



Equitable Financial Life Insurance Company  
Equitable Financial Life Insurance Company of America

Use this form to assume ownership of an existing Structured Capital Strategies® Income annuity contract

### About This Form

The Spousal Continuation option allows a spouse, as a sole primary beneficiary, or joint life owner of the contract to assume complete ownership of an existing Structured Capital Strategies® Income annuity contract after the original single or joint life owner dies. The Spousal Continuation form is not required for joint life contracts, where no previous ownership change occurred. Please note that the term “contract” applies to “certificates under a group contract.” 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 life contract owner. There are no additional fees and taxes are deferred until distribution. **Please read the “Terms and Conditions” beginning on page 3 before completing this form.**

### Who Qualifies?

This option is available only if you are the spouse and sole primary beneficiary of a contract owner’s IRA (Traditional or Roth) or single owner non-qualified (NQ) annuity contract. For NQ contracts Spousal Continuation is also available for a surviving spouse who was a joint life owner of the contract.

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 only available if you are age 98 or younger on the date of your deceased spouse’s death. Spousal Continuation cannot be elected if you and the deceased owner were divorced at the time of death. Spousal Continuation cannot be elected on contracts where the ownership was previously changed to a non-spousal owner.**

### 1. Provide Information About the Deceased

Contract or Certificate Number

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

Date of Death (month/day/year)

### 2. Provide Information About Yourself

- A) Are you a Joint Life (Successor 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)

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 %)\*\***

_____ <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.

**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 "Structured Capital Strategies® Income, — Claim to Annuity Benefits" for information on other options.

Existing Brokerage Account Number

New Brokerage Account Number

Financial Representative's Name

Daytime Phone

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

Custodian Name

TIN

Custodian Signature (Not signature of Financial Representative or Broker)

Date

**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.

**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](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.

## 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 annuity contract owned by your deceased spouse or you are a joint life 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 are age 98 or younger on the date of the death of your spouse.
3. Additional contributions will not be permitted.
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. **Single Life:** Upon your spouse's death, a sole spousal beneficiary may elect to receive the death benefit, continue the contract under our Beneficiary Continuation Option (BCO) or elect may elect Spousal Continuation and continue the contract; however;  
**For contracts with the Guaranteed Lifetime Withdrawal Benefit (GLWB):** The Guaranteed Lifetime Withdrawal Benefit ends as of the date of death and the charge is discontinued.  
**For Contracts with the Highest Anniversary Death Benefit (HAV) or Return of Premium Death Benefit (ROP DB):** The death benefits end as of the date of death and the charge is discontinued if applicable, and the contract becomes Return of Account Value Death Benefit. 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.
6. **Joint Life:** If the Owner dies and the Successor Owner and an Annuitant is still living, the Successor Owner continues the contract as the new Owner. The Guaranteed Lifetime Withdrawal Benefit (GLWB) continues and we do not pay a death benefit until the Successor Owner's death. Withdrawal charges continue to apply to contributions made prior to the original Owner's death. Withdrawal charges also apply to any contributions made by the Successor Owner after the original Owner's death.  
If the Owner and the Annuitant die, the Successor Owner becomes the Owner and also becomes the new Annuitant on the contract. The Guaranteed Lifetime Withdrawal Benefit (GLWB) continues and we do not pay a death benefit until the Successor Owner's death.
7. 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.
8. 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.
9. You have the right to reallocate or transfer amounts among investment choices available. Contact your financial professional or call the customer service representatives at 1-877-899-3743 to make any account changes.
10. **MAXIMUM MATURITY AGE:** Your age will determine the maximum maturity age for this contract.

For more information, please refer to the applicable Structured Capital Strategies® Income prospectus, including any supplements, call your financial professional, or contact 1-877-899-3743.

**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.

**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.

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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 Financial Life Insurance Company, Equitable Financial Life Insurance Company of America as to whether any annuity benefits were in force with respect to the owner or to whom any such annuity benefits are payable, and without prejudice to Equitable's rights.***

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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 877-899-3743.