



Structured Capital Strategies® Series Inherited Annuity Beneficiary Continuation Option (BCO) for NQ

For Beneficiaries of Structured Capital Strategies® Series Non-Qualified (NQ) Contracts For Assistance Call (877) 899-3743

Beneficiary Continuation Option is available to you after the owner dies, if you are the beneficiary or a joint owner of a Structured Capital Strategies® Series NQ contract. Other death benefit settlement options which may be available to you are a lump sum distribution, contract continuation or one of several forms of annuity payout options. Please refer to “*Structured Capital Strategies® Series — Claim to Annuity Benefits*” for instructions on electing one of these other options.

Before you complete this form, please read the “Things to Consider” section on page 2 and the “Terms and Conditions” on page 3. In this BCO Form, we use the term “contract” to include both individual annuity contracts, and certificates issued under a group contract.

Your portion of the Annuity Account Value (AAV) of the deceased owner’s contract is your “BCO Interest.” You will have the right to transfer amounts among the investment options available. When you elect BCO, 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 at the death of a contract owner.** For NQ contracts where the owner and annuitant are different, BCO is not available if the annuitant dies before the owner. At the death of an owner under a jointly owned contract, the surviving owner takes precedence over all beneficiaries and may elect BCO. If the contract is owned by an entity and there is an individual beneficiary, BCO may be available on the death of the primary annuitant.
- 2. 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 or the AAV. However, the other individual beneficiaries can elect BCO for their respective shares of the AAV.
- 3.** The minimum amount to elect BCO for any beneficiary is \$5,000.
- 4.** Your election, as well as the election of any other beneficiary who chooses to be a Continuation Beneficiary, must be received within 9 months of the deceased contract owner’s death, along with all required documentation. Beneficiaries who do not make a timely election will not be eligible for BCO.
- 5. 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 Spousal or Non-Spousal Contract Continuation or an annuity payout option when you submitted the official Death Certificate.)
- 6.** We must receive a separate BCO election form from each Continuation Beneficiary.

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 scheduled stretch-out payment elections are made by any of the beneficiaries, distributions will be calculated over the respective lives of the beneficiaries for their respective BCO interests. Each beneficiary may select the BCO distribution method of his or her choice.

When the first BCO claim is processed, all active Segments on the original Contract will be terminated and defaulted to the EQ/Money Market.

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

Fill out the “*Structured Capital Strategies® Series — Beneficiary Continuation Option Election*” form beginning on page 4 of this form and return it to the address indicated on the attached form.

Things to Consider

To determine which of the two 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 Structured Capital Strategies® and Structured Capital Strategies® PLUS Options” brochure.

Please note that transfer restrictions on amounts in Segments prior to the election of the BCO election remain in place. Any amounts in Segments may not be transferred out of the Segments until their Segment Maturity Dates. The Segment Maturity Value may be reinvested in other investment options. However, if you choose the “5-year rule,” amounts may not be invested in Segments with Segment Maturity Dates later than the fifth anniversary of the deceased's date of death.

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.
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. The Annuity Account Value amount is equal to the account value as of the date we receive satisfactory proof of the owner's (or older joint owner's, if applicable) death, and required instructions for the method of payment, forms necessary to effect payment and any other information we may require.

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, such as see-through trusts.
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. If the NQ annuity contract was in payout status at the time of the NQ owner's death, you are not eligible for the "5-year rule."
5. Direct transfers of your BCO interest to another insurance company through a 1035 Exchange is not allowed.
6. A spousal beneficiary cannot elect Spousal Contract Continuation if he or she elects to be a Continuation Beneficiary.
7. A Continuation Beneficiary cannot assign the contract.
8. For federal income tax reasons contract ownership must continue to include the deceased's name.
9. A beneficiary's BCO interest is determined in accordance with the beneficiary's share of the Annuity Account Value (AAV).
10. A Continuation Beneficiary has the right to transfer amounts among investment options available. Any amounts in Segments may not be transferred out of the Segments until their Segment Maturity Dates. The Segment Maturity Value may be reinvested in other investment options. However, if you choose the "5-year rule," amounts may not be invested in Segments with Segment Maturity Dates later than the fifth anniversary of the deceased's date of death.
11. A Continuation Beneficiary cannot make contributions to the contract.
12. The death benefit is payable if the deceased is the sole owner of the contract or the older owner under a jointly owned contract. No withdrawal charges will apply to any withdrawals by the beneficiary.
13. For jointly owned contracts **where the deceased owner was younger than the surviving owner**, the death benefit is not payable. Withdrawal charges may be applicable to withdrawals over the free corridor amount. See the item 15 for when withdrawal charges apply.
14. At your death, the amount payable to any beneficiary you name will be any remaining BCO interest in the contract.
15. If you elect the scheduled stretch-out payment withdrawal option 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. See "*Things to Consider*" on page 2 of this form for further details.
16. For the scheduled stretch-out payment 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 1-877-899-3743 for more information and for the withdrawal charge schedule and the free corridor amount applicable under your contract.
17. Use the *Withdrawal Request Form* to request withdrawals, other than scheduled stretch-out payments, from this contract. Lump sum withdrawals from the contract that are in excess of the scheduled stretch-out payments must be at least \$300.
18. 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.
19. 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.



Inherited Annuity Beneficiary Continuation Option (BCO) for NQ Election Form

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. 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 (877) 899-3743.

1. Contract Information

Structured Capital StrategiesSM 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? Yes No Don't Know
- B) Type of beneficiary: Minor* Spousal Beneficiary Non-spousal Beneficiary
 * Guardians of Minors must complete Section 3.)
- C) Are you a U.S. Person? Yes No
- 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 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 a *Withdrawal Request form* (withdrawal charges may apply for certain contracts). Additionally, any amounts remaining in my BCO interest will be automatically distributed to me in a lump sum as of the fifth anniversary of the deceased contract owner's death. I understand that Equitable will treat all my payments from the contract as taxable on an income first basis.

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. 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 owner's date of death).
Month / Day / Year

Amounts will be withdrawn first from the VIOs on a pro rata basis. If the withdrawal exhausts the VIOs, or if there is no investment in the VIO, amounts will be withdrawn from the Holding Account(s) on a pro rata basis. IF the withdrawal exhausts the Holding Account(s) or there is no investment in the Holding Account(s) the remainder will be withdrawn from the Segments on a pro rata basis.

C. **Withholding Election:**

Withholding Election is only applicable if the Scheduled 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 a broad, 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.

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

5. 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 a 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.

6. Selection of Investment Options and Allocation Percentages

A. Protected Investment Option

- I. If you elect any of the Segment Types listed below, once amounts are received, they will be first placed in a Segment Type Holding Account until your Segment(s) becomes available on the Segment Start Date. At that time, your funds will be allocated per your selection(s) below provided that all Segment Participation Requirements specified in the Certificate/Contract are met.
- II. **Performance Cap Threshold:** is the minimum rate you specify that a Performance Cap Rate has to be in order for amounts to be transferred from a Segment Type Holding Account into a Segment.
 - If the Performance Cap Rate we set for the Segment is less than the Performance Cap Threshold you set, this will result in amounts not being transferred to an available Segment.
 - Although not required, you have the ability to choose a Performance Cap Threshold for some or all individual Segment Type(s).
 - To choose your Performance Cap Threshold, **please check the box below and complete the Performance Cap Threshold Form (#145276)**. The completed form must be submitted along with this enrollment form/application to our Processing Center.
- I want to choose a Performance Cap Threshold.
- III. Please use whole percentages when completing the Contribution Allocation column.

<u>Index</u>	<u>Duration</u>	<u>Buffer</u>	<u>New Performance Cap Threshold</u> <u>(Whole Percentages Only)</u>	<u>Index</u>	<u>Duration</u>	<u>Buffer</u>	<u>New Performance Cap Threshold</u> <u>(Whole Percentages Only)</u>
S&P 500	1 Year	-10%	_____	S&P 500	5 Year	-10%	_____
Russell 2000	1 Year	-10%	_____	S&P 500	5 Year	-20%	_____
MSCI EAFE	1 Year	-10%	_____	S&P 500	5 Year	-30%	_____
NASDAQ 100 ¹	1 Year	-10%	_____	Russell 2000	5 Year	-10%	_____
MSCI EM ¹	1 Year	-10%	_____	Russell 2000	5 Year	-20%	_____
DJ US REIT ^{1,2}	1 Year	-10%	_____	Russell 2000	5 Year	-30%	_____
Financial SPDR ^{1,2}	1 Year	-10%	_____	MSCI EAFE ^{1,4,6}	5 Year	-10%	_____
Gold Index ⁵	1 Year	-10%	_____	MSCI EAFE ^{1,4,6}	5 Year	-20%	_____
Oil Index ⁵	1 Year	-10%	_____	MSCI EAFE ^{1,4,6}	5 Year	-30%	_____
Gold SPDR ^{1,2,6}	1 Year	-10%	_____				
Energy SPDR ^{1,2,6}	1 Year	-10%	_____				
Choice Segments*							
S&P 500	3 Year	-10%	_____	Choice S&P 500 ^{1,3,5}	3 Year	-10%	_____
S&P 500	3 Year	-20%	_____	Choice Russell 2000 ^{1,3,5}	3 Year	-10%	_____
Russell 2000	3 Year	-10%	_____	Choice S&P 500 ^{1,3,4}	5 Year	-10%	_____
Russell 2000	3 Year	-20%	_____	Choice S&P 500 ^{1,3,4}	5 Year	-15%	_____
MSCI EAFE ^{1,6}	3 Year	-10%	_____	Choice S&P 500 ^{1,3,4}	5 Year	-25%	_____
Annual Lock Segment							
S&P 500 Annual Lock ^{4,6}	5 Year	-10%	_____	Choice Russell 2000 ^{1,3,4}	5 Year	-10%	_____
Russell 2000 Annual Lock ^{4,6,7}	5 Year	-10%	_____	Choice Russell 2000 ^{1,3,4}	5 Year	-15%	_____
MSCI EAFE ETF Annual Lock ^{2,4,6,7}	5 Year	-10%	_____	Choice Russell 2000 ^{1,3,4}	5 Year	-25%	_____

B. Variable Investment Options (Please use whole percentages)

EQ/Money Market	_____%
EQ/Core Bond Index	_____%
EQ/Equity 500 Index	_____%

Contribution Allocation Total:

(A) Protected Investment Option Total _____% + (B) Variable Investment Options Total _____% = 100%

¹Not available in Oregon.

²Not available in New York.

³Not available in Minnesota for SCS 1 contracts (generally those contracts issued prior to February 22, 2016).

⁴Not available for Series C and Series ADV.

⁵Not Available for SCS 16 contracts (Contracts generally issued on or after February 22, 2016)

⁶Not Available for SCS 1 contracts (Contracts generally issued prior to February 22, 2016)

⁷Not Available in Virginia, Minnesota and New York

Choice Segments - Any Segment whose name begins with "Choice" uses the same index as the corresponding Standard Segment. The Choice cost is equal to 1% of the Segment Investment on the Segment Start Date for each year of the Segment Duration. We deduct the Choice cost from the Index Performance Rate of a Choice Segment, but only if the Index Performance Rate is positive for that Segment. Choice Segments are not available in all firms and jurisdictions.

7A. 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.

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

7A. State Fraud Warnings (Continued)

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.

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.

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"/> OTHER (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.)

By electing BCO 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 the *Things to Consider* on page 2 and the *Terms and Conditions* on page 3 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 "Inherited Annuity Beneficiary Continuation Option for NQ" 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 |
|---|--|