

MULTISET PLUS ANNUITY DISCLOSURE

ING USA Annuity and Life Insurance Company (the "Company")
Service Office: P.O. Box 617, Des Moines, IA 50303-0617

Contract Form Series: 1825-2/95, 1818-4/96, 1826-5/95

Some features of this annuity may not be available in all states or may vary by state. If you have any questions please contact your representative or the Company for details. This form is not intended to be a complete explanation of your annuity. Only your annuity contract contains complete details. Please read the disclosure, sign below and return all pages.

1. WHAT IS AN ANNUITY?

An annuity is a long-term financial product offered by insurance companies. This annuity is a single premium deferred annuity, which means you can make just one premium payment and receive an income from this annuity at a later date.

Free Look Period

After you receive your contract, you have a number of days to review your annuity contract. During that period, if you decide against the purchase, you can return the contract and receive a complete refund of your premium.

2. HOW MUCH WILL I EARN ON MY ANNUITY?

Some guarantee periods may offer a higher interest rate in the first year of your guarantee period. If so, you will receive the first-year rate only during the first year. The base interest rate will be credited for the remainder of the guarantee period. The initial premium will receive our current interest rate as of the date the premium is received in our Service Office.

At the end of the period you may renew your contract for another period with the interest rate then in effect for that period. Your annuity has a minimum guaranteed interest rate. The company guarantees you will earn at least 1.5% on any guarantee period you choose, adjusted for withdrawals, premium taxes, and any applicable surrender charges (if you surrender your annuity prematurely).

Interest Rate Hold Period

If your initial premium consists of money that is transferred from another product, the interest rate shown is subject to change. If the company does not receive the money within a specified number of days from the date on which it sends a written transfer request to the company that issued the existing product, the interest rate may change. Ask your representative for the number of days allowed.

3. WHAT HAPPENS WHEN I NEED MY MONEY?

Annuitization

When you annuitize your contract, you convert your annuity into a series of income payments based on a payout option you select, including ones that could guarantee an income for your lifetime or for a specific period of years. With this annuity, you can annuitize anytime after the first contract year. In most cases, to avoid a surrender charge and a Market Value Adjustment (MVA)¹, your income payments must be spread over at least five years². Once you have chosen to annuitize your contract, you may not surrender it or have access to any values other than your income payments.

Free Withdrawals

During any contract year, you can withdraw the interest that has been credited to your annuity without a surrender charge or MVA¹. Because your annuity is credited and compounded daily, withdrawing your interest more frequently than annually will reduce the amount of interest you earn each year.

After the first contract year, you can withdraw up to 10% of the accumulation value of your annuity without a surrender charge or MVA¹. For withdrawals or surrenders which exceed the free withdrawal amount, surrender charges and MVAs will be retroactively applied to any free withdrawals made during that contract year. In IN, MD, and NJ the surrender charge only applies to that portion of the total amount withdrawn in a contract year that exceeds 10% of the accumulation value.

Market Value Adjustment (not applicable in UT, VT, and WA)

If the total amount withdrawn in a contract year exceeds the free withdrawal amount, the entire amount withdrawn in that year is subject to an MVA¹. An MVA¹ helps offset the risk incurred by the company when money is withdrawn at a time when the market value of the investments backing the annuity is low. The amount of the MVA¹ is determined by a mathematical formula using the difference between an external interest-rate index at the time of each premium payment and the same index at the time of withdrawal.

The MVA¹ can increase or decrease the accumulation value, but is always limited to the amount of interest credited in excess of the minimum guaranteed interest rate. In no event will the accumulation value of your contract, adjusted by the MVA¹, be less than premiums paid, less withdrawals. The MVA¹ does not apply during the 30-day period following the end of the guarantee period. It will apply to each new guarantee period.

Note: Texas limits any positive or negative MVA interest earned or index credits in the past 12 months.

¹MVA does not apply in UT, VT, and WA.

²Ten-year contractual time frame.

3. WHAT HAPPENS WHEN I NEED MY MONEY? *(continued)*

Surrender Charges

The surrender charge, shown below, is a percentage of the amount withdrawn.

Contract Year	1	2	3	4	5	6	7	8	9	10+
Percentage	7%	7%	7%	6%	5%	4%	3%	2%	1%	0%

For UT, VT, and WA, the surrender charge, shown below, is a percentage of the amount withdrawn.

Contract Year	1	2	3	4	5	6	7	8	9	10+
Percentage	9%	8%	7%	6%	5%	4%	3%	2%	1%	0%

If a withdrawal or full surrender exceeds the free withdrawal amount in any contract year, a surrender charge and MVA¹ will apply to the full amount withdrawn in that contract year. The surrender charge does not apply during the 30-day period following the end of the guarantee period. In most states, it will apply to each new guarantee period.

Return of Premium

Your contract guarantees that your cash surrender value will never be less than the premium you paid, less any premium taxes and withdrawals.

Nursing Home Waiver

If the owner needs to withdraw all or part of the value of the annuity because the annuitant becomes confined to an eligible nursing home or hospital for at least 30 consecutive days after the contract effective date, the company will waive the surrender charge and MVA¹. (Not available in Massachusetts or Texas.)

Death Benefit

Upon the death of the owner or annuitant, the company waives any applicable surrender charge and pays the greater of the accumulation value or the accumulation value plus MVA¹ directly to the designated beneficiary. The Internal Revenue Code requires payment of the death benefit upon the death of an owner. Your annuity contract contains complete details.

Accumulation Value

The accumulation value of the contract is equal to the premium paid, less any partial withdrawals, less any state premium taxes, accumulated with interest.

Cash Surrender Value

The cash surrender value of this contract is equal to the accumulation value less any surrender charges and MVA¹.

Tax Treatment

When you make withdrawals or surrender your annuity, you may be subject to federal income tax on the amount withdrawn. In addition, you may be subject to a 10% federal penalty tax if you make withdrawals or surrender your annuity before age 59 1/2. Federal law requires the withdrawals be taken first from interest earnings. State premium taxes may reduce the final value of your annuity. If this is a qualified annuity, all distributions may be taxable. Taxable distributions may also be subject to state income tax.

4. AGENT COMPENSATION

The following is a general discussion of the compensation the Company pays for the sale of its annuity contracts. The Company pays commissions and other sales expenses from its general assets and revenues, including amounts it earns from fees and charges under the contracts. The price of an annuity is set by the Company, and reflects the compensation it pays for the sale of the contracts. It also covers the cost of contract guarantees, other costs such as the design, manufacture and service of the contracts, as well as the investment management needed to support the contracts' values.

Agents earn a commission for each Company contract sold. The commission is generally a percentage of the contract premiums you pay. The percentage may be higher for agents that sell a larger number of Company contracts. Agents also receive compensation for any additional amounts you add to your annuity contract. The actual percentage and amount of commission paid will vary based on the specific circumstances of your purchase.

Agents may receive additional compensation from the Company as a reward for things like achieving certain sales volume levels, sales contest objectives or other measures. The Company may also pay for agent education, training or attendance at conventions, and may pay bonuses, provide financing, or provide other payments or benefits. In addition, agents may be associated with marketing organizations (MOs) that have agreements with us. In these instances, the Company may pay the commission, in whole or in part, directly to the MO. The MO may, in turn, pay the agent a commission.

5. OTHER NOTES

- If you surrender your contract, you may receive back less than your original premium due to surrender charges.
- Any examples or historical performance shown should not be considered a representation of future performance of your annuity contract. Future performance may be greater or less than any performance shown in connection with the sale and issue of your annuity contract.
- If this annuity is replacing an existing annuity, it is important that you compare the two, taking into account whatever surrender charges you may incur on the surrender of the existing annuity and your need to access your money. For information about your existing annuity, contact the issuing company.
- IRAs and qualified plans already receive tax-deferred treatment. If this annuity will be used for an IRA or qualified plan, consider other features about this annuity in your purchase decision.
- Neither the Company nor its agents or representatives may give tax or legal advice. Consult with your tax advisor or attorney as to the applicability of this information to your own situation.

6. APPLICANT STATEMENT

I have read, or have been read, this document and understand its contents. By signing below, I acknowledge and understand the following:

- I have applied for an annuity. In doing so, I have discussed my investment objectives, my anticipated financial needs and my risk tolerance with my agent and believe this annuity meets my current financial needs and objectives.
- It is within the Company's sole discretion to set the interest rate on this annuity, subject to the minimum guaranteed value contained in the contract.
- Values of this annuity are not federally insured by the FDIC, the Federal Reserve Board or any other federal or state agency.
- Withdrawals may be subject to surrender charges and/or market value adjustments.
- Any values referred to in this document (other than the minimum guaranteed values) are not guarantees, promises or warranties.

Owner(s)/Applicant(s) Name (Please print) _____

Owner(s)/Applicant(s) Signature(s) _____

Social Security # _____ Phone # _____ Date _____

7. AGENT STATEMENT

By signing below, I acknowledge that I have reviewed this document with the applicant. I certify that a copy of this document, a copy of the Buyer's Guide, as well as any advertisement used in connection with the sale of this annuity, has been provided to the applicant. I have not made statements that differ in any significant manner from this material. I have not made any promises or guarantees about the future value of any nonguaranteed elements.

☐ If this sale does not satisfy the company's replacement policy, check this box and attach an explanation.

Agent Name (Please print) _____

Agent Signature _____ Date _____