



EQUITABLE

**Structured Capital Strategies<sup>®</sup>,  
Structured Capital Strategies PLUS<sup>®</sup>  
Structured Capital Strategies<sup>®</sup> Premier  
Structured Capital Strategies<sup>®</sup> PLUS Guard**

**Spousal Continuation Option**

*Use this form to assume ownership of an existing annuity contract*

**About This Form**

For Structured Capital Strategies, Structured Capital Strategies PLUS or Structured Capital Strategies PLUS Guard, the Spousal Continuation option allows a spouse, as a sole primary beneficiary, or joint owner of the contract to assume complete ownership of the existing annuity contract after the original single or joint owner dies. The Spousal Continuation form is not required for joint owner contracts with the Return of Premium death benefit, where no previous ownership change occurred. 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.

For Structured Capital Strategies Premier, the Spousal Continuation option allows the spouse, as the sole primary beneficiary of single owner contracts, to assume complete ownership of the existing annuity contract after the original single owner dies. The Spousal Continuation form is not required for joint owner contracts. Upon the death of the first spouse where no previous ownership change occurred. 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 joint contract owner. There are no additional fees and taxes are deferred until distribution.

**Please read the "Terms and Conditions" section before completing this form.**

**Who Qualifies?**

This option is available 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 Structured Capital Strategies, Structured Capital Strategies PLUS or Structured Capital Strategies PLUS Guard NQ contracts (without the Return of Premium Death Benefit), Spousal Continuation is also available for a surviving spouse who was a joint owner of the contract.

For Structured Capital Strategies Premier NQ joint owner contracts, this Spousal Continuation form is not required. 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 joint contract owner. The Return of Premium Death Benefit, Highest Anniversary Value Death Benefit (HAV DB) and Greater of Roll-Up or Highest Anniversary Value Death Benefit (Greater of DB), is paid upon the death of the single owner contract, or second owner to die if the contract is jointly owned.

Spousal Continuation is generally NOT available for contracts with non-natural owners. However, Equitable may allow Spousal Continuation in cases such as:

- 1) For IRA contracts owned in a custodial IRA, if you are the sole primary (and surviving spouse) beneficiary of the custodial IRA account, you may instruct the custodian of the account to request that we substitute you as the annuitant; and
- 2) For NQ contracts owned by a Living Trust where you are the sole primary (and surviving spouse) 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**

**The Spousal Continuation option is available if you are age 95 or younger on the date of your deceased spouse's death for Structured Capital Strategies and Structured Capital Strategies PLUS contracts. The Spousal Continuation option is available if you are age 98 or younger on the date of your deceased spouse's death for Structured Capital Strategies Premier single owner contracts. The Spousal Continuation option is only available if you are age 85 or younger for Structured Capital Strategies PLUS Guard contracts, on the date of your deceased spouse's death. For all contracts with the Return of Premium Death Benefit, Highest Anniversary Value Death Benefit (HAV DB) and Greater of Roll-Up or Highest Anniversary Value Death Benefit (Greater of DB), the Spousal Continuation option is only available if you are age 75 or younger as of the claim 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. Spousal Continuation cannot be elected on contracts that have an elected death benefit and the ownership was previously changed to a non-spousal owner, or a non-spousal joint owner was added to the contract.**

**1. Provide Information About the Deceased**

Contract or Certificate Number

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

Date of Death (month/day/year)

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**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)

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Your Name (first, middle initial, last)

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Street Address

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City State Zip

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Date of Birth (month/day/year) Social Security or Taxpayer ID Number

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Daytime Telephone Number Evening Telephone Number

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Email Address

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**3. Designate Your Beneficiary**

You must designate a new beneficiary. To name more than one beneficiary, please indicate whether each beneficiary is a primary or contingent beneficiary. (Attach additional pages if needed.)

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

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

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

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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 Claim to Annuity Benefits for information on other options.

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Existing Brokerage Account Number

New Brokerage Account Number

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Financial Representative's Name

Daytime Phone

☐ By checking this box, I am requesting that the surviving spouse become the annuitant on the contract.

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Custodian Name

TIN

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Custodian Signature (Not signature of Financial Representative or Broker)

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 RMD payment for the calendar year which contains his or her death, then I understand that I must take that last lifetime RMD 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.

**Tax Withholding Election:**

**Tax 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:**

- 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 Structured Capital Strategies, Structured Capital Strategies PLUS or Structured Capital Strategies PLUS Guard 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.**
- 2. You were the spouse of the deceased single owner Structured Capital Strategies Premier annuity contract, as of the date of the deceased's death. You are the sole primary beneficiary of the annuity contract owned by your deceased spouse and, as such, you are electing to become the new sole owner of the contract. You must select a new beneficiary.**

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

3. You are age 95 or younger on the date of the death of your spouse, for Structured Capital Strategies and Structured Capital Strategies PLUS contracts. You are age 98 or younger on the date of your deceased spouse's death for Structured Capital Strategies Premier contracts. You are age 85 or younger for Structured Capital Strategies PLUS Guard contracts, on the date of the death of your spouse.
4. For all contracts with the Return of Premium Death Benefit, Highest Anniversary Value Death Benefit (HAV DB) and Greater of Roll-Up or Highest Anniversary Value Death Benefit (Greater of DB), the Spousal Continuation option is only available if you are age 75 or younger as of the claim date of your deceased spouse's death.
5. For contracts with the Return of Premium Death Benefit, Highest Anniversary Value Death Benefit (HAV DB) and Greater of Roll-Up or Highest Anniversary Value Death Benefit (Greater of DB): Additional contributions will be permitted through the surviving spouse's age 75.
6. 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.

### **For Structured Capital Strategies, Structured Capital Strategies PLUS or Structured Capital Strategies PLUS Guard:**

Upon your spouse's death, if you are the younger spouse joint owner on a contract without the Return of Premium death benefit (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. **For contracts with the Return of Premium death benefit ONLY:** If the account value is less than the minimum death benefit, you understand that Equitable will increase the account value to that minimum level (the additional funds will be allocated to the Money Market). 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.

If you are the younger spouse, and the Lifetime installment payments have begun, payment will only continue if the payments were being made on a joint life basis. If your spouse was the annuitant, then you become the annuitant. If your spouse was a joint annuitant, the contract will become a single annuitant contract.

For jointly owned NQ contracts, without the Return of Premium death benefit, if the younger spouse dies first no death benefit is paid, and the contract continues as follows: 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. The withdrawal charge schedule, if applicable, remains in effect.

### **For Structured Capital Strategies Premier:**

For Structured Capital Strategies Premier NQ joint owner contracts, upon the death of the first spouse, Spousal Continuation is not available, no death benefit is paid and the withdrawal charge schedule, if applicable, remains in effect. until the second spouse dies. If the deceased spouse was annuitant, the surviving spouse becomes the annuitant. If the deceased spouse was a joint annuitant, the contract will become a single annuitant contract.

If the surviving spouse is age 75 or younger as of the claim date, and continues the contract the death benefit continues. If surviving spouse is age eligible to continue the contract and it has the Greater of Death Benefit, then the roll up will continue until the earlier of the original 30th Contract Date Anniversary or the Contract Date Anniversary following the surviving spouse's age 85. If the roll-up had stopped due to the original owner attaining age 85 and the 30th Contract Date Anniversary has not been reached, the benefit base will continue the roll-up from the date of death to the earlier of the 30th Contract Date Anniversary or the Contract Date Anniversary following the surviving spouse's 85th birthday. If the roll-up had stopped due to the 30th Contract Date Anniversary being reached, the benefit base will not resume. There is no reset to the Roll-up benefit base.

If the surviving spouse is age 76 or older on the claim date, the contract can continue with the Account Value Death Benefit which ends on the Contract Maturity Date. Contributions can continue until age 85.

### **For Structured Capital Strategies, Structured Capital Strategies PLUS, Structured Capital Strategies Premier, or Structured Capital Strategies PLUS Guard:**

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.

You understand that any 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.

You have the right to reallocate or transfer amounts among investment choices available. Contact your financial professional or call the customer service representatives at 1-800-789-7771 to make any account changes.

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

## 7A. 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 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.

### **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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**7A. Read the State Fraud Warnings (Continued)****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:** \_\_\_\_\_

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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"/> 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.)**

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 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  
Retirement Service Solutions  
8501 IBM Dr, Suite 150-IR  
Charlotte NC 28262-4333

**Regular Mail:**

Equitable  
Retirement Service Solutions  
P.O. Box 1016  
Charlotte, NC 28201-1016

For Assistance Call 800-789-7771.