



# EQUITABLE

## EQUI-VEST® VANTAGE<sup>SM</sup> Hardship Withdrawal Request for TSA Plans NJ ACTS

**Express Mail:**  
Equitable  
EQUI-VEST® Processing Office  
8501 IBM Dr., Suite 150-GR  
Charlotte, NC 28262-4333  
**Regular Mail:**  
Equitable  
EQUI-VEST® Processing Office  
PO Box 1430  
Charlotte, NC 28201-1430

For Assistance: Call (800) 628-6673  
Monday – Thursday 8:00 a.m. – 7:00 p.m. EST  
Friday 8:00 a.m. – 5:00 p.m. EST  
Fax Number: (816) 701-4969

### Requirements

Before completing this form, read “403(b) Contract Hardship Withdrawal Requirements” located at the bottom of this form. Please note that Equitable will not process your request if the Employer sponsoring your 403(b) plan, or its designee, has specifically advised that hardship withdrawals are not permitted in its plan. You must certify that your hardship situation meets the criteria for hardship distributions under federal tax regulations, and that there are no other resources available to meet the need.

### 1. Participant Information *(Certificate number must be provided to process this request.)*

Name (Last Name, First Name, Middle Initial)		Certificate Number
Address		City/State/Zip
Daytime Phone Number	Mobile Phone Number	Email Address
Financial Professional	Social Security Number	
Is this a change to your address on our records: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Employer – Name: _____		Unit #: _____

### 2. Withdrawal Amount Requested *(Please note: Check will be made payable to the Participant)*

A hardship distribution may not exceed the amount necessary to satisfy the immediate and heavy financial need (which may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution). The total amount withdrawn will include any applicable withdrawal charges, which are deducted in addition to the requested withdrawal, from your total Annuity Account Value. Hardship distributions are limited to the amount of the employee’s elective deferrals.

#### I am requesting a hardship withdrawal from my 403(b) TSA Contract:

A. Total of hardship withdrawal expense:	Amount needed \$ _____
B. I request additional funds to cover taxes on this withdrawal:	Amount needed \$ _____

**Note:** 10% federal income tax will be withheld from the withdrawal amount requested unless you elect not to have income tax withheld or specify a different rate on IRS Form W-4R in Section 6.

C. Total hardship withdrawal requested (add lines A & B)	Total amount needed \$ _____
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D. To satisfy this hardship need, I have also applied for a hardship withdrawal from the following companies:

- Company Name/Acct. #: \_\_\_\_\_ Amount: \$ \_\_\_\_\_
- Company Name/Acct. #: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

### 3. Hardship Circumstances

In this list, understand that “employee” refers to me, “beneficiary” refers to the individual I designated as my beneficiary under the 403(b) Plan, and “dependent” is defined in Internal Revenue Code Section 152. I have reviewed the information on the “403(b) Contract Hardship Withdrawal Requirements” on the last page of this form. I will describe the circumstances further in Section 4, and the amount of my need.

**I certify that my hardship is due to the following immediate and heavy financial need:**

- Medical care expenses previously incurred by the employee, the employee’s spouse, any dependents of the employee, or the employee’s primary beneficiary under the 403(b) plan, necessary for these persons to obtain medical care;
- Costs directly related to the purchase of a principal residence for the employee (excluding mortgage payments);
- Payment of tuition, related educational fees, and room and board expenses, for the next 12 months of post-secondary education of the employee, or the employee’s spouse, children, dependents, or primary beneficiary under the 403(b) plan;
- Payment necessary to prevent eviction of the employee from the employee’s principal residence, or foreclosure on the mortgage on that residence;
- Payment of funeral expenses for the employee’s spouse, dependent, or primary beneficiary under the 403(b) plan;
- Certain expenses relating to the repair of damage to the employee’s principal residence.
- Payment of expenses and losses incurred by the employee on account of a disaster declared by the Federal Emergency Management Agency (FEMA). The employee’s principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA.

### 4. Withdrawal Instructions from the Investment Options

**How you want your hardship withdrawal taken:**

- For withdrawals **only** from the Guaranteed Interest Option (GIO) and/or the Variable Investment Options (excluding the Fixed Maturity Options (FMOs)), **complete Section 5A.**
- For withdrawals only from the Fixed Maturity Option(s), **complete Section 5B.**
- For withdrawals from **both** the GIO and/or the Variable Investment Options, and FMOs, **complete Sections 5A and 5B.**

**A. Withdrawals from the GIO and/or Variable Investment Options only:**

- Please withdraw the total amount needed **proportionately** from the GIO and/or Variable Investment Options.

The withdrawal amount will be withdrawn first from the GIO and Variable Investment Options on a pro rata basis. If the withdrawal exhausts the GIO and the Variable Investment Options or if there is no value in the GIO and Variable Investment Options, amounts will be withdrawn from the Structured Investment Option Segment Holding Account. Note that you can only request that a withdrawal be taken specifically from the Segment(s) (other than on a Segment Maturity Date) when there is zero value in all other investment options (including FMOs and the Segment Holding Account). Before the Segment Maturity Date, the value used for the withdrawal from the Structured Investment Option will be the Segment Interim Value.

- Please withdraw the specific **dollar amount** as designated below from the GIO and/or Variable Investment Options.

Specific dollar amounts should be taken from the GIO and/or Variable Investment Options. If you wish to withdraw the entire amount from your GIO or from a specific Variable Investment Option, you may enter “all” next to that option. The amount withdrawn will be the withdrawal amount plus any applicable withdrawal charges.

You can only request that a withdrawal be taken specifically from the Segment(s) (other than on a Segment Maturity Date) when there is zero value in all other investment Options (including FMOs and the Segment Holding Account). Before the Segment Maturity Date, the value used for the withdrawal from the Structured Investment Option will be the Segment Interim Value.

**4. Withdrawal Instructions from the Investment Options** (continued)

\$ _____ 1290 VT GAMCO Small Company Value (37*)	\$ _____ EQ/MFS Technology (9S*)
\$ _____ 1290 VT SmartBeta Equity ESG (9C*)	\$ _____ EQ/MFS Utilities Series (9T*)
\$ _____ 1290 VT Socially Responsible (92*)	\$ _____ EQ/Mid Cap Index (55*)
\$ _____ EQ/400 Managed Volatility (7L*)	\$ _____ EQ/Moderate Allocation (T4*)
\$ _____ EQ/AB Small Cap Growth (TP*)	\$ _____ EQ/Money Market (T3*)
\$ _____ EQ/Aggressive Allocation (18*)	\$ _____ EQ/Morgan Stanley Small Cap Growth (9Y*)
\$ _____ EQ/American Century Mid Cap Value (9J*)	\$ _____ EQ/PIMCO Global Real Return (8Y*)
\$ _____ EQ/Balanced Strategy (8Q*)	\$ _____ EQ/PIMCO Ultra Short Bond (28*)
\$ _____ EQ/ClearBridge Select Equity Managed Volatility (6F*)	\$ _____ EQ/Small Company Index (97*)
\$ _____ EQ/Common Stock Index (T1*)	\$ _____ EQ/Wellington Energy (9O*)
\$ _____ EQ/Conservative Allocation (15*)	\$ _____ American Funds Insurance Series The Bond Fund of America (8V*)
\$ _____ EQ/Core Bond Index (96*)	\$ _____ Delaware Ivy VIP High Income (8G*)
\$ _____ EQ/Core Plus Bond (TH*)	\$ _____ Guaranteed Interest Option (A1*)
\$ _____ EQ/Emerging Markets Equity PLUS (8W*)	\$ _____ Multimanager Aggressive Equity (T2*)
\$ _____ EQ/Equity 500 Index (TE*)	\$ _____ Multimanager Core Bond (69*)
\$ _____ EQ/Fidelity Institutional AM® Large Cap (9K*)	\$ _____ Segment Holding Account for S&P 500 1 yr -10% Buffer (V1*)
\$ _____ EQ/International Core Managed Volatility (88*)	\$ _____ Structured Investment Option S&P 500 1 yr -10% Buffer (V2*)**
\$ _____ EQ/International Equity Index (TN*)	\$ _____ Target 2015 Allocation (6G*)
\$ _____ EQ/International Value Managed Volatility (73*)	\$ _____ Target 2025 Allocation (6H*)
\$ _____ EQ/Invesco Global (6A*)	\$ _____ Target 2035 Allocation (6I*)
\$ _____ EQ/Invesco Global Real Assets (9M*)	\$ _____ Target 2045 Allocation (6J*)
\$ _____ EQ/Janus Enterprise (08*)	\$ _____ Target 2055 Allocation (8Z*)
\$ _____ EQ/JPMorgan Growth Stock (32*)	\$ _____ VanEck VIP Global Resources (8N*)
\$ _____ EQ/JPMorgan Value Opportunities (72*)	
\$ _____ EQ/Large Cap Growth Index (82*)	
\$ _____ EQ/Large Cap Value ManagedVolatility (89*)	
\$ _____ EQ/Loomis Sayles Growth (34*)	
\$ _____ EQ/MFS International Growth (26*)	
\$ _____ EQ/MFS Mid Cap Growth Focused Growth (9P*)	

\* The number in parentheses is shown for data input reasons only.

\*\* There must be a zero balance in all other investment options before amounts can be withdrawn from the segments.

**B.  Withdrawals from Fixed Maturity Option (FMO) Only**

The amount withdrawn from your FMO will be at the Market Adjusted Amount.

**Specific Dollar Amount(s) or Percent(s)**

Complete below if you wish specific dollar amounts or percents to be taken from your FMO. If you wish to withdraw the entire amount from any one Period, you may enter "all" next to that Period. Be sure to insert the maturity year for each Period selection. The amount withdrawn will be the amount requested plus any applicable withdrawal charges.

*Note: Amounts in this section cannot be withdrawn in both dollars and percents. Amounts must be made either in dollars or percents only.*

FMO – Period \_\_\_\_\_ \$ \_\_\_\_\_ or % \_\_\_\_\_ FMO – Period \_\_\_\_\_ \$ \_\_\_\_\_ or % \_\_\_\_\_  
 maturity year maturity year

FMO – Period \_\_\_\_\_ \$ \_\_\_\_\_ or % \_\_\_\_\_ FMO – Period \_\_\_\_\_ \$ \_\_\_\_\_ or % \_\_\_\_\_  
 maturity year maturity year

**5. Important Tax Notification**

We will automatically withhold 10% federal income tax from the taxable portion of your hardship withdrawal unless you check the box below or specify a different rate on the IRS Form W-4R submitted with this Form. IRS Form W-4R is available at [www.irs.gov](http://www.irs.gov). Some states require us to withhold state income tax if federal income tax is withheld. Please consult your tax advisor for rules that apply to you. Equitable is required to withhold federal income tax on payments from 403(b) annuity contracts, which may be included in gross income. If we withhold income tax, any income tax withheld is a credit against your income tax liability.

**If your address of record is not a US residence, please complete the following  :**

- I am a U.S. citizen, or a non-U.S. citizen who is treated as a "U.S. person".
- I am not a U.S. person. I attach IRS Form W-8BEN.

## 5. Important Tax Notification

### Federal Tax Withholding:

- I do not want federal income taxes (and state, if applicable) withheld from my hardship withdrawal. I have provided my U.S. residence address and Social Security number in Section 1 of this form. I have not asked for payment to be sent outside the United States. I understand that I am responsible for the payment of any estimated taxes, and that I may incur penalties if my payments are not enough. Under penalties of perjury, I certify that the the number shown on this form is my correct Social Security Number.
- I WANT to have 10% Federal Income Tax (and applicable state income tax) withheld from my hardship withdrawal (default option)
- I WANT Federal Income Tax withheld from my hardship withdrawal at a rate indicated on the attached IRS Form W-4R. I understand that if no IRS Form W-4R is attached to this Form, or if the IRS Form W-4R is incomplete or invalid, that 10% default withholding will apply.

### State Withholding Election:

- I want State Tax withholding different from my Federal election above.  
Withhold \_\_\_\_\_% or \$ \_\_\_\_\_ for state (if applicable)

## 6. Delivery Options

**PLEASE SELECT ONLY ONE OPTION FOR WHERE YOU WOULD LIKE YOUR PAYMENT SENT. IF YOU DO NOT COMPLETE THIS SECTION, WE WILL DEFAULT TO THE ADDRESS OF RECORD AND SEND YOU A CHECK VIA FIRST CLASS MAIL.**

- First Class Mail No Fee** — Please allow 5-10 business days for delivery of your check.
- Direct Deposit No Fee** — **Please enter your bank account information on lines 1-4 below.** Please allow 5-7 business days for delivery. **You must attach a voided personal check for Direct Deposit requests. We cannot process your request without it.**
- Express Delivery \$35 fee** — Allow 4 business days for delivery of your check.
- Wire Transfer \$90 fee** — **Only available for net wire amounts of \$10,000 or more. Please enter your bank account information on lines 1-4 below.** Allow 2 business days for delivery of your funds. **You must attach a voided personal check for Wire Transfer requests. We cannot process your request without it.**

**PLEASE NOTE: IF WE ARE UNABLE TO VERIFY THE BANK ACCOUNT INFORMATION BASED ON THE INFORMATION YOU PROVIDED, A CHECK WILL BE MAILED TO YOUR ADDRESS OF RECORD VIA FIRST CLASS MAIL.**

- This bank account has been previously used by me to electronically receive funds from Equitable. I acknowledge that for my own security, if this cannot be verified, a check payable to me will be mailed to my address of record.
- This bank account has not been used previously for electronic transfer of funds with Equitable. I acknowledge that for my own security, Equitable will attempt to validate the bank account, and if this cannot be verified, a check payable to me will be mailed to my address of record.

**Enter your bank account information on lines 1-4.**

The image shows a voided personal check with the following fields highlighted by numbered callouts:

- 1: Name as it appears on bank account
- 2: Name of Bank / Financial Institution
- 3: Bank ABA / Routing # (9 Digits)
- 4: Account #

Routing Number

Account Number

① \_\_\_\_\_  
Name as it appears on bank account

② \_\_\_\_\_  
Name of Bank / Financial Institution

\_\_\_\_\_

\_\_\_\_\_

③ \_\_\_\_\_  
Bank - City, State, & Zip Code

④ \_\_\_\_\_  
Bank ABA / Routing # (9 Digits)

\_\_\_\_\_

\_\_\_\_\_

**For Wire Transfers only:  
For Further Credit To:**

\_\_\_\_\_

\_\_\_\_\_

## 7. Participant Certification

I request a hardship withdrawal to be made in accordance with federal tax rules. I understand that federal income tax of 10% will be withheld from the amount approved unless I am eligible to, and elect, not to have withholding or specify a different rate on the IRS Form W-4R submitted with this form.

I am aware this withdrawal will increase my taxable income for the year. I certify that I have obtained all other currently available distributions under the plan and all other plans of deferred compensation, whether qualified or nonqualified, maintained by the employer. I further certify that this withdrawal is necessary to satisfy the immediate and heavy financial need documented, that the amount requested is not in excess of the amount necessary to relieve the financial need, and the financial need cannot be satisfied from other resources reasonably available. I have read all the information provided on this form, including the 403(b) Contract Hardship Withdrawal Requirements. I certify that this distribution is being made on account of the reason checked above for a hardship.

The information on this form is correct and complete to the best of my knowledge. I authorize Equitable to make a hardship withdrawal from my 403(b) Contract. I understand that the withdrawal will be effective on the date that this form, properly completed and signed, is received at Equitable's EQUI-VEST Processing Office. Any properly completed and signed form received in Equitable's EQUI-VEST Processing Office after 4:00 PM Eastern Time or after an early close of regular trading on the NYSE, will be effective the next business day. I also understand that upon receipt of a valid request, Equitable has 5 business days to process this request.

For your protection, California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Financial transactions processed will be verified by a confirmation notice. If you do not receive the notice within 14 days of the transaction, please notify us immediately.

\_\_\_\_\_  
Participant Signature (electronic signatures not acceptable)

\_\_\_\_\_  
Date

## 8. EMPLOYER AUTHORIZATION

As the authorized person for the local Employer of the participant identified in Section 1, the Employer authorizes the participant's request for a hardship withdrawal as permitted under the NJ ACTS 403(b) Program sponsored by the NJ Division of Pensions and Benefits. The plan administrator does not have actual knowledge that is contrary to the representation made by the participant in the above section. The plan administrator represents that this requested hardship distribution meets the requirements under the plan.

\_\_\_\_\_  
Authorized Signature of Employer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

**Medallion Signature Guarantee: (Please Place Stamp Below)**

**If the amount being withdrawn is \$250,000 or more, we will require a medallion signature guarantee. We may also require a medallion signature guarantee in other circumstances. You may obtain a medallion signature guarantee at most banking institutions.**

**A medallion signature guarantee may NOT be obtained by a notary public.**

## 403(b) CONTRACT HARDSHIP WITHDRAWAL REQUIREMENTS

Please review the following information before completing this form. Federal tax rules allow for "hardship withdrawals" from elective deferrals only under certain circumstances.

1. Federal tax regulations describe a hardship need as:

- an immediate and heavy financial need of the employee. The need of the employee may include amounts necessary to satisfy specified expenses of the employee's spouse or dependent. Under the provisions of the Pension Protection Act of 2006, the need of the employee also may include amounts necessary to satisfy specified expenses of the employee's primary beneficiary under the 403(b) plan, who need not be a spouse or dependent (Treas. Reg. §1.401(k)-1(d)(3)(i) and 1.401(k)-1(d)(3)(ii);



**403(b) CONTRACT HARDSHIP WITHDRAWAL REQUIREMENTS** (continued)

- Whether a need is immediate and heavy depends on the facts and circumstances. The Regulations provide a “safe harbor” in which certain categories of expenses are deemed to be “on account of an immediate and heavy financial need”, including: (1) certain medical expenses; (2) costs relating to the purchase of a principal residence; (3) tuition and related educational fees and expenses; (4) payments necessary to prevent eviction from, or foreclosure on, a principal residence; (5) burial or funeral expenses; (6) certain expenses for the repair of damage to the employee’s principal residence (Treas. Reg. §1.401(k)-1(d)(3)(ii)(B)); and (7) expenses and losses incurred on account of a FEMA declared disaster. Expenses for the purchase of a boat or television would generally not qualify for a hardship distribution. A financial need may be immediate and heavy even if it was reasonably foreseeable or voluntarily incurred by the employee; (Treas. Reg. §1.401(k)-1(d)(3)(ii)(A)). Even if the expenses are of the right category for a hardship withdrawal, the withdrawal from a 403(b) TSA contract has to be necessary to meet those expenses. A withdrawal from a 403(b) TSA contract is not deemed to be necessary if the employee has other reasonably available sources of funds to meet the need.
2. A hardship distribution may not exceed the amount of the employee’s need. A distribution is treated as necessary to satisfy an immediate and heavy financial need of an employee only to the extent the amount of the distribution is not in excess of the amount required to satisfy the financial need (including any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution). A distribution is not treated as necessary to satisfy an immediate and heavy financial need of an employee unless each of the following requirements is satisfied—
    - (1) The employee has obtained all other currently available distributions under the plan and all other plans of deferred compensation, whether qualified or nonqualified, maintained by the employer;
    - (2) The employee has provided to the plan administrator a representation in writing that he or she has insufficient cash or other liquid assets reasonably available to satisfy the need; and
    - (3) The plan administrator does not have actual knowledge that is contrary to the representation.  
(Treas. Reg. §1.401(k)-1(d)(3)(iii)(A)).
  3. Hardship distributions are includible in gross income unless they consist of designated Roth contributions. They also may be subject to an additional tax on early distributions of elective contributions. Hardship distributions are not repaid to the plan, thus permanently reducing the employee’s account balance under the plan. A hardship distribution cannot be rolled over into an IRA or another qualified plan.

**TERMS AND CONDITIONS****Additional Information**

- The Owner’s name on the contract must be the same as the owner of the bank/financial institution account.
- Your bank or financial institution may take 2 or more business days to deposit the funds into your account.
- Keep in mind that in order to take advantage of direct deposit, your financial institution **MUST** be a participating member of the AUTOMATED CLEARING HOUSE (ACH) Association.
- Please check with your bank to make sure they participate before completing this form.

**Direct Deposit Agreement****By my signature in Section 7 I consent to the following:**

- By submitting and signing below you are certifying that the bank routing number and bank account number provided are accurate. You should confirm these with your bank or financial institution prior to submitting the form to ensure that you have the correct information for direct deposit. Incorrect information may misdirect and/or delay receipt of your funds.
- I certify that the above account(s) bears my name, that I am an unrestricted and authorized signer for each account and that the funds are being deposited to a financial institution within the US and will remain in a US Bank. The funds will not be credited further to an international bank.
- I hereby authorize Equitable Life Insurance Company to directly deposit the amount of my withdrawal in the account listed above at the above-named bank/financial institution. This authorization will become effective only upon acceptance by Equitable. This agreement will remain in full force and effect until Equitable has received written notification from me of its termination in such time and in such manner as to afford Equitable and my bank or financial institution a reasonable opportunity to act on it.
- In the event that Equitable notifies the financial institution that funds to which I am not entitled have been deposited to my account, in error, I hereby authorize and direct the financial institution to return said funds to Equitable as soon as possible. If the funds erroneously deposited to my account have been drawn from that account so that return of those funds by the bank to Equitable is not possible, I authorize Equitable to recover those funds by off-setting the amount erroneously paid to me from any future payments from Equitable until the amount of the erroneous deposit has been recovered, in full. It is understood that I will be notified by Equitable when this condition occurs.