EQUITABLE

Accumulator® Series

Successor Owner/Annuitant (SOA) Option

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

Equitable Advisors, LLC
(Equitable Financial Advisors in MI & TN)
Equitable Distributors, LLC

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

About This Form

The Successor Owner/Annuitant (SOA) option allows a spouse, as a sole primary beneficiary, to assume complete ownership of an existing Accumulator® Series annuity contract after the original owner/annuitant dies. The existing annuity contract will remain in force and will be transferred into the surviving spouse's name, with all rights that were available to the original contract owner. There are no additional fees and taxes are deferred until distribution. **Please read the "Terms" on page 2 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 non-qualified (NQ) annuity, and only when the deceased annuitant and owner are the same. For NQ contracts, SOA is also available for a surviving spouse who was a joint owner if the deceased was the other owner and the annuitant 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

For certain contracts, this option is only available if you meet the age requirement to purchase the same type of annuity contract for which you are the beneficiary. See the appropriate Accumulator® Series prospectus for the age requirements.

1. Provide Information About the Deceased

Accumulator® Series Contract Number

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

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

2. Provide Information About Yourself as the Sole Spousal Beneficiary

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

Your Name (first, middle initial, last)

Street Address

City State Zip

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

Daytime Telephone Number Evening Telephone Number

Email Address

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 %. *:All percentages must add up to 100%.*)**

Primary Beneficiary #1	%	☐ SSN ☐ TIN ☐ EIN	Relationship to Owner
Address		Date of Birth	Phone Number
Primary Beneficiary #2	%	☐ SSN ☐ TIN ☐ EIN	Relationship to Owner
Address		Date of Birth	Phone Number
Primary Beneficiary #3	%	☐ SSN ☐ TIN ☐ EIN	Relationship to Owner
Address		Date of Birth	Phone Number

(b) Contingent Beneficiary(ies) (If more than one, indicate %. *:All percentages must add up to 100%*)**

Contingent Beneficiary #1	%	☐ 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		Date of Birth	Phone Number

** If no percentage is indicated, we will consider the shares of the beneficiaries to be equally divided.

4. Request for last lifetime RMD for traditional IRA only

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

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

Withholding Election:

Withholding Election is only applicable if the last lifetime RMD box is checked above.

If no election is made, we must withhold at a default 10% rate from your payment. If you want a different tax withholding, please submit IRS Form W-4R along with this form, and we will withhold as instructed on your Form W-4R. IRS Form W-4R is available at www.irs.gov.

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

5. Read the Terms and Conditions

By signing in Section 7, you acknowledge that you understand the following terms and conditions:

1. You are the spouse of the deceased Owner/Annuitant.
2. **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 successor owner and the annuitant of the contract. You must select a new beneficiary.**
3. 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.
5. Your age as of the date of death of your spouse will be used to determine the future growth of the guaranteed death benefit.

   a. For Series 02 and earlier contracts (generally issued **prior to September 22, 2003)**, the guaranteed death benefit will continue to increase until the contract date anniversary specified in your contract, even if the deceased had been the older spouse. If that date is already past, the guaranteed death benefit amount will stay frozen and will be adjusted for any contributions (if permitted in your state) and withdrawals made.

   b. For Series 04 contracts (generally issued **on or after September 22, 2003), if Spousal Protection had been elected** on the contract, the guaranteed death benefit will continue to increase until the contract date anniversary following the older spouse's 85th birthday, even if the deceased had been the older spouse. If that date is already past, the guaranteed death benefit amount will stay frozen and will be adjusted for any contributions (if permitted in your state) and withdrawals made.

   c. For all other Series 04 contracts, if Spousal Protection had not been elected on the contract, the guaranteed death benefit will continue to increase until the contract date anniversary following your 85th birthday only if you were age 75 or below on the date your spouse died. Otherwise, the guaranteed death benefit amount will stay frozen and will be adjusted for any contributions (if permitted in your state) and withdrawals made.
6. If Protection Plus[SM] had been elected on the contract, any amounts payable under that benefit will be added to the account value. Your age as of the date of death of your spouse will be used to determine future benefit amounts under Protection Plus. For certain contracts issued prior to April 1, 2012 and on or after September 22, 2003, the Protection Plus benefit will only continue to be available under the contract if you were age 75 or below on the date of death of your spouse; your age as of that date will also be used to determine future benefit amounts under Protection Plus. For these contracts, the preceding sentence is applicable even if Spousal Protection had been elected on the contract and you are the older spouse whose age had originally been used to determine the Protection Plus amount that was added to the account value.
7. If the Guaranteed Income Benefit had been elected on the contract, the benefit will continue to be in effect only if the contract is not past the last date on which the deceased owner could have exercised the benefit *and* if your age as of the date of death of your spouse makes you eligible to exercise the benefit as described in the prospectus and/or contract. If you are not eligible to continue the benefit, it will be dropped from the contract and all charges for the benefit will cease.
8. If there is an increase in the Annuity Account Value as described above, it will be allocated to the investment options according to the allocation percentages we have on file for the contract. The Contingent Withdrawal Charge schedule under your spouse's contract (if any) will no longer apply to the portion of the Annuity Account Value that you took over from your deceased spouse (including any increase credited as a result of the reset of the Annuity Account Value to the GMDB and the Protection Plus amount, if any). Withdrawal charges (if applicable to your type of contract) will apply to any additional contributions that you make to the contract. Withdrawals from the contract will be considered to be made first from the portion of the reset Annuity Account Value you took over from the deceased, and then from any additional contributions you make.
9. If Principal Protector had been elected on the contract, the benefit and charge will remain in effect. If the benefit base is zero at the time of your spouse's death and the charge had been suspended, the charge will be reinstated if you a) make any contributions or b) exercise the optional step-up provision. The benefit base will not be increased to equal the account value, if higher, upon your spouse's death. You must wait five complete years from any prior step-up or from the date the contract was issued, whichever is later, in order to be eligible for the optional step-up. See the prospectus for the applicable charges and a complete description of Principal Protector.
10. 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.
11. 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.
12. You have the right to reallocate or transfer amounts among investment choices available. Contact your financial professional or call the Accumulator® customer service representatives at 1-800-789-7771 to make any account changes.

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

6A. 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.

New York State Residents Only:
Read & Sign Below

I have read and understand the New York State fraud warning. Your original signature is required in this section (for NY State residents).

Beneficiary's Signature: _____

Date: _____

Ohio:

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oregon and All Other States:

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement that is material to the interests of an insurer may be guilty of insurance fraud.

Puerto Rico:

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand ($5,000) dollars and not more than ten thousand ($10,000) dollars, or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances are present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

6B. 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.

7. 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 6. ***If your state is not listed, please check the "OTHER" box below.***

☐ Alaska	☐ Idaho	☐ New Jersey	☐ Tennessee
☐ Arizona	☐ Indiana	☐ New Mexico	☐ Texas
☐ Arkansas	☐ Kentucky	☐ New York	☐ Virginia
☐ California	☐ Louisiana	☐ Ohio	☐ Washington
☐ Colorado	☐ Maine	☐ Oklahoma	☐ West Virginia
☐ Delaware	☐ Maryland	☐ Oregon	
☐ District of Columbia	☐ Minnesota	☐ Pennsylvania	
☐ Florida	☐ New Hampshire	☐ Puerto Rico	

☐ OTHER (Please indicate state): _____

I have read and understand the appropriate fraud warning in Section 6 for this state.

(New York State Residents: You must also sign affidavit below New York State Fraud Warning in Section 6 of this form.)

I have read and agree to the terms and conditions in Section 5 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.

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

Mail To

Mail completed *"Successor Owner/Annuitant"* 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.