

# Form Manifest

Source	Form Number	Form Name	Description	Population Status
EQUITABLE	E15323_08172020_Rebrand	SCS PLUS Series New Business Requirements Check		formatted form rendered
EQUITABLE	ACORD Form951 REBRAND_20201204	ACORD FORM 951_REBRAND CTLG951		formatted form rendered
EQUITABLE	E15260_NC_20201204	NC RQ_Rebrand_CTLG153720		formatted form rendered
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# Structured Capital Strategies® PLUS Series New Business Requirements Checklist<sup>1</sup>

## Required Applications/Forms for All Contract Types<sup>2, 3</sup>:

- ☐ Application
- ☐ Requirement Questionnaire
- ☐ Check/Wire/Incoming Transfer Form (ACORD Transfer Form) (Must include at least one)<sup>4</sup>

## Supplemental Forms for All Contract Types:

- ☐ Performance Cap Threshold Form (optional)
- ☐ Electronic/Telephone Transfer Authorization Form (optional)

## Additional Required Forms (Depending on the Type of Contract Being Issued):

### I. Non-Qualified Contracts<sup>4</sup>

- a. Trusts, Charitable Remainder Trusts (CRT) and Other Non-Natural Persons as Owner
  - ☐ Non-Natural Owner Form
  - ☐ Trustees of CRTs/Important Disclosure Form (*For CRT Contracts Only*)

### II. Qualified Plan Contracts<sup>5</sup>

- a. 401(k), Profit Sharing Plan, Money Purchase Plan, or Keoghs
  - ☐ QP Purchase Form for Defined Contributions/Defined Benefit (as applicable)<sup>6</sup>
  - ☐ ERISA Information Statement

## Helpful Hints / Common Missing Information:

- Make sure you are licensed in the state of sale
- Make sure any state required Continuing Education or Product Training is completed.
- Applicant's Citizenship
  - If the applicant is not a U.S. citizen, please provide Visa Information or a Copy of Green Card (if applicable)
- Replacements:
  - Must check off sales material used in replacements on Requirements Questionnaire (if applicable)
  - Must fill out the Reason for Replacement on the Requirements Questionnaire for all replacement situations
  - New York Replacements only:
    - Appendix 11
    - Reg. 60 Disclosure Statement
    - Reg. 60 Appendix 10B or 10C
- Trust Owned contracts only: A Copy of the Trust Documentation is required to be provided to the Equitable Processing Office.
- Connecticut and Minnesota sales require an additional disclosure document (Series specific) to be delivered at time of sale. In Minnesota, the client must sign an additional form (Cat # 154305), acknowledging receipt of the disclosure document.
- For Order Entry only: A Signature Card (included with the contract) is required to be signed by client, and returned to the Equitable Processing Office
- For Order Entry only: Applications are required to be submitted in NC and NY.
- Certain firms do not require an Electronic/Telephone Transfer Authorization Form. Please check with your firm's back office on all required documents
- Important Reminder: This checklist should be used as a helpful guide in completing your transaction. Financial Professionals should check with their firm's back offices for any further requirements.

<sup>1</sup> The prospectus and prospectus supplements must be delivered to the client prior to the sale. For transfers, exchanges and rollovers, the surrendering financial institution may have its own requirements, such as additional paperwork and client signature guarantees from the Broker/Dealer. See the Structured Capital Strategies PLUS prospectus for full description of Owner requirements and availability. Subject to state availability.

<sup>2</sup> **Please note the following:** Certain states require state specific applications or forms in order to issue contracts. Please check with your firm's back office and the product prospectus for any state specific document requirements.

<sup>3</sup> Puerto Rico: For Structured Capital Strategies®, Traditional IRAs are available for contributions rolled over from US Source 401(a) Plans.

<sup>4</sup> Both the surrendering carrier and the selling Broker Dealer of record must permit Partial 1035 exchanges. Neither Equitable nor any of its affiliates are responsible for confirming the Partial 1035 policies of other firms.

<sup>5</sup> Certain states (NY, OR and PR ONLY) must check "Non-Qualified" on the application. Non-Qualified Contracts may not be converted to an IRA contract in a direct rollover transaction (even upon a distributable event such as separation from services or plan termination).

<sup>6</sup> Puerto Rico maintains its own Qualified Plan Purchase Form: Puerto Rico Purchase Form (cat # 157447).

For Financial Professional Use Only

Structured Capital Strategies® PLUS are issued by Equitable Financial Life Insurance Company (Equitable), and distributed by an affiliate Equitable Distributors, LLC, Structured Capital Strategies® PLUS is a service mark of Equitable. All guarantees are backed by the claims-paying ability of Equitable and do not apply to the variable investment options.

Equitable Financial Life Insurance Company

E15323  
Cat. No. 157496



EQUITABLE



# 1035 EXCHANGE / ROLLOVER / TRANSFER eFORM

HQ3CMNBORH001

**Mailing Address**  
Equitable Financial Life Insurance Company  
Retirement Service Solutions  
P.O. Box 1577  
Secaucus, NJ 07096-1577  
**Overnight Address**  
Equitable Financial Life Insurance Company  
Retirement Service Solutions  
500 Plaza Dr., 7th Fl  
Secaucus, NJ 07094-3619

This form can be used to accomplish a **FULL** or a **PARTIAL Exchange** of policies pursuant to Internal Revenue Code (IRC) Section 1035. This form can also be used for **Transfers of Funds and Direct Rollovers**. Complete the requested information concerning the existing policy and contract, check the appropriate boxes, and date and sign this form. Refer to the application, and if applicable, prospectus and any state required forms for additional important disclosures and information. Check with both the receiving and surrendering company for form requirements specific to the transaction that is being initiated.

If you are considering a replacement you have the right to receive information regarding your existing policy or contract values including, if available, an in force illustration, policy summary, premium payment amounts or the product prospectus. If the information is requested your existing company will return the requested information to you within five business days. Contact your existing carrier for additional information.

**Complete one form for each surrendering company and contract. Please apply funds to:**

**New / Existing Contract Number:** \_\_\_\_\_ **Receiving Carrier DTCC #:** 4535  
(for Money Settlement)

Without this contract number, the funds will be applied to a new contract.

The receiving company may not accept the exchange / rollover / transfer if the funds do not meet its minimum premium requirements.

## 1. Surrendering Company Policy / Account / Contract Information

Surrendering Company Name (Complete one form for each surrendering company) Equitable			Surrendering Company Account / Policy / Contract Number 900012	
Street Address Line 1			Address Line 2	
City	State	Zip	Phone Number	Ext
			-	
Surrendering Plan Type (Non-Qualified, IRA, Roth IRA, etc.) Roth IRA		Surrendering Product Type (Life, Annuity, CD, MF, Other, etc.) Variable Annuity		Estimated Amount of Transfer \$ 25000.00
Owner (First, Middle, Last) / Entity Name Custodian			Social Security Number / Tax ID # 987-65-4321	
Joint Owner Name (First, Middle, Last) - Please confirm the availability of these options with the Receiving Company				Social Security Number --
Insured / Annuitant Name (First, Middle, Last) - if other than owner (applies to Life & Annuity products only) Primary Annuitant				Social Security Number 123-45-0987
Joint Insured / Annuitant Name (First, Middle, Last) - Please confirm the availability of these options with the Receiving Co.				Social Security Number --
Contingent Annuitant Name (First, Middle, Last) - Please confirm the availability of these options with the Receiving Co.				Social Security Number --

## 2. Transfer / Rollover / 1035 Exchange Surrendering Instructions

☒ **Full** ☐ **Partial** \$ \_\_\_\_\_ or \_\_\_\_\_ %

☐ **Penalty Free Amount**

(This amount is subject to change based on the product provisions. Please check with the surrendering company to verify the amount)

By executing this form, I authorize the full or partial liquidation of my existing contract or account in accordance with the sections completed above. I hereby instruct the parties to process that liquidation:

☒ **As soon as possible after receipt of all necessary forms** ☐ **On a specific date:** \_\_\_\_\_

I / We also understand it is my / our responsibility to confirm with the surrendering company their processing guidelines to selecting a specific transfer date.

### 3. Disclosures / Acknowledgments

- I. I fully assign and transfer all claims, options, privileges, rights, title and interest to either all of the life insurance policy, all of the annuity contract or part of the annuity contract value identified in the Contract Information section on page 1 to the receiving company. The sole purpose of this assignment is to effect a tax-free exchange under Section 1035(a) of the Internal Revenue Code. All of the powers, elections, appointments, options and rights I have as owner of the contract, including the right to surrender, are now exercisable by the receiving company. Simultaneous with a full assignment, I also revoke all existing beneficiary designations under the Assigned Policy. Other than the above mentioned owner, no person, firm, or corporation other than myself and the insurer that issued the above numbered policy, has an interest in said policy. No proceedings in insolvency or bankruptcy have been instituted by or against me. I understand that the receiving company intends to surrender the contract for the cash value; or if this is a partial exchange, the portion assigned, subject to its terms and conditions, and to use the proceeds as the purchase payment for the new contract to be issued by the receiving company. I authorize the surrendering company to send the proceeds directly to the receiving company and understand that fees and surrender charges may apply. This exchange is subject to acceptance by the receiving company. Neither the receiving company nor the surrendering company is liable or responsible for changes in market value that may occur after the surrendering company has processed the transaction and before the proceeds are received by the receiving company in good order and allocated to the new contract. Prior to the date of receipt of the proceeds by the receiving company, no value will accrue or be earned on the receiving company contract.
- II. If this is a partial exchange, I understand that it is subject to Revenue Ruling 2003-76, which dictates how much of the original contract's cost basis must be allocated to the new contract. The cost basis should be allocated ratably between the two contracts based on the percentage of the value retained in the original contract and the percentage of the value transferred to the new contract. For example, if the contract value is \$100,000 and basis is \$50,000, and I assign 30% for a partial exchange, then \$15,000 (30% of \$50,000) of the basis would be applied to the new contract. I understand that the IRS has raised concerns about annuity contract owners using partial exchanges to avoid income tax, and I certify that I am not entering into this transaction for the purpose of reducing or avoiding income tax or the 10% penalty tax for early withdrawals.  
I expressly represent that the sole purpose is to effect a partial 1035 exchange of an annuity contract. However, I acknowledge that Revenue Procedure 2011-38 states that withdrawals from annuitization, taxable owner or annuitant changes, or surrenders, other than an amount received as an annuity for a period of 10 years or more or during one or more lives, of either the original contract or the new contract during the 180 day period following the partial exchange, may affect the tax free status of the partial exchange.  
Note: Other exceptions may apply and a subsequent direct transfer of all or a portion of either contract involved in the exchange could have tax and tax reporting consequences. Please consult your tax advisor. Please confirm with the carrier if they will support partial 1035 exchanges.  
I acknowledge that the receiving company has made no representations concerning any tax treatment of this transaction. I understand that the receiving company has neither responsibility nor liability for the validity of this transaction or for my treatment under Section 1035(a) of the Internal Revenue Code or otherwise. Therefore, I agree to release and hold harmless the receiving company and its agents from any and all liability arising from, relating to, or in connection with, the taxation of a partial exchange of the above listed contract. I authorize the receiving company and the surrendering institution to share information necessary to maintain accurate records of the annuity cost basis and to ensure proper withholding and tax reporting. I have been directed to consult my tax or legal advisor before proceeding.
- III. I authorize the receiving company to rely upon the cost basis information provided by the surrendering company, but agree that the receiving company will assume no responsibility for determining or verifying cost basis. If cost basis is not provided, I acknowledge that more restrictive or less beneficial tax rules may apply to the amounts transferred. I acknowledge that the receiving company provides this form and participates in this transaction as an accommodation to me. The receiving company does not give tax or legal advice on the tax consequences for replacing one contract for another, and assumes no responsibility or liability for the validity of this assignment or for the tax treatment of this exchange under IRC Section 1035(a) or other laws or regulations.
- IV. I agree that if the receiving company, in its sole discretion, determines that it is unlikely to receive timely payment of the full contract cash surrender values, the receiving company may reassign ownership of the policy/contract back to me.
- V. RETURN OF LIFE INSURANCE POLICY OR ANNUITY CONTRACT - Does not apply to partial 1035 exchanges on annuity contracts. Unless the surrendering company's policy or contract is attached, I affirm that the policy or contract has been destroyed or lost and that reasonable effort has been made to locate it. To the best of my knowledge no one else has any right, title or interest in the contract, nor has it been assigned, pledged or encumbered, unless this is a life insurance policy with a loan to carry forward.
- VI. MAXIMUM ISSUE AGE DISCLOSURE - An annuity contract may not be issued should the funding requirements be received after reaching maximum issue age for the annuity contract applied for. If the funds are received after the maximum issue age, the contract may be rejected and the funds returned to their original source. The surrendering company may or may not take the funds back, which could result in a taxable event.
- VII. NON-QUALIFIED TRANSFER OF FUNDS (NON 1035 EXCHANGE) - The receiving company will apply all such funds received to an annuity contract issued to me. I understand that the receiving company assumes no responsibility for tax treatment of this matter and I shall be responsible for payment of all federal, state and local taxes incurred with respect to the liquidation of such account. I acknowledge that the earnings credited under the annuity contract will begin to accrue when the receiving company receives these proceeds and all other necessary paperwork in good order. For index annuities, fixed account interest under the annuity contract will begin to accrue on the next Issue Day.

**3. Disclosures / Acknowledgments (Continued)**

- VIII. TRANSFER / EXCHANGE OF FUNDS INTO A TSA/403(B) - The TSA/403(b) owner / participant's employer or employer's third-party administrator must authorize and sign this transfer request in Section 5.

Authorization for a TSA/403(b) transfer / exchange to a TSA/403(b): This request is for the direct transfer / exchange of non-ERISA funds from the TSA/403(b) (annuity contract) or 403(b)(7) (custodial account) identified in Section 1 of this form to a TSA/403(b) (annuity contract) established on my behalf by the receiving company. I hereby agree to surrender my interest as indicated above and authorize the receiving company to take whatever action necessary to effect this transfer / exchange. I acknowledge that the transferred / exchanged funds shall be subject to the more stringent restrictions on distributions found in either the predecessor annuity contract or the receiving annuity contract. I intend this transaction to be a 403(b) transfer / exchange of funds pursuant to IRC section 403(b) and the final regulations. The transfer / exchange is to be executed from financial institution to financial institution in such a manner that it will not place me in actual or constructive receipt of all or any part of the transferred / exchanged funds. Because this transaction constitutes a direct rollover / transfer / exchange of funds and not a distribution, withholding does not apply. (Provide the receiving company with any records or documents they may request with respect to this transfer / exchange.)

- IX. The IRS has provided limited guidance on the tax consequences of transferring a life insurance policy with values less than the investment in the contract to a new or existing annuity contract. If the owner surrenders the newly acquired annuity contract, it's not clear whether the annuity losses are fully deductible against ordinary income or deductible as a miscellaneous deduction subject to a limitation of 2% of adjusted gross income (AGI). If the IRS views the two transactions as a single integrated transaction, they could consider it a step transaction and successfully disallow the losses as a tax deduction.

**4. Taxpayer Identification Number Certification**

Under penalties of perjury, I certify that:

1. The number on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. person (including a U.S. resident alien).
 

☐ Check this box if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.
4. I am exempt from Foreign Account Tax Compliance Act (FATCA) reporting.

**5. Signatures**

This transfer request also authorizes the receiving and surrendering company to request information on the status of this transfer or exchange by phone or in writing. By signing below, I represent that the responses herein are, to the best of my knowledge, accurate and I have read the DISCLOSURES / ACKNOWLEDGMENTS section on page 2 the ACORD 1035 Exchange / Rollover / Transfer Form.

**The Internal Revenue Service does not require your consent to any provisions of this document other than the certifications required to avoid backup withholding.**

Signature Guarantee (if applicable)	Signature of Owner / Plan Administrator / Trustee / Custodian	Date (mm/dd/yyyy)
	Signature of Joint Owner / Co-Trustee (if applicable)	Date (mm/dd/yyyy)
	Signature of Insured / Annuitant (if applicable)	Date (mm/dd/yyyy)
	Signature of Irrevocable Beneficiary (if applicable)	Date (mm/dd/yyyy)
	Signature of Spouse (Required in AZ, CA, ID, LA, NV, NM, TX, WA and WI only) (if applicable)	Date (mm/dd/yyyy)



**5. Signatures (Continued)****FOR TSA/403(b) TO TSA/403(b) TRANSFERS/EXCHANGES ONLY - EMPLOYER/THIRD PARTY ADMINISTRATOR SIGNATURE**

By signing below, I am acknowledging that I have reviewed this direct transfer / rollover / exchange request and that it is authorized and approved under the employer's 403(b) plan under IRC section 403(b) and the final regulations.

- a) I am authorizing this transfer / rollover request.
- b) I am confirming that there is an information sharing agreement in place with the receiving company under the IRC section 403(b) regulations.
- c) All information provided on this form is accurate.

Print Name of Employer or Third Party Administrator	Title of Employer or Third Party Administrator
Signature of Employer or Third Party Administrator	Date (mm/dd/yyyy)

**6. Signatures (For the receiving company's use only)****6A. Acceptance of 1035 Exchange / Trustee Transfer / Direct Rollover**

By signature of an authorized officer below, the receiving company accepts assignment of all (or a portion of the assets if this is a partial exchange) to the above contract for purposes of complying with the client's intention of effecting a nontaxable exchange under IRC Section 1035. Please issue payment payable to the receiving company, the owner of the contract, for the full cash surrender value of the contract or a portion if it is a partial surrender.

For Trustee Transfers / Direct Rollovers from Tax-Qualified Accounts / Contracts:

The receiving company will deposit funds received into a: \_\_\_\_\_

**6B. eConsent and Acknowledgment (Applies to eSignature Transactions Only)**

To the extent the receiving company has obtained electronic signatures to effectuate the transaction(s) set forth in this form, the receiving company, by the below signature of its authorized officer, hereby represents and warrants to the surrendering company that:

- a. This form has been completed using an electronic system that has an integrated e-signature capability;
- b. All consumer consents have been obtained under, and this form was signed using an e-signature process that complies with, all applicable federal and state e-signature requirements, including, but not limited to, the federal E-Sign Act, and the applicable states' versions of the Uniform Electronic Transactions Act;
- c. It shall indemnify, defend, and hold harmless the surrendering company from and against all losses, costs, liabilities, claims, threatened claims, demands, suits, obligations, expenses, judgments, and damages, including, but not limited to, reasonable attorneys' fees and witness' fees, arising from or related to: (i) the receiving company's breach of the warranties set forth in (a) and/or (b) above; (ii) a liability imposed by any municipal, state or federal governmental body relating to the receiving company's violation of an applicable e-signature law or regulation; and (iii) the receiving company's gross negligence, willful misconduct or illegal acts, including, but not limited to, claims that the e-signatures obtained on this form by the receiving company are invalid or were improperly obtained; provided, however, that (x) the surrendering company shall provide the receiving company of prompt written notice of any claim that the surrendering company believes falls within this scope of this paragraph, and (y) the surrendering company shall not settle any claim that adversely affects any rights of the receiving company without the receiving company's prior written consent; and
- d. It shall promptly provide to the surrendering company and/or its designee(s) any and all information in the receiving company's possession (or within the receiving company's reasonable control) as may be necessary to evidence the validity of the electronic signatures that were obtained to effectuate the transaction(s) set forth in this form.

Print Name of Authorized Officer	Title of Authorized Officer
Signature of Authorized Officer (if applicable - may not be required if LOA is used)	Date (mm/dd/yyyy)



# EQUITABLE

Equitable Advisors, LLC (Equitable  
Financial Advisors in MI & TN)  
Equitable Distributors, LLC  
For Assistance Call 888-517-9900

## Equitable Requirements Questionnaire

**Must submit with all Structured Capital  
Strategies®, Retirement Cornerstone® and  
Investment Edge® applications**

HQ3CMNBORH001  
Mail forms to:

Equitable Financial Life  
Insurance Company  
Attn: New Business Processing  
500 Plaza Drive, 7<sup>th</sup> Floor  
Secaucus, NJ 07096-1547

Fax: (816) 701-8044

**NORTH CAROLINA**

### 1. Applicant Information

Applicant's Name Primary Annuitant Applicant's Social Security Number 123450987

### 2. Statement of Existing Coverage (You Must Answer Both Questions)

1. Do you have any existing life insurance policies or annuity contracts? ☒ YES ☐ NO
2. Will any existing life insurance or annuity be (or has been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued on the life of the Owner? ☒ YES ☐ NO
- If "YES" to questions 1 and 2 above, complete this form in its entirety, starting with Section 3 below.
  - If "YES" to question 1 and "NO" to question 2 above, then complete both questions 1 and 2 in Section 3 below, print name and sign in Section 6.
  - If "NO" to question 1 and "NO" to question 2 above, print name and sign in Section 6.

### 3. Important Notice: Replacement of Life Insurance or Annuities

You are contemplating the purchase of a life insurance policy or annuity contract. In some cases this purchase may involve discontinuing or changing an existing policy or contract. If so, a replacement is occurring. Financed purchases are also considered replacements.

A replacement occurs when a new policy or contract is purchased and, in connection with the sale, you discontinue making premium payments on the existing policy or contract, or an existing policy or contract is surrendered, forfeited, assigned to the replacing insurer, or otherwise terminated or used in a financed purchase.

A financed purchase occurs when the purchase of a new life insurance policy involves the use of funds obtained by the withdrawal or surrender of or by borrowing some or all of the policy values, including accumulated dividends, of an existing policy, to pay all or part of any premium or payment due on the new policy. A financed purchase is a replacement.

You should carefully consider whether a replacement is in your best interests. You will pay acquisition costs and there may be surrender costs deducted from your policy or contract. You may be able to make changes to your existing policy or contract to meet your insurance needs at less cost. A financed purchase will reduce the value of your existing policy and may reduce the amount paid upon the death of the insured.

We want you to understand the effects of replacements before you make your purchase decision and ask that you answer the following questions and consider the questions on the back of this form.



1. Are you considering discontinuing making premium payments, surrendering, forfeiting, assigning to the insurer, or otherwise terminating your existing policy or contract? ☒ YES ☐ NO
2. Are you considering using funds from your existing policies or contracts to pay premiums due on the new policy or contract? ☒ YES ☐ NO

If you answered "yes" to either of the above questions, list each existing policy or contract you are contemplating replacing (include the name of the insurer, the insured or annuitant, and the policy or contract number) and whether each policy or contract will be replaced or used as a source of financing:

<input checked="" type="checkbox"/> Replaced (R) or	1. Insurer Name	Contract/Policy Number	Insured/Annuitant
<input type="checkbox"/> Financing (F)	Equitable	900012	Annuitant, Primary
<input type="checkbox"/> Replaced (R) or	2. Insurer Name	Contract/Policy Number	Insured/Annuitant
<input type="checkbox"/> Financing (F)			
<input type="checkbox"/> Replaced (R) or	3. Insurer Name	Contract/Policy Number	Insured/Annuitant
<input type="checkbox"/> Financing (F)			

Make sure that you know the facts. Contact your existing company or its Registered Representative for information about the old policy or contract. (You may request that an in-force illustration, policy summary or available disclosure documents be sent to you by the existing insurer). Ask for and retain all sales materials used by the Registered Representative in the sales presentation. Be sure that you are making an informed decision.



**Please indicate the reason for replacement in box below:**

NA

### **Notice to the Applicant About the Right to Cancel a New Policy or Contract**

You have the right, within 30 days [(10 days in CT, DC (for Investment Edge, and Structured Capital Strategies) and SD and 20 days in ND) for from the date of delivery of a new annuity contract, to return it to the insurer and receive an unconditional full refund of all considerations paid on it, or in the case of a variable or market value adjustment contract, a payment of the cash surrender benefits provided under the contract, plus the amount of all fees and other charges deducted from the gross premiums or considerations imposed under the annuity contract.

**I do not want this notice read aloud to me.** \_\_\_\_\_

(Applicants must initial only if they do not want the notice read aloud.)

### **Information to Consider for Policy Comparison**

A replacement may not be in your best interest, or your decision could be a good one. You should make a careful comparison of the costs and benefits of your existing policy or contract and the proposed policy or contract. One way to do this is to ask the company or Registered Representative that sold you your existing policy or contract to provide you with information concerning your existing policy or contract. This may include an illustration of how your existing policy or contract is working now and how it would perform in the future based on certain assumptions. Illustrations should not, however, be used as a sole basis to compare policies or contracts. You should discuss the following with your Registered Representative to determine whether replacement or financing your purchase makes sense:

**PREMIUMS:** Are they affordable?  
 Could they change?  
 You're older—are premiums higher for the proposed new policy?  
 How long will you have to pay premiums on the new policy? On the old policy?

**POLICY VALUES:** New policies usually take longer to build cash values and to pay dividends.  
 Acquisition costs for the old policy may have been paid; you will incur acquisition costs for the new one.  
 What surrender charges do the policies have?  
 What expense and sales charges will you pay on the new policy?  
 Does the new policy provide more insurance coverage?

**INSURABILITY:** If your health has changed since you bought your old policy, the new one could cost you more, or you could be turned down.  
 You may need a medical exam for a new policy.  
 Claims on most new policies for up to the first two years can be denied based on inaccurate statements.  
 Suicide limitations may begin anew on the new coverage.

### **IF YOU ARE KEEPING THE OLD POLICY AS WELL AS THE NEW POLICY:**

How are premiums for both policies being paid?  
 How will the premiums on your existing policy be affected?  
 Will a loan be deducted from death benefits?  
 What values from the old policy are being used to pay premiums?

### **IF YOU ARE SURRENDERING AN ANNUITY OR INTEREST SENSITIVE LIFE PRODUCT:**

Will you pay surrender charges on your old contract?  
 What are the interest rate guarantees for the new contract?  
 Have you compared the contract charges or other policy expenses?

### **OTHER ISSUES TO CONSIDER FOR ALL TRANSACTIONS:**

What are the tax consequences of buying the new policy?  
 Is this a tax-free exchange? (See your tax advisor.)  
 Is there a benefit from favorable "grandfathered" treatment of the old policy under the Federal tax code?  
 Will the existing insurer be willing to modify the old policy?  
 How does the quality and financial stability of the new company compare with your existing company?



**4. Sales Material Used in a Replacement Transaction (You Must Select at Least One Box Below)**

By signing below, I as a Registered Representative certify that:

1. The responses contained herein are, to the best of my knowledge, accurate.
2. I have left copies of the following approved sales materials with the applicant

☒ Sales Kit    ☐ Illustrations\*    ☐ Optional Benefits Brochure    ☐ Investments Brochure    ☐ Product Brochure

☐ Other Company approved materials (*please include brochure name*) \_\_\_\_\_

*\*Copies of Illustrations must be submitted with this form.*

☐ No sales materials, illustration or proposal was used in this transaction

Please Remember:

- Copies of the sales illustration or certification and any individualized or other sales material used in the sale must be submitted with the application.
- The original or a copy of all sales material used during the sale of the policy or contract indicated above must be left with the applicant.
- Electronically presented sales material must be provided to the owner in printed form no later than at the time of delivery of the policy or contract.

**4A. Registered Representative's Signature Section**

I certify that the responses herein are, to the best of my knowledge, accurate:

Moore, Susan

Registered Representative's Signature and Printed Name

\_\_\_\_\_  
Date

**5. Suitability - All Questions Must be Answered**

1. Do you understand and acknowledge:

- the contract applied for contains variable investment options, which means that any benefits, values or payments based upon performance of the investment options may vary? ☒ YES ☐ NO
- any benefits, values or payments based upon performance of the investment options are not guaranteed by any insurance company, the FDIC, Federal Reserve Board or any other agency, Federal or State? ☒ YES ☐ NO
- the contract values may increase or decrease, depending on investment options, investment experience and applicable charges and certain expenses? ☒ YES ☐ NO

2. Do you believe this purchase transaction is in accordance with your investment objectives and anticipated financial needs? ☒ YES ☐ NO

**6. Applicant's Signature Section**

I certify that the responses herein are, to the best of my knowledge, accurate and that I received a copy of the "Buyer's Guide for Deferred Annuities" if required in my state.

I acknowledge that I have received the prospectus in either paper format or on computer readable compact disc ("CD").

If I elected to receive the prospectus on CD, I also:

- acknowledge that I can access the prospectus in the format it was delivered;
- understand that I must print or download the prospectus to retain it indefinitely; and
- understand that I may request a prospectus in paper format at any time by calling Customer Service at 877-899-3743, and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in Equitable's Electronic Delivery Service.

I understand that no Registered Representative has the authority to make or modify any Contract on behalf of Equitable, or to waive or alter any of Equitable's rights and regulations. Equitable must agree to any change made to the Contract, or to the age at issue, in writing signed by an officer of the company.

Primary Annuitant

Applicant's Signature and Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joint Applicant's Signature and Printed Name

\_\_\_\_\_  
Date



# EQUITABLE

## Equitable Variable Annuity Series Electronic and Telephone Transfer Authorization Form

Equitable Distributors, LLC  
For Assistance: Call 800-789-7771

HQ3CMNBORH001

**Regular Mail:**  
Equitable Financial Life Insurance Company  
Retirement Service Solutions  
P.O. Box 1577  
Secaucus, NJ 07096-1577  
**Express Mail:**  
Equitable Financial Life Insurance Company  
Retirement Service Solutions  
500 Plaza Dr, 6th Fl  
Secaucus, NJ 07094  
**Fax Number:** (816) 701-8040

### Owner/Annuitant Information

Custodian

987654321

Owner's Name (*First, Middle, Last*)

☒ EIN ☐ Social Security No. ☐ TIN

Joint Owner's Name *if applicable* (*First, Middle, Last*)

Social Security No.

**Primary Annuitant**

123450987

Annuitant's Name *if other than Owner* (*First, Middle, Last*)

Social Security No.

Certificate/Contract Number (For existing contracts): \_\_\_\_\_

### Authorization

"I designate Moore, Susan to act as my agent and provide to Equitable Investment Option transfer instructions in writing, by telephone or electronically, and I hereby authorize and direct Equitable to act on such instructions. I understand and acknowledge that Equitable (i) may rely in good faith on the stated identity of the person(s) placing such instructions, and (ii) will have no liability for any claim, loss, liability, or expense that may arise in connection with such instructions. Equitable will continue to act upon this authorization until such time as we receive written notification in our Processing Office that broker transfer authority has been terminated. Upon receipt of such notification, Equitable will terminate the Financial Professional's(s') ability to provide transfer instructions on your behalf. Equitable may (i) change or terminate telephone or electronic or overnight mail transfer procedures at any time without prior notice, and (ii) restrict fax, internet, telephone and other electronic transfer services because of disruptive transfer activity."

**To opt out of Broker Transfer Authority, please check the box below.**

☐ **I decline Broker Transfer Authority.**

**X**

Owner's Signature

Date

**X**

Joint Owner's Signature (if applicable)

Date



EQUITABLE

Equitable Financial Life Insurance Company

# Important Notice

Regarding the M&E\* fee for  
Structured Capital Strategies® 16 and  
Structured Capital Strategies® PLUS

## M&E Fee

The Variable Investment Option fee is displayed under the M&E fee. This fee does not apply to amounts held in a Segment.

\* Mortality & Expense (M&E)

Structured Capital Strategies® 16 and Structured Capital Strategies® PLUS variable and index-linked annuity contracts are issued by AXA Equitable Life Insurance Company (NY, NY). Variable products are co-distributed by affiliates AXA Advisors, LLC and AXA Distributors, LLC (members FINRA, SIPC).