

Voya Fixed Annuity

Voya Fixed Annuity for Part-Time Employees of
457(b) Public Employer Deferred Compensation Plan or
401(a) Public Employer Defined Contribution Plan

Participant Information
S.P.MS.3-1 (05/08)

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NOW IS THE TIME TO START PLANNING FOR RETIREMENT!

This information booklet is a summary of the key provisions of the group annuity contract between Voya Retirement Insurance and Annuity Company (the Company, we, us, our) and your employer or a trustee appointed by your employer (the contract holder). The contract accepts contributions to the retirement plan (plan) for part-time employees that your employer sponsors under Internal Revenue Code (the Code) Section 457(b) or 401(a) of the federal tax laws. Your employer may use the plan as an alternative to Social Security benefits*.

* Such a plan is also known as a "FICA alternative plan" (FICA is the Federal Insurance Contributions Act). A FICA alternative plan is an alternative to Social Security coverage for certain part-time, seasonal, temporary or contract employees as permitted by the federal Omnibus Budget Reconciliation Act of 1990 ("OBRA").

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. Contributions are invested in the Voya Fixed Account and you will receive periodic statements that provide confirmation of any account transactions. It is important that you review your confirmations 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 the confirmation.

When you retire, the plan may allow you to take your benefit in the form of an annuity (that is, a series of payments for life or a definite period). Several contract payment options are available to pay benefits to you over time.

Your retirement benefits are governed exclusively by the provisions of the plan and not by the contract that we deliver to your employer. 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 and an indirect wholly-owned subsidiary of Voya Financial, Inc. ("Voya[®]"), a financial institution active in the fields of insurance and asset management. Securities are distributed through and financial planning is offered by Voya Financial Partners, LLC (member SIPC), and other companies with which Voya has selling agreements.

ACCUMULATION AND INCOME PHASES

Two periods of time are important to consider when planning for retirement. During the accumulation phase, you and/or your employer make plan contributions that are deposited and invested in the contract. Contributions and interest accumulate to provide future retirement income.

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 lifetime income. During this income phase, you, as the "payee," can receive periodic retirement benefit payments based on your life expectancy or a specified period of time, as permitted under your employer's plan.

Voya Fixed Account

The Voya Fixed Account (Fixed Account) provides stability of principal and guarantees that annual credited interest will equal or exceed a contractual "minimum interest rate" of 3%. The Company's claims-paying ability should be taken into consideration in evaluating interest rate guarantees.

We may credit current interest at a rate greater than the 3% minimum interest rate. The current credited interest rate (that we may change at any time) will be provided to you at your enrollment. Contact your local representative for information regarding the current credited interest rate in effect for your plan's contract.

The contractual minimum interest rate and the current credited interest rate are both 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 credited interest rate, subject to the guarantees described above.

LIMITATIONS ON CONTRIBUTIONS

Contributions to your account are subject to Code Restrictions. There are different limitations that apply to 457(b) and 401(a) plans:

401(a) Plans: The total annual contributions by you and your employer cannot exceed, generally, the lesser of 100% of your compensation or \$53,000 (as indexed for 2015). Compensation means your compensation for the year from the employer sponsoring the plan and includes any elective deferrals under Tax Code Section 402(g) and any amounts not includible in gross income under Tax Code Sections 125 or 457.

This limit applies to your contributions as well as to any contributions made by your employer on your behalf. An additional requirement limits your salary reduction contributions to a 401(k) plan to generally no more than \$18,000 (2015). Contribution limits are subject to annual adjustments for cost-of-living increases. Your own limit may be higher or lower, depending upon certain conditions.

Purchase payments to your account(s) will generally be excluded from your gross income. Roth 401(k) salary reduction contributions are made on an after-tax basis.

457(b) Plans: The total annual contributions made by you and your employer to a 457(b) plan cannot exceed, generally, the lesser of 100% of your includible compensation or \$18,000 (as indexed for 2015). Generally, includible compensation means your compensation for the year from the employer sponsoring the plan, including deferrals to the employer's Tax Code Section 401(k), Roth 401(k), 403(b), Roth 403(b), and 125 cafeteria plans in addition to any deferrals to the 457(b).

Catch-up Contributions: Notwithstanding the contribution limits noted above, if permitted by the plan, a participant in a 401(k), Roth 401(k) or 457(b) plan of a governmental employer who is at least age 50 by the end of the plan year may contribute an additional amount not to exceed the lesser of:

- \$6,000; or
- The participant's compensation for the year reduced by any other elective deferrals of the participant for the year.

Special 457 Catch-ups: Additional special catch-up provisions may be available for 457(b) plans ("Special 457 Catch-ups") during the three years prior to the participant's normal retirement age. Note that the Special 457 Catch-ups cannot be used simultaneously with the catch-up contribution provisions referenced above.

Specifically, a participant may elect to defer the larger of: twice the deferral limit (\$36,000); or the basic annual limit plus the amount of the base limit not used in prior year (only allowed if not using age 50 and over catch-up contributions.) For advice with respect to these catch-up provisions, please consult your own tax and/or legal adviser.

PREMIUM TAX

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

There is no annual maintenance fee deducted from your account.

RESTRICTIONS ON DISTRIBUTIONS

Under your employer's plan, distributions may not be made available to you until the occurrence of certain triggering events. These may include attaining age 70½; experiencing a severance from employment; or facing a financial hardship or unforeseeable emergency.

Withdrawal Fee

On full or partial contract surrenders, we may deduct a withdrawal fee, if applicable. The fee is calculated as a percentage of the amount withdrawn and allows us to recover a portion of our sales and administration expenses. If a withdrawal fee applies, the percentage will be determined as follows:

Length of Time from Individual Account Effective Date (Years)	Withdrawal Fee
Fewer than 5	5%
5 or more but fewer than 7	4%
7 or more but fewer than 9	3%
9 or more but fewer than 10	2%
10 or more	0%

Since the primary purpose of the contract is to provide retirement income benefits for plan participants, we will not deduct a withdrawal fee against any distribution made to you as a benefit payment under the plan for any of the following reasons:

1. Death;
2. Separation from service with your employer;
3. Permanent disability, as defined in the Code and if certified by your employer;
4. Election of an annuity payment option on a life-contingent basis or for a stated period;
5. Election of the Estate Conservation Option or the Systematic Withdrawal Option;
6. Your account value is equal to or less than \$1,000 and no amount has been withdrawn or used to purchase annuity benefits during the previous 12 months;
7. Unforeseeable emergency or financial hardship, as applicable, as defined in the Code and if certified by your employer; or
8. Any in-service withdrawal permitted by the plan and if certified by your employer.

DISTRIBUTION OPTIONS

The Company may offer one or more Systematic Distribution Options (SDO) that allow for scheduled withdrawals from a participant account during the contract's accumulation phase. SDO payments are

available, where allowed by the plan, to participants who meet certain minimum account value requirements under the contract. Age requirements may also apply.

The distribution options that are currently available include the Systematic Withdrawal Option and the Estate Conservation Option. We reserve the right to discontinue these options, and to change the terms of future elections of these options. Other options may be added in the future. Additional information on the available options can be provided upon request.

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

Once elected, you may revoke SDO payments by submitting a revocation form to our Home Office. Contact your local representative or our customer service center to obtain the form. 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 adviser prior to requesting the election of these options due to the potential for adverse tax consequences.

REQUIRED PAYMENTS

Distributions for all participants must begin in the form of periodic benefit payments no later than the April 1 following the calendar year in which you turn age 70½ or retire, whichever occurs later, or be made in a lump sum by the same date. The plan must direct us to commence periodic payments or make a lump-sum payment.

PAYMENT OPTIONS

Several different payment options, as allowed under your employer's plan, are offered under the contract during the income phase. All life income options - 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.

While the Company may make other options available, the following payment options are currently offered:

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

Annuity Options - Only a fixed interest annuity option using the Company's general account is available under the contract. Under a fixed annuity, the amount of your income phase payment remains fixed and consistent. The following fixed 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.
- **Life Income for One Payee** - periodic payments made for the life of the payee. If elected, a choice must be made of:
 1. Payments cease at the death of the payee; or

2. Payments are made for as long as you live with minimum specified number of payments guaranteed (5, 10, 15, or 20 years may be elected). If you die before the end of the specified 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 Payees - periodic payments made for the life of the payee and a second payee, one of whom is designated as the primary payee. Payments will continue until both payees have died. If elected, a choice must be made of:
 1. 100%, 66⅔%, or 50% of the payment amount to continue to the surviving payee after the first death; or
 2. 100% of the payment amount to continue to the surviving payee after the first death with payments guaranteed for a period of at least 10 years
 3. 100% of the payment amount to continue to the primary payee at the death of the designated second payee and 50% of the payment amount to continue to the designated second payee at the death of the primary payee.

The payment option you select must result in a first payment of at least \$20 or total yearly payments of at least \$100. If your account value is not sufficient to provide the minimum amount specified, a lump-sum payment must be elected. Except as specified above, once a payment option is elected, the option may not be changed.

In no event may annuity payments extend beyond (a) your life; (b) the lives of you and your beneficiary; (c) any certain period greater than your life expectancy; or (d) any certain period greater than the joint life expectancies of you and your beneficiary. In addition, when your payments start, your age plus the number of years for which payments are guaranteed cannot exceed that permitted by the Code minimum distribution regulations.

DEATH BENEFIT DURING ACCUMULATION PHASE

If you die before payments begin, any benefits due under the contract are payable to the plan. The plan's authorized representative will direct us to pay a death benefit to your plan beneficiary in a lump sum or in one of the contract periodic 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, plan contributions and investment earnings 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 that we withhold federal income taxes from the taxable portion of distributions under the contract made directly to you or to any beneficiaries. Most 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 (IRS) whether or not federal income taxes are withheld. Based on current tax law, withholding does not apply to distributions that are rolled over via direct transfer to an Individual Retirement Account/Annuity, a qualified plan, a Section 403(b) tax

deferred annuity arrangement or another governmental 457(b) plan. However, a 10% excise tax will apply to any subsequent pre-mature distributions of such rolled-over amounts and to pre-mature distributions from a 401(a) plan. Generally, pre-mature distributions are those made before you attain age 59½. *Note that taxable distributions of non-rollover amounts paid directly from a governmental 457(b) plan currently are not subject to the age 59½ restrictions.*

For more complete tax information, please consult your legal or tax adviser.

CHANGES TO THE CONTRACT

The Company may change the contract by giving written notice to your employer 30 days prior to the effective date of the change. The contract may also be changed to comply with federal or state law. Changes to certain contract provisions may apply only for new participants and contributions made to 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 unless it is deemed necessary for the plan or contract.

PAYMENT DELAY

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