

# Accumulator® Series

## Claim to Annuity Benefits

*Each Beneficiary Must Complete a Copy of This Form.*

For Assistance Call (800) 789-7771

### REMINDER

Before you submit this form, have you...

- Read the "AXA Equitable Beneficiary Guide" brochure?
- Enclosed a certified death certificate (bearing the raised seal or colored stamp from the issuing authority)?
- Provided a Social Security or Federal Tax ID Number in Section 2?
- Signed in Section 2 — Taxpayer Identification Number statement (as required by the Internal Revenue Service)?
- Elected a Payment Method in Section 3?
- Read the fraud warning for the appropriate state of residence and signed in Section 5?
- Provided any necessary state tax waivers?

### List All Contracts

*If a contract has been lost or misplaced, please check the box next to that contract number.*

Contract Number _____	<input type="checkbox"/> LOST	<input type="checkbox"/> Enclosed
Contract Number _____	<input type="checkbox"/> LOST	<input type="checkbox"/> Enclosed
Contract Number _____	<input type="checkbox"/> LOST	<input type="checkbox"/> Enclosed

Name of Deceased (first, middle initial, last) \_\_\_\_\_ Date of Death (MM/DD/YYYY) \_\_\_\_\_

Mailing Address of Deceased \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

### Things to Consider

Before you select a payout election in Section 3 you should consider all the options that may be available to you at the death of either the owner or the annuitant of the contract. In making your decision, you should discuss with your tax or legal advisor the timing of distributions that must be made, the tax treatment of these distributions and how important flexible access to funds is to you.

**Note:** In the contract, we call the person who is entitled to the death benefit when the annuitant dies the "beneficiary." The person who takes over the deceased contract owner's interest in the contract when the owner and annuitant are different and the owner dies before the annuitant is called the "successor owner" in the contract. **In this form, we may use the term "beneficiary" to cover both situations.**

**Things to Consider (continued)**

Deceased was both the Owner and Annuitant; or Deceased was the Annuitant and the Owner is still alive. (All Contract types)		Deceased was the Owner and the Annuitant is still alive. (NQ only)	
<b>Beneficiary is not owner's spouse:</b>	<ul style="list-style-type: none"> <li>You can take your death benefit in a lump sum.</li> <li>You can apply your death benefit to a Periodic Payment Annuity Benefit.</li> <li>You can elect the Beneficiary Continuation Option (BCO).*</li> </ul> <p><i>* Note: This option is only available for NQ and IRA contracts; it is not available if the deceased was the annuitant and the owner is still alive.</i></p>	<b>Successor Owner is not owner's spouse:</b>	<ul style="list-style-type: none"> <li>You can apply the cash value of the contract to a fixed annuity benefit over your life or period not extending beyond your life expectancy. (Payments to you begin within one year after owner's death.)</li> <li>5-year rule: You have the option to withdraw amounts from the contract within 5 years of the date of owner's death or at the death of the annuitant, whichever is earlier — use <i>Financial Service Request Form</i> to request all distributions.</li> <li>You can elect the Beneficiary Continuation Option (BCO).</li> </ul>
<b>Beneficiary is surviving spouse of owner:</b>	<ul style="list-style-type: none"> <li>You can take your death benefit in a lump sum.</li> <li>You can apply your death benefit to a Periodic Payment Annuity Benefit.</li> <li>You can elect the Beneficiary Continuation Option (BCO).*</li> <li>You can elect to become Successor Owner/Annuitant; no payments from the contract are required while you are alive.*</li> <li>If the contract is a traditional IRA, TSA or Qualified Plan, you may roll over the death benefit into your own traditional IRA or other eligible retirement plan.</li> <li>If the contract is a Roth IRA, you may roll over the death benefit into your own Roth IRA.</li> </ul> <p><i>* Note: This option is only available for NQ and IRA contracts; it is not available if the deceased was the annuitant and the owner is still alive.</i></p>	<b>Successor Owner is surviving spouse of owner:</b>	<ul style="list-style-type: none"> <li>You may elect to keep the contract in-force. You don't have to take any payments from the contract while the annuitant is alive.</li> <li>You can elect the Beneficiary Continuation Option (BCO).</li> <li>You can apply the cash value of the contract to a fixed annuity benefit over your life or period not extending beyond your life expectancy. (Payments to you begin within one year after owner's death.)</li> </ul>

**How is NO BCO Election with Scheduled Stretch-Out Payments Any Different from a Periodic Payment Annuity Benefit?**

	NQ BCO Scheduled Stretch-out Payments	Periodic Payment Annuity Benefit
<b>Payment Start Date:</b>	Payments must begin within one year of the deceased owner's death.	Payments must begin within one year of the deceased owner's death.
<b>Payment Frequency:</b>	Payments must be made at least annually.	Payments must be made at least annually.
<b>Amount Applied to Payments:</b>	Beneficiary's share of Annuity Account Value or Death Benefit (as applicable).	Beneficiary's share of Annuity Account Value or Death Benefit (as applicable). In certain cases, tax charges or contract fees may also apply.
<b>Term of Payments:</b>	NQ BCO scheduled stretch-out payments are always made over a set period based on your life expectancy in the year payments start.	Periodic Payment Annuity Benefits can be paid out over your life (even if you live longer than your life expectancy). We also offer Fixed Period Periodic Payment Annuity Benefits.
<b>Investment Flexibility:</b>	Funds remain invested in the investment options you choose and you may have more flexibility to transfer among the investment options than if you select a Periodic Payment Annuity Benefit.	Although we offer variable Periodic Payment Annuity Benefits, BCO scheduled stretch-out payments may offer more flexibility and investment choices.
<b>Accelerate Payments:</b>	If you choose either of the two NQ BCO scheduled stretch-out payment options, you can always terminate the arrangement by surrendering the contract. If you choose BCO scheduled stretch-out payment Withdrawal Option 2, you can make additional withdrawals at any time.	Your ability to accelerate or terminate the payments may be limited.

Please review the tax treatment of all these choices carefully in the *"AXA Equitable Beneficiary Guide"* booklet before you make your choice.



### 3. Payment Method (continued)

#### For Traditional IRA, QP and TSA only:

If the deceased owner 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 you must take that last lifetime payment before you either effect a rollover or apply the proceeds to any payout option you elect.

- Please check this box if you want to take the last lifetime RMD amount from the certificate/contract.

Choices available at the death of the Annuitant — Death benefit may be paid out to the beneficiary under payout options “A” through “G” below:

#### All Beneficiaries:

A.  Lump Sum Payment (Please complete Section 4.)

B.  Annuity Benefit (Please complete and submit the attached “Settlement Option Election Form.”)

*The following options are only available to a surviving spouse who is the sole primary beneficiary of the Accumulator® Series contract:*

C.  Successor Owner and Annuitant. (For NQ and IRA contracts only where the deceased annuitant was also the owner of the contract. Complete the SOA election form.)

D.  Direct Rollover to Traditional IRA or other eligible retirement plan. (Only available for sole spousal beneficiaries of Traditional IRA, Tax-Sheltered Annuity or Qualified Plans; I am eligible and have completed and enclosed an application for an Accumulator® Series Traditional IRA and a signed “Spousal Rollover Acknowledgement form.” For other eligible retirement plans, call the Processing Office at 800-789-7771.)

E.  Direct Rollover to Roth IRA. (Only available for sole spousal beneficiaries of Roth IRAs; I am eligible and have completed and enclosed an application for an Accumulator® Series Roth IRA as well as a signed “Spousal Rollover Acknowledgement form.”)

*The following option is available to all beneficiaries of Traditional or Roth IRA contracts only:*

F.  Inherited IRA — Beneficiary Continuation Option for IRA contracts. I am eligible and have completed and enclosed the IRA BCO election form.

*The following option is available to beneficiaries of NQ contracts only:*

G.  Inherited Annuity — Beneficiary Continuation Option for NQ contracts. I am eligible and have completed and enclosed the NQ BCO election form.

Choices available at the death of the Owner while Annuitant is alive — the contract value may be paid out to the successor owner under payout options “H” through “L” below (surrender charges will apply where applicable):

H.  Lump Sum Payment (Please complete Section 4.)

I.  Annuity Benefit. (Please complete and submit the attached “Settlement Option Election Form.”)

J.  Inherited Annuity — Beneficiary Continuation Option for NQ contracts. I am eligible and have completed and enclosed the NQ BCO election form.

K.  Successor Owner — Payout over 5 years. Please keep the contract in-force; I will take out all the cash value in the contract by the 5th anniversary of the deceased’s date of death. I understand that all amounts left in the contract will automatically be distributed to me on such date.

*Principal Protector was elected on this contract by the deceased. I elect to terminate this feature. I understand that if I do not make this election at this time, the feature will automatically continue on the contract along with all charges and benefits associated with it. I have read the prospectus and contract for details about this benefit.*

L.  Spousal Successor Owner — Please keep contract in-force; I understand that I do not have to take any distributions from the contract while the annuitant is alive. The contract will have to be paid out at the earliest of my death or the death of the annuitant.

Choices available to beneficiaries of BCO Contracts only:

M.  Lump Sum Payment. (This is the only option available if the deceased original beneficiary had elected a 5-year payout option under NQ BCO; please complete Section 4.)

N.  Continue contract — I am eligible and will **continue to take** distributions from the contract based on the **deceased original beneficiary’s remaining** life expectancy. (For both Inherited IRA and NQ BCO. No additional forms are required. You must name a new beneficiary.)

O.  Continue contract — I am eligible and will **begin to take** distributions from the contract at least annually based on my life expectancy (only available for **Inherited IRAs**, where the deceased was a sole spousal beneficiary with the option to defer taking distributions but died prior to the beginning date of the required distributions). No additional forms are required. You must name a new beneficiary.

P.  Continue 5-Year payment — I am eligible and will continue to take distributions from the contract until the 5-year payment period elected by the original Continuation Beneficiary is depleted. (This option is only available for **Inherited IRA** where the deceased original Continuation Beneficiary elected a 5-year payout. No additional forms are required. You must name a new beneficiary.)

*(Some states require filing of a tax waiver form before payment can be made.)*

**4. Mail Payment To***(Please complete only if you elected "Lump Sum Payment" method in Section 3.)*

- The address I provided in Section 1 of this form.
- The address indicated below:

Mailing Address

City	State	Zip
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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.

**5. State Fraud Warnings****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.

**Arizona and California:**

For your protection, Arizona and California 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.

**Arkansas, District of Columbia, Louisiana, Maryland, Texas and 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.

**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, 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.

**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.

**Florida:**

Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

**Kentucky:**

Any person who knowingly and with 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.

**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.



**5. State Fraud Warnings (continued)**

**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

**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 New York state residents).

**X**

Beneficiary's Signature

Date

for each such violation.

**Ohio and Oregon:**

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 may be guilty of insurance fraud.

**Pennsylvania:**

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 subjects such person to criminal and civil penalties.

**Puerto Rico:**

Any person who knowingly and with the intent 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.

**All Other States:**

Any person who knowingly and with 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 may be subject to penalties, fines and imprisonment.

## 6. Beneficiary Signature

Please check the appropriate state of residence, and read the State Fraud Warnings for your state in Section 5.

- |   |  |                                       |  |
|---|--|---------------------------------------|--|
| <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  |  |

Other (Please indicate state): \_\_\_\_\_

I have read and understand the appropriate fraud warning in Section 5 for this state.

**(New York State Residents: Do not sign here. Instead, please sign affidavit below New York State Fraud Warning in Section 5 of this form.** Each beneficiary must complete and sign a Claim to Annuity Benefits Form. Photocopies of forms are permitted; however, original signatures are required in this section and in section 2.)

**X**

Beneficiary's Signature

Date

*This form is furnished prior to determination by AXA Equitable Life Insurance Company 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 AXA Equitable's rights.*

## Mail To

Mail completed "Claim to Annuity Benefits" form to:

**Express Mail:**

AXA Equitable Life Insurance Company  
Accumulator® Processing Office  
500 Plaza Drive, 6th Floor  
Secaucus, NJ 07094

**Regular Mail:**

AXA Equitable Life Insurance Company  
Accumulator® Processing Office  
P.O. Box 1547  
Secaucus, NJ 07096-1547

For Assistance Call 800-789-7771.