

Equitable Financial Life Insurance Company Equitable Financial Life Insurance Company of America Equitable Financial Life and Annuity Company Equitable Financial Life Insurance and Annuity Company (CA)

# Life Insurance Claim to Life Insurance Benefits

# A Message to our Beneficiaries

On behalf of Equitable Financial Life Insurance Company and Equitable Financial Life Insurance Company of America (EFLOA) please accept our condolences for your loss. We realize that this is a difficult time for you and your family and we are here to help. If you have questions in completing this form, contact your Equitable Advisors or Equitable Financial Advisors (MI & TN) or call Life Operations at **1-800-777-6510**. You may also visit our Beneficiary Resource Center at <u>https://equitable.com/hallmarks/</u> <u>beneficiary-resources</u> for support and resources.

#### **Return:**

#### **Express Mail:**

Equitable Financial Life Insurance Company Life Operations 8501 IBM Dr, Suite 150 Charlotte NC 28262-4333

#### **Regular Mail:**

Equitable Financial Life Insurance Company Life Operations P.O. Box 1047 Charlotte, NC 28201-1047

#### **Toll-Free Fax Number:**

(855) 268-6373

#### For Assistance:

#### Call:

(800) 777-6510 Monday - Thursday: 8:30 A.M. - 7:00 P.M. EST Friday: 8:30 AM to 5:30 PM EST

# **Completing this Form**

Each beneficiary claiming benefits is required to complete a form and any additional forms requested. Photocopies of this form are permitted. This form is supplied by the Company without prior verification of coverage and without any assurances made by the Company to the recipient that he, she or it will be the appropriate payee or beneficiary of such benefits. Please provide an original certified copy of the death certificate. Please note that pages 6 and 7 are for your information and do not need to be returned to our office.

# **Provide Information about the Deceased**

Please print clearly or type. List all policy numbers. Provide the original policy or mark the box indicating it has been lost.

# Policy Number(s) (Required):

□ Lost		□ Lost	□ Lost		
□ Lost		□ Lost			
Deceased's Name:					
First	Middle/MI	Last			
(Please list all names by whi	ch the Deceased ma	ay have been known).			
Date of Birth (mm/dd/yyyy)		Social Security Number xxx-xx-xxx	xx		
Date of Death (mm/dd/yyyy)		Place of Death (City, State)	Cause of Death		
Address:					
Number and Street			Apt. / Suite / Floor		
City State		Zip C	Code		

Provide Informa	tion about Yours	elf as Bene	eficiary.	Th	s entire sectio	n must be completed.
If the primary benef	ficiary is deceased,	include his c	or her:			
			1	Nam	9	
Date of Death:(mr	n/dd/yyyy)			-		
I am claiming as:	$\Box$ An Individual $\Box$ On behalf of a	Corporation			If of an Estate stee	□ On behalf of a Minor □ Other Entity
Are you the spouse	of the Deceased?	□ Yes	□ N	0		
If no, your relations	hip to the Decease	d?				
<ul> <li>were lawfully issued to diss</li> <li>settlement or</li> <li>If you are sub that the term</li> </ul>	married to the Dece solve your marriage; marital property ag omitting this claim a as of your divorce de	ased at his/h and (iii) no m reement) prec as a FORMER ecree, decree	er death arital agr cludes, p SPOUS e of annu	; and reem rohik E of ulme	I (ii) no divorce or a ent (i.e., prenuptia its or impairs your the Deceased, the nt or property set	sent to the Company that (i) you annulment had been granted or I, postnuptial separation, property right to make this claim. en you represent to the Company tlement agreement do not are otherwise disqualified.
Are you the sole ber	neficiary?	□ Yes	□ N	0		
Are you a U.S. Person?		□ Yes	□ N	0	(If no, W-8 BEN 1	form is also required).
Please indicate if fo	una IDC 710 ia na ad	ad for the as	toto tov			
Your Name as Bene Street Address (if m	ficiary (First, Middle nailing address is a P					lame, if applicable
City		State			Zip Code	
-					•	
Your Date of Birth:	(mm/dd/yyyy)					
Social Security Num	nber:			Fec	leral Taxpayer Ide	ntification Number:
XXX-XX-XXXX	xxx-xx-xxxx		or	XX	XX-XXXXXXX	
Daytime Phone Nur	nber:					
Mobile Phone Num	ber:					
Email Address:						
Income Tax Wit	hholding (Qualified	ed Retireme	ent Ben	efit	Plans Only)	
			,			the taxable portion of my benefits. axable amount of my benefits.

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# **Caution:**

There are penalties for not paying enough tax during the year, either through withholding or estimated tax payments. For more information please see Publication 505, Tax Withholding and Estimated Tax, available at <u>www.irs.gov</u>. page 2 of 7 e14561 Cat. #125942 (8/24)

# Policy Number(s): \_

**Please be advised:** Due to IRS implementation of the Foreign Account Tax Compliance Act (FATCA), taxable disbursements made to entity (business, trust or estate) owners/payees may be subject to 30% withholding if proper documentation is not on file. Proper documentation is considered to be a properly completed and signed IRS Form W-9 for domestic entities. Foreign entities are expected to submit a properly completed and correct type of IRS Form W-8. In the event proper documentation is not on file with Equitable & EFLOA, we will withhold the required 30% upon disbursement. For further details regarding the FATCA rules and regulations and how disbursements may be affected, please contact your tax advisor.

# **Payment Options**

Lump Sum Disbursement

# Access Account provided by Equitable or EFLOA

# The Access Account is not available if:

- The policy is an Equitable Financial Life and Annuity Company/Equitable Financial Life Insurance and Annuity Company (CA) policy.
- The proceeds payable to the beneficiary are less than \$10,000.
- The beneficiary does not have a Social Security Number or Federal Tax identification Number.
- The beneficiary is one of the following: minor, corporation, partnership, tax-exempt entity, estate, trust with more than two trustees, represented under a power of attorney, or resides outside of the U.S.

An Access Account is a retained asset account. If you are the beneficiary of an Equitable policy then your retained asset account is known as the Equitable Access Account. If you are the beneficiary of a EFLOA policy then your retained asset account is known as the EFLOA Access Account. If you elect this payment option, the settlement of your claim will be made through delivery of a draft kit to you. Please see pages 5 and 6 for additional information.

**Settlement Option - Special Payment Plan Election Form required** - Pay any part or all of the proceeds into an option with any balance being paid under the other payment option chosen above. If choosing a Settlement Option, please choose one of the three options below.

- $\hfill\square$  Interest Option This is an interest-bearing contract.
- □ Installment Option Pays your proceeds plus interest in annual or more frequent installments for a period you select or in an amount you select.
- $\hfill\square$  Life Income Option Pays you a guaranteed income for life.

Additional descriptions of these options and eligibility requirements are provided with our election forms. To obtain election forms or more information about your payment options other than a lump sum, including our current rates of interest and estimates of income you can receive, call 1-800-245-1230.

# **Payment Delivery Options**

PLEASE SELECT ONLY ONE OPTION FOR WHERE YOU WOULD LIKE YOUR PAYMENT SENT. IF YOU DO NOT COMPLETE THIS SECTION, WE WILL DEFAULT TO THE BENEFICIARY ADDRESS AS PROVIDED ON PAGE 2 AND SEND YOU A CHECK VIA FIRST CLASS MAIL.

# IF YOU ELECT EXPEDITED DELIVERY OR WIRE TRANSFER, THE APPLICABLE FEE WILL BE AUTOMATICALLY DEDUCTED FROM THE NET DISBURSMENT AMOUNT.

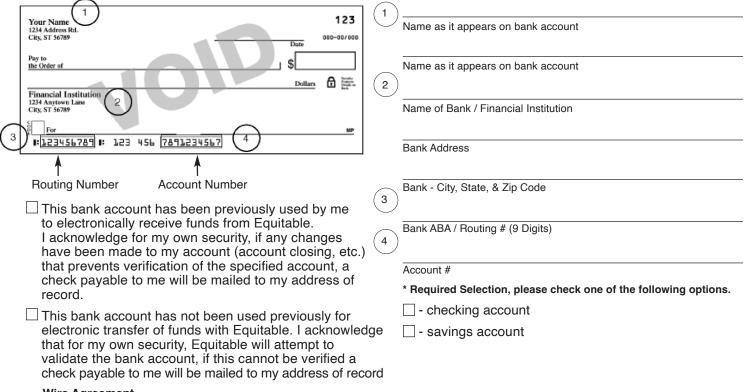
All Fees are per transaction per policy

- First Class Mail No Fee
- Direct Deposit No Fee Please enter your bank account information in the selection below. Your bank or financial institution may take up to 2 or more business days to credit the funds to your account.
- **Express Delivery** \$35 fee (Express Delivery cannot be delivered to P. O. Box)
- ☐ Wire Transfer \$90 fee Only available for net wire amounts of \$5,000 or more. Please enter your bank account information in the section below.
- Agent Delivery I request and authorize delivery by an Equitable Advisors/Equitable Financial Advisors (MI & TN)

# **Direct Deposit & Wire Transfer Section**

#### IF YOU ELECTED DIRECT DEPOSIT OR WIRE TRANSFER YOU MUST COMPLETE THIS SECTION OR YOUR REQUEST WILL BE DELAYED.

Enter your bank account information on lines 1-4. Equitable will attempt to validate the bank account. If this cannot be verified, a check will be mailed to the beneficiary address as provided on page 2.



#### Wire Agreement

#### By my signature, I consent to the following:

- I certify that the bank routing number and bank account number provided are accurate. I understand that I should certify these with my bank or financial institution prior to submitting the form to ensure that I have the correct information for wire. Incorrect information may misdirect and/or delay receipt of your funds.
- I certify that the above account(s) bears my name, that I am an unrestricted and authorized signor for each account and that the funds are being deposited to a financial institution within the US and will remain in a US Bank. The funds will not be credited further to an international bank.
- I hereby authorize Equitable Financial Life Insurance Company to wire the amount of my withdrawal in the account listed above at the above-named bank/financial institution. This authorization will become effective only upon acceptance by Equitable.
- In the event that Equitable notifies the financial institution that funds to which I am not entitled have been deposited to my account, in error, I hereby authorize and direct the financial institution to return said funds to Equitable as soon as possible. If the funds erroneously deposited to my account have been drawn from that account so that return of those funds by the bank to Equitable is not possible, I agree to repay such erroneous deposit to Equitable within thirty (30) days from notification by Equitable that such payment was erroneous. In addition, should any future payments be due to me during or after that 30-day period, I authorize Equitable to recover the erroneous funds by off-setting the amount erroneously paid to me from any future payments from Equitable until the amount of the erroneous deposit has been recovered, in full. Further, I understand and agree that, if there is an outstanding debt due and owing to Equitable as a result of the erroneously-deposited funds, any future payments I make to Equitable will be applied toward reducing the outstanding debt owed by me and will not be applied for any other purpose, until the erroneous deposit has been recovered, in full. It is understood that I will be notified by Equitable when the erroneous deposit has been fully recovered by Equitable.

# **Please Read and Sign Here**

By signing below, I affirm that I have read the appropriate State Fraud Warning for my state of residence and that I provided my correct Taxpayer Identification or Social Security Number on page 2. (New York State Residents need to also sign the New York State Fraud Warning on page 4.) If the Taxpayer Identification or Social Security Number is not supplied, the interest may be subject to federal and state withholding. Under the penalties of perjury, I certify that the information supplied on this form is true and complete, that I am not subject to backup withholding either because I have not been notified by the IRS that I am subject to backup withholding as a result of failure to report all interest or dividends, or because the IRS has notified me that I am no longer subject to backup withholding and that I am a U.S. Person. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

I affirm that my mailing address listed on page 2 is not that of a Financial Professional.

# Please Read and Sign Here (continued)

#### Signature:\_

Beneficiary's Signature (or other duly authorized signature and title) Current

Current Date (mm/dd/yyyy)

Print Name of Person/Party Signing

#### **State Fraud Warnings**

#### **New York Fraud Warning:**

"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."

NY STATE RESIDENTS READ AND SIGN ONLY: I have read and understood the New York State Fraud Warning.

Signature:

**Beneficiary's Signature** 

Current Date (mm/dd/yyyy)

Alabama, Arkansas, Louisiana, Maryland, New Mexico, Rhode Island, Texas, West Virginia: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to civil and criminal penalties, including fines and confinement in prison.

**Alaska and 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 under state law.

**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:** 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.

**District of Columbia, 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 or any other person. 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 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 may be subject to criminal and civil penalties.

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

**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 be 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.

# **Helping Meet Your Financial Needs**

The Access Account can help you address both short- and long-term financial needs. With the Equitable or EFLOA Access Account you can withdraw funds to cover your immediate expenses, and at the same time, use it toward your future financial needs.

#### **How The Access Account Works**

If you so elect, Equitable or EFLOA will pay all or some of your life insurance proceeds through a convenient Access Account. The Access Account is a draft account established in your name and works in certain respects like an interest-bearing checking account. However, please keep in mind that you may only withdraw from the account. You may not make deposits into the account.

#### **Benefits of The Access Account**

With the Access Account, you can write one draft at any time to access the entire proceeds (including interest) or any remaining balance in the account. You may leave the funds in the Access Account and continue to earn interest. You can order additional drafts by sending in the form included in your draft book, or you can simply call our toll-free number: 1-866-494-4265.

You may withdraw any amount up to your balance, with a minimum draft amount of \$250, and may write an unlimited number of drafts. There are no fees for drafts, draft-clearing, or monthly draft accounting services. The Access Account will be charged a fee of \$25 for any stop payment order, if any draft is retuned unpaid, or if you request a wire transfer of funds. Express mail fees are \$15 for Monday through Friday delivery and \$22 for Saturday delivery. The bank will retain cleared drafts for seven (7) years. Currently, Access Accounts are established and banking services provided by The Northern Trust Company, P.O. Box 92987, Chicago, IL 60675-2987, toll-free number (866) 494-4265. Access Accounts are subject to the rules of the bank.

#### **Designating a Beneficiary**

We encourage you to exercise your right to designate a beneficiary or beneficiaries to receive the balance in your account in the event of your death. Simply fill out the form on the back of the Supplementary Contract that you will receive after you elect the Access Account and send it to the address on the form. If you do not designate a beneficiary for your funds, your estate will be the beneficiary. Please note that we cannot accept a beneficiary that is one of the following: minor; corporation; partnership; tax-exempt entity; estate; trust with more than two trustees; represented under a power of attorney; or resides outside the U.S.

# **Earning Interest on Your Proceeds**

With the Access Account you have the flexibility of using your proceeds while earning interest from the very day it is established. Equitable or EFLOA will set the interest rate periodically, based upon our discretion and a review of current market interest rates. We reserve the right to change this procedure. The interest rate we apply will not be less than 0.25%. Interest is earned from the date the Access Account is established until the date the account is closed, compounded daily and credited at the end of the month, at which time we will mail you a monthly statement. Interest credited to the Access Account and the applicable rate will appear on your monthly statement. The monthly statement also shows withdrawals and any other financial activity on your account. Interest earned may be taxable. An IRS Form 1099 will be issued annually for any interest credited to your account. Choosing an Access Account or other payout options may have tax implications. We recommend that you consult a tax advisor, an investment advisor, or any other financial advisor regarding your particular circumstances and any potential tax liability.

# **Other Important Information**

The principal and interest accrued under the Access Account are held by and are part of Equitable's or EFLOA's general account. They are not held in a bank or other institution and are not insured by the Federal Deposit Insurance Corporation (FDIC) or other federal agencies. Funds held by insurance companies are guaranteed by the respective state guaranty association. For further information, contact your State Department of Insurance or the National Organization of Life and Health Insurance Guaranty Associations at <u>www.nolhga.com</u>. Equitable or EFLOA will earn income on the funds held in the Access Account.

Equitable's or EFLOA's obligation is satisfied when the total amount of proceeds are deposited into the Access Account. Equitable or EFLOA reserves the right to freeze or take back funds in the Access Account to set off any claim we may have against the account holder. Equitable or EFLOA reserves the right to make changes in the terms and conditions of the Access Account. You will be notified if changes are made.

If the balance in your account should fall below \$1,000 as of the end of the month, the account will automatically be closed. A draft for the balance in the account plus accrued interest will be sent to you at the address we have on our records. Generally, if the Access Account has no customerinitiated activity for a period of one year or more, the account could be considered abandoned property under the unclaimed property laws of your state of residence. Such laws require us to report unclaimed property after a certain period of inactivity and then to turn the funds over to the state. Remember to keep your address current on your account.

For current Access Account interest rate information or to obtain additional information and answers to questions you may have about the Access Account, please call or write to the following: Equitable Financial Life Insurance Company or Equitable Financial Life Insurance Company of America c/o The Northern Trust Company, P.O. Box 92987, Chicago, IL 60675-2987, toll-free number (866) 494-4265. DO NOT SEND CLAIM FORMS TO THE ABOVE ADDRESS.

Louisiana residents – for further information, please contact the Louisiana Department of Insurance at (800) 259-5300, P.O. Box 94214, Baton Rouge, LA 70804

Kentucky residents - FOR FURTHER INFORMATION, PLEASE CONTACT YOUR STATE DEPARTMENT OF INSURANCE.

West Virginia residents - for further information, you may refer to www.wvlifega.org.

# **Putting Your Proceeds to Work**

Whenever you are ready, it is important to think about how to get the greatest possible benefit from your proceeds. Money, like most things of value, needs to be properly cared for. Even large sums of money may disappear quickly unless carefully managed. You may want to consider plans and products available to you as an Equitable or EFLOA beneficiary.

# **Products and Services to Meet Your Future Needs**

The Equitable family of companies, including Equitable Financial Life Insurance Company and Equitable Financial Life Insurance Company of America and its affiliate, Equitable Advisors, LLC, Equitable Financial Advisors (MI & TN) offer a broad array of financial products to help meet protection, retirement and investment needs. If you are interested in learning more about these products, or have any questions not answered by this booklet, there are numerous ways to contact us.

- Call our toll-free number at (800) 777-6510.
- Write to us at Equitable or Equitable Financial Life Insurance Company of America, PO Box 1047, Charlotte, NC 28201-1047.
- Log in to our Beneficiary Resource Center at <u>http://www.equitable.com/customer-service/beneficiary/overview.html</u>, where you can search for a financial professional and find other useful information.

The Equitable or EFLOA Access Account helps provide access, convenience and financial flexibility. Our business is to support individuals and businesses – small, mid-size and large – at every stage in their lives by providing products and services that help meet their insurance, personal protection, retirement savings and estate planning needs.

Guarantees are based on the claims-paying ability of the issuing insurance company. Life insurance and annuities are issued by Equitable Life Insurance Company (NY, NY) and Equitable Life Insurance Company of America, an Arizona stock corporation with its main administrative office in Jersey City, NJ. Variable products are co-distributed by Equitable Advisors, LLC (member FINRA, SIPC) and Equitable Distributors, LLC. All companies are affiliated.

"Equitable" is the brand name of Equitable Holdings, Inc. and its family of companies, including Equitable Life Insurance Company (NY, NY), Equitable Advisors, LLC and Equitable Distributors, LLC.

