period for which these benefits are to be paid as the annuity starting date? [355]

c. Is the QJSA under the plan an annuity that commences immediately? [356]

d. Is the QJSA for a married participant at least as valuable as any other optional form of benefit payable under the plan at the same time? [357]

e. If the plan provides for two or more actuarially equivalent annuities that satisfy the requirements for a QJSA, does it specify which is the automatic form? [358]

f. Is the participant allowed to receive a QJSA distribution at earliest requirement age under the plan? [359]

g. Does the plan provide that the participant can elect during the applicable election period not to take a QJSA only with the spouse’s consent to a specific beneficiary and a particular optional form of benefit? [360, 361]

h. Does the plan provide that a participant who is to receive a QJSA may elect, with spousal consent, not to take the QJSA and may revoke the election, or choose again to take the QJSA, at any time and any number of times within the applicable election period? [362]

II. JOINT AND SURVIVOR BENEFITS—Continued	Plan Reference	Yes	No	N/A
i. Does the plan provide an automatic QJSA to a participant who is married on the annuity starting date, regardless of whether married throughout the one-year period ending on the annuity starting date? [363, 364]				
j. Is the plan a defined benefit plan that provides for the election of retroactive annuity starting date? [365]				
III. PRERETIREMENT SURVIVOR ANNUITIES				
a. Does the plan provide the surviving spouse of a vested participant who dies before the annuity starting date with a qualified preretirement survivor annuity (QPSA)? [366]				
b. Is the amount of the QPSA correctly defined -				
(i) in the case of a defined benefit plan? [367, 368]				
(ii) in the case of a defined contribution plan? [369]				
c. Does the plan provide that the surviving spouse can begin receiving the QPSA -				
(i) in a defined benefit plan, no later than the month the participant would have attained earliest retirement age (<i>or within a reasonable time after death, if later</i>)? [370]				
(ii) in a defined contribution plan, within a reasonable time after the participant's death? [371]				
d. In a defined benefit plan that allows the QPSA to be paid earlier or later than the time described in III.c.(i) does the plan make actuarial adjustments to reflect the early or delayed payment? [372]				
e. In a defined benefit plan that charges the participant for the cost of the QPSA, is the charge inapplicable prior to the later of the time the participant can waive the QPSA or when the participant is given notice of the right to waive the QPSA? [373]				
f. Does the plan provide that the participant can elect during the applicable election period to waive the QPSA only with spousal consent to a specific nonspouse beneficiary? [374, 375]				
g. Does the plan provide that a participant may revoke a waiver of the QPSA at any time and any number of times during the applicable election period? [376]				
h. Does the plan limit any marriage requirement for the QPSA to no more than one year before the participant's death? [377]				
IV. SPOUSAL CONSENTS AND PLAN LOANS				
a. Does the plan require the consent of the spouse (or surviving spouse) to any distribution in any form other than a QJSA (or QPSA), except where the present value of the nonforfeitable benefit does not exceed \$5,000? [378]				
b. Does the plan require the consent of the surviving spouse to the distribution of a QPSA while it is immediately distributable, except where the present value of the nonforfeitable benefit does not exceed \$5,000? [379]				
c. If the plan provides for participant loans, does it require spousal consent to the use of the accrued benefit as security for the loan? [380]				