



# Accumulator® Series Inherited Annuity Beneficiary Continuation Option (BCO) for NQ

## For Beneficiaries of Accumulator® Series Non-Qualified (NQ) Contracts

For Assistance Call (800) 789-7771

Before you complete this form, please read the “Things to Consider” section on page 2, and the “Terms and Conditions” on the last page. In this BCO Form, we use the term “contract” to include both individual annuity contracts, and certificates issued under a group contract. We also use the term “beneficiary” to include both an individual who is beneficiary on the owner/annuitant’s death, and an individual who is successor owner when an owner dies and the annuitant is alive. **BCO for NQ is not available under Accumulator® Express.**

When you elect to become a Continuation Beneficiary, you automatically become the annuitant with respect to your portion of the Annuity Account Value (AAV) of the deceased owner’s contract. We sometimes refer to this as your “*BCO interest*.” (Please note: we may be required to include the actuarial value of contract benefits in addition to the dollar amount credited). You will have the right to transfer amounts among the investment options available. As a Continuation Beneficiary, the law requires you to take annual minimum distributions from the contract. By paying income tax only upon receipt of distributions, you may ultimately stretch out the income tax impact on your benefits while your balance continues to be invested. You cannot make additional contributions to the contract. For income tax reasons contract ownership must continue to include the name of the deceased owner.

### Eligibility for NQ BCO

1. **BCO is only available if it is approved within the state where the contract was originally issued;** for more information, please contact our customer service representatives at 1-800-789-7771.
2. **BCO is only available at the death of the contract owner.** For NQ contracts where the owner and annuitant are different, BCO is not available if the annuitant dies before the owner; a death benefit is payable.
3. **All beneficiaries must be individuals.** If there are multiple beneficiaries, and any is non-natural, i.e., an estate, trust or a charity, the non-natural beneficiary cannot elect BCO and must take distribution of its portion of the death benefit or the AAV. However, the other individual beneficiaries can elect BCO for their respective shares of the AAV.
4. The minimum amount to elect BCO for any beneficiary is \$5,000. See “Principal Protector” under “Things to Consider” for an exception to the minimum amount.
5. Your election must be received **within 9 months** of the date of death. Beneficiaries who do not make a timely election will not be eligible for BCO.
6. **You will not be eligible to elect BCO if you make a death benefit or other contract settlement election that is inconsistent with BCO prior to submitting this form.** (Example: You will not be eligible for BCO if you previously elected Successor Owner/Annuitant or an annuity payout option when you submitted the official Claim to Annuity Benefits form and the Death Certificate.)
7. We must receive a separate BCO election form from each Continuation Beneficiary.

### Individuals Who May Elect BCO

- If the deceased owner was also the annuitant, the beneficiary named under the contract may elect BCO.
- If the deceased owner was not the same as the annuitant, and the annuitant is still alive, the Successor Owner named under the contract may elect BCO. If there is no named Successor Owner, the beneficiary will become the Successor Owner and may elect BCO. For purposes of this election form, the term “beneficiary” also refers to an eligible Successor Owner.
- If a contract is jointly owned, and one of the owners dies, the surviving owner takes precedence over all beneficiaries and may elect BCO.

### Multiple Beneficiaries

Where there are multiple beneficiaries, unless the deceased owner indicated otherwise to us in writing before his/her death, we will allocate the Annuity Account Value equally among all beneficiaries and will maintain separate shares for each beneficiary. Each beneficiary can elect a payout option independent of the other beneficiaries. If scheduled stretch-out payment elections are made by any of the beneficiaries, distributions will be calculated over the respective lives of the beneficiaries for their respective BCO interests.

## Here's How You Can Elect to Defer Settlement of the Contract Proceeds and Become a Continuation Beneficiary

- Check Option G or J (as applicable), “*Inherited Annuity — Beneficiary Continuation Option for NQ Contracts*” in Section 3 on your “*Accumulator® Series — Claim to Annuity Benefits*” form.
- Fill out the “*Accumulator® Series — Beneficiary Continuation Option Election*” form beginning on page 3 of this form and return it along with your “*Accumulator® Series — Claim to Annuity Benefits*” form to the address indicated on the attached form.

### Things to Consider

To determine which of the three BCO payout options is right for you, you should consider all the options that may be available to you at the owner's death. You will find a helpful list of choices in the “Knowing Your Accumulator Options” brochure or in the “*Things to Consider*” section of the “*Accumulator® Series — Claim to Annuity Benefits*” form.

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. You should also read the “*Terms and Conditions*” carefully to note what amounts are considered as part of your BCO interest and when withdrawal charges might apply to a BCO Option elected.

	Scheduled Stretch-out Withdrawal Option 1	Scheduled Stretch-out Withdrawal Option 2	Five Year Rule Distribution Option
<b>Scheduled Payments:</b>	Payments will be made once a year to you over your life expectancy determined on a term certain basis and in the year payments start. These payments must begin no later than one year after the date of the deceased contract owner's death.	Payments will be made once a year to you over your life expectancy determined on a term certain basis and in the year payments start. These payments must begin no later than one year after the date of the deceased contract owner's death.	You do not have to take withdrawals on any set schedule.
<b>Additional Withdrawals:</b>	You will not be able to request any partial withdrawals in addition to the scheduled stretch-out payments. However, you can surrender the contract at any time. For certain contracts, surrender charges may apply.	You may make partial withdrawals at any time subject to minimum withdrawal amounts. For certain contracts, withdrawal charges may apply to withdrawals or total surrender. See “withdrawal charges” in “ <i>Terms and Conditions.</i> ”	You may take withdrawals as desired (subject to contract minimums and withdrawal charges that may apply). The entire account value must be fully withdrawn by the fifth anniversary of the original contract owner's death.
<b>Principal Protector<sup>SM</sup>:</b>	You cannot continue this benefit if you are otherwise eligible.	You will be able to continue this benefit if you are eligible.	You will be able to continue this benefit if you are eligible.
<b>Tax Treatment:</b>	We will treat the scheduled payments as being annuity payments and eligible for “excludable amount” treatment.	We will treat all amounts paid from the contract as taxable on an “income first” basis.	We will treat these withdrawals as taxable on an “income first” basis.
<b>Excludable Amount Treatment:</b>	Generally, the amount the deceased owner paid for the NQ annuity contract is the cost “basis” in the contract. When scheduled payments begin, we will divide your share of the basis in the contract by your life expectancy. This is the amount of basis we will treat as excludable from income each year. If you receive more than that number in any year, only the excess will be includable in income. If you receive less, nothing will be included in income in that year.	<b>Not available for this withdrawal option.</b> Income in the contract is when the account value is greater than the basis due to investment performance and/or extra credits where applicable. If there is income in the contract when you get a scheduled payment or take an additional withdrawal, we will treat that payment as fully taxable to the extent of the income. Any amount received that is greater than the income on the contract reduces the basis.	<b>Not available for this withdrawal option.</b> Income in the contract is when the account value is greater than the basis due to investment performance and/or extra credits where applicable. If there is income in the contract when you take a withdrawal, we will treat that payment as fully taxable to the extent of the income. Any amount received that is greater than the income on the contract reduces the basis.

## Things to Consider (continued)

### **Principal Protector<sup>SM</sup>:**

Principal Protector<sup>SM</sup> provides for recovery of your portion of the total contributions made to the original NQ contract by the deceased owner through withdrawals even if your account value falls to zero, provided that your total withdrawals do not exceed your GWB Annual withdrawal amount in each contract year. This benefit is also known as the Guaranteed Withdrawal Benefit (GWB).

If the original NQ contract owner had elected Principal Protector<sup>SM</sup> and the GWB benefit base was greater than zero at the time of death, it will remain in effect on your BCO contract unless you drop the benefit in Section 5. If you do not drop it now, it cannot be dropped after your BCO election has been processed. Please consult your tax advisor to determine if this benefit will be of value to you.

If the Principal Protector<sup>SM</sup> benefit is suspended at the time of the original NQ contract owner's death because the GWB benefit base is zero, you may reinstate the benefit in *Section 5* with the one time step up described in item 3 under *Benefit Features* below. The charge that was last in effect for the benefit will also be reinstated. If you choose not to reinstate Principal Protector<sup>SM</sup> at the time of BCO election, it will terminate permanently for your contract. To determine if this situation applies to you, please call our customer service representatives at 800-789-7771.

**Eligibility:** Some beneficiaries are not eligible to continue the Principal Protector<sup>SM</sup> benefit and it will be automatically dropped if any of the following applies to you:

1. You were older than age 75 on the original NQ contract issue date.
2. You are the spouse of the deceased NQ contract owner. *(If you are the sole spousal beneficiary of the NQ contract, and your deceased spouse was both the owner and annuitant of the contract, you should consider electing the Successor Owner/Annuitant feature if you want to continue the Principal Protector<sup>SM</sup> benefit.)*
3. You elect Scheduled Stretch-out payments Withdrawal Option 1.
4. The ability to continue Principal Protector<sup>SM</sup> with BCO is not approved in the state where the contract was originally issued.

**Benefit Features:** *Please see the prospectus and contract for a complete description of this benefit.*

1. The GWB benefit base will be divided among all beneficiaries in proportion to each beneficiary's interest in the original NQ contract.
2. If the GWB benefit base is \$5,000 or greater for a beneficiary, that beneficiary may elect BCO and continue Principal Protector<sup>SM</sup> even if that beneficiary's AAV is less than the \$5,000 required to elect BCO.
3. If Principal Protector<sup>SM</sup> is continued the GWB benefit base is stepped up to the AAV if the AAV is higher. Thereafter, the step up provision no longer applies. See item #9 of the *Terms and Conditions* on page 4 for a description of the AAV.
4. If the original NQ contract owner died prior to the 5<sup>th</sup> contract anniversary and had not taken any withdrawals from the contract, your annual withdrawal amount will be reset from 5% to 7% or from 7% to 10% (as applicable) if withdrawals from your BCO contract do not begin prior to the 5<sup>th</sup> original contract anniversary.
5. For the scheduled stretch-out payments, distributions will be calculated using the greater of the AAV or the GWB benefit base as of December 31<sup>st</sup> of each year. If no additional withdrawals are made, scheduled stretch-out distributions calculated by us will not cause a GWB Excess withdrawal to occur. Generally, if there is any benefit base remaining when the AAV goes to zero, we will continue to make scheduled stretch-out payments until the benefit base is depleted. If you die prior to receiving all payments, we will make the remaining payments to your designated beneficiary unless your beneficiary elects to take any remaining account value in a lump sum, in which case, any remaining GWB benefit base will terminate without value.
6. For the "5-year rule" distribution option, the beneficiary can withdraw any amount from the Account Value; however, withdrawing more than the GWB Annual withdrawal amount will cause a GWB Excess withdrawal to occur. Generally, if there is any benefit base remaining when the AAV goes to zero, we will pay you the GWB Annual withdrawal amount each year until the benefit base equals zero or the contract terminates at the end of the fifth year after your BCO election, whichever comes first. If you die prior to the end of the fifth year, we will pay any remaining account value in a lump sum, in which case, any remaining GWB benefit base will terminate without value.
7. If you intend to continue Principal Protector<sup>SM</sup> with BCO, you should consult your tax advisor before you choose the "5-year rule" distribution method. The GWB benefit base may be adversely affected if you make any withdrawals that cause a GWB Excess withdrawal. Also, when the contract terminates at the end of five years, any remaining GWB benefit base will be lost.

## Terms and Conditions

1. A Continuation Beneficiary must meet all eligibility requirements stated on page 1.
2. NQ BCO is not available to non-natural beneficiaries.
3. **BCO is not available if the beneficiary has made a payout election for the death benefit that is inconsistent with BCO at the time an official death claim is submitted.**
4. A spousal beneficiary cannot elect Successor Owner/Annuitant if he or she elects to be a Continuation Beneficiary.
5. A Continuation Beneficiary cannot assign the contract.
6. For federal income tax reasons contract ownership must continue to include the deceased's name.
7. A Continuation Beneficiary has the right to transfer amounts among investment options available.
8. A Continuation Beneficiary cannot make contributions to the contract; A beneficiary's BCO interest is determined in accordance with the beneficiary's share of the Annuity Account Value (AAV).
9. For contracts (including jointly owned contracts) **where the deceased owner was also the annuitant**, as of the date we receive satisfactory proof of death, any required information and forms necessary to effect BCO, the AAV will be increased to the death benefit amount if the death benefit is greater than the AAV. Additionally, any amount payable under the Protection Plus benefit (if elected on the contract) will be applied to the new AAV. Thereafter, the GMDB, the Protection Plus<sup>SM</sup> benefit and Guaranteed Minimum Income Benefit (GMIB) provisions will no longer be in effect. All charges for these benefits will cease. No withdrawal charges will apply to any withdrawals by the beneficiary.
10. For contracts (including jointly owned contracts) **where the deceased owner was not the same as the annuitant**, the beneficiary (or surviving owner) replaces the existing annuitant. The AAV is not increased to the death benefit amount if the death benefit is greater and Protection Plus<sup>SM</sup> (if elected on the contract) is not applicable. Withdrawal charges may be applicable to withdrawals over the free corridor amount. See the item 15 for when withdrawal charges apply.
11. Any minimum death benefit provisions will no longer be available on the contract. With the exception of Principal Protector<sup>SM</sup>, all optional enhanced benefits previously elected by the deceased will no longer be in effect and charges for all such benefits will stop. At your death, the amount payable to any beneficiary you name will be any remaining BCO interest in the contract.
12. If the original NQ contract owner elected Principal Protector<sup>SM</sup> on the contract, a Continuation Beneficiary must meet eligibility requirements stated in *Principal Protector<sup>SM</sup> under Things to Consider* in order to continue the benefit with BCO. With the exception of contracts where the benefit base is zero and the Principal Protector<sup>SM</sup> benefit had been suspended at the time of the original NQ owner's death, **BCO will be processed with Principal Protector<sup>SM</sup> by default for all Continuation Beneficiaries who are eligible to continue the benefit unless an election is made to terminate it in Section 5.** The benefit, along with all charges will only terminate automatically for Continuation Beneficiaries who are not eligible to continue Principal Protector<sup>SM</sup>. If the Principal Protector<sup>SM</sup> benefit had been suspended, you must make an election in Section 5 to have it reinstated otherwise the benefit will be permanently terminated on your contract. Please see the prospectus for a detailed description of Principal Protector<sup>SM</sup>.
13. We have received a Private Letter Ruling from the IRS regarding certain tax consequences of scheduled stretch-out payments under BCO for NQ contracts. Among other things, the IRS rules that scheduled stretch-out payments (Option 1 and Option 2) satisfy the required distribution from the contract after an owner's death and will only be taxable to the beneficiary when amounts are actually paid, regardless of the withdrawal option selected by the beneficiary.  
**For Withdrawal Option 1 Only:** A beneficiary irrevocably electing scheduled stretch-out payment withdrawal Option 1 will receive "excludable amount" tax treatment on scheduled payments. See *"Things to Consider"* on page 2 for additional information.  
**For Withdrawal Option 2 Only:** The Ruling specifically does not address the taxation of any payments received by a beneficiary electing scheduled stretch-out withdrawal Option 2. There is no assurance that we will receive any further rulings addressing the tax consequences of payments under withdrawal Option 2.  
**Before electing the Beneficiary Continuation Option, you should discuss with your tax advisor the consequences of such an election.**
14. If you elect scheduled stretch-out payments withdrawal Option 1 (no additional withdrawals permitted) we will treat the scheduled payments as being annuity payments and eligible for "excludable amount" treatment. If you elect to surrender the contract before all scheduled payments are paid to you, the amount received on surrender is a non-annuity payment taxable to the extent it exceeds any remaining investment in the contract.  
If you elect scheduled stretch-out payments withdrawal Option 2 (additional withdrawals permitted) or the 5-year rule distribution option, we will treat all amounts paid from the contract as taxable on an "income first" basis. Payments must begin no later than one year after the date of the deceased contract owner's death. For withdrawal Option 2, if Principal Protector<sup>SM</sup> is continued, we will calculate these payments using the greater of the AAV or the GWB benefit base as of December 31<sup>st</sup> of each year. See *"Things to Consider"* on page 2 of this form for further details.
15. Withdrawal charges do not apply to scheduled stretch-out payments withdrawal Option 1. For scheduled stretch-out payments withdrawal Option 2 and the 5-year rule distribution option, withdrawal charges may apply if the deceased contract owner was not the same as the annuitant. We do not impose withdrawal charges on scheduled stretch-out payments except if when added to any withdrawals previously taken in the same contract year the total amount of withdrawals and scheduled payments exceed the free corridor amount. Contact our customer service representatives at 1-800-789-7771 for more information and for the withdrawal charge schedule and the free corridor amount applicable under your contract.
16. If the Principal Protector<sup>SM</sup> benefit continues and you either elect the 5-year rule distribution option or you make withdrawals in addition to the scheduled stretch-out payments (for Withdrawal Option 2), withdrawing more than the GWB Annual withdrawal amount will cause a GWB Excess withdrawal to occur. See *Principal Protector<sup>SM</sup> under Things to Consider* for further details.
17. Use the *Financial Service Request Form* to request distributions from this contract. Lump sum withdrawals from the contract that are in excess of the scheduled stretch-out payments must be at least \$300.
18. You may surrender your contract at any time (see item 15 above for when withdrawal charges may be applicable). This will end your status as a Continuation Beneficiary. If the Principal Protector<sup>SM</sup> benefit continued at BCO election, any benefit base remaining will terminate without value.
19. Your BCO election and the continuation of Principal Protector<sup>SM</sup> will not be processed if they are not approved within the state in which the contract was originally issued. For more information, contact our customer service representatives at 1-800-789-7771.
20. Upon your death, any beneficiary you name to receive the remaining amount of your *BCO interest* will receive a lump sum payment. If you elected one of the two scheduled stretch-out payment withdrawal options, your beneficiary may elect to continue the payment method you elected over the remaining term of your life expectancy. If you had elected scheduled stretch-out payment withdrawal Option 1, and there is any unrecovered basis in the contract, payments to your beneficiary will continue to have the full benefit of the "excludable amount." If you elected the five-year method, payments will be made in a lump sum to your beneficiary. Please note that any election to continue your payment pattern will be subject to our administrative rules relating to minimum account value and documentation we require for BCO at the time of your death. If no beneficiary is designated, all remaining amounts will be paid out to your estate. See *Principal Protector<sup>SM</sup> under Things to Consider* for the rules pertaining to payments made to your designated beneficiary if the Principal Protector<sup>SM</sup> benefit continued at BCO election.

# Accumulator<sup>®</sup> Series Inherited Annuity Beneficiary Continuation Option (BCO) for NQ Election Form

*For Non Qualified (NQ) Contracts*

**Beneficiary:** Please read "Things to Consider" and "Terms and Conditions" before completing this form. You must meet all eligibility requirements stated on page 1 of this form. *BCO is only available if it is approved within the state where the contract was originally issued.* Each beneficiary who elects BCO must complete and sign an election form and return it to the Accumulator<sup>®</sup> Processing Office no later than **9 months** from the date of death. Photocopies of form are permitted; original signature is required in Section 8. For Assistance Call (800) 789-7771.

## 1. Contract Information

Accumulator<sup>®</sup> Series Contract # \_\_\_\_\_

Deceased's Name      First      Middle Initial      Last

Date of Death (month/day/year) \_\_\_\_\_

## 2. Information About You

Are you the only beneficiary?       Yes       No       Don't know

Type of beneficiary?       Minor\*       Spousal beneficiary       Non-Spousal beneficiary

\* (Guardians of Minors must complete Section 3.)

Mr.       Mrs.       Miss       Ms.       Other \_\_\_\_\_       Male       Female

Beneficiary's Name:      First      Middle Initial      Last

-   -      
Social Security Number (Required)

Date of Birth (month/day/year) \_\_\_\_\_ Best Time to Call/Telephone Number \_\_\_\_\_

Beneficiary's Street Address \_\_\_\_\_

City      State      Zip

## 3. Information If Minor Is Beneficiary

Name of Minor's Guardian \_\_\_\_\_

Address of Guardian \_\_\_\_\_

City      State      Zip

**Guardians:** Please provide appropriate documentation under the law of the state where the minor beneficiary resides showing that you are authorized to act on the minor beneficiary's behalf. Please consult your legal advisor.

## 4. Beneficiary Continuation Options

*(You must select only one payment option from the three choices below; the distribution option you elect is irrevocable and may not be changed subsequently. Other payout options may be available. See the "Claim to Annuity Benefits form" for these options.)*

**A. 5-year rule distribution option:** Entire amount under the contract is paid out no later than the fifth anniversary of the death of the original contract owner.

- I understand that I can withdraw any amount (minimum of \$300) from my BCO interest at any time by completing a *Financial Service Request form* (withdrawal charges may apply for certain contracts). Additionally, any amounts remaining in my BCO interest will be automatically distributed to me in a lump sum as of the fifth anniversary of the deceased contract owner's death. I understand that distributions under this option are not eligible for "excludable amount" treatment.

#### 4. Beneficiary Continuation Options (continued)

(If you would like to set up systematic withdrawals, see your Financial Professional for the appropriate form.)

##### B. Scheduled Stretch-out payments of BCO interest over life expectancy. (See "Things to Consider" on page 2 for further details.)

1.  **Option 1 — No Additional Withdrawals Permitted.** I understand that AXA Equitable will calculate my scheduled stretch-out payments and automatically distribute them to me annually. I elect not to make any other withdrawals in addition to the scheduled stretch-out payments. I understand that AXA Equitable will treat all my scheduled payments as eligible for "excludable amount" treatment. I understand that I may surrender the contract at any time (surrender charges may apply for certain contracts. *This option is not available if Principal Protector<sup>SM</sup> continues on this contract.*)

Start date: Payments to begin on \_\_\_\_\_ (date cannot be later than one year after the deceased contract owner's date of death).  
Month / Day / Year

2.  **Option 2 — Additional Withdrawals Permitted.** I understand that AXA Equitable will calculate my scheduled stretch-out payments and automatically distribute them to me annually. I may request withdrawals (minimum of \$300) in addition to the scheduled stretch-out payments and withdrawal charges may apply for certain contracts. I understand that AXA Equitable will treat all my payments from the contract (scheduled payments and any additional withdrawals) as taxable on an income first basis and not eligible for "excludable amount" treatment. I understand that I may surrender the contract at any time (surrender charges may apply for certain contracts).

Start date: Payments to begin on \_\_\_\_\_ (date cannot be later than one year after the deceased contract owner's date of death).  
Month / Day / Year

Unless you specify otherwise on the line below, all withdrawals, including BCO payments, will be taken from your account value on a pro rata basis from the variable investment options, and if applicable, from the Guaranteed Interest Option (GIO). If there is insufficient value in the variable investment options and the GIO, any additional amounts required will be withdrawn from the fixed maturity options (FMOs) in order of the earliest maturity date first. FMOs are not available on all contracts, please refer to your prospectus for further details.

Withdrawal Instructions: \_\_\_\_\_

#### 5. Principal Protector<sup>SM</sup> (GWB)

Election to either reinstate or terminate the Principal Protector<sup>SM</sup> benefit.

You may continue the Principal Protector<sup>SM</sup> benefit with your BCO contract only if the deceased original NQ contract owner elected the benefit. Please consult your tax advisor to determine if this benefit is useful to you. You must meet eligibility requirements to continue Principal Protector<sup>SM</sup> with BCO. Please see *Principal Protector<sup>SM</sup>* under *Things to Consider* on page 3 for further details. See the prospectus for a complete description of the Principal Protector<sup>SM</sup> benefit.

##### A. Election to Reinstatement Principal Protector<sup>SM</sup>.

If the Principal Protector<sup>SM</sup> benefit is currently suspended because the GWB benefit base is zero, you can reinstate the benefit now by checking the box below. The benefit base will be stepped up to the AAV. The charge that was last in effect for the benefit will also be reinstated. If you choose not to reinstate the benefit now, it will terminate permanently for your contract. To determine if this situation applies to you, please call our customer service representatives at 800-789-7771.

Please reinstate the Principal Protector<sup>SM</sup> benefit on my BCO contract. I have read the prospectus.

##### B. Election to Terminate Principal Protector<sup>SM</sup>.

If Principal Protector<sup>SM</sup> was elected on the contract and this box is **not** checked, Principal Protector<sup>SM</sup> will remain in effect on your BCO contract.

Please discontinue the Principal Protector<sup>SM</sup> benefit on my BCO contract.

#### 6. Name of the Beneficiary(ies) for Your BCO Interest

If you die before the entire amount of your BCO interest (i.e., your portion of the Annuity Account Value of the deceased owner's contract) is distributed to you, we will pay any remaining amount to your estate unless you name a beneficiary for any remaining BCO interest at your death. If you name a beneficiary, we will make payments to that beneficiary. The BCO interest at that time will be the total Annuity Account Value as of the date we receive satisfactory proof of your death and all required documentation. If you name more than one beneficiary, we will divide any remaining BCO interest equally among beneficiaries unless you tell us otherwise. Include full names, Social Security Numbers (if available) and relationships to you. If you elected the 5-year rule distribution option, we will make a lump sum payment of any remaining BCO interest. If you elected one of the two stretch-out options, your beneficiaries can elect to continue the payment method over the remaining term of your life expectancy. Otherwise we will pay any remaining BCO interest in a lump sum.

Primary Beneficiary	Relationship
Social Security Number	Date of Birth
Contingent Beneficiary (if any)	Relationship
Social Security Number	Date of Birth

## 7. Selection of Investment Options and Allocation Percentages

Please note the following:

- *Withdrawals from the Fixed Maturity Options (FMOs) before the maturity date may result in either a negative or positive market value adjustment. Due to the required distributions that must be taken from this contract, we strongly suggest that you do not invest in the FMOs **unless** your funds allocated to the variable investment options are sufficient to cover the required distributions before the maturity of the FMO of your choice.*
- *FMOs are not available on all contracts, please refer to your prospectus for further details.*
- *Transfers to and from the Guaranteed Interest Option may be subject to restrictions. Please see your prospectus for more information.*

Fill in allocation percentages in whole numbers (no fractions or decimals). The total of the GIO, FMOs and Variable Investment Options must equal 100%. ***If you leave this section blank, your portion of the Annuity Account Value will be allocated among the investment options in accordance with the allocation instructions the deceased owner had on file with AXA Equitable prior to his/her death.***

### GUARANTEED INTEREST OPTION\* (N/A Pre-Series 02)

\* This option is subject to product availability. Please see your contract for availability and restrictions that may apply.

\_\_\_\_\_ % GIO

### FIXED MATURITY OPTIONS\*

\* Fixed Maturity Options may not be available in your state, or under your contract. Depending on your contract, FMOs may either mature on the same day elected, in the maturity period elected, or they may mature on the February 15th of the maturity period elected.

\_\_\_\_\_ % 1-year FMO  
\_\_\_\_\_ % 2-year FMO  
\_\_\_\_\_ % 3-year FMO  
\_\_\_\_\_ % 4-year FMO  
\_\_\_\_\_ % 5-year FMO

\_\_\_\_\_ % 6-year FMO  
\_\_\_\_\_ % 7-year FMO  
\_\_\_\_\_ % 8-year FMO  
\_\_\_\_\_ % 9-year FMO  
\_\_\_\_\_ % 10-year FMO

Please visit [www.axaonline.com](http://www.axaonline.com) or call 1-800-789-7771 if you have any questions.

### ASSET ALLOCATION FUNDS

\_\_\_\_\_ % AXA Aggressive Allocation  
\_\_\_\_\_ % AXA Conservative Allocation  
\_\_\_\_\_ % AXA Conservative-Plus Allocation  
\_\_\_\_\_ % AXA Moderate Allocation  
\_\_\_\_\_ % AXA Moderate-Plus Allocation  
\_\_\_\_\_ % EQ/Franklin Templeton Allocation

### VARIABLE INVESTMENT OPTIONS

\_\_\_\_\_ % EQ/AllianceBernstein International  
\_\_\_\_\_ % EQ/AllianceBernstein Small Cap Growth  
\_\_\_\_\_ % EQ/AXA Franklin Small Cap Value Core  
\_\_\_\_\_ % EQ/BlackRock Basic Value Equity  
\_\_\_\_\_ % EQ/BlackRock International Value  
\_\_\_\_\_ % EQ/Boston Advisors Equity Income  
\_\_\_\_\_ % EQ/Calvert Socially Responsible  
\_\_\_\_\_ % EQ/Capital Guardian Growth  
\_\_\_\_\_ % EQ/Capital Guardian Research  
\_\_\_\_\_ % EQ/Common Stock Index  
\_\_\_\_\_ % EQ/Core Bond Index  
\_\_\_\_\_ % EQ/Davis New York Venture  
\_\_\_\_\_ % EQ/Equity 500 Index  
\_\_\_\_\_ % EQ/Equity Growth PLUS  
\_\_\_\_\_ % EQ/Evergreen Omega  
\_\_\_\_\_ % EQ/Franklin Core Balanced  
\_\_\_\_\_ % EQ/GAMCO Mergers and Acquisitions  
\_\_\_\_\_ % EQ/GAMCO Small Company Value  
\_\_\_\_\_ % EQ/Global Bond PLUS  
\_\_\_\_\_ % EQ/Global Multi-Sector Equity  
\_\_\_\_\_ % EQ/Intermediate Government Bond Index  
\_\_\_\_\_ % EQ/International Core PLUS  
\_\_\_\_\_ % EQ/International Growth  
\_\_\_\_\_ % EQ/JPMorgan Value Opportunities  
\_\_\_\_\_ % EQ/Large Cap Core PLUS  
\_\_\_\_\_ % EQ/Large Cap Growth Index  
\_\_\_\_\_ % EQ/Large Cap Growth PLUS

\_\_\_\_\_ % EQ/Large Cap Value Index  
\_\_\_\_\_ % EQ/Large Cap Value PLUS  
\_\_\_\_\_ % EQ/Lord Abbett Growth and Income  
\_\_\_\_\_ % EQ/Lord Abbett Large Cap Core  
\_\_\_\_\_ % EQ/Mid Cap Index  
\_\_\_\_\_ % EQ/Mid Cap Value PLUS  
\_\_\_\_\_ % EQ/Money Market  
\_\_\_\_\_ % EQ/Montag & Caldwell Growth  
\_\_\_\_\_ % EQ/Mutual Large Cap Equity  
\_\_\_\_\_ % EQ/Oppenheimer Global  
\_\_\_\_\_ % EQ/PIMCO Ultra Short Bond  
\_\_\_\_\_ % EQ/Quality Bond PLUS  
\_\_\_\_\_ % EQ/Small Company Index  
\_\_\_\_\_ % EQ/T. Rowe Price Growth Stock  
\_\_\_\_\_ % EQ/Templeton Global Equity  
\_\_\_\_\_ % EQ/UBS Growth and Income  
\_\_\_\_\_ % EQ/Van Kampen Comstock  
\_\_\_\_\_ % EQ/Van Kampen Mid Cap Growth  
\_\_\_\_\_ % Multimanager Aggressive Equity  
\_\_\_\_\_ % Multimanager Core Bond  
\_\_\_\_\_ % Multimanager Health Care  
\_\_\_\_\_ % Multimanager International Equity  
\_\_\_\_\_ % Multimanager Large Cap Core Equity  
\_\_\_\_\_ % Multimanager Large Cap Growth  
\_\_\_\_\_ % Multimanager Large Cap Value  
\_\_\_\_\_ % Multimanager Mid Cap Growth  
\_\_\_\_\_ % Multimanager Mid Cap Value  
\_\_\_\_\_ % Multimanager Multi-Sector Bond  
\_\_\_\_\_ % Multimanager Small Cap Growth  
\_\_\_\_\_ % Multimanager Small Cap Value  
\_\_\_\_\_ % Multimanager Technology  
\_\_\_\_\_ % **Total of GIO, FMOs and VIO (must equal 100%)**

## 8. 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.

### **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.

### **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

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

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 New York state residents).

**X**

\_\_\_\_\_  
Your Signature

\_\_\_\_\_  
Date

**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.

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

- |   |                                    |  |  |
|---|------------------------------------|--|--|
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Florida   | <input type="checkbox"/> Minnesota     | <input type="checkbox"/> Oregon        |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Idaho     | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Pennsylvania  |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> Indiana   | <input type="checkbox"/> New Jersey    | <input type="checkbox"/> Puerto Rico   |
| <input type="checkbox"/> California           | <input type="checkbox"/> Kentucky  | <input type="checkbox"/> New Mexico    | <input type="checkbox"/> Tennessee     |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> Louisiana | <input type="checkbox"/> New York      | <input type="checkbox"/> Texas         |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> Maine     | <input type="checkbox"/> Ohio          | <input type="checkbox"/> Virginia      |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Maryland  | <input type="checkbox"/> Oklahoma      | <input type="checkbox"/> Washington    |
|   |                                    |  | <input type="checkbox"/> West Virginia |
- Other (Please indicate state): \_\_\_\_\_

I have read and understand the appropriate fraud warning in Section 8 for this state.

**(New York State Residents: Do not sign here. Instead, please sign affidavit below New York State Fraud Warning in Section 8 of this form.)**

By electing BCO in the *Accumulator® Series Claim to Annuity Benefits* form, and by signing this *Beneficiary Continuation Option Election* form, I authorize AXA Equitable Life Insurance Company to distribute my portion of the Annuity Account Value of the deceased owner's certificate/contract according to my election in Section 4. I have read and understand the *Things to Consider* on page 2 and the *Terms and Conditions* on page 4 of this form.

**X** \_\_\_\_\_  
Your Signature - REQUIRED FOR ALL STATES Date

**X** \_\_\_\_\_ as guardian of \_\_\_\_\_  
Guardian's Signature Minor Beneficiary's Name 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 "Beneficiary Continuation Option Election" form along with your "Claim to Annuity Benefits" form to:

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

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