

# Retirement Cornerstone® Series **Spousal Continuation Option**

For Assistance: Call 800-789-7771

**Express Mail:** 

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

Regular Mail:

Equitable Financial Life Insurance Company Equitable Financial Life Insurance Company of America Retirement Service Solutions P.O. Box 1016 Charlotte, NC 28201-1016

Use this form to assume ownership of an existing Retirement Cornerstone® 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 Retirement Cornerstone® (RC) 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. There are no additional fees and taxes are deferred until distribution. Please read the Terms and Conditions beginning on page 5 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 (95 for spousal Joint Owners with Retirement Cornerstone 19) 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.

1. Provide Information About the Deceased				
Retirement Cornerstone® Series Contract Number				
Deceased's Name (first, middle initial, last)				
Date of Death (month/day/year)				
2. Provide Information About Yourself				
A) Are you a Joint Owner or Joint Annuitant of this contract? B) Are you a U.S. Person?	☐ Yes ☐ Yes	□ No □ 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				

Equitable Financial Life Insurance Company of America

3. For Ref	irement Cornerstone	15 and later contracts:	:		
-	the Sole Spousal benefi ne Guaranteed Minimun		single owner contract, you may h	ave a one-time option to elect to	
Please ch	eck the box to elect this	option (If applicable)*			
This op contrac availab	tion is available as long t had not yet reached th	as the surviving spouse ne contract date anniver ar of the date of death. A	sary following the original owner's Any election other than GMIB elec	Intee Minimum Income Benefit. e of death of the original owner, and the age 95. This Exercise option is only stion will bar the exercising of the GMIB	
Distributi	on Method If you do r	not complete this entire	section the processing of the forn	n may be delayed or rejected.	
A.	Payment frequency:	☐ Monthly ☐ Qu	arterly   Annually		
	Note: Payments begin one payment mode from issue. If you elect a monthly or quarterly payment mode, payment amounts will be less than 1/12 or 1/4 respectively, of the annual payment due to the reduced effect of interest compounding. Payments are made on the same day as the contract date. (For example, if your contract was issued the 25th of the month, then payments you receive will be made on the 25th of the applicable month.) If you would like to receive electronic payments, please complete Section 7.				
В.	Form of Life Conting	ent Annuity:   Sing	le Life** ☐ Joint and Survivo	or (Non-Qualified only)	
If Joint and Survivor, select payout to survivor: ☐ 100% ☐ 66.67% ☐ 50%					
Init America	itantia Nama (Finat Mid	Idla I aat		□ Mala □ □ Famala	
Joint Annu	iitant's Name <i>(First, Mid</i>	ale, Last)		☐ Male ☐ Female	
Date of Bi	rth (Month/Day/Year)			Social Security No.	
* If you e (if appli		st also complete sectior	ns 1, 2, 7, 8, 10 and 11. You may a	also complete section 6 (RMDs)	
** If this s	ection is not completed,	you will automatically r	receive a single life payout.		
4. Design	ate Your Beneficiary				
Beneficiar	v designation is not ava	ilable if you are electing	a one-time option to exercise the	e Guaranteed Minimum Income Benefit	
		,	·		
primary or	contingent beneficiary.  y Beneficiary(ies) (If m	(Attach additional page	,	e whether each beneficiary is a	
Primary E	Beneficiary #1	<u> </u>	□ SSN □ TIN □ EIN	Relationship to Owner	
Address			Date of Birth	Phone Number	
Primary E	Seneficiary #2	%	□ SSN □ TIN □ EIN	Relationship to Owner	
Address			Date of Birth	Phone Number	
Primary E	Beneficiary #3	<u> </u>	□ SSN □ TIN □ EIN	Relationship to Owner	
Address			Date of Birth	Phone Number	

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 Spousal Continuation
 Page 2 of 8

4. Designate Your Beneficiary (b) Contingent Beneficiary(ies)	,	, indicate %)**	
Contingent Beneficiary #1	<u></u> %	☐ SSN ☐ TIN ☐ EIN	Relationship to Owner
Address		Date of Birth	Phone Number
Contingent Beneficiary #2	%	□ SSN □ TIN □ EIN	Relationship to Owner
Address		Date of Birth	Phone Number
Contingent Beneficiary #3	%	□ SSN □ TIN □ EIN	Relationship to Owner
Address ** If no percentage is indicated w	ve will consider the	Date of Birth e shares of the beneficiaries to be equ	Phone Number
"Retirement Cornerstone® Series  Existing Brokerage Account Number	s — Claim to Annu	ity Benefits" for information on other o	Ptions.  New Brokerage Account Number
Financial Representative's Name			Daytime Phone
☐ By checking this box, I am request	ting that the surviving	spouse become the annuitant on the contract.	
Custodian Name			TIN
Custodian Signature (Not signature of F	inancial Representativ	re or Broker)	Date
Distribution (RMD) payments and death, then I understand that I m can satisfy this requirement by taby my deceased spouse.	leceased spouse value of the or she did not ust take that last liking the RMD amo	was past his/her Required Beginning I take the final lifetime payment for the fetime payment before I take over as to ount calculated for this contract from a	Date for taking lifetime Required Minimur calendar year which contains his or her the new sole Owner. I understand that I any other traditional IRA previously owner that from the certificate/contract to me.
Withholding Election is only ap If no election is made, we must we submit IRS Form W-4R along with at www.irs.gov. If you are a US Person for tax put If you elect not to have withholding	rithhold at a defaul h this form, and w rposes and the chang apply to your pa	e will withhold as instructed on your Foreck is sent abroad, we must withhold ayment, or if you do not have enough t	want a different tax withholding, please orm W-4R. IRS Form W-4R is available
Certain states may also require unwithholding election would also a however, we will only perform ma	pply to a state with andatory withholdir	ng if required by state law.	tax may vary among states. Please note
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.			

7. Financial Institution Information Please attach a <u>VOID</u> check (Not a deposit slip) and complete the following information.
I am the payee under the above policy and I hereby request that until further written notice from me is filed with Equitable, all payments be directly deposited in my account at the bank designated. I authorize the bank designated to debit my account and to refund any overpayments to Equitable.
Please check one: ☐ Bank Checking ☐ Savings Account
Name of Bank/Financial Institution
Address (street, city, state, zip code)
Account Name Account Number
Routing Number
Special Handling Instructions:

### 8. Read the Terms and Conditions

By signing in Section 10, you acknowledge that you understand the following terms and conditions:

- 1. 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. If you are not electing a one-time option to exercise the Guaranteed Minimum Income Benefit, you must select a new beneficiary.
- 2. You are age 85 (95 for spousal Joint Owners with Retirement Cornerstone 19) or younger on the date of the death of your spouse.
- 3. Upon your spouse's death, if you are the younger spouse joint owner (for NQ contracts only) or the spouse beneficiary (under a Single owner contract) you may elect to receive the death benefit, continue the contract under our Beneficiary Continuation Option or continue the contract, as discussed below. 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.
- 4. 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.

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

# For RC 11.0 and Earlier Contracts only, generally those RC contracts applied for before 4/30/2012:

- 5. **Under contracts with the Guaranteed Minimum Death Benefit (GMDB),** the option may continue as follows: If you are age 75 or younger on the date of your spouse's death, and your spouse was age 84 or younger at death, the Guaranteed minimum death benefit elected continues and will continue to grow according to its terms until the contract date anniversary following your 85th birthday.
  - a) If you are age 75 or younger on the date of your spouse's death, and your spouse was age 85 or older at death, we will reinstate the Guaranteed minimum death benefit that your spouse elected. The benefit base (which had previously been frozen at age 85) will now continue to grow according to its terms until the contract date anniversary following the date you reach age 85.
  - b) If you are age 76 or over on the date of your spouse's death, any applicable Guaranteed minimum death benefit will be frozen (subject to adjustment for subsequent contributions and withdrawals) and the charge will be discontinued.
  - c) If the Guaranteed minimum death benefit continues, the Roll-up benefit base reset, if applicable, will be based on your age. The next available reset will continue to be based on the contract issue date.
- 6. **Under contracts with the Guaranteed Income Benefit (GIB),** the option may continue, as follows: If you are the older spouse, GIB and the charge continues with no change. If you are the younger spouse, and Lifetime GIB payments have not begun, GIB and the charge continue, as follows:
  - a) You may contribute and/or transfer money to the Guaranteed benefit variable investment options up until the contract date anniversary following age 75 (age 71 for contributions to Series CP contracts).
  - b) The GIB Roll-up benefit base and the Annual Ratchet benefit base will continue to roll up and ratchet until the earlier of the contract maturity date or the your 95th birthday.

### For RC 12.0 and later contracts only, generally those RC contracts applied for on or after 4/30/2012:

- 7. Under contracts with the Guaranteed Minimum Death Benefit (GMDB), the option may continue as follows:
  - a) If you are age 70 (*Age 65 for RC 13.0 and later contracts*) or younger (and at least age 50 for RC 19) for the "*Greater of*" GMDB or age 80 (Age 75 for RC 17 and later contracts) or younger for the Highest Anniversary Value (HAV) GMDB on the date of your spouse's death, the GMDB continues based upon the option that was elected by the original owner. The GMDB roll up and any applicable resets will continue until the contract date anniversary following the date you reach age 85 (Age 80 for RC 17 and later for contracts with the Greater of GMDB) (If the elected GMDB had ended due to the original owner attaining age 85 (Age 80 for RC 17 and later contracts with the Greater of GMDB), we will reinstate the GMDB on the contract if you are eligible).
    - i) Note: If the deceased spouse died after the age at which he/she was eligible to but did not fund the Protected Benefit Account, you may contribute and/or transfer money to the Protected Benefit Account as long as you are eligible. Please see the original contract or your prospectus for eligibility rules regarding funding the Protected Benefit Account.
    - i) If Spousal Continuation is elected and you are not eligible to make contributions/transfers into the Protected Benefit Account and the Protected Benefit Account has no value, all optional benefits elected on the contract (including GMIB) are not eligible to be funded and will be terminated.
    - iii) For Retirement Cornerstone 19 contracts only: No contributions will be permitted into the contract unless you were originally a Joint Owner at the time of your spouse's death. If the Greater of GMDB was elected on the contract and GMDB Roll-up Period End Date occurred, but the last date of the GMDB Maximum Roll-up period has not been reached, the GMDB Roll-up Benefit Base will begin to rollup again until the earlier of the last date of the GMDB Maximum Roll-up Period and the contract date anniversary following your 80th birthday. The GMDB Maximum Roll-up Period does not reset.

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

- b) If you are age 71 (Age 66 for RC 13.0 and later contracts) or older for the "Greater of" GMDB or age 81 (Age 76 for RC 17 and later contracts) or older for the Highest Anniversary Value GMDB (HAV) on the date of your spouse's death, the GMDB value as of the date of the owner's death is frozen (and adjusted for any contributions and withdrawals) and any applicable charge will end.
  - For contracts where GMIB continues but the enhanced GMDB cannot be continued, the Return of Principal GMDB will replace the enhanced GMDB. The initial value of the Return of Principal GMDB will be the "frozen" enhanced GMDB value.
- c) Annual Reset: If the Guaranteed minimum death benefit continues, the Roll-up benefit base reset, if applicable, will be based on your age. Resets will continue until the date you reach age 85 (Age 80 for RC 17 and later contracts with the Greater of GMDB).
- 8. For Retirement Cornerstone 12 and later contracts with the Guaranteed Minimum Income Benefit (GMIB), the option may continue, as follows:
  - a) If you are age 85 (95 for Spousal Joint Owners with Retirement Cornerstone 19) or younger on the date of your spouse's death the GMIB will continue on the contract. For RC 19, you must also be at least age 55 to continue the GMIB.
    - If the deceased spouse died after his/her age 75 and did not fund the Protected Benefit Account, you may contribute and/or transfer money to the Protected Benefit Account, if eligible, through age 75 (For RC 13 and later: through age 80 without the Greater of DB, if the Greater of DB is elected through age 70) (age 71 for Series CP contracts), or if later, the first contract date anniversary.
      - Note for RC 19: No contributions are permitted, unless you were previously a Joint Owner on the contract.
    - If you are age 95 or over (as of the date of death of the deceased owner) or will be prior to the end of the waiting ii) period for exercise, the benefit and charge end when Equitable processes the Spousal Continuation on the contract.
    - If you are age 94 or younger, the GMIB roll up and any applicable resets will continue until the anniversary iii) following the date you reach age 95 (If the elected GMIB had ended due to the original owner attaining age 95 and the last possible date to exercise GMIB passed, Equitable will not reinstate the GMIB on the contract).
    - When you become the new owner on the contract, you will be eligible to exercise the GMIB (based on your iv) age) on the original earliest exercise date (based on the original owner's age), but not later than the contract date anniversary following the date you reach age 95.
    - For RC 19: When you become the new owner on the contract, you will be eligible to exercise the GMIB based on your age (at the time of your spouse's death) and the date the PBA was first funded.
- 9. For RC 11.0 and Earlier Contracts only, generally those RC contracts applied for before 4/30/2012: If you are the younger spouse, and the Lifetime GIB payments have begun, payment will only continue if the payments were being made on a joint life basis. If your spouse was the annuitant, than you become the annuitant. If your spouse was a joint annuitant, the contract will become a single annuitant contract.
- 10. For jointly owned NQ contracts, if the younger spouse dies first no death benefit is paid, and the contract continues as follows: The Guaranteed benefits 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 will become a single annuitant contract.
- 11. The withdrawal charge schedule, if applicable, remains in effect.
- 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. 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.
- 14. You have the right to reallocate or transfer amounts among investment choices available. Contact your financial professional or call the Retirement Cornerstone<sup>®</sup> customer service representatives at 1-800-789-7771 to make any account changes.
- 15. For Retirement Cornerstone 15 and later contracts with the Guaranteed Minimum Income Benefit (GMIB): If you are the Sole Spousal beneficiary over age 85 on a single owner contract, you may have a one-time option to elect to exercise the Guaranteed Minimum Income Benefit. This option is available as long as the surviving spouse is age 95 or younger on the date of death and the original owner had not already attained the contract anniversary following age 95. This Exercise option is only available if elected within 1 year of the date of death. Any election other than GMIB election will bar the exercising of the GMIB, even if it is within one year of death. GMDB is terminated upon exercise.
- 16. Spousal continuation is not available, if spousal continuation on the contract was previously elected.

For more information, please refer to the applicable Retirement Cornerstone<sup>SM</sup> Series prospectus, including any supplements, call your financial professional, or contact 1-800-789-7771.

### 9A. Read the 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 quilty 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.

## 9A. Read the 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.

## 9B. 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.

Fraud Warnings and Sign	n Here	
sidence, and read the State box below.	Fraud Warnings for your sta	ate in Section 9. <b>If your state is</b>
<ul> <li>☐ Idaho</li> <li>☐ Indiana</li> <li>☐ Kentucky</li> <li>☐ Louisiana</li> <li>☐ Maine</li> <li>☐ Maryland</li> <li>☐ Minnesota</li> <li>☐ New Hampshire</li> </ul>	<ul> <li>New Jersey</li> <li>New Mexico</li> <li>New York</li> <li>Ohio</li> <li>Oklahoma</li> <li>Oregon</li> <li>Pennsylvania</li> <li>Puerto Rico</li> </ul>	☐ Tennessee ☐ Texas ☐ Virginia ☐ Washington ☐ West Virginia
ate fraud warning in Section	— n 9 for this state.	
also sign affidavit below N	New York State Fraud Warn	ing in Section 9 of this form.)
onditions in Section 8 of th	is form.	
correct taxpayer identificat	ion number,	
esident alien), and		
due to failure to report inte	erest and dividend income.	
poses, you must complete a	and submit the appropriate F	orm W-8.
	[	Date
	idence, and read the State box below.  Idaho Indiana Kentucky Louisiana Maine Maryland Minnesota New Hampshire  ate fraud warning in Section also sign affidavit below I correct taxpayer identificate esident alien), and due to failure to report inter	☐ Idaho ☐ New Jersey ☐ Indiana ☐ New Mexico ☐ Kentucky ☐ New York ☐ Louisiana ☐ Ohio ☐ Oklahoma ☐ Oregon ☐ Maryland ☐ Oregon ☐ Pennsylvania ☐ Puerto Rico ☐ New Hampshire ☐ Puerto Rico ☐ Atte fraud warning in Section 9 for this state.  ### Also sign affidavit below New York State Fraud Warn onditions in Section 8 of this form.  #### Correct taxpayer identification number, esident alien), and due to failure to report interest and dividend income.  ###################################

This form is furnished prior to determination by Equitable Financial Life Insurance Company, Equitable Financial Life Insurance Company of America 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.