



EQUITABLE

Accumulator® Series Inherited Annuity Beneficiary Continuation Option (BCO) for NQ

THIS FORM IS NOT APPLICABLE FOR SERIES 06 AND LATER CONTRACTS, GENERALLY THOSE APPLIED FOR ON OR AFTER 7/10/2006, DEPENDING ON WHEN SERIES 06 WAS APPROVED IN YOUR STATE. IF YOUR CONTRACT WAS ISSUED AFTER 7/10/2006, PLEASE CALL US TO FIND OUT WHETHER YOU ARE ELIGIBLE TO USE THIS FORM.

**For Beneficiaries of Accumulator® Series Non-Qualified (NQ) Contracts
For Assistance Call (800) 789-7771**

Before you complete this form, please read the “Things to Consider” section on page 2, and the “Terms and Conditions” on the last page. In this BCO Form, we use the term contract to include both individual annuity contracts, and certificates issued under a group contract. We also use the term “beneficiary” to include both an individual who is beneficiary on the owner/annuitant’s death, and an individual who is successor owner when an owner dies and the annuitant is alive. **BCO for NQ is not available under Accumulator® Express.**

When you elect to become a Continuation Beneficiary, you automatically become the annuitant with respect to your portion of the Annuity Account Value (AAV) of the deceased owner’s contract. We sometimes refer to this as your “BCO Interest.” You will have the right to transfer amounts among the investment options available. As a Continuation Beneficiary, the law requires you to take annual minimum distributions from the contract. By paying income tax only upon receipt of distributions, you may ultimately stretch out the income tax impact on your benefits while your balance continues to be invested. You cannot make additional contributions to the contract. For income tax reasons contract ownership must continue to include the name of the deceased owner.

By electing the BCO option, the account value is subject to market fluctuation. There are no guarantees associated with the account value and the sum of withdrawals taken over the life of the BCO contract (including the surrender value) could be less than its beginning account value.

Eligibility for NQ BCO

- 1. BCO is only available if it is approved within the state where the contract was originally issued;** for more information, please contact our customer service representatives at 1-800-789-7771.
- 2. BCO is only available at the death of the contract owner.** For NQ contracts where the owner and annuitant are different, BCO is not available if the annuitant dies before the owner; a death benefit is payable.
- 3. All beneficiaries must be individuals.** If there are multiple beneficiaries, and any is non-natural, i.e., an estate, trust or a charity, the non-natural beneficiary cannot elect BCO and must take distribution of its portion of the death benefit of the AAV. However, the other individual beneficiaries can elect BCO for their respective shares of the AAV.
- The minimum amount to elect BCO for any beneficiary is \$5,000. See “Principal Protector” under “Things to Consider” for an exception to the minimum amount.
- Your election must be received **within 9 months** of the date of death. Beneficiaries who do not make a timely election will not be eligible for BCO.
- You will not be eligible to elect BCO if you make a death benefit or other contract settlement election that is inconsistent with BCO prior to submitting this form.** (Example: You will not be eligible for BCO if you previously elected Successor Owner/Annuitant or an annuity payout option when you submitted the official Claim to Annuity Benefits form and the Death Certificate.)
- We must receive a separate BCO election form from each Continuation Beneficiary.

Individuals Who May Elect BCO

- If the deceased owner was also the annuitant, the beneficiary named under the contract may elect BCO.
- If the deceased owner was not the same as the annuitant, and the annuitant is still alive, the Successor Owner named under the contract may elect BCO. If there is no named Successor Owner, the beneficiary will become the Successor Owner and may elect BCO. For purposes of this election form, the term “beneficiary” also refers to an eligible Successor Owner.
- If a contract is jointly owned, and one of the owners dies, the surviving owner takes precedence over all beneficiaries and may elect BCO.

Multiple Beneficiaries

Where there are multiple beneficiaries, unless the deceased owner indicated otherwise to us in writing before his/her death, we will allocate the Annuity Account Value equally among all beneficiaries and will maintain separate shares for each beneficiary. Each beneficiary can elect a payout option independent of the other beneficiaries. If the scheduled stretch-out payment election is made by any of the beneficiaries, distributions will be calculated over the respective lives of the beneficiaries for their respective BCO interests.

Here's How You Can Elect to Defer Settlement of the Contract Proceeds and Become a Continuation Beneficiary

- Fill out the “*Accumulator*[®] Series — *Beneficiary Continuation Option Election*” form beginning on page 3 of this form and return it to the address indicated on the attached form.

Things to Consider

To determine which of the three BCO payout options is right for you, you should consider all the options that may be available to you at the owner's death. You will find a helpful list of choices in the “Knowing Your Accumulator Options” brochure or in the “*Things to Consider*” section of the “*Accumulator*[®] Series — *Claim to Annuity Benefits*” form.

In making your decision, you should discuss with your tax or legal advisor the timing of distributions that must be made, the tax treatment of these distributions, and how important flexible access to funds is to you. You should also read the “*Terms and Conditions*” carefully to note what amounts are considered as part of your BCO interest and when withdrawal charges might apply to a BCO Option elected.

	Scheduled Stretch-out Withdrawal Option	Five Year Rule Distribution Option
Scheduled Payments:	Payments will be made once a year to you over your life expectancy determined on a term certain basis and in the year payments start. These payments must begin no later than one year after the date of the deceased contract owner's death.	You do not have to take withdrawals on any set schedule.
Additional Withdrawals:	You may make partial withdrawals at any time subject to minimum withdrawal amounts. For certain contracts, withdrawal charges may apply to withdrawals or total surrender. See “withdrawal charges” in “ <i>Terms and Conditions</i> .”	You may take withdrawals as desired (subject to contract minimums and withdrawal charges that may apply). The entire account value must be fully withdrawn by the fifth anniversary of the original contract owner's death.
Principal ProtectorSM:	You will be able to continue this benefit if you are eligible.	You will be able to continue this benefit if you are eligible.
Tax Treatment:	We will treat all amounts paid from the contract as taxable on an “income first” basis.	We will treat these withdrawals as taxable on an “income first” basis.

Minors as Beneficiaries:

Minors acting by their guardians under state law are eligible to elect BCO. Depending on the minor's state of residence, a legal guardian may have to be appointed. If this has been done, please provide a copy of the court appointment of the guardian. The guardian must complete Section 3 of the BCO election form. You should consult with your legal advisor in this situation.

Amount Applied to BCO contract:

A beneficiary's BCO interest is determined in accordance with the beneficiary's share of the Annuity Account Value. If the death benefit is payable when you elect BCO, we will reset the Annuity Account Value as of the date of receipt of all required documentation, to the Guaranteed Minimum Death Benefit (GMDB) that was in effect on the deceased's date of death, if it is higher than the Annuity Account Value. Additionally, any amount payable under the Earnings Enhancement Benefit (EEB), if elected on the contract, will be applied to your new Annuity Account Value. Thereafter, the GMDB, EEB, Guaranteed Minimum Income Benefit (GMIB), Principal Guarantee Benefits, and Guaranteed Withdrawal Benefit for Life (GWBL) provisions will no longer be in effect. All charges for these benefits will cease.

Things to Consider (continued)

Principal ProtectorSM:

Principal ProtectorSM provides for recovery of your portion of the total contributions made to the original NQ contract by the deceased owner through withdrawals even if your account value falls to zero, provided that your total withdrawals do not exceed your GWB Annual withdrawal amount in each contract year. This benefit is also known as the Guaranteed Withdrawal Benefit (GWB).

If the original NQ owner had elected Principal ProtectorSM and the GWB benefit base was greater than zero at the time of death, it will remain in effect on your BCO contract unless you drop the benefit in Section 5. If you do not drop it now, it cannot be dropped after your BCO election has been processed. Please consult your tax advisor to determine if this benefit will be of value to you.

If the Principal ProtectorSM benefit is suspended at the time of the original NQ owner's death because the GWB benefit base is zero, you may reinstate the benefit in *Section 5* with the one time step up described in item 3 under *Benefit Features* below. The charge that was last in effect for the benefit will also be reinstated. If you choose not to reinstate Principal ProtectorSM at the time of BCO election, it will terminate permanently for your contract. To determine if this situation applies to you, please call our customer service representatives at 800-789-7771.

Eligibility: Some beneficiaries are not eligible to continue the Principal ProtectorSM benefit and it will be automatically dropped if any of the following applies to you:

1. You were older than age 75 on the original NQ contract issue date.
2. You are the spouse of the deceased NQ owner. *(If you are the sole spousal beneficiary of the NQ contract, and your deceased spouse was both the owner and annuitant of the contract, you should consider electing the Successor Owner/Annuitant feature if you want to continue the Principal ProtectorSM benefit.)*
3. The ability to continue Principal ProtectorSM with BCO is not approved in the state where the contract was originally issued.

Benefit Features: *Please see the prospectus and contract for a complete description of this benefit.*

1. The GWB benefit base will be divided among all beneficiaries in proportion to each beneficiary's interest in the original NQ contract.
2. If the GWB benefit base is \$5,000 or greater for a beneficiary, that beneficiary may elect BCO and continue Principal ProtectorSM even if that beneficiary's AAV is less than the \$5,000 required to elect BCO.
3. If Principal ProtectorSM is continued the GWB benefit base is stepped up to the AAV if the AAV is higher. Thereafter, the step up provision no longer applies. See item #9 of the *Terms and Conditions* on page 4 for a description of the AAV.
4. If the original NQ contract owner died prior to the 5th contract anniversary and had not taken any withdrawals from the contract, your annual withdrawal amount will be reset from 5% to 7% or from 7% to 10% (as applicable) if withdrawals from your BCO contract do not begin prior to the 5th original contract anniversary.
5. For the scheduled stretch-out payment, distributions will be calculated using the greater of the AAV or the GWB benefit base as of December 31st of each year. If no additional withdrawals are made, stretch-out distributions calculated by us will not cause a GWB Excess withdrawal to occur. Generally, if there is any benefit base remaining when the AAV goes to zero, we will continue to make stretch-out payments until the benefit base is depleted. If you die prior to receiving all payments, we will make the remaining payments to your designated beneficiary unless your beneficiary elects to take any remaining account value in a lump sum, in which case, any remaining GWB benefit base will terminate without value.
6. For the "5-year rule" distribution option, the beneficiary can withdraw any amount from the Account Value; however, withdrawing more than the GWB Annual withdrawal amount will cause a GWB Excess withdrawal to occur. Generally, if there is any benefit base remaining when the AAV goes to zero, we will pay you the GWB Annual withdrawal amount each year until the benefit base equals zero or the contract terminates at the end of the fifth year after your BCO election, whichever comes first. If you die prior to the end of the fifth year, we will pay any remaining account value in a lump sum, in which case, any remaining GWB benefit base will terminate without value.
7. If you intend to continue Principal ProtectorSM with BCO, you should consult your tax advisor before you choose the "5-year rule" distribution method. The GWB benefit base may be adversely affected if you make any withdrawals that cause a GWB Excess withdrawal. Also, when the contract terminates at the end of the five years, any remaining GWB benefit base will be lost.

Terms and Conditions

1. A Continuation Beneficiary must meet all eligibility requirements stated on page 1.
2. NQ BCO is not available to non-natural beneficiaries.
3. **BCO is not available if the beneficiary has made a payout election for the death benefit that is inconsistent with BCO at the time an official death claim is submitted (for example, payout annuity or lump sum).**
4. Direct transfers of your BCO interest to another insurance company through a 1035 exchange are not allowed.
5. A spousal beneficiary cannot elect Successor Owner/Annuitant if he or she elects to be a Continuation Beneficiary.
6. A Continuation Beneficiary cannot assign the contract.
7. For federal income tax reasons contract ownership must continue to include the deceased's name.
8. A Continuation Beneficiary has the right to transfer amounts among investment options available.
9. A Continuation Beneficiary cannot make contributions to the contract; A beneficiary's BCO interest is determined in accordance with the beneficiary's share of the Annuity Account Value (AAV).
10. For contracts (including jointly owned contracts) **where the deceased owner was also the annuitant**, as of the date we receive satisfactory proof of death, any required information and forms necessary to effect BCO, the AAV will be increased to the death benefit amount if the death benefit is greater than the AAV. Additionally, any amount payable under the Protection Plus benefit (if elected on the contract) will be applied to the new AAV. Thereafter, the GMDB, the Protection PlusSM benefit and Guaranteed Minimum Income Benefit (GMIB) provisions will no longer be in effect. All charges for these benefits will cease. No withdrawal charges will apply to any withdrawals by the beneficiary.
11. For contracts (including jointly owned contracts) **where the deceased owner was not the same as the annuitant**, the beneficiary (or surviving owner) replaces the existing annuitant. The AAV is not increased to the death benefit amount if the death benefit is greater and Protection PlusSM (if elected on the contract) is not applicable. Withdrawal charges may be applicable to withdrawals over the free corridor amount. See the item 16 for when withdrawal charges apply.
12. Any minimum death benefit provisions will no longer be available on the contract. With the exception of Principal ProtectorSM, all optional enhanced benefits previously elected by the deceased will no longer be in effect and charges for all such benefits will stop. At your death, the amount payable to any beneficiary you name will be any remaining BCO interest in the contract.
13. If the original NQ contract owner elected Principal ProtectorSM on the contract, a Continuation Beneficiary must meet eligibility requirements stated in *Principal ProtectorSM* under *Things to Consider* in order to continue the benefit with BCO. With the exception of contracts where the benefit base is zero and the Principal ProtectorSM benefit had been suspended at the time of the original NQ owner's death, **BCO will be processed with Principal ProtectorSM by default for all Continuation Beneficiaries who are eligible to continue the benefit unless an election is made to terminate it in Section 5.** The benefit, along with all charges, will only terminate automatically for Continuation Beneficiaries who are not eligible to continue Principal ProtectorSM. If the Principal ProtectorSM benefit had been suspended, you must make an election in Section 5 to have it reinstated otherwise the benefit will be permanently terminated on your contract. Please see the prospectus for a detailed description of Principal ProtectorSM.
14. We have received a Private Letter Ruling from the IRS regarding certain tax consequences of scheduled stretch-out payments under BCO for NQ contracts. Among other things, the IRS rules that scheduled stretch-out payments satisfy the required distribution from the contract after an owner's death and will only be taxable to the beneficiary when amounts are actually paid, regardless of the withdrawal option selected by the beneficiary. The Ruling specifically does not address the taxation of any payments received by a beneficiary electing the scheduled stretch-out withdrawal option. There is no assurance that we will receive any further rulings addressing the tax consequences of payments under this withdrawal option. **Before electing the Beneficiary Continuation Option, you should discuss with your tax advisor the consequences of such an election.**
15. If you elect the scheduled stretch-out payments withdrawal option (additional withdrawals permitted) or the 5-year rule distribution option, we will treat all amounts paid from the contract as taxable on an "income first" basis. Scheduled stretch-out payments must begin no later than one year after the date of the deceased contract owner's death. If Principal ProtectorSM is continued, we will calculate these payments using the greater of the AAV or the GWB benefit base as of December 31st of each year. See "*Things to Consider*" on page 2 of this form for further details.
16. For the scheduled stretch-out payments withdrawal option and the 5-year rule distribution option, withdrawal charges may apply if the deceased contract owner was not the same as the annuitant. We do not impose withdrawal charges on scheduled stretch-out payments except if when added to any withdrawals previously taken in the same contract year the total amount of withdrawals and scheduled payments exceed the free corridor amount. Contact our customer service representatives at 1-800-789-7771 for more information and for the withdrawal charge schedule and the free corridor amount applicable under your contract.
17. If the Principal ProtectorSM benefit continues and you either elect the 5-year rule distribution option or you make withdrawals in addition to the scheduled stretch-out payments, withdrawing more than the GWB Annual withdrawal amount will cause a GWB Excess withdrawal to occur. See *Principal ProtectorSM* under *Things to Consider* for further details.
18. Use the *Financial Service Request Form* to request distributions from this contract. Lump sum withdrawals from the contract that are in excess of the scheduled stretch-out payments must be at least \$300.
19. You may surrender your contract at any time (see item 16 above for when withdrawal charges may be applicable). This will end your status as a Continuation Beneficiary. If the Principal ProtectorSM benefit continued at BCO election, any benefit base remaining will terminate without value.
20. Your BCO election and the continuation of Principal ProtectorSM will not be processed if they are not approved within the state in which the contract was originally issued. For more information, contact our customer service representatives at 1-800-789-7771.
21. Upon your death, any beneficiary you name to receive the remaining amount of your *BCO interest* will receive a lump sum payment. If you elected the scheduled stretch-out payment withdrawal option, your beneficiary may elect to continue the payment method you elected over the remaining term of your life expectancy. If you elected the five-year method, payments will be made in a lump sum to your beneficiary. Please note that any election to continue your payment pattern will be subject to our administrative rules relating to minimum account value and documentation we require for BCO at the time of your death. If no beneficiary is designated, all remaining amounts will be paid out to your estate. See *Principal ProtectorSM* under *Things to Consider* for the rules pertaining to payments made to your designated beneficiary if the Principal ProtectorSM benefit continued at BCO election.



For Non Qualified (NQ) Contracts

Beneficiary: Please read "Things to Consider" and "Terms and Conditions" before completing this form. You must meet all eligibility requirements stated on page 1 of this form. BCO is only available if it is approved within the state where the contract was originally issued. Each beneficiary who elects BCO must complete and sign an election form and return it to the Retirement Service Solutions Processing Office no later than 9 months from the date of death. Photocopies of form are permitted; original signature is required in Section 8. For Assistance Call (800) 789-7771.

1. Contract Information

Accumulator® Series Contract #

Deceased's Name: First Middle Initial Last

Date of Death (month/day/year)

2. Information About You

- A) Are you the only beneficiary?
B) Type of beneficiary:
C) Are you a U.S. Person?
Mr. Mrs. Miss Ms. Other Male Female

Beneficiary's Name: First Middle Initial Last

Social Security Number (Required)

Date of Birth (month/day/year) Best Time to Call/Telephone Number

Beneficiary's Street Address

City State Zip

Email Address

3. Information If Minor is Beneficiary

Name of Minor's Guardian

Address of Guardian

City State Zip

Guardians: Please provide appropriate documentation under the law of the state where the minor beneficiary resides showing that you are authorized to act on the minor beneficiary's behalf. Please consult your legal advisor.

4. Beneficiary Continuation Options

(You must select only one payment option from the two choices below; the distribution option you elect is irrevocable and may not be changed subsequently. Other payout options may be available. See the "Claim to Annuity Benefits form" for these options.)

- A. 5-year rule distribution option: Entire amount under the contract is paid out no later than the fifth anniversary of the death of the original contract owner.
I understand that I can withdraw any amount (minimum of \$300) from my BCO interest at any time by completing the Withdrawal Service Request form...

4. Beneficiary Continuation Options (continued)

(If you would like to set up systematic withdrawals, see your Financial Professional for the appropriate form.)

B. Scheduled Stretch-out payments of BCO Interest over life expectancy. *(See "Things to Consider" on page 2 for further details.)*

- I understand that Equitable will calculate my scheduled stretch-out payments and automatically distribute them to me annually. I may request withdrawals (minimum of \$300) in addition to the scheduled stretch-out payments and withdrawal charges may apply for certain contracts. I understand that Equitable will treat all my payments from the contract (scheduled payments and any additional withdrawals) as taxable on an income first basis and not eligible for "excludable amount" treatment. I understand that I may surrender the contract at any time (surrender charges may apply for certain contracts).

Start date: Payments to begin on _____ (date cannot be later than one year after the deceased contract
Month / Day / Year owner's date of death).

Unless you specify otherwise on the line below, all withdrawals, including BCO payments, will be taken from your account value on a pro rata basis from the variable investment options, and if applicable, from the Guaranteed Interest Option (GIO). If there is insufficient value in the variable investment options and the GIO, any additional amounts required will be withdrawn from the fixed maturity options (FMOs) in order of the earliest maturity date first. FMOs are not available on all contracts. Please refer to your prospectus for further details.

Withdrawal Instructions: _____

C. Withholding Election:

Withholding Election is only applicable if the Stretch-out payments box is checked above.

If no election is made, we must withhold at a default 10% rate from your payment. If you want a different tax withholding, please submit IRS Form W-4R along with this form, and we will withhold as instructed on your Form W-4R. IRS Form W-4R is available at www.irs.gov.

If you are a US Person for tax purposes and the check is sent abroad, we must withhold tax.

If you elect not to have withholding apply to your payment, or if you do not have enough tax withheld from your payment, you may be responsible for payment of estimated tax. You may incur penalties under estimated tax rules if your withholding and estimated tax payments are not sufficient.

Certain states may also require us to withhold state income tax if Federal Income Tax is withheld. In most cases, your Federal withholding election would also apply to a state withholding election, although the rate of tax may vary among states. Please note, however, we will only perform mandatory withholding if required by state law.

- A. I do NOT want Federal Income Taxes (and state income tax, if applicable) withheld from my withdrawal unless required.**
- B. I WANT 10% Federal Income Taxes (and state income tax, if applicable) withheld from my withdrawal.**

5. Principal ProtectorSM (GWB) Election to either reinstate or terminate the Principal ProtectorSM benefit.

You may continue the Principal ProtectorSM benefit with your BCO contract only if the deceased original NQ owner elected the benefit. Please consult your tax advisor to determine if this benefit is useful to you. You must meet eligibility requirements to continue Principal ProtectorSM with BCO. Please see *Principal ProtectorSM* under *Things to Consider* on page 3 for further details. See the prospectus for a complete description of the Principal ProtectorSM benefit.

A. Election to Reinstate Principal ProtectorSM.

If the Principal ProtectorSM benefit is currently suspended because the GWB benefit base is zero, you can reinstate the benefit now by checking the box below. The benefit base will be stepped up to the AAV. The charge that was last in effect for the benefit will also be reinstated. If you choose not to reinstate the benefit now, it will terminate permanently for your contract. To determine if this situation applies to you, please call our customer service representatives at 800-789-7771.

- Please reinstate the Principal ProtectorSM benefit on my BCO contract. I have read the prospectus.

B. Election to Terminate Principal ProtectorSM.

If Principal ProtectorSM was elected on the contract and this box is **not** checked, Principal ProtectorSM will remain in effect on your BCO contract.

- Please discontinue the Principal ProtectorSM benefit on my BCO contract.

6. Name of the Beneficiary(ies) for Your BCO Interest

If you die before the entire amount of your BCO interest (i.e., your portion of the Annuity Account Value of the deceased owner's contract) is distributed to you, we will pay any remaining amount to your estate unless you name a beneficiary for any remaining BCO interest at your death. If you name a beneficiary, we will make payments to that beneficiary. The BCO interest at that time will be the total Annuity Account Value as of the date we receive satisfactory proof of your death and all required documentation. If you name more than one beneficiary, we will divide any remaining BCO interest equally among beneficiaries unless you tell us otherwise. Include full names, Social Security Numbers (if available) and relationships to you. If you elected the 5-year rule distribution option, we will make a lump sum payment of any remaining BCO interest. If you elected the stretch-out option your beneficiaries can elect to continue the payment method over the remaining term of your life expectancy. Otherwise we will pay any remaining BCO interest in a lump sum.

(a) Primary Beneficiary(ies) (If more than one, indicate %)**

Primary Beneficiary #1	%	<input type="checkbox"/> SSN <input type="checkbox"/> TIN <input type="checkbox"/> EIN	Relationship to Owner
Address		Date of Birth	Phone Number
Primary Beneficiary #2	%	<input type="checkbox"/> SSN <input type="checkbox"/> TIN <input type="checkbox"/> EIN	Relationship to Owner
Address		Date of Birth	Phone Number
Primary Beneficiary #3	%	<input type="checkbox"/> SSN <input type="checkbox"/> TIN <input type="checkbox"/> EIN	Relationship to Owner
Address		Date of Birth	Phone Number

(b) Contingent Beneficiary(ies) (If more than one, indicate %)**

Contingent Beneficiary #1	%	<input type="checkbox"/> SSN <input type="checkbox"/> TIN <input type="checkbox"/> EIN	Relationship to Owner
Address		Date of Birth	Phone Number
Contingent Beneficiary #2	%	<input type="checkbox"/> SSN <input type="checkbox"/> TIN <input type="checkbox"/> EIN	Relationship to Owner
Address		Date of Birth	Phone Number
Contingent Beneficiary #3	%	<input type="checkbox"/> SSN <input type="checkbox"/> TIN <input type="checkbox"/> EIN	Relationship to Owner
Address		Date of Birth	Phone Number

** If no percentage is indicated, we will consider the shares of the beneficiaries to be equally divided.

7. Selection of Investment Options and Allocation Percentages

Please note the following:

- Transfers to and from the Guaranteed Interest Option may be subject to restrictions. Please see your prospectus for more information.

Fill in allocation percentages in whole numbers (no fractions or decimals). The total of the GIO and the Variable Investment Options must equal 100%. **If you leave this section blank, your portion of the Annuity Account Value will be allocated among the investment options in accordance with the allocation instructions the deceased owner had on file with Equitable prior to his/her death.**

GUARANTEED INTEREST OPTION* (N/A Pre-Series 02)

* This option is subject to product availability. Please see your contract for availability and restrictions that may apply.
 _____% GIO

Please visit www.equitableonline.com or call 1-800-789-7771 if you have any questions.

Asset Allocation Funds	Variable Investment Options (cont.)
_____ % EQ/Aggressive Allocation	_____ % EQ/Intermediate Government Bond
_____ % EQ/Aggressive Allocation	_____ % EQ/Intermediate Government Bond
_____ % EQ/Aggressive Growth Strategy	_____ % EQ/International Core Managed Volatility
_____ % EQ/Balanced Strategy ¹	_____ % EQ/International Equity Index ¹
_____ % EQ/Conservative Allocation	_____ % EQ/International Value Managed Volatility ¹
_____ % EQ/Conservative-Plus Allocation	_____ % EQ/Janus Enterprise ¹
_____ % EQ/Moderate Allocation	_____ % EQ/Large Cap Core Managed Volatility
_____ % EQ/Moderate-Plus Allocation	_____ % EQ/Large Cap Growth Index
	_____ % EQ/Large Cap Growth Managed Volatility
	_____ % EQ/Large Cap Value Index
	_____ % EQ/Large Cap Value Managed Volatility
	_____ % EQ/Mid Cap Index
	_____ % EQ/Mid Cap Value Managed Volatility
	_____ % EQ/Money Market ³
	_____ % EQ/Quality Bond PLUS
	_____ % EQ/Small Company Index
	_____ % Multimanager Technology ¹
	_____ % TOTAL (must equal 100%)
	1 These funds are not available for contracts applied for on or after 2/17/09.
	2 This fund is not available under Accumulator Series 8.0 contracts.
	3 This fund is not available under RIFL contracts.
Variable Investment Options	
_____ % 1290 VT GAMCO Mergers & Acquisitions ¹	
_____ % 1290 VT GAMCO Small Company Value ¹	
_____ % 1290 VT Socially Responsible ¹²	
_____ % 1290 VT SmartBeta Equity ESG	
_____ % EQ/400 Managed Volatility	
_____ % EQ/2000 Managed Volatility	
_____ % EQ/AB Short Duration Government Bond	
_____ % EQ/AB Small Cap Growth ¹	
_____ % EQ/ClearBridge Select Equity Managed Volatility ¹	
_____ % EQ/Common Stock Index	
_____ % EQ/Core Bond Index	
_____ % EQ/Equity 500 Index	
_____ % EQ/Franklin Small Cap Value Managed Volatility	
_____ % EQ/Global Equity Managed Volatility ¹	

8A. State Fraud Warnings

The following states require us to notify you of the serious consequences of filing a false or fraudulent insurance claim. Please read this section carefully.

Alaska:

A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

Arkansas, District of Columbia, Louisiana, Rhode Island, Texas, West Virginia:

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 is guilty of a crime and may be subject to fines and confinement in prison.

Arizona:

For your protection, Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

California:

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.

Colorado:

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Delaware, Florida, Idaho, Indiana, and Oklahoma:

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

Maine, Tennessee, Virginia and Washington:

WARNING: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Kentucky and Pennsylvania:

Any person who knowingly and with the intent to defraud any insurance company or other person files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Maryland:

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

Minnesota:

A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

New Hampshire:

Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in [RSA 638:20](#).

New Jersey and New Mexico:

Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

New York:

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

New York State Residents Only: Read & Sign Below

I have read and understand the New York State fraud warning. Your original signature is required in this section (for NY State residents).

Beneficiary's Signature: _____

Date: _____

Ohio:

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oregon and All Other States:

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement that is material to the interests of an insurer may be guilty of insurance fraud.

8A. State Fraud Warnings (continued)**Puerto Rico:**

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction,

shall be sanctioned for each violation with the penalty of a fine of not less than five thousand (\$5,000) dollars and not more than ten thousand (\$10,000) dollars, or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances are present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

8B. Other State Specific Notices

For Same Sex Spouses: The determination of spousal status is made under applicable state law. However, in the event of a conflict between federal and state law regarding the determination of spousal status, we follow federal rules.

9. Agree to Terms and Acknowledge Fraud Warnings and Sign Here

Please check the appropriate state of residence, and read the State Fraud Warnings for your state in Section 8. **If your state is not listed, please check the "OTHER" box below.**

- | | | | |
|---|--|---------------------------------------|--|
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Idaho | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Indiana | <input type="checkbox"/> New Mexico | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Kentucky | <input type="checkbox"/> New York | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> California | <input type="checkbox"/> Louisiana | <input type="checkbox"/> Ohio | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Maine | <input type="checkbox"/> Oklahoma | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Maryland | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Puerto Rico | |
| <input type="checkbox"/> OTHER (Please indicate state): _____ | | | |

I have read and understand the appropriate fraud warning in Section 8 for this state.

(New York State Residents: Do not sign here. Instead, please sign affidavit below New York State Fraud Warning in Section 8 of this form.)

By electing BCO in the *Accumulator® Series Claim to Annuity Benefits* form, and by signing this *Beneficiary Continuation Option Election* form, I authorize Equitable Financial Life Insurance Company to distribute my portion of the Annuity Account Value of the deceased owner's certificate/contract according to my election in Section 4. I have read and understand *Eligibility for NQ BCO* on page 1, the *Things to Consider* on page 2 and the *Terms and Conditions* on page 4 of this form.

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number,
2. I am a *U.S. person (including a U.S. resident alien), and
3. I am not subject to backup withholding due to failure to report interest and dividend income.

* If you are not a U.S. person for tax purposes, you must complete and submit the appropriate Form W-8.

X _____
Your Signature — REQUIRED FOR ALL STATES Date

X _____ as guardian of _____
Guardian's Signature Minor Beneficiary's Name Date

This form is furnished prior to determination by Equitable Financial Life Insurance Company as to whether any annuity benefits were in force with respect to the annuitant or to whom any such annuity benefits are payable, and without prejudice to Equitable's rights.

Mail To

Mail completed "*Beneficiary Continuation Option Election*" form along with your "*Claim to Annuity Benefits*" form to:

Regular Mail:
Equitable Financial Life Insurance Company
Retirement Service Solutions
P.O. Box 1016
Charlotte, NC 28201-1016

Express Mail:
Equitable Financial Life Insurance Company
Retirement Service Solutions
8501 IBM Dr, Suite 150-IR
Charlotte NC 28262-4333