

Here you will find ING's privacy promise and other legal information relevant to your employer's plan. Please read the material carefully before you save and invest.

SECTION FIVE

Legal Information

ING'S PRIVACY PROMISE

The ING companies in the U.S. take your privacy very seriously. We share a commitment to protect your privacy and the confidentiality of your personal and financial information.

As providers of products and services that involve compiling personal – and sometimes, sensitive – information, protecting the confidentiality of that information has been, and will continue to be, a top priority throughout the ING companies. We believe that you should know about the information we collect, the measures we take to safeguard it, and the situations in which we might share information with select business partners. This notice explains how the ING companies handle – and protect – the personal information we collect. “ING companies” or “ING company” refers to the ING businesses in the U.S. listed at the end of this notice.

The information we collect and the extent to which we use it will vary depending on the product or service involved. In fact, in certain cases, we may not collect or share some of the types of information noted below. For example, in a number of cases an ING company has an agreement with distributors or plan sponsors that limits the sharing of information about its customers with any other company, even if that company is an ING affiliate. These agreements continue to be honored.

Our privacy promise derives from basic principles of trust, ethics and integrity:

1. We collect only the customer information necessary to consistently deliver responsive products and services.

The ING companies collect information that helps serve your financial needs; provide high standards of customer service; develop and offer new products or services for our customers and potential customers; and fulfill legal and regulatory requirements. The information collected generally varies depending on the products or services you request and may include:

- Information provided on applications and related form – for example, name, address, Social Security number, and annual income.
- Responses from your employer, benefit plan sponsor, or association regarding any group products we may provide – for example, name, age, address, and Social Security number.
- Third-party reports, such as consumer credit history, motor vehicle records, demographic and/or medical information, if relevant to your product or service.
- Information about your relationships with us, such as products or services purchased, and account balances (if applicable), which we may obtain in writing, during telephone or Internet transactions or from data gathering software used when you are accessing ING Web sites.

2. We maintain safeguards to ensure information security.

We have implemented security standards and processes – including physical, electronic and procedural safeguards – to ensure that access to customer information is limited to employees, registered representatives or agents who may need it to do their job. They are required to respect the confidentiality of all customer information.

3. We limit how, and with whom, we share customer information.

First and foremost, we do not sell lists of our customers, nor do we disclose customer information to marketing companies outside the ING companies, with the exception of companies we may hire to provide specific services for us, as described below.

Under no circumstances do we share medical information for marketing purposes.

We will share customer information only for the following reasons:

When you have requested a life insurance product, the ING life insurance companies may use a common application to avoid multiple medical tests; in this way, the information you provide and authorize us to obtain may subsequently be used by one or all of these companies as necessary to determine – and offer to you – the product most appropriate for your needs.

We may be required by law or regulation to disclose information to third parties – for example, in response to a subpoena, to prevent fraud, and to comply with rules

ING'S PRIVACY PROMISE

of, or inquiries from, industry regulators.

In some cases, we may share information we collect — for example, name, address, age, and Social Security number — with other ING businesses such as our securities broker-dealers, our insurance companies and agencies, or our banks to process or service a transaction you have requested, to facilitate enhanced customer services, or to inform you of ING products or services you may find useful. In a few cases, an ING business not listed in this notice may have a privacy policy that differs from the one stated in this notice. If that is the case, you will receive a separate privacy notice from that ING business if you are a customer. The agent or registered representative with whom you work to obtain ING financial products and services may use the personal information about you in his or her own files to advise you of other products or to help you with your overall financial strategy.

Except for reinsurance transactions with an affiliated company, an ING company will not share information about you with another ING company that may be used to make insurance underwriting or lending decisions about you, unless you direct us to or unless we tell you first and give you a chance to say no.

Furthermore, as permitted by federal and state laws, we may share or exchange information

with companies engaged to work with us, such as:

- Third-party administrators and vendors hired to effect, administer or enforce a transaction that you request or authorize; to develop or maintain software; or to perform marketing research.
- Financial services entities, such as banks, credit unions, credit union service corporations, insurance companies, or securities broker-dealers, with which we have joint marketing agreements; and vendors who provide us with demographic information to develop marketing plans. The information we may share is described in section 1.
- Reputable consumer reporting agencies in connection with your application or renewal of insurance coverage.

Other than what is described previously, we won't share information about you with third parties to market products to you, unless we tell you about it first, and give you a chance to say no.

We uphold these privacy principles throughout the ING companies and with our business partners. Companies with which we share customer information are required to maintain the confidentiality of that information.

We will reaffirm this policy annually in writing, as long as you maintain an ongoing relationship with any of the ING companies. While this policy may change from time to time, you can always review our current policy online at www.ing-usa.com.

Following is a list of the ING companies that this notice applies to, as of May 1, 2002:

Aeltus Investment Management, Inc.
Aeltus Trust Company
Ameribest Life Insurance Company
Branson Insurance Agency, Inc.
Directed Services, Inc.
Equitable Life Insurance Company of Iowa
Golden American Life Insurance Company
ING America Equities, Inc.
ING America Insurance Holdings, Inc.
ING Capital Corporation, LLC
ING Financial Advisers, LLC
ING Funds Distributor, Inc.
ING Funds Services Company LLC
ING Insurance Company of America
ING Investments, LLC
ING Life Insurance and Annuity Company
ING National Trust
ING Re Underwriters, Inc.
Life Insurance Company of Georgia
Midwestern United Life Insurance Company
Northern Life Insurance Company
ReliaStar Financial Corp.
ReliaStar Life Insurance Company
ReliaStar Life Insurance Company of New York
Security-Connecticut Life Insurance Company
Security Life Assignment Corporation
Security Life of Denver Insurance Company
Southland Life Insurance Company
Systematized Benefits Administrators, Inc.
United Life & Annuity Insurance Company
United Variable Services, Inc.
USG Annuity & Life Company

In this notice of our Privacy Promise, the words "you" and "customer" are used to mean any individual who obtains or has obtained a financial product or service from an ING company that is to be used primarily for personal, family or household purposes.

PARTICIPANT INFORMATION

ING MAP V

Allocated Group Annuity or Funding Agreement

C02-0417-003R
S.P.MV.5 (05/02)

NOW IS THE TIME TO START SAVING FOR RETIREMENT!

The ING Multiple Asset Portfolio Five (MAP V) product uses a contract between the "contract holder" (generally the plan trustees) and ING Life Insurance and Annuity Company (the Company, we, us, our). Under federal tax law, your employer may take tax deductions for contributions to a qualified plan and, if your plan allows, you may contribute to that same plan on a pre- or post-tax basis.

The primary purpose of the contract is to provide for the accumulation of contributions - under the terms of your employer's plan - that will result in retirement income for you and other plan participants. Under the contract, contributions can be invested in a variety of different investment options.

The MAP V contract may be issued as either a group annuity or as a funding agreement, depending upon where the contract is delivered to the contract holder. Funding Agreements are issued in Maryland, Pennsylvania and Texas while a group annuity is issued in all other jurisdictions. See "Payment Provisions" and "Payment Options" for the actual differences between the two contracts.

You will receive periodic statements that provide confirmation of account transactions such as contributions made. As described in your enrollment kit, you will also have access to your account information through ING Access, our easy to use voice response unit, and through our online capabilities on the Internet.

MAP V is not just a vehicle for accumulating and investing plan contributions; it is also a contract that allows you to receive benefits at retirement. Therefore, when you retire and your employer's plan allows you to take your retirement benefit in the form of a periodic payment option, the

investment of contributions and the payment of benefits are available under the same contract.

This booklet contains a summary of the key provisions of the contract and is intended to be used for an allocated defined contribution pension or profit sharing plan that your employer sponsors under Internal Revenue Code (the Code) Section 401 of the federal tax laws. Your retirement benefits are governed exclusively by the provisions of your plan and not by the contract that we deliver to the contract holder.

In the event of a conflict between this information booklet and the contract, the terms of the contract will prevail.

ABOUT THE COMPANY

The Company issues the contract described in this booklet and provides administrative services. We are a stock life insurance company organized under the insurance laws of the State of Connecticut in 1976 and an indirect wholly-owned subsidiary of ING Groep N.V., a global financial institution active in the fields of insurance, banking and asset management. Prior to May 1, 2002, the Company was known as Aetna Life Insurance and Annuity Company. Securities are distributed through and financial planning is offered by ING Financial Advisers, LLC (member SIPC), and other companies with which ING has selling agreements.

ACCUMULATION AND INCOME PHASES

Two periods of time are important to consider when planning for retirement. During the **accumulation phase**, plan contributions are made by you (the participant) and/or your employer. These contributions are allocated to the investment options selected by the contract holder for your plan to provide future retirement income for you. If allowed by your plan, you will be able

to select the investment options for your participant account under the contract. We maintain multiple source accounts for crediting select types of employer and employee contributions and to accommodate rollovers from other retirement plans and Individual Retirement Accounts or Annuities (IRAs).

The accumulation phase may end when you have a change in status that results in a benefit payment (because of retirement, for example). At this point, the amounts accumulated for you can be used to provide income payments. During this **income phase**, you, as the "annuitant", can receive periodic retirement benefit payments based on your life expectancy or a specified period of time, as permitted under your employer's plan and contract.

THE MAP V VARIABLE FUND INVESTMENT OPTIONS

MAP V offers a variety of variable fund investment options in the contract. Each investment option includes a different investment objective and the specific options are described separately in the fund one-page summaries included in your enrollment kit. At our discretion, we may add, restrict, or withdraw the availability of any such investment options in the future.

How the Variable Fund Investment Options Work

These investment options fluctuate in value and involve investment risks. The value of the fund shares may increase or decrease, which will affect the value of your participant account.

When contributions are allocated to a variable investment option, shares of that fund are purchased by the Company and held in a pooled separate account. The separate account actually holds the fund shares. Your account

under the contract holds units of participation in the separate account.

At the end of each day that the New York Stock Exchange is open, a net asset value per share of each fund is determined (based on the value of each fund's securities, cash and other assets, less any liabilities, divided by the number of shares outstanding). The separate account unit value of the fund is then derived by multiplying the last unit value by the current net investment factor. The net investment factor takes into account the difference in net assets in the beginning and at the end of the period being valued, taxes (or provisions for taxes, if any), and the Daily Asset Charge. See "Deduction for Daily Asset Charge" for more details.

Each variable fund pays an investment advisory fee to its investment advisor. Also, some funds may assess other administrative expenses. These fees and other expenses are deducted when a fund calculates its net asset value. For general information about the investment advisory fees and other fund expenses, refer to the applicable fund one-page summaries.

If you would like more information about these options, you may request a prospectus for each variable fund from your employer or plan administrator or by calling the ING Access number that will be provided to you. The prospectus provides a complete explanation of each variable investment option.

THE MAP V CREDITED INTEREST OPTIONS

In addition to the variable investment options, MAP V also offers two credited interest options. The Company's claims-paying ability should be taken into consideration in evaluating interest rate guarantees:

ING Fixed Account

The ING Fixed Account (Fixed Account) provides stability of principal and credits interest on amounts allocated to this option. The Fixed Account is generally available on all contracts. There are two kinds of guaranteed interest rates.

- The guaranteed contractual "minimum interest rate" will never be less than 3% for the lifetime of the contract.
- Each calendar year (1/1 to 12/31), the Company will set a guaranteed "floor interest rate." This rate will never be less than the 3% minimum interest rate. The floor interest rate will be declared in writing, to the contract holder, prior to its effective date. During the year, we may additionally credit interest at a rate greater than this one-year rate.

The current credited interest rate (that we may change at any time) and the applicable floor interest rate will be provided to you at your enrollment.

The contractual minimum interest rate, the floor interest rate and the current credited interest rate are each expressed as an annual effective yield. Interest is credited to your account on a daily basis. Once credited, the interest becomes a part of your principal. This means that your account earns compound interest. Taking the effect of compounding into account, the interest credited to your account daily yields the current credited interest rate. Any changes in rates will apply to all amounts in the Fixed Account.

The current credited interest rate is based on certain characteristics of the plan. If those plan characteristics change, we may make corresponding adjustments to the current and floor interest rates, subject to the guarantees described above. There may be

restrictions on surrenders and transfers associated with the Fixed Account and a market value adjustment may apply on surrenders. Refer to "Transfers To and From the Fixed Account" and "Market Value Adjustment - Fixed Account" for more details.

ING Guaranteed Accumulation Account

The ING Guaranteed Accumulation Account (GAA) option (not available on all plans) allows you to allocate amounts for specific periods of time and know in advance the rate of interest that will be earned. Amounts may be allocated to GAA during an open "deposit period," generally offered monthly. During each deposit period, the Company will offer a "guaranteed term" in each of two classifications. The guaranteed term is the length of time for which we guarantee interest rates for GAA. The "short-term classification" offers guaranteed terms with maturity dates of 3 years or less and the "long-term classification" offers terms with maturity dates of 10 years or less, but greater than 3 years. You will always know in advance the rate you will receive during a guaranteed term. GAA credits interest daily. Taking the effect of compounding into account, the interest credited to your account daily yields the guaranteed rate.

Your principal and interest are guaranteed if you leave your money in a guaranteed term of GAA until the maturity date of the term. If you surrender or transfer money from a guaranteed term before its maturity date, you will receive the "market value adjusted" amount of the balance, which could be either positive or negative. If GAA is made available as an investment option for your plan's contract, you will be provided with a separate disclosure booklet that describes the features of GAA in greater detail. The booklet also gives examples of the market value

adjustment calculation and the market value adjustment.

CHANGING YOUR INVESTMENT SELECTION

During the accumulation phase, if authorized by the contract holder, you may change the investment options in your participant account to which future contributions will be applied. Transfers are also permitted at any time among the variable investment options. You may make these changes by calling ING Access, by using online capabilities on the Internet or by completing a written request. Details are included in your enrollment kit. You will receive confirmation of the requested changes by mail. It is important that you review your changes carefully. Failure to report any discrepancy within 30 days will indicate that you are in agreement with the transactions in your account as reported on your confirmation statement.

Although the Company reserves the right to impose an additional fee if more than 12 such changes are made to future allocations or more than 12 transfers are made between your investment options in any calendar year, there is currently no limit on the number of changes that can be made. If additional fees are ever imposed, the fee would be deducted from your account value.

Systematic Allocation

Systematic allocation is a process whereby you may automatically transfer amounts from one of the variable fund investment options available under the contract to another fund within a selected source account in substantially equal monthly installments. Systematic Allocation supports both *dollar-cost-averaging* or *account re-balancing*. Both options may not be immediately available under your plan's contract. Systematic

Allocations may not be made to or from the Fixed Account or GAA and other conditions may apply.

Systematic Allocation does not ensure a profit nor guarantee against loss. The option involves continuous investment in funds regardless of fluctuating price levels and you should consider your financial ability to continue purchases through periods of low price levels.

TRANSFERS TO AND FROM THE FIXED ACCOUNT

Limited transfers are permitted to the Fixed Account. The Company determines the percentage permitted to transfer, which will never, in any calendar year, be less than 20% of the value of your account's variable investment options and GAA as of January 1 of that year. We may allow a higher percentage. The percentage permitted will apply to the sum of all such transfers in the calendar year, rather than to each individual transfer.

Amounts in the Fixed Account may be transferred once each calendar year into one or more of the other contract investment options. The percentage we permit you to move will never be less than 10% of the amount you have in the Fixed Account on January 1 of that calendar year. However, we may allow a higher percentage.

If, for each of the four consecutive prior calendar years, you have annually transferred from the Fixed Account the maximum amount allowed, and have made no new contributions to the Fixed Account within that period, the entire balance may be transferred regardless of the maximum percentage then allowed. Or, if your account has less than \$2,000 in the Fixed Account, you may transfer the entire balance to another contract investment option.

PARTICIPANT CONTRACT CHARGES

Premium Tax

At the present time there are no states that impose premium taxes on contributions made to annuity contracts funding qualified 401 plans. If your residency state imposes a premium tax when electing an annuity, we will pay this tax to the taxing authority, although we reserve the right to deduct this tax from your account value.

Annual Maintenance Fees

The annual maintenance fee reimburses the Company for some of its administrative expenses relating to the establishment and maintenance of participant accounts. A maintenance fee of \$25, subject to change after 5 completed contract years, is deducted from your account annually. The maintenance fee is deducted pro-rata from all investment options at the end of each contract year from the source account designated by us. The contract holder may also elect to pay the maintenance fee directly to the Company.

The maintenance fee may be reduced to \$15 provided the contract holder uses one of our standard automation methods of remitting contributions. You will be advised of the annual maintenance fee amount at your enrollment. If all or a substantial portion of the contract is "surrendered" by the contract holder, a maintenance fee, equal in amount to the most recent maintenance fee imposed, may be deducted. The maintenance fee amount could change at any time.

Deduction for Daily Asset Charge

The Company deducts a Daily Asset Charge (DAC) from accounts invested in the variable fund options to allow for our expense risk and profit. The

DAC also reimburses us for a portion of our marketing and sales expenses and contributes toward the costs of the many services made available to the contract holder and plan participants. Expressed as an annual rate, the Daily Asset Charge is determined by the total value of assets held under the contract, the enrollment support service level expected and the duration of the surrender charge schedule.

The DAC may also be impacted by the variable investment options selected for your plan's contract. For example, an administrative fund fee adjustment may apply on certain funds and fund family classes. Additional information on the DAC and a schedule of the maximum Daily Asset Charges and potential adjustments are illustrated on an annual basis in Appendix A.

Market Value Adjustment - Fixed Account

On full or partial contract surrenders, a market value adjustment (MVA) may be applied to the Fixed Account portion of your account (or, the contract holder may elect to have the surrendered amount paid out over a period of 60 months, with interest paid). More information on the MVA can be found in Appendix B. This MVA would not apply to any withdrawal taken as a benefit payment for reasons of death, disability, retirement, hardship, loan, severance from employment or as an in-service withdrawal after age 59 1/2. For contracts delivered in the state of New York, refer to Appendix C.

Surrender Charge

The primary purpose of the MAP V contract is to provide retirement income benefits for plan participants. Accordingly, no surrender charge is assessed against contract withdrawals taken for reasons of participant retirement, severance from employment, death, disability,

hardship, loan or in-service withdrawal after age 59 1/2. Generally, these are the only conditions where a participant initiated withdrawal may be permitted under the contract. Withdrawals taken for any other reason (a "surrender") may be subject to a surrender charge, calculated as a percentage of the amount withdrawn, so that we may recover a portion of our sales and administration expenses.

The surrender charge percentage is determined by the number of completed contract years between the date the first contribution is applied to the contract and the date of the surrender. The base surrender charge is 5% in the first contract year, declining by 1% in each succeeding year, so that the surrender charge is 0% after 5 contract years have been completed. Under certain circumstances, the duration and percentage amount of the surrender charge may be higher or lower. You will be informed if your plan's contract includes a surrender charge schedule and of its duration at your enrollment, or you may ask your employer or call us for additional information.

Plan Administration Fees

Under the contract, the contract holder may tell the Company, on behalf of the plan, to make withdrawals from your account to pay your portion, or share, of plan expenses. Such withdrawals will not be subject to a surrender charge. The contract holder must supply documentation acceptable to us to support such requests. Additionally, the contract holder must certify that the request is made in their fiduciary capacity and that the payment is for a necessary service provided to the plan at a reasonable cost. Examples of these expenses include: payment to third party administrators for reasonable plan administration fees; payments to accountants for accounting and auditing services; and

fees for services not otherwise provided under the contract.

INDEPENDENT SALES PROFESSIONALS' COMPENSATION

Independent insurance agents and brokers install and service contracts, provide product explanations, and periodically review participants' retirement needs as well as the investment options available under the contract. The Company pays these professionals commissions and service fees. The level of compensation chosen by the sales representative and agreed to by the contract holder is intended to reflect the level of sales and ongoing service support to be provided by the sales representative, and the cost of providing that support.

The sales compensation paid in connection with your plan is disclosed to the contract holder when completing the application. In limited circumstances, we also pay certain of these professionals other compensation, such as overrides, or reimbursement for expenses associated with the installation and servicing of the contract.

Some sales professionals may receive various types of non-cash compensation as special sales incentives, including trips and educational and/or business seminars. Supervisory and other management personnel of the Company may receive compensation that will vary based on the relative profitability to us of the investment options you select. Investment options that invest in funds advised by the Company or its affiliates are generally more profitable to us.

The Company pays these commissions, fees and related expenses out of the revenue it receives from the charges described in the "Daily Asset Charge" section above. Additionally, we

consider these commissions and related expenses, as well as several other factors, when determining the Fixed Account and GAA current credited interest rates. No additional deductions are imposed on you or the contract holder for commissions and related expenses.

The sales professional and the name of any firm that he/she may be associated with or compensated by are indicated on the contract holder's copy of the application form. More detailed information is available from your employer and the plan administrator.

REQUIRED PAYMENTS

You need to start receiving periodic benefit payments no later than April 1 following the calendar year in which you turn age 70 1/2, or such later age as may be allowed by law and under the terms of your employer's plan. The contract holder must direct us to commence periodic payments or make a lump-sum payment.

PAYMENT PROVISIONS

If you have separated from service and if your plan allows, you may elect to defer or delay payment of all or a portion of your account value to a later date.

Federal law, through the Retirement Equity Act (REA), generally requires that retirement benefits to married participants be paid in the form of a life income option covering the lives of the participant and surviving spouse. If you are married, another payment option can be elected, but only with the written consent of your spouse. The contract holder must certify that any payment option (or pre-retirement death benefit) elected complies with REA. Single participants may elect any available option.

The "Payment Options" section below applies to both group annuity and

funding agreements, except that under the funding agreement, life income annuity options are not available. Such annuity options may be made available to participants under a separate single premium immediate annuity contract.

For a group annuity contract, payments under any life income option - that is, options that provide payments over your lifetime, or the lifetimes of you and another annuitant - will provide payments determined without regard to the gender of the annuitant. The payments will be based solely on the adjusted age of the annuitant(s) using the rate for that age under the option elected.

PAYMENT OPTIONS

While the Company may make other options available, the contract holder may elect on your behalf the following payment options:

Lump-Sum Payment - We will pay a lump sum equal to all or any vested portion of your account value.

Systematic Distribution Options (SDO) - We offer one or more systematic distribution options (SDO) that allow for scheduled withdrawals from your participant account. SDO payments are available, where allowed by the plan, to participants who meet certain age and minimum account value requirements under the contract.

SDO payments that are currently available include the Systematic Withdrawal Option (SWO) and the Estate Conservation Option (ECO). No surrender charge or market value adjustment on the Fixed Account or GAA applies on ECO payments but a GAA MVA may apply on SWO payments. We reserve the right to discontinue these options, and to change the terms of future elections. Additional information on the options that are available can be provided on

request from your employer or your plan administrator.

Because SDO payments are not annuity options, your participant account remains in the accumulation phase under the contract. This means that contract charges continue to apply and the lump-sum payment and other payment options under the plan continue to be available.

If your plan's contract uses a funding agreement, your only available investment option for SDO payments can be the Fixed Account. However, under a group annuity, all investment options continue to be available and transfers between investment options can be made at any time.

Once elected, you may revoke SDO payments by submitting a revocation form to our Home Office. This revocation will apply only to amounts not yet paid. You should carefully assess your future income needs when considering the election of SDO payments. You should also consult your tax advisor prior to requesting the election of these options due to the potential for adverse tax consequences.

Annuity Options - Only a fixed interest annuity option using the Company's general account is available under the contract. We guarantee to credit an annual interest rate of at least 3% (expressed as an annual equivalent yield) during the income phase. The following annuity payment options are currently offered to retiring participants:

- **Payment for a Stated Period** - periodic payments made for a fixed period of years (no fewer than 5 years, but no more than 30). If you die before receiving all the payments, your beneficiary can choose to either receive the remaining periodic payments or to have the present value of the

payments paid in a lump sum. This option is available on all contracts.

- **Life Income for One Annuitant** - periodic payments made for as long as you live. If elected, a choice must be made of either:

1. payments cease at your death; or
2. payments are guaranteed for a period of at least 5, 10, 15 or 20 years, as elected. If you die before the end of the guaranteed period, your beneficiary can choose to either receive the remaining periodic payments or to have the present value of the payments paid in a lump sum.

- **Life Income for Two Annuitants** - periodic payments made for as long as you and a second annuitant live. Payments will continue until both annuitants have died. If elected, a choice must be made of:

1. 100%, 66 2/3%, or 50% of the payment amount to continue after the first death; or
2. 100% of the payment amount to continue after the first death with payments guaranteed for a period of at least 10 years; or
3. 100% of the payment amount to continue at the death of the designated second annuitant and 50% of the payment amount to continue at the death of the primary annuitant.

Additional annuity options may become available under the contract or be made available to participants under a separate single premium immediate annuity contract. When payments start, your age plus the number of years for which payments are guaranteed cannot exceed that permitted by the Code minimum distribution

regulations. Once elected, payments can not be commuted to a lump sum.

PRE-RETIREMENT DEATH BENEFIT

If you die before payments begin, any benefits due under the contract are payable to the contract holder. The contract holder will direct us to pay a death benefit to your plan beneficiary in a lump sum or in one of the contract payment options as allowed under your employer's plan. Your plan beneficiary may also be permitted under the plan to elect to defer distribution.

TAX INFORMATION

Under federal tax law, qualified 401 plan pre-tax contributions made on your behalf and investment earnings on all contributions are not taxable until they are distributed. The contract serves as the vehicle for your employer's plan, providing investment and payment options and other features described in this booklet, but is not necessary for the plan's favorable tax treatment. Taxation occurs when amounts are paid from the contract to you (or your beneficiary) for benefits due under the plan.

Income Tax Withholding and Reporting

Current federal law requires us to withhold federal income taxes (generally 20%) from the taxable portion of distributions under the contract made directly to you or to any beneficiaries. Some states also require us to withhold for state income taxes.

Withholding does not increase tax liability; it is simply a way of paying taxes that are due from each payment we make to you. Under existing law, however, any tax liability that is not paid by withholding generally must be paid on an estimated basis each calendar quarter. Penalties may be imposed if the total tax paid by

withholding or estimated taxes, or both, is not enough. We must report the taxable portion of distributions to the Internal Revenue Service whether or not federal income taxes are withheld. Based on current tax rules, withholding can be avoided by making a direct transfer to an IRA or another qualified plan if the distribution is eligible for rollover.

Federal Penalty Tax

Federal regulations require that a 10% penalty tax be imposed on the taxable portion of "early" withdrawals from qualified retirement plans. However, no penalty tax will be assessed on distributions if:

- You are at least age 59 1/2;
- You are disabled;
- You have died;
- You are at least age 55 and have separated from service with the employer sponsoring the plan;
- The withdrawal amount is rolled over into an IRA or another qualified plan, in accordance with the terms of the Code;
- The withdrawal amount is made to an alternate payee under a Qualified Domestic Relations Order (QDRO);
- You terminate employment and take withdrawals as fixed annuity payments based over your life or life expectancy or the joint lives or life expectancies of you and your beneficiary; or
- The withdrawal is used to pay non-reimbursed medical expenses that qualify for deduction on your tax return. Currently, these expenses must exceed 7.5% of

your adjusted gross income to be deductible.

Please note that withdrawals are made according to the terms of your employer's plan. For more complete tax information, please consult your legal or tax advisor.

CHANGES TO THE CONTRACT

The Company may change the contract by giving written notice to the contract holder 30 days prior to the effective date of the change, where such change is required by federal or state law or where the change is deemed necessary for the contract as a result of changes to the plan. Also, we may change some contract provisions, but only for new participants and contributions made to participant accounts after the change is effective. Any change will not affect the amount or terms of any annuity payment option beginning prior to the effective date of the change.

Any time after the completion of five contract years and in accordance with the terms of the contract, we have the right to terminate the contract by giving the contract holder a 90-day written notice to pay out the full value without fees, surrender charges or market value adjustment.

For contracts delivered in the state of New Jersey, the prior paragraph is modified as follows:

Any time after the completion of the second contract year and in accordance with the terms of the contract, we have the right to terminate the contract by giving the contract holder a 90-day written notice to pay out the full value without fees, surrender charges or market value adjustment. Any time after the fifth contract anniversary date, we may give the contract holder 30 days' written notice that either the contract will not be renewed or the

maximum fees which may be assessed will be redetermined.

SUSPENSION OF FINANCIAL TRANSACTIONS OR PAYMENT DELAY

The valuation of the variable fund investment options available under the contract is dependent upon the securities markets. Accordingly, we reserve the right to suspend financial transactions or postpone payments from participant accounts during times when the following situations may occur:

- The New York Stock Exchange (NYSE) is closed or trading on the NYSE is restricted, or
- The U.S. Securities and Exchange Commission (SEC) determines that a market emergency exists or the SEC restricts trading for the protection of investors.

The Company, under certain emergency conditions, may also defer any payment from the Fixed Account credited interest option for a period of up to 6 months (unless not allowed by state law), or as provided by federal law.

APPENDIX A

Daily Asset Charge (DAC)

As previously stated, the DAC applies to the variable investment options under the contract. The DAC is determined by several factors such as total asset value held under the contract, the duration of the surrender charge schedule, the elected enrollment support service level and other services and options selected by the plan sponsor. There is also an administrative fund fee adjustment depending on the fund or fund family of the variable investment options selected for the plan.

Your plan administrator will explain any reductions or increases to the DAC illustrated below.

Maximum DAC Schedule based upon the total asset value (includes credited interest options) held under the contract:

| <u>Contract Assets</u> | <u>Annualized Deduction</u> |
|------------------------------|-----------------------------|
| \$0 up to \$400,000 | 1.45% |
| \$400,000 to \$1 million | 1.25% |
| \$1 million to \$2.5 million | 0.95% |
| \$2.5 million to \$5 million | 0.85% |
| more than \$5 million | * |

*determined by plan characteristics

The administrative fund fee adjustments are as follows:

- The DAC is increased by 0.35% at all asset levels on amounts allocated to the Fidelity® VIP (Variable Insurance Products) investment options.
- For ING Partners, Inc. and non-ING VP investment options (other than Fidelity® VIP), the DAC is increased by 0.20% at all asset levels.

The DAC does not include the investment advisory fee and other operating expenses applicable to each of the variable fund investment options. The investment advisory fees and other expenses are set forth in the applicable fund one-page summaries. These separate fund-related expenses when added to the DAC (as adjusted) will determine the total cost of each variable investment option.

These charges apply at the contract level and are subject to change from time to time, typically at contract anniversary. The DAC is applied on a level basis rather than on an incremental or graded basis. Upon attainment of a new asset threshold, the applicable DAC is applied to all contract assets. You will also be advised by your plan administrator of any increases to the DAC, such as for costs associated with the administration of the plan.

APPENDIX B

Market Value Adjustment - Fixed Account

We will make an unadjusted lump-sum payment from the Fixed Account for the purpose of paying a benefit (due to your death, retirement, severance from employment, disability, hardship, loan or in-service withdrawal after age 59 1/2), where the withdrawal must be made proportionately from all of your plan investment options. Any partial surrender by the contract holder or by you (if permitted under the contract) including amounts from the Fixed Account must be paid proportionately from all of your investment options and is limited to once per calendar year. On all surrenders from the Fixed Account, we reserve the right to pay the Fixed Account surrender value in one of the following two ways, as elected by the contract holder:

- (a) In equal principal payments, with interest, over a period not to exceed 60 months. During the payment period, the interest rate will be credited to the remaining Fixed Account balance at a single fixed rate that will not be more than two percentage points below the rate being credited to the Fixed Account as of the date of surrender. In no event will the credited interest rate be less than 3%.

or

- (b) As a single payment, which has been subjected to a Fixed Account Market Value Adjustment (MVA). To determine the single payment amount, the total Fixed Account surrender value is multiplied by the MVA.

The MVA is calculated as follows:

$$MVA = 1 - [(1 - ((1+a)^{5.25} / (1+b)^{5.25})) (c)]$$

- Where: a is the Fixed Account credited rate as of the date of surrender; and
b is the rate for a 7-year Treasury Bond derived by interpolating between 5-year and 10-year Treasury Bond rates as found in the Salomon Smith Barney Bond Market Roundup (if unavailable, a similar service will be utilized) for the week prior to the surrender, plus 0.25%; and
c is the percentage of Fixed Account surrender value to which the MVA applies.

Percentage of Fixed Account surrender value to which the MVA applies:

| <u>Completed Contract Years</u> | <u>% of Fixed Account surrender value to which the MVA applies ("c")</u> |
|---------------------------------|--|
| Less than 1 | 0% |
| 1 but less than 2 | 20% |
| 2 but less than 3 | 40% |
| 3 but less than 4 | 60% |
| 4 but less than 5 | 80% |
| More than 5 | 100% |

However, on contracts that are conversions from other Company contracts the schedule is as follows:

| <u>Completed Contract Years</u> | <u>% of Fixed Account surrender value to which the MVA applies ("c")</u> |
|---------------------------------|--|
| Less than 1 | 0% |
| 1 but less than 2 | 33% |
| 2 but less than 3 | 67% |
| More than 3 | 100% |

In accordance with the contract, the Company may change the MVA formula for the Fixed Account by giving written notice to the contract holder 90 days prior to the effective date of the change.

APPENDIX C

Market Value Adjustment - Fixed Account (New York Only)

We will make an unadjusted lump-sum payment from the Fixed Account for the purpose of:

- (i) Payment of a participant account upon a participant's severance from employment; or
- (ii) Withdrawals taken for ECO or SWO payments; or
- (iii) Payment of a benefit (due to your death, disability, retirement, hardship, loan or in-service withdrawal after age 59 1/2), where the withdrawal must be taken proportionately from all of your plan investment options.

Any partial surrender by the contract holder or by you (if permitted under the contract) including amounts from the Fixed Account must be paid proportionately from all of your investment options and is limited to once per calendar year. On all surrenders from the Fixed Account, we reserve the right to pay the Fixed Account surrender value in one of the following two ways, as elected by the contract holder:

1. In equal principal payments, with interest, over a period not to exceed 60 months. During the payment period, the interest rate will be credited to the remaining Fixed Account balance at a single fixed rate that will not be more than 1.5 percentage points below the rate being credited to the Fixed Account as of the date of surrender. In no event will the credited interest rate be less than 3%.

or

2. As a single payment, which has been subjected to a Fixed Account Market Value Adjustment (MVA). To determine the single payment amount, the total Fixed Account surrender value is multiplied by the MVA.

The MVA is calculated as follows:

$$MVA = 1 - [(1 - ((1+a)^{5.25} / (1+b)^{5.25})) (c)]$$

- Where:
- a is the Fixed Account credited rate as of the date of surrender; and
 - b is the rate for a 7-year Treasury Bond derived by interpolating between 5-year and 10-year Treasury Bond rates as found in the Salomon Smith Barney Bond Market Roundup (if unavailable, a similar service will be utilized) for the week prior to the surrender, plus 0.25%; and
 - c is the percentage of Fixed Account surrender value to which the MVA applies.

Percentage of Fixed Account surrender value to which the MVA applies:

| <u>Completed Contract Years</u> | <u>% of Fixed Account surrender value to which the MVA applies ("c")</u> |
|---------------------------------|--|
| Less than 1 | 0% |
| 1 but less than 2 | 20% |
| 2 but less than 3 | 40% |
| 3 but less than 4 | 60% |
| 4 but less than 5 | 80% |
| More than 5 | 100% |

However, on contracts that are conversions from other Company contracts the schedule is as follows:

| <u>Completed Contract Years</u> | <u>% of Fixed Account surrender value to which the MVA applies ("c")</u> |
|--|---|
| Less than 1 | 0% |
| 1 but less than 2 | 33% |
| 2 but less than 3 | 67% |
| More than 3 | 100% |

In accordance with the contract, the Company may change the MVA formula for the Fixed Account by giving written notice to the contract holder 90 days prior to the effective date of the change.

NOTES

Now that you've decided to save smart, follow the simple steps in this section to begin investing in your employer's retirement plan.

SECTION SIX

Participant Forms

ASSET CALCULATOR

Take advantage of tax-deferred compounding. This chart illustrates how an investment will grow at 0%, 6%, 8% or 10% annual rate, compounded. (Compounded monthly; deposits at beginning of month.)

| Contribute this amount every month/year... | | ...and accumulate these amounts in 10-30 years assuming the annual investment rates shown. | | | | | | | | | | | |
|--|--------|--|----------|----------|----------|----------|-----------|----------|----------|-----------|----------|----------|-----------|
| Month | Year | 0% | | | 6% | | | 8% | | | 10% | | |
| | | 10 Years | 20 Years | 30 Years | 10 Years | 20 Years | 30 Years | 10 Years | 20 Years | 30 Years | 10 Years | 20 Years | 30 Years |
| 50 | 600 | 6,000 | 12,000 | 18,000 | 8,163 | 22,782 | 48,963 | 9,064 | 28,633 | 70,881 | 10,073 | 36,199 | 103,965 |
| 100 | 1,200 | 12,000 | 24,000 | 36,000 | 16,326 | 45,565 | 97,926 | 18,128 | 57,266 | 141,761 | 20,146 | 72,399 | 207,929 |
| 150 | 1,800 | 18,000 | 36,000 | 54,000 | 24,490 | 68,347 | 146,888 | 27,192 | 85,899 | 212,642 | 30,219 | 108,598 | 311,894 |
| 200 | 2,400 | 24,000 | 48,000 | 72,000 | 32,653 | 91,129 | 195,851 | 36,257 | 114,532 | 283,523 | 40,292 | 144,797 | 415,859 |
| 250 | 3,000 | 30,000 | 60,000 | 90,000 | 40,816 | 113,911 | 244,814 | 45,321 | 143,165 | 354,403 | 50,364 | 180,997 | 519,823 |
| 300 | 3,600 | 36,000 | 72,000 | 108,000 | 48,979 | 136,694 | 293,777 | 54,385 | 171,798 | 425,284 | 60,437 | 217,196 | 623,788 |
| 350 | 4,200 | 42,000 | 84,000 | 126,000 | 57,143 | 159,476 | 342,740 | 63,449 | 200,431 | 496,165 | 70,510 | 253,395 | 727,752 |
| 400 | 4,800 | 48,000 | 96,000 | 144,000 | 65,306 | 182,258 | 391,703 | 72,513 | 229,064 | 567,045 | 80,583 | 289,595 | 831,717 |
| 450 | 5,400 | 54,000 | 108,000 | 162,000 | 73,469 | 205,041 | 440,665 | 81,577 | 257,697 | 637,926 | 90,656 | 325,794 | 935,682 |
| 500 | 6,000 | 60,000 | 120,000 | 180,000 | 81,632 | 227,823 | 489,628 | 90,642 | 286,330 | 708,807 | 100,729 | 361,993 | 1,039,646 |
| 550 | 6,600 | 66,000 | 132,000 | 198,000 | 89,795 | 250,605 | 538,591 | 99,706 | 314,963 | 779,687 | 110,802 | 398,193 | 1,143,611 |
| 600 | 7,200 | 72,000 | 144,000 | 216,000 | 97,959 | 273,387 | 587,554 | 108,770 | 343,596 | 850,568 | 120,875 | 434,392 | 1,247,576 |
| 650 | 7,800 | 78,000 | 156,000 | 234,000 | 106,122 | 296,170 | 636,517 | 117,834 | 372,229 | 921,449 | 130,947 | 470,591 | 1,351,540 |
| 700 | 8,400 | 84,000 | 168,000 | 252,000 | 114,285 | 318,952 | 685,480 | 126,898 | 400,862 | 992,329 | 141,020 | 506,791 | 1,455,505 |
| 750 | 9,000 | 90,000 | 180,000 | 270,000 | 122,448 | 341,734 | 734,442 | 135,962 | 429,495 | 1,063,210 | 151,093 | 542,990 | 1,559,470 |
| 800 | 9,600 | 96,000 | 192,000 | 288,000 | 130,611 | 364,517 | 783,405 | 145,027 | 458,128 | 1,134,091 | 161,166 | 579,189 | 1,663,434 |
| 850 | 10,200 | 102,000 | 204,000 | 306,000 | 138,775 | 387,299 | 832,368 | 154,091 | 486,761 | 1,204,971 | 171,239 | 615,389 | 1,767,399 |
| 900 | 10,800 | 108,000 | 216,000 | 324,000 | 146,938 | 410,081 | 881,331 | 163,155 | 515,394 | 1,275,852 | 181,312 | 651,588 | 1,871,363 |
| 950 | 11,400 | 114,000 | 228,000 | 342,000 | 155,101 | 432,863 | 930,294 | 172,219 | 544,027 | 1,346,733 | 191,385 | 687,787 | 1,975,328 |
| 1,000 | 12,000 | 120,000 | 240,000 | 360,000 | 163,264 | 455,646 | 979,256 | 181,283 | 572,660 | 1,417,613 | 201,458 | 723,987 | 2,079,293 |
| 1,050 | 12,600 | 126,000 | 252,000 | 378,000 | 171,428 | 478,428 | 1,028,219 | 190,347 | 601,293 | 1,488,494 | 211,530 | 760,186 | 2,183,257 |
| 1,100 | 13,200 | 132,000 | 264,000 | 396,000 | 179,591 | 501,210 | 1,077,182 | 199,412 | 629,926 | 1,559,375 | 221,603 | 796,385 | 2,287,222 |
| 1,150 | 13,800 | 138,000 | 276,000 | 414,000 | 187,754 | 523,993 | 1,126,145 | 208,476 | 658,559 | 1,630,255 | 231,676 | 832,585 | 2,391,187 |
| 1,200 | 14,400 | 144,000 | 288,000 | 432,000 | 195,917 | 546,775 | 1,175,108 | 217,540 | 687,192 | 1,701,136 | 241,749 | 868,784 | 2,495,151 |
| 1,250 | 15,000 | 150,000 | 300,000 | 450,000 | 204,080 | 569,557 | 1,224,071 | 226,604 | 715,825 | 1,772,017 | 251,822 | 904,983 | 2,599,116 |

This ING illustration, which doesn't include payment of taxes, is for hypothetical purposes only, to illustrate the effects of compounding. It is not intended to portray past or future investment performance for any specific investment. Please visit our Web site, www.ingretirementplans.com, to access a series of interactive calculators to help you apply financial and investment concepts to your own circumstances.

Insurance products, annuities and retirement plan funding that are issued by (third party administrative services may also be provided by) ING Life Insurance and Annuity Company are distributed by ING Financial Advisers, LLC (member SIPC), 151 Farmington Avenue, Hartford, Connecticut, 06156.

These companies are wholly owned, indirect subsidiaries of ING Groep N.V. Securities may also be distributed through other companies with which ING distributors have selling agreements.

Insurance obligations are the responsibility of each individual company. Products and services may not be available in all states.

© 2003 ING North America Insurance Corporation C02-1021-006R



INFLATION CALCULATOR

Don't let inflation take a bite out of your savings. Use the chart below to determine the increase in dollars needed to maintain future purchasing power at 2%, 4% or 6% annual rate of inflation.

If you need this amount to live on currently... you'll need these amounts 10-30 years from now just to stay even assuming the annual inflation rates shown.

| Annual Income | 2% | | | 4% | | | 6% | | |
|---------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| | 10 Years | 20 Years | 30 Years | 10 Years | 20 Years | 30 Years | 10 Years | 20 Years | 30 Years |
| 20,000 | 24,380 | 29,719 | 36,227 | 29,605 | 43,822 | 64,868 | 35,817 | 64,143 | 114,870 |
| 22,000 | 26,818 | 32,691 | 39,850 | 32,565 | 48,205 | 71,355 | 39,399 | 70,557 | 126,357 |
| 24,000 | 29,256 | 35,663 | 43,473 | 35,526 | 52,587 | 77,842 | 42,980 | 76,971 | 137,844 |
| 26,000 | 31,694 | 38,635 | 47,095 | 38,486 | 56,969 | 84,328 | 46,562 | 83,386 | 149,331 |
| 28,000 | 34,132 | 41,607 | 50,718 | 41,447 | 61,351 | 90,815 | 50,144 | 89,800 | 160,818 |
| 30,000 | 36,570 | 44,578 | 54,341 | 44,407 | 65,734 | 97,302 | 53,725 | 96,214 | 172,305 |
| 32,000 | 39,008 | 47,550 | 57,964 | 47,368 | 70,116 | 103,789 | 57,307 | 102,628 | 183,792 |
| 34,000 | 41,446 | 50,522 | 61,586 | 50,328 | 74,498 | 110,276 | 60,889 | 109,043 | 195,279 |
| 36,000 | 43,884 | 53,494 | 65,209 | 53,289 | 78,880 | 116,762 | 64,471 | 115,457 | 206,766 |
| 38,000 | 46,322 | 56,466 | 68,832 | 56,249 | 83,263 | 123,249 | 68,052 | 121,871 | 218,253 |
| 40,000 | 48,760 | 59,438 | 72,454 | 59,210 | 87,645 | 129,736 | 71,634 | 128,285 | 229,740 |
| 42,000 | 51,198 | 62,410 | 76,077 | 62,170 | 92,027 | 136,223 | 75,216 | 134,700 | 241,227 |
| 44,000 | 53,636 | 65,382 | 79,700 | 65,131 | 96,409 | 142,709 | 78,797 | 141,114 | 252,714 |
| 46,000 | 56,074 | 68,354 | 83,323 | 68,091 | 100,792 | 149,196 | 82,379 | 147,528 | 264,201 |
| 48,000 | 58,512 | 71,325 | 86,945 | 71,052 | 105,174 | 155,683 | 85,961 | 153,943 | 275,688 |
| 50,000 | 60,950 | 74,297 | 90,568 | 74,012 | 109,556 | 162,170 | 89,542 | 160,357 | 287,175 |
| 52,000 | 63,388 | 77,269 | 94,191 | 76,973 | 113,938 | 168,657 | 93,124 | 166,771 | 298,662 |
| 54,000 | 65,826 | 80,241 | 97,814 | 79,933 | 118,321 | 175,143 | 96,706 | 173,185 | 310,149 |
| 56,000 | 68,264 | 83,213 | 101,436 | 82,894 | 122,703 | 181,630 | 100,287 | 179,600 | 321,636 |
| 58,000 | 70,702 | 86,185 | 105,059 | 85,854 | 127,085 | 188,117 | 103,869 | 186,014 | 333,122 |
| 60,000 | 73,140 | 89,157 | 108,682 | 88,815 | 131,467 | 194,604 | 107,451 | 192,428 | 344,609 |
| 62,000 | 75,578 | 92,129 | 112,304 | 91,775 | 135,850 | 201,091 | 111,033 | 198,842 | 356,096 |
| 64,000 | 78,016 | 95,101 | 115,927 | 94,736 | 140,232 | 207,577 | 114,614 | 205,257 | 367,583 |
| 66,000 | 80,454 | 98,073 | 119,550 | 97,696 | 144,614 | 214,064 | 118,196 | 211,671 | 379,070 |
| 68,000 | 82,892 | 101,044 | 123,173 | 100,657 | 148,996 | 220,551 | 121,778 | 218,085 | 390,557 |
| 70,000 | 85,330 | 104,016 | 126,795 | 103,617 | 153,379 | 227,038 | 125,359 | 224,499 | 402,044 |
| 72,000 | 87,768 | 106,988 | 130,418 | 106,578 | 157,761 | 233,525 | 128,941 | 230,914 | 413,531 |
| 74,000 | 90,206 | 109,960 | 134,041 | 109,538 | 162,143 | 240,011 | 132,523 | 237,328 | 425,018 |
| 76,000 | 92,644 | 112,932 | 137,663 | 112,499 | 166,525 | 246,498 | 136,104 | 243,742 | 436,505 |
| 78,000 | 95,082 | 115,904 | 141,286 | 115,459 | 170,908 | 252,985 | 139,686 | 250,157 | 447,992 |
| 80,000 | 97,520 | 118,876 | 144,909 | 118,420 | 175,290 | 259,472 | 143,268 | 256,571 | 459,479 |
| 82,000 | 99,958 | 121,848 | 148,532 | 121,380 | 179,672 | 265,959 | 146,850 | 262,985 | 470,966 |
| 84,000 | 102,396 | 124,820 | 152,154 | 124,341 | 184,054 | 272,445 | 150,431 | 269,399 | 482,453 |
| 86,000 | 104,834 | 127,791 | 155,777 | 127,301 | 188,437 | 278,932 | 154,013 | 275,814 | 493,940 |
| 88,000 | 107,272 | 130,763 | 159,400 | 130,261 | 192,819 | 285,419 | 157,595 | 282,228 | 505,427 |
| 90,000 | 109,709 | 133,735 | 163,023 | 133,222 | 197,201 | 291,906 | 161,176 | 288,642 | 516,914 |
| 92,000 | 112,147 | 136,707 | 166,645 | 136,182 | 201,583 | 298,393 | 164,758 | 295,056 | 528,401 |
| 94,000 | 114,585 | 139,679 | 170,268 | 139,143 | 205,966 | 304,879 | 168,340 | 301,471 | 539,888 |
| 96,000 | 117,023 | 142,651 | 173,891 | 142,103 | 210,348 | 311,366 | 171,921 | 307,885 | 551,375 |
| 98,000 | 119,461 | 145,623 | 177,513 | 145,064 | 214,730 | 317,853 | 175,503 | 314,299 | 562,862 |
| 100,000 | 121,899 | 148,595 | 181,136 | 148,024 | 219,112 | 324,340 | 179,085 | 320,714 | 574,349 |

ENROLLMENT FORM

Dial One

General Electronic Security, Inc.

Billing Group Number: **PHN197**

Participant Information (Please type or print clearly)

| | | | | |
|------------------------------------|--|----------------------------|-------------------------------|---------------------------------|
| Name (first, middle initial, last) | | Social Security Number | <input type="checkbox"/> Male | <input type="checkbox"/> Female |
| Address | | Date of Birth (mm/dd/yyyy) | Date of Hire (mm/dd/yyyy) | |
| City/Town | | State | Zip | |

Contribution Rate Information

- Yes, I request that my employer defer my compensation by ____%.
- No, I waive my right to defer any portion of my compensation at this time.

Fund Selection

I have received and reviewed the ING participant disclosure booklet, prospectuses and/or investment option summaries describing the investment options. A maximum of 18 investment options may be selected.

| | |
|---|--------------|
| Global/International | |
| Oppenheimer Global Securities Fd/VA | (097) ____ % |
| Aggressive Growth | |
| FTVIP Franklin Sm Cap Val Sec Fd - 2 | (073) ____ % |
| ING VP Index Plus MidCap Port - R | (053) ____ % |
| Lord Abbett Mid-Cap Value Portfolio | (075) ____ % |
| Growth | |
| Fidelity VIP Contrafund Port - Init | (133) ____ % |
| ING VP Value Opportunity Port - R | (041) ____ % |
| Growth & Income (Stocks) | |
| Fidelity VIP Equity-Income Port-Init | (108) ____ % |
| Lord Abbett Growth and Income Port | (226) ____ % |
| Growth & Income (Stocks & Bonds) | |
| Janus Aspen Balanced Portfolio- Inst | (124) ____ % |
| Income | |
| ING PIMCO Total Return Port - Init | (433) ____ % |
| Stability of Principal | |
| ING Fixed Account | (027) ____ % |
| ING VP Money Market Portfolio - R | (003) ____ % |
| Total | 100 % |

Complete the contribution percentages, in whole numbers, to total 100%.
You must initial any erasures, strikeouts or corrections

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in state prison.

Participant Signature _____ Date _____

Please complete this form and return it to your employer.

Form No. E001 (1/02)

ING Life Insurance and Annuity Company | 151 Farmington Avenue
Hartford, Connecticut 06156-8022



00000_00001-00001

This page is intentionally left blank.

BENEFICIARY DESIGNATION FORM

Dial One

General Electronic Security, Inc.

Billing Group Number: PHN197

Request Type

Initial Designation

Change to Designation

Participant Information

Name (first, middle initial, last) _____ Social Security Number _____ Married Single

Beneficiary Information

Subject to the terms of my Employer's Plan, I request that any sum becoming due upon my death be payable to the beneficiary(ies) designated below. I understand this designation shall revoke all prior beneficiary designations made by me under my Employer's Plan. (All designations must be in whole percentages. Total percentage must equal 100% for Primary Beneficiary and 100% for Contingent Beneficiary, if designated.)

| | | |
|--|--|----------------------------|
| 1. Beneficiary Name (complete legal name required) | Relationship <input checked="" type="checkbox"/> Primary Beneficiary | Percentage |
| Address | Social Security Number | Date of Birth (mm/dd/yyyy) |
| 2. Beneficiary Name (complete legal name required) | Relationship <input type="checkbox"/> Primary Beneficiary <input type="checkbox"/> Contingent Beneficiary | Percentage |
| Address | Social Security Number | Date of Birth (mm/dd/yyyy) |
| 3. Beneficiary Name (complete legal name required) | Relationship <input type="checkbox"/> Primary Beneficiary <input type="checkbox"/> Contingent Beneficiary | Percentage |
| Address | Social Security Number | Date of Birth (mm/dd/yyyy) |
| 4. Beneficiary Name (complete legal name required) | Relationship <input type="checkbox"/> Primary Beneficiary <input type="checkbox"/> Contingent Beneficiary | Percentage |
| Address | Social Security Number | Date of Birth (mm/dd/yyyy) |
| 5. Beneficiary Name (complete legal name required) | Relationship <input type="checkbox"/> Primary Beneficiary <input type="checkbox"/> Contingent Beneficiary | Percentage |
| Address | Social Security Number | Date of Birth (mm/dd/yyyy) |
| 6. Beneficiary Name (complete legal name required) | Relationship <input type="checkbox"/> Primary Beneficiary <input type="checkbox"/> Contingent Beneficiary | Percentage |
| Address | Social Security Number | Date of Birth (mm/dd/yyyy) |

Unless otherwise requested:

1. If more than one beneficiary is designated, payment will be made in equal shares to the primary beneficiaries who survive the participant or annuitant or, if none survives the participant or annuitant, in equal shares to the contingent beneficiaries who survive the participant or annuitant.
2. If no beneficiary survives the participant or annuitant, payment will be made to the executors or administrators of the estate of the participant or annuitant.
3. If a class of beneficiaries is designated (such as, "the children of the participant or annuitant"), then payment will be made in equal shares to each person who is a member of the class and living at the death of the participant or annuitant whether or not he/she has been specifically named in the beneficiary designation.
4. If you name an Estate or Trust as beneficiary, contact your Plan Administrator for more information.

DIRECT ROLLOVER TO A 401 PLAN

ING Life Insurance and Annuity Company

151 Farmington Avenue
Hartford, CT 06156-1277
Telephone: 1-800-525-4225
Fax: 1-860-273-6360

ING Life Insurance and Annuity Company will be defined as "ING", "we", "us", or "our" in this document.

Instructions

1. Please complete this form and forward a copy of this form to your former Investment Provider/Recordkeeper along with your request for a distribution. Mail the original copy of this form to the address shown above. Please make a photocopy if you wish to retain a copy for your records.
2. In order to process the asset transfer, this form and the transferred assets must be received in Good Order. Good Order is receipt at our Hartford Service Center of this form accurately and entirely completed, and includes the signature of you, the Participant, and your Plan Administrator. Any changes made to this form after it has been completed must be initialed and dated by the Participant. If this form is not received in Good Order, as we determine, it may be returned to you for correction and resubmission. Assets transferred by your former Investment Provider/Recordkeeper will be deemed to be in Good Order if accompanied by appropriate documentation to enable ING to apply the assets to your account (see "Method of Transfer of Funds to ING by Former Investment Provider" section on page 2 of this form).
3. Funds will be applied to your account the same day they are received from the former Investment Provider in Good Order.

Plan Information

| | | |
|---------------|----------------------|----------------|
| Employer Name | Billing Group Number | Account Number |
|---------------|----------------------|----------------|

Participant Information

| | | |
|------------------------------------|------------------------|----------------------------|
| Name (first, middle initial, last) | Social Security Number | Date of Birth (mm/dd/yyyy) |
| Address | Home Telephone | Work Telephone (Extension) |
| City/Town | State | Zip Code |

Former Investment Provider Information

| | |
|---------------------------|---|
| Investment Provider Name | Telephone |
| Investment Account Number | <input type="checkbox"/> Full Transfer/Rollover <input type="checkbox"/> Partial Transfer/Rollover \$ _____ or _____ % <input type="checkbox"/> Maximum without Penalty |

Investment Allocation

- Use Current ING Investment Selection on Employee Account Allocate Transfer as Indicated in Chart Below

Enter the percentage or dollar value of the transferred amount to be allocated to each investment option.

| Rollover Account | | | |
|------------------|---------|-----------|---------|
| Fund Code | % or \$ | Fund Code | % or \$ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

The total of the columns must equal 100% of the transferred amount.

00000_00001-00001



Direct Rollover to a 401 Plan (continued)

| | |
|------------------------------------|------------------------|
| Name (first, middle initial, last) | Social Security Number |
|------------------------------------|------------------------|

Direct Rollover Information

- Rollover of pre-tax contributions (employer and/or employee) and earnings from
 - 403(b) plan
 - 401 plan
 - Governmental 457
 - Traditional IRA

- Rollover of after-tax contributions and earnings from 401 plan (rollovers from other types of plan are not allowed)
 - Employee After-Tax Contributions \$ _____
 - Earnings \$ _____

If necessary rollover accounts do not already exist, new accounts will be established to house the incoming rollover assets. For Deferred Sales Charge purposes (where applicable), the rollover accounts will assume the same age as the existing employee/voluntary contribution account.

Method of Transfer of Funds to ING by Former Investment Provider (Please choose only one option.)

- Check Transfer**
Mail completed form and check payable to ING Life Insurance and Annuity Company F/B/O (Participant Name) to the address below:

ING Life Insurance and Annuity Company
P.O. Box 150403
Hartford, CT 06115-0403
- Wire Transfer**
Please fax this form to 1-860-273-6360 and wire funds to:
The Chase Manhattan Bank
New York, NY 10087
Premium Collection FBO Separate Account ABA # 021000021
Account # 9102789493
OBI Field: Include Social Security No., Participant Name, and Billing Group No.

Employee Certification

I understand that if the Investment Allocation section is not completed, the Direct Rollover will be invested using my current investment allocation under this billing group to the extent on file.

I acknowledge that I have read and accept the terms of this form and that the information shown is correct and complete.

| | | |
|-------------------------|-------------------------|-------------------|
| Participant's Signature | City/State where Signed | Date (mm/dd/yyyy) |
|-------------------------|-------------------------|-------------------|

Acceptance of Funds

ING Life Insurance and Annuity Company hereby agrees to accept funds from the current Trustee/Custodian/Carrier and deposit them into a 401 Variable Annuity Contract on behalf of the Participant executing this form in accordance with the applicable provisions of the Internal Revenue Code.



Paul R. Donovan, Senior Vice President

Attention Former Investment Provider: Please include a copy of this form when submitting the check or wire transfer per the "Method of Transfer of Funds to ING by Former Investment Provider" section above.



Information and Assistance

Don't Know Your PIN?

Your Personal Identification Number (PIN) is required to access your account by phone and to register for your online account. If you don't know your PIN, please call ING at 1-800-262-3862.

PIN for Multiple Accounts

Please note: if your PIN information differs across your accounts, you will need to log in to each account separately when accessing your account by phone.

Don't Know Your Online User ID and Password?

You will create your User ID and Password when you register for your online account. If you forget your password, you can obtain it by going to the "log in" page and clicking "Forgot Your Password?"

If you forget your User ID or need to speak to an ING Customer Service Associate for any reason, please call us at 1-800-262-3862. Monday-Friday, 8:00 a.m. – 10:00 p.m., ET; Saturday, 8:00 a.m. – 4:00 p.m. ET.

ING Access by Phone

To access your account through the telephone, use our automated voice response system. It is available toll-free, 24 hours a day, 7 days a week at 1-800-262-3862.

Para Asistencia en Español

Si usted necesita asistencia en español sobre su plan de ahorros simplemente marque 1-888-277-7017 para comunicarse con uno de nuestros representantes que hablan español. Este servicio está a su disposición de lunes a viernes, de 8:00 a.m. a 10:00 p.m. hora del este.

For Special Needs Assistance

Toll-free AT&T Relay Customer Service is available for deaf, hard-of-hearing and/or vision-impaired customers wishing to access their account.

1-800-855-2880 (TDD)

1-800-855-2882 (ASCII)

1-800-855-2883 (Telebraille)

ING Access by Web

To access your account online, visit: www.ingretirementplans.com

1. Click on "log in." If you haven't used ING Access before, click "sign up."
2. Enter your User ID and Password* and click "enter."
3. Click on "Enter ING Access."

Interactive Financial Calculators

Visit www.ingretirementplans.com to access a series of interactive calculators to help you apply financial concepts to your own circumstances.

Transition Counseling

ING can provide transition counseling to help you protect your retirement investments whether switching jobs or getting ready to retire. Call Investor Services at 1-888-681-3153 to receive information.

* First-time users will be asked to fill out a brief registration form before entering ING Access online. This form will prompt you to create a personalized User ID and Password that you will use to access your account(s). You will need your Social Security number and PIN to complete the registration process.

The ING Companies FINANCIAL SOLUTIONS FOR TODAY'S WORLD

Products that span the financial spectrum

Distribution through customers' channel of choice

Services to help manage financial, benefits and retirement programs

Retirement plan funding programs from, and insurance contracts and annuities issued through, ING Life Insurance and Annuity Company. Securities distributed through, and seminars and financial planning offered by, ING Financial Advisers, LLC (member SIPC). All of these companies are wholly owned indirect subsidiaries of ING Groep N.V.

Products and services may not be available in all states. Securities are also distributed through other broker-dealers with which ING Financial Advisers, LLC has selling agreements.

www.ingretirementplans.com

© 2002 ING North America Insurance Corporation, 5780 Powers Ferry Road, Atlanta, GA 30327-4397

C01-1119-017