



Use this form to assume ownership of an existing Accumulator® annuity contract

### About This Form

The Spousal Continuation option allows a spouse, as a sole primary beneficiary, or joint owner of the contract to assume complete ownership of an existing Accumulator® Series annuity contract after the original single or joint owner dies. Please note that the term contract applies to “certificates under a group contract.” For contracts with a non-natural owner, this option is available to the spouse of the annuitant as the sole primary beneficiary or as a joint annuitant of the contract. In this form, if the contract has a non-natural owner, we use the terms owner and joint owner to be references to annuitant and joint annuitant respectively. The existing annuity contract will remain in force and will be transferred into the surviving spouse’s name, as the successor owner with all rights that were available to the original single or joint contract owner, subject to certain limitations set forth in section 6 of this form. There are no additional fees and taxes are deferred until distribution. **Please read the “Terms” on page 3 before completing this form.**

### Who Qualifies?

This option is available only if you are the spouse and sole primary beneficiary of a contract owner’s IRA (Traditional or Roth) or single owner non-qualified (NQ) annuity contract. For NQ contracts, Spousal Continuation is also available for a surviving spouse who was a joint owner of the contract. For IRA contracts owned in a custodial IRA, if you are the sole primary beneficiary of the custodial IRA account, you may instruct the custodian of the account to request that we substitute you as the annuitant. For NQ contracts owned by a Living Trust, if you are the sole primary beneficiary of the Living Trust, you may instruct the Trustee to request that we substitute you as the annuitant. A Living Trust for this purpose is a trust that meets the following conditions: (i) it is revocable at any time by the grantor, (ii) the grantor has exclusive control of the trust, (iii) no person other than the grantor has any interest in the trust during the grantor’s lifetime, and (iv) the grantor’s spouse is the sole beneficiary of the trust.

### Exclusions

**This option is only available if you are age 85 or younger on the date of your deceased spouse’s death. Spousal Continuation cannot be elected if you and the deceased owner were divorced at the time of death.**

**Please note that the Highest Anniversary Value is also referred to as the Annual Ratchet in some versions of Accumulator.**

## 1. Provide Information About the Deceased

Accumulator® Series Contract Number

Deceased’s Name (first, middle initial, last)

Date of Death (month/day/year)

Social Security or Taxpayer ID Number

## 2. Provide Information About Yourself

A) Are you a Joint Owner or Joint Annuitant of this contract?  Yes  No

B) Are you a U.S. Person?  Yes  No\* (Please submit, the appropriate Form W-8)

Your Name (first, middle initial, last)

Street Address

City

State

Zip

Date of Birth (month/day/year)

Social Security or Taxpayer ID Number

Daytime Telephone Number

Evening Telephone Number

Email Address



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**4. Custodial IRA Contract Please complete this section if the IRA contract is owned in a custodial IRA account.**

Other death benefit settlement options are available to beneficiaries of a custodial IRA account. In order for this election to become effective, the custodian must name the spouse as the new annuitant under the custodial IRA contract. Please refer to “Accumulator<sup>®</sup> Series — Claim to Annuity Benefits” for information on other options.

Existing Brokerage Account Number	New Brokerage Account Number
Financial Representative's Name <input type="checkbox"/> By checking this box, I am requesting that the surviving spouse become the annuitant on the contract.	Daytime Phone
Custodian Name	TIN
Custodian Signature (Not Financial Representative or Broker Signature)	Date

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**5. Request for last lifetime RMD for traditional IRA only**

**For traditional IRA only:** If my deceased spouse was past his/her Required Beginning Date for taking lifetime Required Minimum Distribution (RMD) payments and he or she did not take the final lifetime payment for the calendar year which contains his or her death, then I understand that I must take that last lifetime payment before I take over as the new sole Owner. I understand that I can satisfy this requirement by taking the RMD amount calculated for this contract from any other traditional IRA previously owned by my deceased spouse.

By checking this box, I am requesting Equitable to distribute the last lifetime RMD amount from the certificate/contract to me.

**Withholding Election:**

**Withholding Election is only applicable if the last lifetime RMD 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](http://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.

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**6. Read the Terms and Conditions**

**By signing in Section 8, you acknowledge that you understand the following terms and conditions:**

- You were the spouse of the deceased, as of the date of the deceased's death. You are the sole primary beneficiary of the annuity contract owned by your deceased spouse or you are a joint owner of an annuity contract owned by you and your deceased spouse and, as such, you are electing to become the new sole owner of the contract. You must select a new beneficiary.**
- You are age 85 or younger on the date of the death of your spouse.
- Under contracts without the Guaranteed Withdrawal Benefit for Life feature (non-GWBL contracts) the death benefit is payable only if your deceased spouse was the sole owner of the contract or the older owner under a contract jointly owned by you and your older spouse. If the account value is less than the minimum death benefit, you understand that Equitable will increase the account value to that minimum level. If the account value is more than the minimum death benefit, you understand that the minimum death benefit will not be increased to equal the account value.
- One-Time/Lump Sum Distributions received at the same time as a Successor Owner Annuitant (SOA) Option election will be processed on the next business day following the effective date of the SOA claim.
- AGE RESTRICTIONS FOR CONTINUING THE GUARANTEED MINIMUM DEATH BENEFIT**

Under non-GWBL contracts if the original owner of this contract elected the GMDB at issuance, your age as of the date of death of original owner will determine whether this benefit will continue with you as the successor owner.

## 6. Read the Terms and Conditions (Continued)

For most series, the spouse must be 75 or younger as of the date of death of the original owner in order for the Guaranteed Minimum Death Benefit to continue to roll up or ratchet when the spouse becomes the successor owner annuitant. Depending on the terms of the contract issued to your spouse and the benefits selected, the age restriction may be less than age 75. There are also some contracts that have a higher age limitation. Please speak with a customer service representative to determine the applicable age for your contract and please check your first annual statement after the SOA election is processed to confirm how the GMDB works.

If, on the date of the original owner's death, you were younger than age listed above for the type of contract issued, the GMDB as of the date that you become the successor owner annuitant will be the GMDB value as of the date of the original owner's death regardless of the annuity account value as of the date of death. The GMDB will continue to roll up and ratchet (as applicable) in accordance with the terms of the original contract based on your age. The GMDB charges will continue in accordance with the terms of the contract and withdrawals will reduce the GMDB in accordance with the terms of the contract.

6. **What happens to the GMDB if the spouse is older than the age limitations set forth in paragraph 4:** The GMDB will no longer grow and any withdrawals will reduce the GMDB on a pro-rata basis.
7. For jointly owned (non-GWBL) NQ contracts, if the younger spouse dies first no death benefit is paid, and the contract continues as follows: Guaranteed Minimum Death Benefit, Earnings Enhancement Benefit, Guaranteed Withdrawal Benefit for Life and Guaranteed Minimum Income Benefit continue to be based on the older spouse's age for the life of the contract. If the deceased spouse was the annuitant, the surviving spouse becomes the annuitant. If the deceased spouse was a joint annuitant, the contract becomes a single annuitant contract. The withdrawal charge schedule remains in effect.
8. **EARNINGS ENHANCEMENT BENEFIT:** If Earnings Enhancement Benefit (EEB) had been elected on the contract and a death benefit is payable, any amounts due under that benefit will be added to the account value. If you were age 76 or older as of the date of your spouse's death, EEB and the associated charge will be discontinued. If you were age 75 or younger, your age as of the death of your spouse will be used to determine future benefit amounts under EEB.
9. **GUARANTEED MINIMUM INCOME BENEFIT:** If the Guaranteed Minimum Income Benefit had been elected on the contract, the benefit will continue to be in effect only if the contract is not past the last date on which the deceased owner could have exercised the benefit *and* your age as of the date of death of your spouse makes you eligible to exercise the benefit as described in the prospectus and/or contract. If you are not eligible to continue the benefit, it will be dropped from the contract and all charges for the benefit will cease.
10. If the Guaranteed Withdrawal Benefit for Life (GWBL) on a joint life basis was elected, spousal continuation is only available at the death of both joint lives. If GWBL is elected on a single life basis, spousal continuation is available at the death of the owner. When spousal continuation goes into effect, GWBL and any associated charges will be terminated. The Annuity Account Value will be increased to equal the death benefit amount if higher and no additional contributions will be permitted. If elected, the GWBL Enhanced Death Benefit and charge will be discontinued. The benefit base will be frozen as of the date of the owner's death (less subsequent withdrawals) and paid upon your death. You should not complete this form if GWBL was elected on a joint life basis and one of the spouses is still alive. Instead, call a customer service representative at 1-800-789-7771 to request the Accumulator Non-Financial Service Request Form and make the appropriate election on that form.
11. If the death benefit is payable and there is an increase in the Annuity Account Value as described above, it will be allocated to the investment options according to the allocation percentages we have on file for the contract. The Contingent Withdrawal Charge schedule under the original contract (if any) will no longer apply to the portion of the Annuity Account Value that you took over from your deceased spouse (including any increase credited as a result of the reset of the Account Value to the GMDB and the EEB amount, if any). Withdrawal charges (if applicable to your type of contract) will apply to any permitted additional contributions that you make to the contract. Withdrawals from the contract will be considered to be made first from the portion of the reset Account Value you took over from the deceased, and then from any permitted additional contributions you make.
12. Except as stated above, all contract provisions and administrative features of your spouse's contract, including the Investment Option allocations, will remain unchanged until you notify Equitable of any changes. The contract number will also remain unchanged.
13. If the Principal Guarantee Benefit (PGB) was elected, it will continue based on the same benefit maturity date and amount that was guaranteed.
14. You understand that any Substantially Equal distribution option, systematic withdrawal option, automatic investment program or minimum distribution options previously selected by your spouse will be discontinued. You must re-elect any of these options if you are eligible.
15. You have the right to reallocate or transfer amounts among investment choices available. Contact your financial professional or call the Accumulator® customer service representatives at 1-800-789-7771 to make any account changes.
16. **MAXIMUM MATURITY AGE:** Your age will determine the maximum maturity age for this contract.

For more information, please refer to the applicable Accumulator® Series prospectus, including any supplements, call your financial professional, or contact 1-800-789-7771.

## 7A. Read the State Fraud Warnings (Continued)

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.

### 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.

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**7B. 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.

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**8. 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 7. 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"/> <b>OTHER</b> (Please indicate state): _____ |  |                                       |  |

I have read and understand the appropriate fraud warning in Section 7 for this state.

**(New York State Residents: You must also sign affidavit below New York State Fraud Warning in Section 7 of this form.)**

I have read and agree to the terms and conditions in Section 6 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.

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Your Signature—REQUIRED FOR ALL STATES

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 owner or to whom any such annuity benefits are payable, and without prejudice to Equitable's rights.***

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**Mail To**

Mail completed "Spousal Continuation Option" form to:

***Express Mail:***

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

***Regular Mail:***

Equitable Financial Life Insurance Company  
Retirement Service Solutions  
P.O. Box 1424  
Charlotte, NC 28201-1424

For Assistance Call 800-789-7771.