EQUITABLE

Enclosed in this package

An important notice and information affecting your **annuity contract.**
Please read it carefully.

SAMPLE

1 Notice of Transfer
2 Response form and preaddressed postage paid return envelope
3 Financial Strength Ratings for Equitable Financial and Equitable America
4 Equitable Financial Annual Statement Balance Sheets for **First Quarter 2024 and Year-end 2022 and 2023**
5 Equitable America Annual Statement Balance Sheets for **First Quarter 2024 and Year-end 2022 and 2023**
6 Exchange Offer Supplement
7 Prospectus document

Your financial professional is not changing and will be receiving a copy of this Notice of Transfer.

If you have questions about the contents of this package, please call our customer service center at (855) 433-4015, visit www.equitable.com/novation or contact your financial professional.

Equitable is the brand name of Equitable Holdings, Inc. and its family of companies, including Equitable Financial Life Insurance Company (Equitable Financial) (NY, NY) and Equitable Financial Life Insurance Company of America (Equitable America), an Arizona stock company with an administrative office in Charlotte, NC, and Equitable Distributors, LLC.

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[Owner Name]
[Owner Address]

[XX/XX/20XX]

EQUI-VEST

Contract No. [XXXXXXXXX]

NOTICE OF TRANSFER

IMPORTANT: THIS NOTICE AFFECTS YOUR CONTRACT RIGHTS. PLEASE READ IT CAREFULLY.

Dear [Name of Contract Owner]:

We are writing to let you know that an agreement has been reached between two of Equitable Holdings' subsidiaries, Equitable Financial Life Insurance Company ("Equitable Financial") and Equitable Financial Life Insurance Company of America ("Equitable America") to transfer your EQUI-VEST annuity contract, [Contract Number] (the "Contract") from Equitable Financial to Equitable America. Equitable America is the flagship company of Equitable Holdings, Inc. and currently issues most of Equitable Holdings' new life insurance policies and annuity contracts.

Under this agreement, Equitable America will replace Equitable Financial as your Contract's insurer and will assume all of the rights, obligations and liabilities of Equitable Financial under the express terms of your Contract. **<u>There will be no changes to your contractual terms as a result of this transfer, and all features and benefits applicable to your Contract will operate as before, as stated in your Contract</u>**. The Commissioner of Insurance in your state has reviewed and approved any filings required in your state related to this transfer. We anticipate the transfer will be effective in the [First/Second/Third/Fourth] quarter of 202[X], and will let you know the exact date in an upcoming communication once it has been finalized.

Below you'll find additional information about Equitable America, the reasons for this agreement, your rights with respect to the transfer, the effect of the transfer, and financial information regarding both Equitable Financial and Equitable America.

Overview of Equitable America

Equitable America is a wholly owned indirect subsidiary of Equitable Holdings, Inc. (NYSE: EQH), one of America's leading financial services companies. Through its subsidiaries, Equitable Holdings, Inc. provides advice and solutions for helping Americans set and meet their retirement goals and protect and transfer their wealth across generations.

The primary business of Equitable America, which was established in the state of Arizona in 1969, is to provide annuities, life insurance and employee benefit products to individuals and small and medium-sized businesses. Equitable America is the flagship company of Equitable Holdings, Inc. and issues most of its new business and is licensed to issue annuities such as your Contract in your state.

As a core operating unit of Equitable Holdings, Inc., Equitable America benefits from the company's financial strength, evidenced, in part, by its robust balance sheet, strong capitalization and liquidity, sophisticated risk management

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framework, unique business model, and track record of execution. As part of the Equitable family, servicing and administration of your Contract will continue to be provided uninterrupted by the Equitable Service Centers once the transfer is complete. There will be no changes to your online, phone or mail access to view, manage and request transactions related to your Contract.

Equitable America maintains strong financial strength ratings which rank among the highest levels across top rating agencies. In addition, regulators ensure the company is adequately reserved to fulfill its obligations and help individuals secure their financial well-being. Equitable Holdings, Inc. is committed to ensuring that Equitable America and its other operating entities are well-capitalized at or above its minimum capitalization targets.

If you'd like additional information about Equitable Financial or Equitable America, you'll find the following enclosed with this notice: (1) financial strength ratings from nationally recognized insurance rating services[1], and (2) the annual statement balance sheet as of the date of the most recent quarterly financial statement and year end for previous periods as available.[2] If you request it, a copy of the Management's Discussion and Analysis which was filed as a supplement to the previous year's annual statement will be sent to you at no additional expense to you. You may obtain additional information concerning Equitable America by contacting your state insurance department.

Why we are transferring these Contracts

This transfer agreement is a part of a corporate initiative by Equitable Holdings, Inc., to restructure its underlying operating entities to be consistent with our peers in the life insurance industry.

Specifically, the restructuring initiative seeks to ensure that contracts issued to contract owners outside of the state of New York will be managed by entities also domiciled outside of the state of New York, and contracts issued to contract owners within the state of New York will be managed by entities domiciled within the state of New York. This structure is commonly used by other life insurance companies, and allows us to improve the financial flexibility of Equitable Holdings' operations and increases our ability to provide new product innovations to clients like you.

You have a choice

You may accept or reject the transfer of your contract to Equitable America.

To accept the transfer, you do not need to do anything or respond to this Notice. However, if you would like, you may also choose to indicate your acceptance on the enclosed Response Form, sign it, and return it to Equitable Financial in the included postage paid pre-addressed return envelope. If you accept the transfer, at the time of the transfer you will receive a Certificate of Assumption to be attached to your contract, which will make Equitable America your contract's insurer.

To reject the transfer, you ***must*** indicate your rejection on the enclosed Response Form, sign it, and return it to Equitable Financial in the included postage paid pre-addressed return envelope, to be received by Equitable Financial on or before [XX/XX/20XX].

If you have not responded to this Notice by [Data Element 4], you will be provided with another notice of the transfer. If Equitable Financial does not receive a Response Form from you on or before [XX/XX/20XX], you will be deemed to have

[1] Ratings for the last five years are included for Equitable Financial and for Equitable America from three rating agencies.

[2] Includes annual statement balance sheet as of December 31 of the previous two years.

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accepted the transfer, which means you will have legally consented to the transfer. In that case, you will receive a Certificate of Assumption to be attached to your contract to make Equitable America your contract's insurer.

If your contract has more than one owner, (1) to accept the offer, all owners must show acceptance as described above, by either not responding to this Notice or by signing and returning the enclosed Response Form or (2) to reject the offer, at least one owner needs to sign and return the enclosed Response Form.

What happens if you accept or do nothing

If you accept this transfer offer or do not reject it as set forth above, Equitable America will be your contract's insurer as of the effective date of the transfer. Equitable America will be directly responsible to you for all contract obligations and liabilities according to its terms. Equitable Financial will no longer have any obligations to you under your contract. **As previously stated, there will be no changes to your contractual terms as a result of this transfer, and all features and benefits applicable to your contract will operate as before, as stated in your contract.**

What happens if you reject

If you reject this transfer offer as set forth above, Equitable Financial will remain as your contract's insurer and will retain all of the rights, obligations, and liabilities under the express terms of your contract.

If you have any questions about the transfer offer, your contract, or about Equitable America, please call our customer service center at 1-855-433-4015 or visit www.equitable.com/novation. Written inquiries may be mailed to:

Equitable Financial Life Insurance Company
EQUI-VEST Processing Office
8501 IBM Drive, Suite 150-GR
Charlotte, NC 28262-4333

EQUITABLE FINANCIAL LIFE INSURANCE COMPANY

By: Nick Lane

Name: Nick Lane

Title: President of Equitable

Equitable is the brand name of the retirement and protection subsidiaries of Equitable Holdings, Inc., including Equitable Financial Life Insurance Company (Equitable Financial) (NY, NY), Equitable Financial Life Insurance Company of America (Equitable America), an AZ stock company with an administrative office located in Charlotte, NC, and Equitable Distributors, LLC.

INFORMATION SUMMARY

I. Equitable Financial Life Insurance Company of America ("Equitable America")

Equitable America is a life insurance company domiciled in the State of Arizona. Equitable America has been assigned the following insurer financial strength rating by three rating agencies that are each accredited as a Nationally Recognized Statistical Rating Organization ("NRSRO") by the U.S. Securities and Exchange Commission ("SEC"):

Standard & Poor's	**A.M. Best**	**Moody's**
(as of February 5, 2024)	(as of February 23, 2024)	(as of May 11, 2023)
A+ ("Strong")	A ("Excellent")	A1 ("Good")

Equitable America is a wholly owned indirect subsidiary of Equitable Holdings, Inc. (NYSE: EQH), one of America's leading financial services companies. The primary business of Equitable America, which was established in the state of Arizona in 1969, is to provide annuities, life insurance and employee benefit products to individuals and small and medium-sized businesses. Equitable America is the flagship company of Equitable Holdings, Inc. and issues most of its new business.

II. Equitable Financial Life Insurance Company ("Equitable Financial")

Equitable Financial is a life insurance company domiciled in the State of New York. Equitable Financial has been assigned the following insurer financial strength ratings by three rating agencies that are each accredited as NRSROs by the SEC:

Standard & Poor's	**A.M. Best**	**Moody's**
(as of February 5, 2024)	(as of February 23, 2024)	(as of May 11, 2023)
A+ ("Strong")	A ("Excellent")	A1 ("Good")

Equitable Financial is a New York stock life insurance corporation doing business since 1859 with its home office located in New York, NY. It is an indirect wholly owned subsidiary of Equitable Holdings, Inc. Equitable Financial offers a variety of traditional, variable and interest-sensitive life insurance products, variable and fixed-interest annuity and employee benefit products principally to individuals and small and medium-size businesses. It also administers traditional participating group annuity contracts, generally for corporate qualified pension plans, and association plans that provide full-service retirement programs for individuals affiliated with professional and trade associations. Equitable Financial's products are distributed by Equitable Advisors, LLC (member FINRA, SIPC) (Equitable Financial Advisors in MI and TN) and Equitable Network, LLC (Equitable Network Insurance Agency of California, LLC; Equitable Network Insurance Agency of Utah, LLC; Equitable Network of Puerto Rico, Inc.). In addition, Equitable Distributors, LLC distributes Equitable Financial's products on a wholesale basis through national and regional securities firms, independent financial planning and other broker-dealers, banks, and brokerage general agencies. Association and corporate pension plans are marketed directly to clients by Equitable Financial.

Disclosures:

"As of" date indicates the last public statement by the rating agency. Ratings are subject to change.

A.M. Best: A.M. Best's Financial Strength Rating is an opinion of an insurer's ability to meet its obligations to policyholders. A.M. Best ratings range from D (Poor) to A++ (Superior). A plus (+) or minus (-) following the rating shows relative standing within the major rating categories. The "A" rating for Equitable represents the third highest among thirteen rating levels.

Moody's: Moody's Insurance Financial Strength Ratings are opinions of the ability of insurance companies to repay punctually senior policyholder claims and obligations. Moody's ratings range from Aaa to C. Moody's applies numerical modifiers 1,2, & 3 in each rating classification from Aa to Caa. The modifier 1 indicates that the obligation ranks in the higher end of its rating category; the modifier 2 indicates a mid-range ranking and a modifier 3 indicates a ranking in the lower end of that rating category. The "A1" rating for Equitable represents the fifth highest among twenty–one rating levels. The "A1" rating for Equitable America represents the fifth highest among twenty-one rating levels.

Standard & Poor's: A Standard & Poor's Insurer Financial Strength Rating is a current opinion of the financial security characteristics of an insurance organization with respect to its ability to pay under its insurance policies and contracts in accordance with their terms. Standard & Poor's ratings range from AAA to R. A plus (+) or minus (-) following the rating shows relative standing within the major rating categories. The "A+" rating for Equitable represents the fifth highest among twenty rating levels.

GE-6022362.1(10/23)(exp.10/25)

Mail To:
Equitable
EQUI-VEST Processing Office
PO Box 1430
Charlotte NC 28201-1430

For Assistance Call (855) 433-4015
www.equitable.com/novation

Equitable Financial Life Insurance Company,
domiciled in New York

CONTRACT ASSUMPTION/TRANSFER RESPONSE FORM

To: Equitable Financial Life Insurance Company

Re: EQUI-VEST Contract Number [XXXXXXXXX]

☐ **Yes, I accept** the transfer of my annuity contract referenced above from Equitable Financial Life Insurance Company to Equitable Financial Life Insurance Company of America.

☐ **No, I reject** the proposed transfer of my annuity contract referenced above from Equitable Financial Life Insurance Company to Equitable Financial Life Insurance Company of America.

CONTRACT OWNER'S SIGNATURE DATE

[Printed Client Name]

CONTRACT OWNER'S PRINTED NAME

[FOR INTERNAL USE ONLY: ROLEIDENTIFIER APERKEY MAILINGDATE MAILINGNUMBER 0000]

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Financial Strength Ratings

Equitable Financial Life Insurance Company ("Equitable Financial")

Equitable Financial	Current	2023	2022	2021	2020	2019
A.M. Best	(as of February 23, 2024) A ("Excellent")	A	A	A	A	A
Standard & Poor's	(as of February 05, 2024) A+ ("Strong")	A+	A+	A+	A+	A+
Moody's	(as of December 14, 2023) A1 ("Good")	A1	A1	A2	A2	A2

Equitable Financial Life Insurance Company of America ("Equitable America")

Equitable America	Current	2023	2022	2021	2020	2019
A.M. Best	(as of February 23, 2024) A ("Excellent")	A	A	A	A	A
Standard & Poor's	(as of February 05, 2024) A+ ("Strong")	A+	A+	A+	A+	A+
Moody's	(as of December 14, 2023) A1 ("Good")	A1	A1	A2	A2	A2]

Ratings are subject to change.

A.M. Best: A.M. Best's Financial Strength Rating is an opinion of an insurer's ability to meet its obligations to policyholders. A.M. Best ratings range from D (Poor) to A++ (Superior). A plus (+) or minus (-) following the rating shows relative standing within the major rating categories. The "A" rating for Equitable Financial and Equitable America represents the third highest among thirteen rating levels.

Moody's: Moody's Insurance Financial Strength Ratings are opinions of the ability of insurance companies to repay punctually senior policyholder claims and obligations. Moody's ratings range from Aaa to C. Moody's applies numerical modifiers 1,2, & 3 in each rating classification from Aa to Caa. The modifier 1 indicates that the obligation ranks in the higher end of its rating category; the modifier 2 indicates a mid-range ranking and a modifier 3 indicates a ranking in the lower end of that rating category. The "A1" rating for Equitable Financial and Equitable America represents the fifth highest among twenty-one rating levels.

Standard & Poor's: A Standard & Poor's Insurer Financial Strength Rating is a current opinion of the financial security characteristics of an insurance organization with respect to its ability to pay under its insurance policies and contracts in accordance with their terms. Standard & Poor's ratings range from AAA to R. A plus (+) or minus (-) following the rating shows relative standing within the major rating categories. The "A+" rating for Equitable Financial and Equitable America represents the fifth highest among twenty rating levels.

Equitable is the brand name of the retirement and protection subsidiaries of Equitable Holdings, Inc., including Equitable Financial Life Insurance Company (NY, NY), Equitable America, an AZ stock company with an administrative office located in Charlotte, NC, and Equitable Distributors, LLC. GE-6303322.1(02/24)(exp.02/26)

ASSETS

	Current Statement Date 1 Assets	2 Nonadmitted Assets	3 Net Admitted Assets (Cols. 1 - 2)	4 December 31 Prior Year Net Admitted Assets
1. Bonds	36,003,654,484	0	36,003,654,484	36,520,158,935
2. Stocks:				
2.1 Preferred stocks	376,980,882	0	376,980,882	385,895,481
2.2 Common stocks	338,538,245	0	338,538,245	358,744,637
3. Mortgage loans on real estate:				
3.1 First liens	11,972,577,483	0	11,972,577,483	11,927,720,214
3.2 Other than first liens	223,553,822	0	223,553,822	223,573,930
4. Real estate:				
4.1 Properties occupied by the company (less $ 0 encumbrances)	0	0	0	0
4.2 Properties held for the production of income (less $ 0 encumbrances)	0	0	0	0
4.3 Properties held for sale (less $ 0 encumbrances)	0	0	0	0
5. Cash ($ 497,808,757), cash equivalents ($ 1,726,698,198) and short-term investments ($ 401,011,179)	2,625,518,134	0	2,625,518,134	1,978,318,149
6. Contract loans (including $ 0 premium notes)	3,638,166,658	5,636,386	3,632,530,272	3,606,966,270
7. Derivatives	282,586,160	0	282,586,160	314,378,565
8. Other invested assets	3,413,426,771	10,737,494	3,402,689,277	3,296,261,011
9. Receivables for securities	11,461,830	0	11,461,830	9,680,525
10. Securities lending reinvested collateral assets	60,736,697	0	60,736,697	33,780,113
11. Aggregate write-ins for invested assets	214,680,787	0	214,680,787	74,976,923
12. Subtotals, cash and invested assets (Lines 1 to 11)	59,161,881,953	16,373,880	59,145,508,073	58,730,454,753
13. Title plants less $ 0 charged off (for Title insurers only)	0	0	0	0
14. Investment income due and accrued	553,861,429	0	553,861,429	534,829,795
15. Premiums and considerations:				
15.1 Uncollected premiums and agents' balances in the course of collection	127,323,511	2,569,964	124,753,547	98,542,208
15.2 Deferred premiums, agents' balances and installments booked but deferred and not yet due (including $ 0 earned but unbilled premiums)	99,827,607	0	99,827,607	98,919,034
15.3 Accrued retrospective premiums ($ 0) and contracts subject to redetermination ($ 0)	0	0	0	0
16. Reinsurance:				
16.1 Amounts recoverable from reinsurers	208,739,506	0	208,739,506	257,843,757
16.2 Funds held by or deposited with reinsured companies	21,512,621	0	21,512,621	30,690,794
16.3 Other amounts receivable under reinsurance contracts	178,710,091	0	178,710,091	12,702,201
17. Amounts receivable relating to uninsured plans	0	0	0	0
18.1 Current federal and foreign income tax recoverable and interest thereon	0	0	0	0
18.2 Net deferred tax asset	1,506,987,268	1,332,846,742	174,140,526	220,319,464
19. Guaranty funds receivable or on deposit	12,610,060	0	12,610,060	13,854,440
20. Electronic data processing equipment and software	79,804,193	64,677,511	15,126,682	10,220,238
21. Furniture and equipment, including health care delivery assets ($ 0)	11,386,350	11,386,350	0	0
22. Net adjustment in assets and liabilities due to foreign exchange rates	0	0	0	0
23. Receivables from parent, subsidiaries and affiliates	185,033,141	0	185,033,141	120,273,019
24. Health care ($ 0) and other amounts receivable	0	0	0	0
25. Aggregate write-ins for other than invested assets	1,891,384,704	60,696,586	1,830,688,118	1,872,065,798
26. Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts (Lines 12 to 25)	64,039,062,434	1,488,551,033	62,550,511,401	62,000,715,501
27. From Separate Accounts, Segregated Accounts and Protected Cell Accounts	172,473,288,964	0	172,473,288,964	164,695,597,320
28. Total (Lines 26 and 27)	236,512,351,398	1,488,551,033	235,023,800,365	226,696,312,821
DETAILS OF WRITE-INS				
1101. Collateral on derivative instruments	214,570,000	0	214,570,000	74,930,000
1102. Miscellaneous invested assets	110,787	0	110,787	46,923
1103.				
1198. Summary of remaining write-ins for Line 11 from overflow page	0	0	0	0
1199. Totals (Lines 1101 through 1103 plus 1198)(Line 11 above)	214,680,787	0	214,680,787	74,976,923
2501. Accrued charges for administrative, separate accounts, claim service and other fees	11,632,751	0	11,632,751	7,520,427
2502. Miscellaneous assets	67,387	0	67,387	23,928,052
2503. Other assets non-admitted	60,696,586	60,696,586	0	0
2598. Summary of remaining write-ins for Line 25 from overflow page	1,818,987,980	0	1,818,987,980	1,840,617,319
2599. Totals (Lines 2501 through 2503 plus 2598)(Line 25 above)	1,891,384,704	60,696,586	1,830,688,118	1,872,065,798

LIABILITIES, SURPLUS AND OTHER FUNDS

		1 Current Statement Date	2 December 31 Prior Year
1.	Aggregate reserve for life contracts $ 23,737,128,715 less $ 0 included in Line 6.3 (including $ 10,505 Modco Reserve)	23,737,128,715	23,953,568,297
2.	Aggregate reserve for accident and health contracts (including $ 0 Modco Reserve)	527,309,221	531,863,285
3.	Liability for deposit-type contracts (including $ 0 Modco Reserve)	14,392,633,099	15,180,205,992
4.	Contract claims:		
	4.1 Life	428,012,038	430,195,142
	4.2 Accident and health	39,033,197	36,818,769
5.	Policyholders' dividends/refunds to members $ 0 and coupons $ 0 due and unpaid	3,948,745	4,049,120
6.	Provision for policyholders' dividends, refunds to members and coupons payable in following calendar year - estimated amounts:		
	6.1 Policyholders' dividends and refunds to members apportioned for payment (including $ 0 Modco)	70,839,850	98,151,681
	6.2 Policyholders' dividends and refunds to members not yet apportioned (including $ 0 Modco)	24,538,970	0
	6.3 Coupons and similar benefits (including $ 0 Modco)	0	0
7.	Amount provisionally held for deferred dividend policies not included in Line 6	0	0
8.	Premiums and annuity considerations for life and accident and health contracts received in advance less $ 348 discount; including $ 147,498 accident and health premiums	3,147,078	3,510,162
9.	Contract liabilities not included elsewhere:		
	9.1 Surrender values on canceled contracts	0	0
	9.2 Provision for experience rating refunds, including the liability of $ 0 accident and health experience rating refunds of which $ 0 is for medical loss ratio rebate per the Public Health Service Act	2,835,646	6,375,200
	9.3 Other amounts payable on reinsurance, including $ 0 assumed and $ 24,609,858 ceded	24,609,858	23,507,802
	9.4 Interest Maintenance Reserve	102,465,082	98,021,178
10.	Commissions to agents due or accrued-life and annuity contracts $ 1,676,096 , accident and health $ 13,308 and deposit-type contract funds $ 0	1,689,404	2,611,094
11.	Commissions and expense allowances payable on reinsurance assumed	3,940,012	4,176,099
12.	General expenses due or accrued	165,158,597	240,683,170
13.	Transfers to Separate Accounts due or accrued (net) (including $ (952,745,841) accrued for expense allowances recognized in reserves, net of reinsured allowances)	(1,008,700,555)	(905,965,794)
14.	Taxes, licenses and fees due or accrued, excluding federal income taxes	39,635,040	40,856,754
15.1	Current federal and foreign income taxes, including $ 0 on realized capital gains (losses)	99,641,949	99,354,000
15.2	Net deferred tax liability	0	0
16.	Unearned investment income	2,075,376	2,143,249
17.	Amounts withheld or retained by reporting entity as agent or trustee	8,182,796,856	5,283,414,087
18.	Amounts held for agents' account, including $ 0 agents' credit balances	0	0
19.	Remittances and items not allocated	67,429,875	61,650,290
20.	Net adjustment in assets and liabilities due to foreign exchange rates	0	0
21.	Liability for benefits for employees and agents if not included above	63,867,757	66,367,366
22.	Borrowed money $ 0 and interest thereon $ 0	0	0
23.	Dividends to stockholders declared and unpaid	0	0
24.	Miscellaneous liabilities:		
	24.01 Asset valuation reserve	1,163,477,565	1,122,257,896
	24.02 Reinsurance in unauthorized and certified ($ 0) companies	1,351,752	1,351,752
	24.03 Funds held under reinsurance treaties with unauthorized and certified ($ 0) reinsurers	0	0
	24.04 Payable to parent, subsidiaries and affiliates	139,653,213	71,196,367
	24.05 Drafts outstanding	0	0
	24.06 Liability for amounts held under uninsured plans	0	0
	24.07 Funds held under coinsurance	12,497,833,321	13,177,244,453
	24.08 Derivatives	0	0
	24.09 Payable for securities	490,275,994	750,214,773
	24.10 Payable for securities lending	60,736,697	33,780,113
	24.11 Capital notes $ 0 and interest thereon $ 0	0	0
25.	Aggregate write-ins for liabilities	210,271,740	196,522,552
26.	Total liabilities excluding Separate Accounts business (Lines 1 to 25)	61,537,636,092	60,614,124,849
27.	From Separate Accounts Statement	172,136,665,089	164,382,851,841
28.	Total liabilities (Lines 26 and 27)	233,674,301,181	224,996,976,690
29.	Common capital stock	2,500,000	2,500,000
30.	Preferred capital stock	0	0
31.	Aggregate write-ins for other than special surplus funds	0	0
32.	Surplus notes	0	0
33.	Gross paid in and contributed surplus	1,628,512,526	1,650,166,591
34.	Aggregate write-ins for special surplus funds	965,022,245	1,002,184,178
35.	Unassigned funds (surplus)	(1,246,535,587)	(955,514,638)
36.	Less treasury stock, at cost:		
	36.1 0 shares common (value included in Line 29 $ 0)	0	0
	36.2 0 shares preferred (value included in Line 30 $ 0)	0	0
37.	Surplus (Total Lines 31+32+33+34+35-36) (including $ 336,623,875 in Separate Accounts Statement)	1,346,999,184	1,696,836,131
38.	Totals of Lines 29, 30 and 37	1,349,499,184	1,699,336,131
39.	Totals of Lines 28 and 38 (Page 2, Line 28, Col. 3)	235,023,800,365	226,696,312,821
	DETAILS OF WRITE-INS		
2501.	Aviation reinsurance losses	12,332,332	12,332,683
2502.	Accrued interest on policy claims and other contract funds	3,144,648	3,204,733
2503.	Miscellaneous liabilities	194,794,760	180,985,136
2598.	Summary of remaining write-ins for Line 25 from overflow page	0	0
2599.	Totals (Lines 2501 through 2503 plus 2598)(Line 25 above)	210,271,740	196,522,552
3101.			
3102.			
3103.			
3198.	Summary of remaining write-ins for Line 31 from overflow page	0	0
3199.	Totals (Lines 3101 through 3103 plus 3198)(Line 31 above)	0	0
3401.	Reserve for aviation reinsurance	30,000,000	30,000,000
3402.	Special contingent reserve fund for separate accounts	2,500,000	2,500,000
3403.	VA Derivatives (SSAP 108)	897,367,784	929,421,764
3498.	Summary of remaining write-ins for Line 34 from overflow page	35,154,461	40,262,414
3499.	Totals (Lines 3401 through 3403 plus 3498)(Line 34 above)	965,022,245	1,002,184,178

ASSETS

		Current Year			Prior Year
		1 Assets	2 Nonadmitted Assets	3 Net Admitted Assets (Cols. 1 - 2)	4 Net Admitted Assets
1.	Bonds (Schedule D)	42,457,049,850	0	42,457,049,850	46,005,226,935
2.	Stocks (Schedule D):				
	2.1 Preferred stocks	348,300,477	0	348,300,477	371,728,230
	2.2 Common stocks	398,156,900	0	398,156,900	315,227,862
3.	Mortgage loans on real estate (Schedule B):				
	3.1 First liens	12,224,414,424	0	12,224,414,424	11,346,930,880
	3.2 Other than first liens	223,651,883	0	223,651,883	169,354,910
4.	Real estate (Schedule A):				
	4.1 Properties occupied by the company (less $ 0 encumbrances)	0	0	0	0
	4.2 Properties held for the production of income (less $ 0 encumbrances)	1	0	1	1
	4.3 Properties held for sale (less $ 0 encumbrances)	0	0	0	0
5.	Cash ($ (187,176,181) , Schedule E - Part 1), cash equivalents ($ 99,536,670 , Schedule E - Part 2) and short-term investments ($ 480,671,105 , Schedule DA)	393,031,593	0	393,031,593	1,027,695,462
6.	Contract loans (including $ 0 premium notes)	3,511,681,849	6,636,711	3,505,045,138	3,531,975,678
7.	Derivatives (Schedule DB)	1,980,636	0	1,980,636	102,551,864
8.	Other invested assets (Schedule BA)	2,691,054,315	9,648,453	2,681,405,862	2,260,133,895
9.	Receivables for securities	635,114,175	0	635,114,175	52,130,637
10.	Securities lending reinvested collateral assets (Schedule DL)	0	0	0	0
11.	Aggregate write-ins for invested assets	141,500,000	0	141,500,000	177,890,000
12.	Subtotals, cash and invested assets (Lines 1 to 11)	63,025,936,103	16,285,164	63,009,650,939	65,360,846,354
13.	Title plants less $ 0 charged off (for Title insurers only)	0	0	0	0
14.	Investment income due and accrued	528,054,961	0	528,054,961	479,372,656
15.	Premiums and considerations:				
	15.1 Uncollected premiums and agents' balances in the course of collection	112,628,182	3,404,374	109,223,808	149,832,074
	15.2 Deferred premiums, agents' balances and installments booked but deferred and not yet due (including $ 0 earned but unbilled premiums)	90,262,505	0	90,262,505	65,195,199
	15.3 Accrued retrospective premiums ($ 0) and contracts subject to redetermination ($ 0)	0	0	0	0
16.	Reinsurance:				
	16.1 Amounts recoverable from reinsurers	245,105,510	0	245,105,510	182,755,520
	16.2 Funds held by or deposited with reinsured companies	22,009,550	0	22,009,550	19,931,908
	16.3 Other amounts receivable under reinsurance contracts	6,296,845	0	6,296,845	9,908,465
17.	Amounts receivable relating to uninsured plans	0	0	0	0
18.1	Current federal and foreign income tax recoverable and interest thereon	0	0	0	0
18.2	Net deferred tax asset	1,010,051,736	281,521,482	728,530,254	570,021,157
19.	Guaranty funds receivable or on deposit	7,161,984	0	7,161,984	6,579,466
20.	Electronic data processing equipment and software	99,514,974	89,089,451	10,425,523	10,430,000
21.	Furniture and equipment, including health care delivery assets ($ 0)	10,093,218	10,093,218	0	0
22.	Net adjustment in assets and liabilities due to foreign exchange rates	0	0	0	7,557
23.	Receivables from parent, subsidiaries and affiliates	276,849,615	0	276,849,615	164,285,133
24.	Health care ($ 0) and other amounts receivable	0	0	0	0
25.	Aggregate write-ins for other than invested assets	2,296,369,133	47,018,103	2,249,351,030	2,255,095,861
26.	Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts (Lines 12 to 25)	67,730,334,316	447,411,792	67,282,922,524	69,274,261,350
27.	From Separate Accounts, Segregated Accounts and Protected Cell Accounts	147,979,698,797	0	147,979,698,797	178,752,434,217
28.	Total (Lines 26 and 27)	215,710,033,113	447,411,792	215,262,621,321	248,026,695,567
	DETAILS OF WRITE-INS				
1101.	Collateral on Derivative Instruments	141,500,000	0	141,500,000	177,890,000
1102.					
1103.					
1198.	Summary of remaining write-ins for Line 11 from overflow page	0	0	0	0
1199.	Totals (Lines 1101 thru 1103 plus 1198)(Line 11 above)	141,500,000	0	141,500,000	177,890,000
2501.	Accrued charges for administrative, separate accounts, claim service and other fees	3,542,452	0	3,542,452	38,433
2502.	Miscellaneous assets	36,057,655	0	36,057,655	32,493,349
2503.	Other assets non-admitted	47,018,103	47,018,103	0	0
2598.	Summary of remaining write-ins for Line 25 from overflow page	2,209,750,923	0	2,209,750,923	2,222,564,079
2599.	Totals (Lines 2501 thru 2503 plus 2598)(Line 25 above)	2,296,369,133	47,018,103	2,249,351,030	2,255,095,861

LIABILITIES, SURPLUS AND OTHER FUNDS

		1 Current Year	2 Prior Year
1.	Aggregate reserve for life contracts $ 39,276,637,088 (Exh. 5, Line 9999999) less $ 0 included in Line 6.3 (including $ 8,662 Modco Reserve)	39,276,637,088	41,499,127,172
2.	Aggregate reserve for accident and health contracts (including $ 0 Modco Reserve)	534,436,599	552,043,540
3.	Liability for deposit-type contracts (Exhibit 7, Line 14, Col. 1) (including $ 0 Modco Reserve)	16,134,182,865	13,884,731,588
4.	Contract claims:		
	4.1 Life (Exhibit 8, Part 1, Line 4.4, Col. 1 less sum of Cols. 9, 10 and 11)	614,742,064	582,822,191
	4.2 Accident and health (Exhibit 8, Part 1, Line 4.4, sum of Cols. 9, 10 and 11)	36,821,056	39,112,611
5.	Policyholders' dividends/refunds to members $ 2,741,425 and coupons $ 0 due and unpaid (Exhibit 4, Line 10)	2,741,425	2,392,792
6.	Provision for policyholders' dividends, refunds to members and coupons payable in following calendar year - estimated amounts:		
	6.1 Policyholders' dividends and refunds to members apportioned for payment (including $ 0 Modco)	102,621,955	107,599,028
	6.2 Policyholders' dividends and refunds to members not yet apportioned (including $ 0 Modco)	0	0
	6.3 Coupons and similar benefits (including $ 0 Modco)	0	0
7.	Amount provisionally held for deferred dividend policies not included in Line 6	0	0
8.	Premiums and annuity considerations for life and accident and health contracts received in advance less $ 728 discount; including $ 247,479 accident and health premiums (Exhibit 1, Part 1, Col. 1, sum of lines 4 and 14)	4,103,040	4,878,316
9.	Contract liabilities not included elsewhere:		
	9.1 Surrender values on canceled contracts	0	0
	9.2 Provision for experience rating refunds, including the liability of $ 0 accident and health experience rating refunds of which $ 0 is for medical loss ratio rebate per the Public Health Service Act	5,371,027	5,058,289
	9.3 Other amounts payable on reinsurance, including $ 0 assumed and $ 100,817,701 ceded	100,817,701	20,758,532
	9.4 Interest maintenance reserve (IMR, Line 6)	342,679,032	706,009,925
10.	Commissions to agents due or accrued-life and annuity contracts $ 1,583,715 accident and health $ 49,341 and deposit-type contract funds $ 0	1,633,056	1,518,580
11.	Commissions and expense allowances payable on reinsurance assumed	3,829,810	3,932,247
12.	General expenses due or accrued (Exhibit 2, Line 12, Col. 7)	245,895,284	362,118,726
13.	Transfers to Separate Accounts due or accrued (net) (including $ (2,987,412,893) accrued for expense allowances recognized in reserves, net of reinsured allowances)	(1,893,835,506)	(2,291,790,201)
14.	Taxes, licenses and fees due or accrued, excluding federal income taxes (Exhibit 3, Line 9, Col. 6)	43,312,796	40,886,626
15.1	Current federal and foreign income taxes, including $ 0 on realized capital gains (losses)	91,241,433	623,088,703
15.2	Net deferred tax liability	0	0
16.	Unearned investment income	1,971,581	1,934,217
17.	Amounts withheld or retained by reporting entity as agent or trustee	3,668,598,392	5,244,977,719
18.	Amounts held for agents' account, including $ 0 agents' credit balances	0	0
19.	Remittances and items not allocated	139,537,641	167,118,667
20.	Net adjustment in assets and liabilities due to foreign exchange rates	0	40,900
21.	Liability for benefits for employees and agents if not included above	62,155,557	89,376,199
22.	Borrowed money $ 0 and interest thereon $ 0	0	0
23.	Dividends to stockholders declared and unpaid	0	0
24.	Miscellaneous liabilities:		
	24.01 Asset valuation reserve (AVR, Line 16, Col. 7)	1,005,606,668	1,013,179,745
	24.02 Reinsurance in unauthorized and certified ($ 0) companies	3,294,734	215,074,436
	24.03 Funds held under reinsurance treaties with unauthorized and certified ($ 0) reinsurers	0	0
	24.04 Payable to parent, subsidiaries and affiliates	72,694,743	12,759,923
	24.05 Drafts outstanding	0	0
	24.06 Liability for amounts held under uninsured plans	0	0
	24.07 Funds held under coinsurance	811,099,734	1,091,029,635
	24.08 Derivatives	0	0
	24.09 Payable for securities	63,732,408	520,733,626
	24.10 Payable for securities lending	0	0
	24.11 Capital notes $ 0 and interest thereon $ 0	0	0
25.	Aggregate write-ins for liabilities	608,218,220	420,491,521
26.	Total liabilities excluding Separate Accounts business (Lines 1 to 25)	62,084,140,403	64,921,005,253
27.	From Separate Accounts Statement	147,582,656,784	177,711,816,659
28.	Total liabilities (Lines 26 and 27)	209,666,797,187	242,632,821,912
29.	Common capital stock	2,500,000	2,500,000
30.	Preferred capital stock	0	0
31.	Aggregate write-ins for other than special surplus funds	0	0
32.	Surplus notes	0	0
33.	Gross paid in and contributed surplus (Page 3, Line 33, Col. 2 plus Page 4, Line 51.1, Col. 1)	1,675,739,971	1,728,225,540
34.	Aggregate write-ins for special surplus funds	1,362,060,955	1,255,687,506
35.	Unassigned funds (surplus)	2,555,523,208	2,407,460,609
36.	Less treasury stock, at cost:		
	36.1 0 shares common (value included in Line 29 $ 0)	0	0
	36.2 0 shares preferred (value included in Line 30 $ 0)	0	0
37.	Surplus (Total Lines 31+32+33+34+35-36) (including $ 397,042,014 in Separate Accounts Statement)	5,593,324,134	5,391,373,655
38.	Totals of Lines 29, 30 and 37 (Page 4, Line 55)	5,595,824,134	5,393,873,655
39.	Totals of Lines 28 and 38 (Page 2, Line 28, Col. 3)	215,262,621,321	248,026,695,567
	DETAILS OF WRITE-INS		
2501.	Aviation reinsurance losses	12,406,777	12,610,433
2502.	Accrued interest on policy claims and other contract funds	4,433,147	4,557,215
2503.	Miscellaneous liabilities	591,378,296	403,323,873
2598.	Summary of remaining write-ins for Line 25 from overflow page	0	0
2599.	Totals (Lines 2501 thru 2503 plus 2598)(Line 25 above)	608,218,220	420,491,521
3101.			
3102.			
3103.			
3198.	Summary of remaining write-ins for Line 31 from overflow page	0	0
3199.	Totals (Lines 3101 thru 3103 plus 3198)(Line 31 above)	0	0
3401.	Reserve for aviation reinsurance	30,000,000	30,000,000
3402.	Special contingent reserve fund for separate accounts	2,500,000	2,500,000
3403.	VA Derivatives (SSAP 108)	1,329,560,955	1,223,187,506
3498.	Summary of remaining write-ins for Line 34 from overflow page	0	0
3499.	Totals (Lines 3401 thru 3403 plus 3498)(Line 34 above)	1,362,060,955	1,255,687,506

ASSETS

		Current Year			Prior Year
		1 Assets	2 Nonadmitted Assets	3 Net Admitted Assets (Cols. 1 - 2)	4 Net Admitted Assets
1.	Bonds (Schedule D)	36,520,158,935	0	36,520,158,935	42,457,049,850
2.	Stocks (Schedule D):				
	2.1 Preferred stocks	385,895,481	0	385,895,481	348,300,477
	2.2 Common stocks	358,744,637	0	358,744,637	398,156,900
3.	Mortgage loans on real estate (Schedule B):				
	3.1 First liens	11,927,720,214	0	11,927,720,214	12,224,414,424
	3.2 Other than first liens	223,573,930	0	223,573,930	223,651,883
4.	Real estate (Schedule A):				
	4.1 Properties occupied by the company (less $ 0 encumbrances)	0	0	0	0
	4.2 Properties held for the production of income (less $ 0 encumbrances)	0	0	0	1
	4.3 Properties held for sale (less $ 0 encumbrances)	0	0	0	0
5.	Cash ($ 174,942,863 , Schedule E - Part 1), cash equivalents ($ 1,389,588,723 , Schedule E - Part 2) and short-term investments ($ 413,786,564 , Schedule DA)	1,978,318,149	0	1,978,318,149	393,031,593
6.	Contract loans (including $ 0 premium notes)	3,612,395,172	5,428,902	3,606,966,270	3,505,045,138
7.	Derivatives (Schedule DB)	314,378,565	0	314,378,565	1,980,636
8.	Other invested assets (Schedule BA)	3,306,879,907	10,618,896	3,296,261,011	2,681,405,862
9.	Receivables for securities	9,680,525	0	9,680,525	635,114,175
10.	Securities lending reinvested collateral assets (Schedule DL)	33,780,113	0	33,780,113	0
11.	Aggregate write-ins for invested assets	74,976,923	0	74,976,923	141,500,000
12.	Subtotals, cash and invested assets (Lines 1 to 11)	58,746,502,551	16,047,798	58,730,454,753	63,009,650,939
13.	Title plants less $ 0 charged off (for Title insurers only)	0	0	0	0
14.	Investment income due and accrued	534,829,795	0	534,829,795	528,054,961
15.	Premiums and considerations:				
	15.1 Uncollected premiums and agents' balances in the course of collection	101,610,601	3,068,393	98,542,208	109,223,808
	15.2 Deferred premiums, agents' balances and installments booked but deferred and not yet due (including $ 0 earned but unbilled premiums)	98,919,034	0	98,919,034	90,262,505
	15.3 Accrued retrospective premiums ($ 0) and contracts subject to redetermination ($ 0)	0	0	0	0
16.	Reinsurance:				
	16.1 Amounts recoverable from reinsurers	257,843,757	0	257,843,757	245,105,510
	16.2 Funds held by or deposited with reinsured companies	30,690,794	0	30,690,794	22,009,550
	16.3 Other amounts receivable under reinsurance contracts	12,702,201	0	12,702,201	6,296,845
17.	Amounts receivable relating to uninsured plans	0	0	0	0
18.1	Current federal and foreign income tax recoverable and interest thereon	0	0	0	0
18.2	Net deferred tax asset	1,403,141,983	1,182,822,519	220,319,464	728,530,254
19.	Guaranty funds receivable or on deposit	13,854,440	0	13,854,440	7,161,984
20.	Electronic data processing equipment and software	86,126,737	75,906,499	10,220,238	10,425,523
21.	Furniture and equipment, including health care delivery assets ($ 0)	7,384,703	7,384,703	0	0
22.	Net adjustment in assets and liabilities due to foreign exchange rates	0	0	0	0
23.	Receivables from parent, subsidiaries and affiliates	120,273,019	0	120,273,019	276,849,615
24.	Health care ($ 0) and other amounts receivable	0	0	0	0
25.	Aggregate write-ins for other than invested assets	1,924,763,076	52,697,278	1,872,065,798	2,249,351,030
26.	Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts (Lines 12 to 25)	63,338,642,691	1,337,927,190	62,000,715,501	67,282,922,524
27.	From Separate Accounts, Segregated Accounts and Protected Cell Accounts	164,695,597,320	0	164,695,597,320	147,979,698,797
28.	Total (Lines 26 and 27)	228,034,240,011	1,337,927,190	226,696,312,821	215,262,621,321
	DETAILS OF WRITE-INS				
1101.	Collateral on derivative instruments	74,930,000	0	74,930,000	141,500,000
1102.	Miscellaneous invested assets	46,923	0	46,923	0
1103.					
1198.	Summary of remaining write-ins for Line 11 from overflow page	0	0	0	0
1199.	Totals (Lines 1101 thru 1103 plus 1198)(Line 11 above)	74,976,923	0	74,976,923	141,500,000
2501.	Accrued charges for administrative, separate accounts, claim service and other fees	7,520,427	0	7,520,427	3,542,452
2502.	Miscellaneous assets	23,928,052	0	23,928,052	36,057,655
2503.	Other assets non-admitted	52,697,278	52,697,278	0	0
2598.	Summary of remaining write-ins for Line 25 from overflow page	1,840,617,319	0	1,840,617,319	2,209,750,923
2599.	Totals (Lines 2501 thru 2503 plus 2598)(Line 25 above)	1,924,763,076	52,697,278	1,872,065,798	2,249,351,030

LIABILITIES, SURPLUS AND OTHER FUNDS

	1 Current Year	2 Prior Year
1. Aggregate reserve for life contracts $ 23,953,568,297 (Exh. 5, Line 9999999) less $ 0 included in Line 6.3 (including $ 9,118 Modco Reserve)	23,953,568,297	39,276,637,088
2. Aggregate reserve for accident and health contracts (including $ 0 Modco Reserve)	531,863,285	534,436,599
3. Liability for deposit-type contracts (Exhibit 7, Line 14, Col. 1) (including $ 0 Modco Reserve)	15,180,205,992	16,134,182,865
4. Contract claims:		
4.1 Life (Exhibit 8, Part 1, Line 4.4, Col. 1 less Col. 6)	430,195,142	614,742,064
4.2 Accident and health (Exhibit 8, Part 1, Line 4.4, Col. 6)	36,818,769	36,821,056
5. Policyholders' dividends/refunds to members $ 0 and coupons $ 0 due and unpaid (Exhibit 4, Line 10)	4,049,120	2,741,425
6. Provision for policyholders' dividends, refunds to members and coupons payable in following calendar year - estimated amounts:		
6.1 Policyholders' dividends and refunds to members apportioned for payment (including $ 0 Modco)	98,151,681	102,621,955
6.2 Policyholders' dividends and refunds to members not yet apportioned (including $ 0 Modco)	0	0
6.3 Coupons and similar benefits (including $ 0 Modco)	0	0
7. Amount provisionally held for deferred dividend policies not included in Line 6	0	0
8. Premiums and annuity considerations for life and accident and health contracts received in advance less $ 389 discount; including $ 125,442 accident and health premiums (Exhibit 1, Part 1, Col. 1, sum of lines 4 and 14)	3,510,162	4,103,040
9. Contract liabilities not included elsewhere:		
9.1 Surrender values on canceled contracts	0	0
9.2 Provision for experience rating refunds, including the liability of $ 0 accident and health experience rating refunds of which $ 0 is for medical loss ratio rebate per the Public Health Service Act	6,375,200	5,371,027
9.3 Other amounts payable on reinsurance, including $ 0 assumed and $ 23,507,802 ceded	23,507,802	100,817,701
9.4 Interest maintenance reserve (IMR, Line 6)	98,021,178	342,679,032
10. Commissions to agents due or accrued-life and annuity contracts $ 2,590,192 accident and health $ 20,902 and deposit-type contract funds $ 0	2,611,094	1,633,056
11. Commissions and expense allowances payable on reinsurance assumed	4,176,099	3,829,810
12. General expenses due or accrued (Exhibit 2, Line 12, Col. 7)	240,683,170	245,895,284
13. Transfers to Separate Accounts due or accrued (net) (including $ (917,738,323) accrued for expense allowances recognized in reserves, net of reinsured allowances)	(905,965,794)	(1,893,835,506)
14. Taxes, licenses and fees due or accrued, excluding federal income taxes (Exhibit 3, Line 9, Col. 6)	40,856,754	43,312,796
15.1 Current federal and foreign income taxes, including $ 0 on realized capital gains (losses)	99,354,000	91,241,433
15.2 Net deferred tax liability	0	0
16. Unearned investment income	2,143,249	1,971,581
17. Amounts withheld or retained by reporting entity as agent or trustee	5,283,414,087	3,668,598,392
18. Amounts held for agents' account, including $ 0 agents' credit balances	0	0
19. Remittances and items not allocated	61,650,290	139,537,641
20. Net adjustment in assets and liabilities due to foreign exchange rates	0	0
21. Liability for benefits for employees and agents if not included above	66,367,366	62,155,557
22. Borrowed money $ 0 and interest thereon $ 0	0	0
23. Dividends to stockholders declared and unpaid	0	0
24. Miscellaneous liabilities:		
24.01 Asset valuation reserve (AVR, Line 16, Col. 7)	1,122,257,896	1,005,606,668
24.02 Reinsurance in unauthorized and certified ($ 0) companies	1,351,752	3,294,734
24.03 Funds held under reinsurance treaties with unauthorized and certified ($ 0) reinsurers	0	0
24.04 Payable to parent, subsidiaries and affiliates	71,196,367	72,694,743
24.05 Drafts outstanding	0	0
24.06 Liability for amounts held under uninsured plans	0	0
24.07 Funds held under coinsurance	13,177,244,453	811,099,734
24.08 Derivatives	0	0
24.09 Payable for securities	750,214,773	63,732,408
24.10 Payable for securities lending	33,780,113	0
24.11 Capital notes $ 0 and interest thereon $ 0	0	0
25. Aggregate write-ins for liabilities	196,522,552	608,218,220
26. Total liabilities excluding Separate Accounts business (Lines 1 to 25)	60,614,124,849	62,084,140,403
27. From Separate Accounts Statement	164,382,851,841	147,582,656,784
28. Total liabilities (Lines 26 and 27)	224,996,976,690	209,666,797,187
29. Common capital stock	2,500,000	2,500,000
30. Preferred capital stock	0	0
31. Aggregate write-ins for other than special surplus funds	0	0
32. Surplus notes	0	0
33. Gross paid in and contributed surplus (Page 3, Line 33, Col. 2 plus Page 4, Line 51.1, Col. 1)	1,650,166,591	1,675,739,971
34. Aggregate write-ins for special surplus funds	1,002,184,178	1,362,060,955
35. Unassigned funds (surplus)	(955,514,638)	2,555,523,208
36. Less treasury stock, at cost:		
36.1 0 shares common (value included in Line 29 $ 0)	0	0
36.2 0 shares preferred (value included in Line 30 $ 0)	0	0
37. Surplus (Total Lines 31+32+33+34+35-36) (including $ 312,745,479 in Separate Accounts Statement)	1,696,836,131	5,593,324,134
38. Totals of Lines 29, 30 and 37 (Page 4, Line 55)	1,699,336,131	5,595,824,134
39. Totals of Lines 28 and 38 (Page 2, Line 28, Col. 3)	226,696,312,821	215,262,621,321
DETAILS OF WRITE-INS		
2501. Aviation reinsurance losses	12,332,683	12,406,777
2502. Accrued interest on policy claims and other contract funds	3,204,733	4,433,147
2503. Miscellaneous liabilities	180,985,136	591,378,296
2598. Summary of remaining write-ins for Line 25 from overflow page	0	0
2599. Totals (Lines 2501 thru 2503 plus 2598)(Line 25 above)	196,522,552	608,218,220
3101.		
3102.		
3103.		
3198. Summary of remaining write-ins for Line 31 from overflow page	0	0
3199. Totals (Lines 3101 thru 3103 plus 3198)(Line 31 above)	0	0
3401. Reserve for aviation reinsurance	30,000,000	30,000,000
3402. Special contingent reserve fund for separate accounts	2,500,000	2,500,000
3403. VA Derivatives (SSAP 108)	929,421,764	1,329,560,955
3498. Summary of remaining write-ins for Line 34 from overflow page	40,262,414	0
3499. Totals (Lines 3401 thru 3403 plus 3498)(Line 34 above)	1,002,184,178	1,362,060,955

ASSETS

	Current Statement Date			4
	1 Assets	2 Nonadmitted Assets	3 Net Admitted Assets (Cols. 1 - 2)	December 31 Prior Year Net Admitted Assets
1. Bonds	2,778,767,025	0	2,778,767,025	2,668,923,004
2. Stocks:				
2.1 Preferred stocks	19,572,779	0	19,572,779	19,133,640
2.2 Common stocks	1,023,500	0	1,023,500	1,023,500
3. Mortgage loans on real estate:				
3.1 First liens	68,350,000	0	68,350,000	68,350,000
3.2 Other than first liens	0	0	0	0
4. Real estate:				
4.1 Properties occupied by the company (less $ 0 encumbrances)	0	0	0	0
4.2 Properties held for the production of income (less $ 0 encumbrances)	0	0	0	0
4.3 Properties held for sale (less $ 0 encumbrances)	0	0	0	0
5. Cash ($ 42,985,980), cash equivalents ($ 552,110,724) and short-term investments ($ 0)	595,096,704	0	595,096,704	529,119,331
6. Contract loans (including $ 0 premium notes)	182,477,856	560,378	181,917,478	171,534,811
7. Derivatives	1,696,765,111	0	1,696,765,111	1,100,981,928
8. Other invested assets	12,665,359	0	12,665,359	3,305,234
9. Receivables for securities	5,356,196	0	5,356,196	514,085
10. Securities lending reinvested collateral assets	10,355,765	0	10,355,765	6,221,953
11. Aggregate write-ins for invested assets	0	0	0	0
12. Subtotals, cash and invested assets (Lines 1 to 11)	5,370,430,295	560,378	5,369,869,917	4,569,107,486
13. Title plants less $ 0 charged off (for Title insurers only)	0	0	0	0
14. Investment income due and accrued	26,161,315	0	26,161,315	26,669,135
15. Premiums and considerations:				
15.1 Uncollected premiums and agents' balances in the course of collection	(2,945,861)	0	(2,945,861)	(7,473,743)
15.2 Deferred premiums, agents' balances and installments booked but deferred and not yet due (including $ 0 earned but unbilled premiums)	0	0	0	0
15.3 Accrued retrospective premiums ($ 0) and contracts subject to redetermination ($ 0)	0	0	0	0
16. Reinsurance:				
16.1 Amounts recoverable from reinsurers	7,533,988	0	7,533,988	8,081,220
16.2 Funds held by or deposited with reinsured companies	11,737,911,109	0	11,737,911,109	12,406,126,704
16.3 Other amounts receivable under reinsurance contracts	950,479	0	950,479	704,487
17. Amounts receivable relating to uninsured plans	0	0	0	0
18.1 Current federal and foreign income tax recoverable and interest thereon	0	0	0	0
18.2 Net deferred tax asset	140,519,244	0	140,519,244	36,054,669
19. Guaranty funds receivable or on deposit	879,983	0	879,983	876,897
20. Electronic data processing equipment and software	0	0	0	0
21. Furniture and equipment, including health care delivery assets ($ 0)	0	0	0	0
22. Net adjustment in assets and liabilities due to foreign exchange rates	0	0	0	0
23. Receivables from parent, subsidiaries and affiliates	116,346,910	0	116,346,910	63,475,494
24. Health care ($ 0) and other amounts receivable	0	0	0	0
25. Aggregate write-ins for other than invested assets	1,095,814,096	3,529,899	1,092,284,197	666,657,214
26. Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts (Lines 12 to 25)	18,493,601,558	4,090,277	18,489,511,281	17,770,279,563
27. From Separate Accounts, Segregated Accounts and Protected Cell Accounts	19,050,321,179	0	19,050,321,179	14,720,800,295
28. Total (Lines 26 and 27)	37,543,922,737	4,090,277	37,539,832,460	32,491,079,858
DETAILS OF WRITE-INS				
1101. Miscellaneous invested assets	0	0	0	0
1102.				
1103.				
1198. Summary of remaining write-ins for Line 11 from overflow page	0	0	0	0
1199. Totals (Lines 1101 through 1103 plus 1198)(Line 11 above)	0	0	0	0
2501. Miscellaneous Assets	334,653	0	334,653	563,319
2502. Other assets non-admitted	3,529,899	3,529,899	0	0
2503. Admitted Disallowed IMR	56,602,070	0	56,602,070	40,012,363
2598. Summary of remaining write-ins for Line 25 from overflow page	1,035,347,474	0	1,035,347,474	626,081,532
2599. Totals (Lines 2501 through 2503 plus 2598)(Line 25 above)	1,095,814,096	3,529,899	1,092,284,197	666,657,214

LIABILITIES, SURPLUS AND OTHER FUNDS

		1 Current Statement Date	2 December 31 Prior Year
1.	Aggregate reserve for life contracts $ 14,119,956,319 less $ 0 included in Line 6.3 (including $ 0 Modco Reserve)	14,119,956,319	14,196,653,932
2.	Aggregate reserve for accident and health contracts (including $ 0 Modco Reserve)	76,559,653	71,461,296
3.	Liability for deposit-type contracts (including $ 0 Modco Reserve)	12,030,172	13,425,596
4.	Contract claims:		
	4.1 Life	151,059,595	148,595,984
	4.2 Accident and health	11,373,736	9,906,468
5.	Policyholders' dividends/refunds to members $ 0 and coupons $ 0 due and unpaid	0	0
6.	Provision for policyholders' dividends, refunds to members and coupons payable in following calendar year - estimated amounts:		
	6.1 Policyholders' dividends and refunds to members apportioned for payment (including $ 0 Modco)	0	0
	6.2 Policyholders' dividends and refunds to members not yet apportioned (including $ 0 Modco)	0	0
	6.3 Coupons and similar benefits (including $ 0 Modco)	0	0
7.	Amount provisionally held for deferred dividend policies not included in Line 6	0	0
8.	Premiums and annuity considerations for life and accident and health contracts received in advance less $ 0 discount; including $ 0 accident and health premiums	0	0
9.	Contract liabilities not included elsewhere:		
	9.1 Surrender values on canceled contracts	0	0
	9.2 Provision for experience rating refunds, including the liability of $ 0 accident and health experience rating refunds of which $ 0 is for medical loss ratio rebate per the Public Health Service Act	0	0
	9.3 Other amounts payable on reinsurance, including $ 0 assumed and $ 0 ceded	0	0
	9.4 Interest Maintenance Reserve	0	0
10.	Commissions to agents due or accrued-life and annuity contracts $ 42,780,659 , accident and health $ 987 and deposit-type contract funds $ 0	42,781,646	54,726,266
11.	Commissions and expense allowances payable on reinsurance assumed	0	0
12.	General expenses due or accrued	4,198,128	4,145,906
13.	Transfers to Separate Accounts due or accrued (net) (including $ (3,403,991,323) accrued for expense allowances recognized in reserves, net of reinsured allowances)	(2,819,090,135)	(2,861,649,158)
14.	Taxes, licenses and fees due or accrued, excluding federal income taxes	4,720,900	6,544,860
15.1	Current federal and foreign income taxes, including $ 0 on realized capital gains (losses)	791,351,214	791,289,089
15.2	Net deferred tax liability	0	0
16.	Unearned investment income	0	0
17.	Amounts withheld or retained by reporting entity as agent or trustee	1,551,121,685	778,392,425
18.	Amounts held for agents' account, including $ 0 agents' credit balances	0	0
19.	Remittances and items not allocated	25,188,463	18,111,758
20.	Net adjustment in assets and liabilities due to foreign exchange rates	0	0
21.	Liability for benefits for employees and agents if not included above	0	0
22.	Borrowed money $ 0 and interest thereon $ 0	0	0
23.	Dividends to stockholders declared and unpaid	0	0
24.	Miscellaneous liabilities:		
	24.01 Asset valuation reserve	41,258,239	33,939,128
	24.02 Reinsurance in unauthorized and certified ($ 0) companies	566,397	566,397
	24.03 Funds held under reinsurance treaties with unauthorized and certified ($ 0) reinsurers	0	0
	24.04 Payable to parent, subsidiaries and affiliates	50,465,415	5,832,159
	24.05 Drafts outstanding	0	0
	24.06 Liability for amounts held under uninsured plans	0	0
	24.07 Funds held under coinsurance	0	0
	24.08 Derivatives	0	0
	24.09 Payable for securities	0	27,359,705
	24.10 Payable for securities lending	10,355,765	6,221,953
	24.11 Capital notes $ 0 and interest thereon $ 0	0	0
25.	Aggregate write-ins for liabilities	60,534,992	62,558,578
26.	Total liabilities excluding Separate Accounts business (Lines 1 to 25)	14,134,432,184	13,368,082,342
27.	From Separate Accounts Statement	19,043,155,997	14,714,506,291
28.	Total liabilities (Lines 26 and 27)	33,177,588,181	28,082,588,633
29.	Common capital stock	2,500,000	2,500,000
30.	Preferred capital stock	0	0
31.	Aggregate write-ins for other than special surplus funds	0	0
32.	Surplus notes	0	0
33.	Gross paid in and contributed surplus	1,884,648,867	1,884,648,867
34.	Aggregate write-ins for special surplus funds	1,088,050,007	663,042,162
35.	Unassigned funds (surplus)	1,387,045,405	1,858,300,196
36.	Less treasury stock, at cost:		
	36.1 0 shares common (value included in Line 29 $ 0)	0	0
	36.2 0 shares preferred (value included in Line 30 $ 0)	0	0
37.	Surplus (Total Lines 31+32+33+34+35-36) (including $ 7,165,182 in Separate Accounts Statement)	4,359,744,279	4,405,991,225
38.	Totals of Lines 29, 30 and 37	4,362,244,279	4,408,491,225
39.	Totals of Lines 28 and 38 (Page 2, Line 28, Col. 3)	37,539,832,460	32,491,079,858
	DETAILS OF WRITE-INS		
2501.	Miscellaneous liabilities	3,904,038	4,415,281
2502.	Deferred Gain on reinsurance	56,630,954	58,143,297
2503.			
2598.	Summary of remaining write-ins for Line 25 from overflow page	0	0
2599.	Totals (Lines 2501 through 2503 plus 2598)(Line 25 above)	60,534,992	62,558,578
3101.		0	0
3102.		0	0
3103.			
3198.	Summary of remaining write-ins for Line 31 from overflow page	0	0
3199.	Totals (Lines 3101 through 3103 plus 3198)(Line 31 above)	0	0
3401.	Admitted Disallowed IMR	58,114,759	41,706,950
3402.	VA Derivatives (SSAP 108) Permitted Practice	1,029,935,248	621,335,212
3403.		0	0
3498.	Summary of remaining write-ins for Line 34 from overflow page	0	0
3499.	Totals (Lines 3401 through 3403 plus 3498)(Line 34 above)	1,088,050,007	663,042,162

ASSETS

	Current Year			Prior Year
	1 Assets	2 Nonadmitted Assets	3 Net Admitted Assets (Cols. 1 - 2)	4 Net Admitted Assets
1. Bonds (Schedule D)	2,085,819,328		2,085,819,328	1,995,561,864
2. Stocks (Schedule D):				
2.1 Preferred stocks	19,353,509		19,353,509	22,713,639
2.2 Common stocks	1,023,500		1,023,500	203,300
3. Mortgage loans on real estate (Schedule B):				
3.1 First liens	17,000,000		17,000,000	17,000,000
3.2 Other than first liens	0		0	0
4. Real estate (Schedule A):				
4.1 Properties occupied by the company (less $ .... encumbrances)	0		0	0
4.2 Properties held for the production of income (less $ .... encumbrances)	0		0	0
4.3 Properties held for sale (less $ .... encumbrances)	0		0	0
5. Cash ($ (5,597,262), Schedule E - Part 1), cash equivalents ($ 195,675,606, Schedule E - Part 2) and short-term investments ($ 0, Schedule DA)	190,078,344		190,078,344	106,676,197
6. Contract loans (including $ .... premium notes)	142,297,269	578,656	141,718,613	125,038,429
7. Derivatives (Schedule DB)	47,567,926		47,567,926	20,741,850
8. Other invested assets (Schedule BA)	0		0	0
9. Receivables for securities	601,553		601,553	722,300
10. Securities lending reinvested collateral assets (Schedule DL)			0	0
11. Aggregate write-ins for invested assets	48,870	0	48,870	48,870
12. Subtotals, cash and invested assets (Lines 1 to 11)	2,503,790,299	578,656	2,503,211,643	2,288,706,449
13. Title plants less $ .... charged off (for Title insurers only)			0	0
14. Investment income due and accrued	21,371,772		21,371,772	18,882,575
15. Premiums and considerations:				
15.1 Uncollected premiums and agents' balances in the course of collection	(6,999,228)		(6,999,228)	(2,027,142)
15.2 Deferred premiums, agents' balances and installments booked but deferred and not yet due (including $ .... earned but unbilled premiums)			0	0
15.3 Accrued retrospective premiums ($ ....) and contracts subject to redetermination ($ ....)			0	0
16. Reinsurance:				
16.1 Amounts recoverable from reinsurers	3,613,963		3,613,963	3,027,830
16.2 Funds held by or deposited with reinsured companies			0	0
16.3 Other amounts receivable under reinsurance contracts	699,001		699,001	820,162
17. Amounts receivable relating to uninsured plans			0	0
18.1 Current federal and foreign income tax recoverable and interest thereon			0	0
18.2 Net deferred tax asset	102,177,256	76,714,715	25,462,541	22,230,239
19. Guaranty funds receivable or on deposit	547,880		547,880	353,862
20. Electronic data processing equipment and software			0	0
21. Furniture and equipment, including health care delivery assets ($ ....)			0	0
22. Net adjustment in assets and liabilities due to foreign exchange rates			0	0
23. Receivables from parent, subsidiaries and affiliates	99,089,498		99,089,498	48,076,963
24. Health care ($ ....) and other amounts receivable			0	0
25. Aggregate write-ins for other than invested assets	28,476,342	24,095,262	4,381,080	63,256
26. Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts (Lines 12 to 25)	2,752,766,783	101,388,633	2,651,378,150	2,380,134,194
27. From Separate Accounts, Segregated Accounts and Protected Cell Accounts	4,117,226,598		4,117,226,598	3,861,884,478
28. Total (Lines 26 and 27)	6,869,993,381	101,388,633	6,768,604,748	6,242,018,672
DETAILS OF WRITE-INS				
1101. Miscellaneous invested assets	48,870		48,870	48,870
1102.				
1103.				
1198. Summary of remaining write-ins for Line 11 from overflow page	0	0	0	0
1199. Totals (Lines 1101 thru 1103 plus 1198)(Line 11 above)	48,870	0	48,870	48,870
2501. Miscellaneous Assets	101,527		101,527	63,256
2502. Other assets non-admitted	15,999,431	15,999,431	0	0
2503. IMR debit balance	8,095,831	8,095,831	0	
2598. Summary of remaining write-ins for Line 25 from overflow page	4,279,553	0	4,279,553	0
2599. Totals (Lines 2501 thru 2503 plus 2598)(Line 25 above)	28,476,342	24,095,262	4,381,080	63,256

LIABILITIES, SURPLUS AND OTHER FUNDS

		1 Current Year	2 Prior Year
1.	Aggregate reserve for life contracts $ 2,271,719,234 (Exh. 5, Line 9999999) less $ .... included in Line 6.3 (including $ .... Modco Reserve)	2,271,719,234	2,206,016,877
2.	Aggregate reserve for accident and health contracts (including $ .... Modco Reserve)	54,520,696	36,485,912
3.	Liability for deposit-type contracts (Exhibit 7, Line 14, Col. 1) (including $ .... Modco Reserve)	7,721,086	4,883,234
4.	Contract claims:		
	4.1 Life (Exhibit 8, Part 1, Line 4.4, Col. 1 less sum of Cols. 9, 10 and 11)	46,926,874	31,180,844
	4.2 Accident and health (Exhibit 8, Part 1, Line 4.4, sum of Cols. 9, 10 and 11)	6,244,967	4,178,480
5.	Policyholders' dividends/refunds to members $ .... and coupons $ .... due and unpaid (Exhibit 4, Line 10)		0
6.	Provision for policyholders' dividends, refunds to members and coupons payable in following calendar year - estimated amounts:		
	6.1 Policyholders' dividends and refunds to members apportioned for payment (including $ .... Modco)		
	6.2 Policyholders' dividends and refunds to members not yet apportioned (including $ .... Modco)		
	6.3 Coupons and similar benefits (including $ .... Modco)		
7.	Amount provisionally held for deferred dividend policies not included in Line 6		
8.	Premiums and annuity considerations for life and accident and health contracts received in advance less $ .... discount; including $ 0 accident and health premiums (Exhibit 1, Part 1, Col. 1, sum of lines 4 and 14)		0
9.	Contract liabilities not included elsewhere:		
	9.1 Surrender values on canceled contracts		
	9.2 Provision for experience rating refunds, including the liability of $ .... accident and health experience rating refunds of which $ 0 is for medical loss ratio rebate per the Public Health Service Act		
	9.3 Other amounts payable on reinsurance, including $ .... assumed and $ .... ceded	0	0
	9.4 Interest maintenance reserve (IMR, Line 6)	0	0
10.	Commissions to agents due or accrued-life and annuity contracts $ 25,330,978 accident and health $ 17,917 and deposit-type contract funds $	25,348,895	33,482,464
11.	Commissions and expense allowances payable on reinsurance assumed		
12.	General expenses due or accrued (Exhibit 2, Line 12, Col. 7)	3,867,563	2,393,666
13.	Transfers to Separate Accounts due or accrued (net) (including $ (367,065,798) accrued for expense allowances recognized in reserves, net of reinsured allowances)	(223,663,016)	(307,190,303)
14.	Taxes, licenses and fees due or accrued, excluding federal income taxes (Exhibit 3, Line 9, Col. 6)	6,226,809	8,790,918
15.1	Current federal and foreign income taxes, including $ 0 on realized capital gains (losses)	1,677,140	1,439,957
15.2	Net deferred tax liability		
16.	Unearned investment income		
17.	Amounts withheld or retained by reporting entity as agent or trustee	2,811,510	2,869,962
18.	Amounts held for agents' account, including $ .... agents' credit balances		
19.	Remittances and items not allocated	1,817,907	15,777,036
20.	Net adjustment in assets and liabilities due to foreign exchange rates		
21.	Liability for benefits for employees and agents if not included above		
22.	Borrowed money $ .... and interest thereon $		
23.	Dividends to stockholders declared and unpaid		
24.	Miscellaneous liabilities:		
	24.01 Asset valuation reserve (AVR, Line 16, Col. 7)	16,887,856	15,645,508
	24.02 Reinsurance in unauthorized and certified ($ 0) companies	0	0
	24.03 Funds held under reinsurance treaties with unauthorized and certified ($ ....) reinsurers		
	24.04 Payable to parent, subsidiaries and affiliates	37,152,828	17,427,285
	24.05 Drafts outstanding		
	24.06 Liability for amounts held under uninsured plans		
	24.07 Funds held under coinsurance		
	24.08 Derivatives		0
	24.09 Payable for securities	4,135,763	
	24.10 Payable for securities lending		
	24.11 Capital notes $ .... and interest thereon $		
25.	Aggregate write-ins for liabilities	5,215,427	5,151,001
26.	Total liabilities excluding Separate Accounts business (Lines 1 to 25)	2,268,611,539	2,078,532,841
27.	From Separate Accounts Statement	4,097,117,551	3,840,689,663
28.	Total liabilities (Lines 26 and 27)	6,365,729,090	5,919,222,504
29.	Common capital stock	2,500,000	2,500,000
30.	Preferred capital stock	0	
31.	Aggregate write-ins for other than special surplus funds	0	0
32.	Surplus notes		0
33.	Gross paid in and contributed surplus (Page 3, Line 33, Col. 2 plus Page 4, Line 51.1, Col. 1)	834,648,867	684,648,867
34.	Aggregate write-ins for special surplus funds	0	0
35.	Unassigned funds (surplus)	(434,273,209)	(364,352,699)
36.	Less treasury stock, at cost:		
	36.1 .... shares common (value included in Line 29 $ ....)		
	36.2 .... shares preferred (value included in Line 30 $ ....)		
37.	Surplus (Total Lines 31+32+33+34+35-36) (including $ 20,109,047 in Separate Accounts Statement)	400,375,658	320,296,168
38.	Totals of Lines 29, 30 and 37 (Page 4, Line 55)	402,875,658	322,796,168
39.	Totals of Lines 28 and 38 (Page 2, Line 28, Col. 3)	6,768,604,748	6,242,018,672
	DETAILS OF WRITE-INS		
2501.	Miscellaneous liabilities	5,215,427	5,151,001
2502.			
2503.			
2598.	Summary of remaining write-ins for Line 25 from overflow page	0	0
2599.	Totals (Lines 2501 thru 2503 plus 2598)(Line 25 above)	5,215,427	5,151,001
3101.			
3102.			0
3103.			
3198.	Summary of remaining write-ins for Line 31 from overflow page	0	0
3199.	Totals (Lines 3101 thru 3103 plus 3198)(Line 31 above)	0	0
3401.			0
3402.			0
3403.			0
3498.	Summary of remaining write-ins for Line 34 from overflow page	0	0
3499.	Totals (Lines 3401 thru 3403 plus 3498)(Line 34 above)	0	0

ASSETS

		Current Year			Prior Year
		1 Assets	2 Nonadmitted Assets	3 Net Admitted Assets (Cols. 1 - 2)	4 Net Admitted Assets
1.	Bonds (Schedule D)	2,668,923,004		2,668,923,004	2,085,819,328
2.	Stocks (Schedule D):				
	2.1 Preferred stocks	19,133,640		19,133,640	19,353,509
	2.2 Common stocks	1,023,500		1,023,500	1,023,500
3.	Mortgage loans on real estate (Schedule B):				
	3.1 First liens	68,350,000		68,350,000	17,000,000
	3.2 Other than first liens	0		0	0
4.	Real estate (Schedule A):				
	4.1 Properties occupied by the company (less $ encumbrances)			0	0
	4.2 Properties held for the production of income (less $ encumbrances)			0	0
	4.3 Properties held for sale (less $ encumbrances)			0	0
5.	Cash ($ 138,009,724 , Schedule E - Part 1), cash equivalents ($ 391,109,607 , Schedule E - Part 2) and short-term investments ($ 0 , Schedule DA)	529,119,331		529,119,331	190,078,344
6.	Contract loans (including $ premium notes)	172,090,494	555,683	171,534,811	141,718,613
7.	Derivatives (Schedule DB)	1,100,981,928		1,100,981,928	47,567,926
8.	Other invested assets (Schedule BA)	3,305,234		3,305,234	0
9.	Receivables for securities	514,085		514,085	601,553
10.	Securities lending reinvested collateral assets (Schedule DL)	6,221,953		6,221,953	0
11.	Aggregate write-ins for invested assets	0	0	0	48,870
12.	Subtotals, cash and invested assets (Lines 1 to 11)	4,569,663,169	555,683	4,569,107,486	2,503,211,643
13.	Title plants less $ charged off (for Title insurers only)			0	0
14.	Investment income due and accrued	26,669,135		26,669,135	21,371,772
15.	Premiums and considerations:				
	15.1 Uncollected premiums and agents' balances in the course of collection	(7,473,743)		(7,473,743)	(6,999,228)
	15.2 Deferred premiums, agents' balances and installments booked but deferred and not yet due (including $ earned but unbilled premiums)			0	0
	15.3 Accrued retrospective premiums ($) and contracts subject to redetermination ($)			0	0
16.	Reinsurance:				
	16.1 Amounts recoverable from reinsurers	8,081,220		8,081,220	3,613,963
	16.2 Funds held by or deposited with reinsured companies	12,406,126,704		12,406,126,704	0
	16.3 Other amounts receivable under reinsurance contracts	704,487		704,487	699,001
17.	Amounts receivable relating to uninsured plans			0	0
18.1	Current federal and foreign income tax recoverable and interest thereon	0		0	0
18.2	Net deferred tax asset	108,432,022	72,377,353	36,054,669	25,462,541
19.	Guaranty funds receivable or on deposit	876,897		876,897	547,880
20.	Electronic data processing equipment and software	0		0	0
21.	Furniture and equipment, including health care delivery assets ($)	0		0	0
22.	Net adjustment in assets and liabilities due to foreign exchange rates	0		0	0
23.	Receivables from parent, subsidiaries and affiliates	63,475,494		63,475,494	99,089,498
24.	Health care ($) and other amounts receivable	0		0	0
25.	Aggregate write-ins for other than invested assets	667,209,008	551,794	666,657,214	4,381,080
26.	Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts (Lines 12 to 25)	17,843,764,393	73,484,830	17,770,279,563	2,651,378,150
27.	From Separate Accounts, Segregated Accounts and Protected Cell Accounts	14,720,800,295		14,720,800,295	4,117,226,598
28.	Total (Lines 26 and 27)	32,564,564,688	73,484,830	32,491,079,858	6,768,604,748
	DETAILS OF WRITE-INS				
1101.	Miscellaneous invested assets			0	48,870
1102.					
1103.					
1198.	Summary of remaining write-ins for Line 11 from overflow page	0	0	0	0
1199.	Totals (Lines 1101 thru 1103 plus 1198)(Line 11 above)	0	0	0	48,870
2501.	Miscellaneous Assets	563,319		563,319	101,527
2502.	Other assets non-admitted	551,794	551,794	0	0
2503.	Admitted Disallowed IMR	40,012,363		40,012,363	0
2598.	Summary of remaining write-ins for Line 25 from overflow page	626,081,532	0	626,081,532	4,279,553
2599.	Totals (Lines 2501 thru 2503 plus 2598)(Line 25 above)	667,209,008	551,794	666,657,214	4,381,080

LIABILITIES, SURPLUS AND OTHER FUNDS

	1 Current Year	2 Prior Year
1. Aggregate reserve for life contracts $ 14,196,653,932 (Exh. 5, Line 9999999) less $ included in Line 6.3 (including $ Modco Reserve)	14,196,653,932	2,271,719,234
2. Aggregate reserve for accident and health contracts (including $ Modco Reserve)	71,461,296	54,520,696
3. Liability for deposit-type contracts (Exhibit 7, Line 14, Col. 1) (including $ Modco Reserve)	13,425,596	7,721,086
4. Contract claims:		
4.1 Life (Exhibit 8, Part 1, Line 4.4, Col. 1 less Col. 6)	148,595,984	46,926,874
4.2 Accident and health (Exhibit 8, Part 1, Line 4.4, Col. 6)	9,906,468	6,244,967
5. Policyholders' dividends/refunds to members $ and coupons $ due and unpaid (Exhibit 4, Line 10)	0	
6. Provision for policyholders' dividends, refunds to members and coupons payable in following calendar year - estimated amounts:		
6.1 Policyholders' dividends and refunds to members apportioned for payment (including $ Modco)		
6.2 Policyholders' dividends and refunds to members not yet apportioned (including $ Modco)		
6.3 Coupons and similar benefits (including $ Modco)		
7. Amount provisionally held for deferred dividend policies not included in Line 6		
8. Premiums and annuity considerations for life and accident and health contracts received in advance less $ discount; including $ 0 accident and health premiums (Exhibit 1, Part 1, Col. 1, sum of lines 4 and 14)	0	
9. Contract liabilities not included elsewhere:		
9.1 Surrender values on canceled contracts		
9.2 Provision for experience rating refunds, including the liability of $ accident and health experience rating refunds of which $ 0 is for medical loss ratio rebate per the Public Health Service Act		
9.3 Other amounts payable on reinsurance, including $ assumed and $ ceded	0	0
9.4 Interest maintenance reserve (IMR, Line 6)	0	0
10. Commissions to agents due or accrued-life and annuity contracts $ 54,725,279 accident and health $ 987 and deposit-type contract funds $	54,726,266	25,348,895
11. Commissions and expense allowances payable on reinsurance assumed	0	
12. General expenses due or accrued (Exhibit 2, Line 12, Col. 7)	4,145,906	3,867,563
13. Transfers to Separate Accounts due or accrued (net) (including $ (3,262,025,880) accrued for expense allowances recognized in reserves, net of reinsured allowances)	(2,861,649,158)	(223,663,016)
14. Taxes, licenses and fees due or accrued, excluding federal income taxes (Exhibit 3, Line 9, Col. 6)	6,544,860	6,226,809
15.1 Current federal and foreign income taxes, including $ on realized capital gains (losses)	791,289,089	1,677,140
15.2 Net deferred tax liability		
16. Unearned investment income		
17. Amounts withheld or retained by reporting entity as agent or trustee	778,392,425	2,811,510
18. Amounts held for agents' account, including $ agents' credit balances		
19. Remittances and items not allocated	18,111,758	1,817,907
20. Net adjustment in assets and liabilities due to foreign exchange rates		
21. Liability for benefits for employees and agents if not included above		
22. Borrowed money $ and interest thereon $		
23. Dividends to stockholders declared and unpaid		
24. Miscellaneous liabilities:		
24.01 Asset valuation reserve (AVR, Line 16, Col. 7)	33,939,128	16,887,856
24.02 Reinsurance in unauthorized and certified ($ 0) companies	566,397	0
24.03 Funds held under reinsurance treaties with unauthorized and certified ($) reinsurers	0	
24.04 Payable to parent, subsidiaries and affiliates	5,832,159	37,152,828
24.05 Drafts outstanding	0	
24.06 Liability for amounts held under uninsured plans	0	
24.07 Funds held under coinsurance	0	
24.08 Derivatives	0	
24.09 Payable for securities	27,359,705	4,135,763
24.10 Payable for securities lending	6,221,953	
24.11 Capital notes $ and interest thereon $	0	
25. Aggregate write-ins for liabilities	62,558,578	5,215,427
26. Total liabilities excluding Separate Accounts business (Lines 1 to 25)	13,368,082,342	2,268,611,539
27. From Separate Accounts Statement	14,714,506,291	4,097,117,551
28. Total liabilities (Lines 26 and 27)	28,082,588,633	6,365,729,090
29. Common capital stock	2,500,000	2,500,000
30. Preferred capital stock	0	0
31. Aggregate write-ins for other than special surplus funds	0	0
32. Surplus notes		
33. Gross paid in and contributed surplus (Page 3, Line 33, Col. 2 plus Page 4, Line 51.1, Col. 1)	1,884,648,867	834,648,867
34. Aggregate write-ins for special surplus funds	663,042,162	0
35. Unassigned funds (surplus)	1,858,300,196	(434,273,209)
36. Less treasury stock, at cost:		
36.1 shares common (value included in Line 29 $)		
36.2 shares preferred (value included in Line 30 $)		
37. Surplus (Total Lines 31+32+33+34+35-36) (including $ 6,294,004 in Separate Accounts Statement)	4,405,991,225	400,375,658
38. Totals of Lines 29, 30 and 37 (Page 4, Line 55)	4,408,491,225	402,875,658
39. Totals of Lines 28 and 38 (Page 2, Line 28, Col. 3)	32,491,079,858	6,768,604,748
DETAILS OF WRITE-INS		
2501. Miscellaneous liabilities	4,415,281	5,215,427
2502. Deferred Gain on reinsurance	58,143,297	
2503.		
2598. Summary of remaining write-ins for Line 25 from overflow page	0	0
2599. Totals (Lines 2501 thru 2503 plus 2598)(Line 25 above)	62,558,578	5,215,427
3101.		0
3102.		0
3103.		
3198. Summary of remaining write-ins for Line 31 from overflow page	0	0
3199. Totals (Lines 3101 thru 3103 plus 3198)(Line 31 above)	0	0
3401. Admitted Disallowed IMR	41,706,950	0
3402. VA Derivatives (SSAP 108) Permitted Practice	621,335,212	0
3403.		0
3498. Summary of remaining write-ins for Line 34 from overflow page	0	0
3499. Totals (Lines 3401 thru 3403 plus 3498)(Line 34 above)	663,042,162	0

Equitable Financial Life Insurance Company of America

Supplement dated May 1, 2024 to the current variable annuity, variable and index-linked annuity, and/or variable and fixed maturity options annuity prospectuses listed below

This Supplement provides important information regarding an assumption reinsurance transaction (the "Program") between Equitable Financial Life Insurance Company of America ("EFLOA", the "Company" or "we") and Equitable Financial Life Insurance Company ("EFLIC"). Pursuant to the Program, certain EFLIC variable annuity, variable and index-linked annuity, and/or variable and fixed maturity options annuity contracts (each an "EFLIC Contract" and collectively, the "EFLIC Contracts") will be exchanged for identical EFLOA variable annuity, variable and index-linked annuity, and/or variable and fixed maturity options annuity contracts (each an "EFLOA Contract" and collectively, the "EFLOA Contracts"). The exchanges are subject to contract owner consent in applicable states. Please read this Supplement carefully and retain it for future reference.

Under the Program, EFLIC and EFLOA have entered into an assumption reinsurance transaction where EFLIC will transfer its insurance obligations and risks under its contracts to EFLOA by exchanging each EFLIC Contract with an identical EFLOA Contract. EFLOA and EFLIC have received all necessary regulatory approvals for this Program. As explained in more detail below, depending on which state the EFLIC Contract was issued in, contract owners may have the option to exchange (either through an opt-in or opt-out process) the EFLIC Contract for an EFLOA Contract. The exchanges will be accomplished by issuing a Certificate of Assumption which will state that EFLOA has assumed liability for your EFLIC Contract and that all references to EFLIC in the EFLIC Contract are changed to EFLOA. The Certificate of Assumption will further state that EFLOA has assumed all rights and duties under the express terms of your EFLIC Contract and that EFLIC no longer has any obligations to you. Except for the substitution of EFLOA for EFLIC as your insurer and moving from an EFLIC separate account to an EFLOA separate account, the terms of your contract will not change because of the Program. This means, the new EFLOA Contract will be identical to your EFLIC Contract except that EFLOA will be the issuer and administrator of your EFLOA Contract. There will be no charges assessed against you if your EFLIC Contract is exchanged for an EFLOA Contract including sales charges and the exchange will be made at relative net asset value. If your EFLIC Contract is exchanged for an EFLOA Contract, it will be for the same contract class and with the same optional benefits, if any. Partial exchanges are not permitted. If your EFLIC Contract is not exchanged for an EFLOA Contract, your EFLIC Contract will continue unchanged and there will be no penalty for not exchanging.

Depending on which state your EFLIC Contract was issued in, you may have to affirmatively consent to or have the right to opt-out of the exchange. In a separate letter (discussed below), we will advise you which of the following consent processes applies to your EFLIC contract (based on the state it was issued in):

- In certain states, you must affirmatively consent to the exchange ("opt-in process").
- In certain states, you will be deemed to have elected the exchange if you do not exercise your right to opt out within a specified period ("opt-out process").
- In certain states, your EFLIC Contract will be exchanged for an EFLOA Contract automatically without any action by you ("automatic process").

Please note, in a majority of states, you will not be required to take any additional steps or provide affirmative consent before your EFLIC Contract is exchanged for an EFLOA Contract.

In connection with the Program, in addition to this Supplement you are also receiving:

- instructions describing what steps or consent are needed before your EFLIC Contract is exchanged for an EFLOA Contract; and
- an EFLOA Contract prospectus(es).

The letter with instructions advising what "process" applies (i.e., whether you are in an opt-in process state, opt-out process state or automatic process state), will also contain any timelines or deadlines that are applicable. **Please note, exchanges under the Program may continue to occur for several years**. We reserve the right to extend or terminate the Program without notice.

Important Considerations

If your EFLIC Contract is exchanged for an EFLOA Contract:

- Your EFLIC Contract will terminate and EFLIC will have no further obligation to you for the benefits under your EFLIC Contract.
- You will receive a Certificate of Assumption that will endorse your EFLIC Contract and convert it into your new EFLOA Contract. EFLOA will be solely responsible to you for the benefits under your EFLOA Contract.

- The Account Value in your EFLIC Contract will be transferred to your EFLOA Contract without any change in value and there will be no interruption to your investments because of the exchange.
- At the time of the exchange, the same investment options available under your EFLIC Contract will be available for investment under your EFLOA Contract. Any investment restrictions applicable under your EFLIC Contract will continue to apply under your EFLOA Contract.
- Your death benefit and any optional benefit(s) under your EFLOA Contract immediately after the exchange will be the same as your death benefit and any optional benefit(s) under your EFLIC Contract immediately before the exchange and will continue to be calculated in the same way.
- You will receive credit for the time your contributions were invested in your EFLIC Contract for purposes of determining whether a withdrawal charge, if applicable, applies under your EFLOA Contract.
- We will not assess any charges against you because of the exchange.

Tax Matters

There should be no adverse tax consequences to contract owners because of the Program between EFLIC and EFLOA or the exchange of an EFLIC Contract for an EFLOA Contract. Notwithstanding, we recommend that you consult your tax advisor.

More Information

If you have any questions regarding the Program, please contact your financial representative or call the customer service center at 855-433-4015. Written inquiries may be mailed to:

Equitable Financial Life Insurance Company
8501 IBM Drive, Suite 150
Charlotte, NC 28262-4333

Variable Annuity, Variable and Index-Linked Annuity, and/or Variable and Fixed Maturity Options Annuity List

Structured Capital Strategies®	Retirement Cornerstone® Series
Structured Capital Strategies® 16	Retirement Cornerstone® Series 12.0
Structured Capital Strategies® Income	Retirement Cornerstone® Series 13.0
Structured Capital Strategies® PLUS	Retirement Cornerstone® Series 15.0
Structured Capital Strategies PLUS® 21	Retirement Cornerstone® Series 15A
Structured Capital Strategies® PLUS Guard℠	Retirement Cornerstone® Series 15B
Structured Investment Option for Investment Edge® 21.0	Retirement Cornerstone® Series 17
Investment Edge® 15.0	Retirement Cornerstone® Series 17 Series E
Investment Edge® 21.0	Retirement Cornerstone® Series 19
EQUI-VEST® Employer-Sponsored Retirement Plans	Retirement Cornerstone® Series 19 Series E
EQUI-VEST® (Series 100-500)	EQUI-VEST® (Series 201)
EQUI-VEST® Express℠ (Series 700)	EQUI-VEST® Express℠ (Series 701)
EQUI-VEST® (Series 800)	EQUI-VEST® (Series 801)
EQUI-VEST® Strategies (Series 900)	EQUI-VEST® Strategies (Series 901)
Structured Investment Option for EQUI-VEST Contracts	Fixed Maturity Options Available Under Certain Active EQUI-VEST® Contracts

EQUITABLE

EQUI-VEST®

(Series 100-400)

Employer-Sponsored Retirement Plans

May 1, 2024

Issued by Equitable Financial Life Insurance Company of America.

EQUI-VEST®

Equitable Financial Life Insurance Company of America
Issued through: Variable Account AA

Summary Prospectus for New Investors
May 1, 2024

This summary prospectus (the "Summary Prospectus") summarizes key features of the contract. Before you invest, you should also review the statutory prospectus (the "Prospectus") for the contract, which contains more information about the contract's features, benefits, and risks. You can find this document and other information about the contract online at www.equitable.com/ICSR#EQH146649. You can also obtain this information at no cost by calling 1-877-522-5035, by sending an email request to EquitableFunds@dfinsolutions.com, or by calling your financial intermediary.

The EQUI-VEST® contracts are variable and fixed group and individual flexible premium deferred annuity contracts offered as a funding vehicle for employers' sponsored retirement plans. This Summary Prospectus only describes EQUI-VEST®. The contracts provide for the accumulation of retirement savings and for income. The contracts offer income and death benefit protection as well. They also offer a number of payout options.

You invest to accumulate value on a tax-deferred basis in one or more of our variable investment options and our guaranteed interest option or in our fixed maturity options (collectively, the "investment options"). See Appendix "Portfolio Companies available under the contract" in the prospectus. Series 100 and Series 200 TSA and EDC contract holders only may also invest in the Segments of the Structured Investment Option ("SIO"). The SIO gives you the opportunity to earn interest that we will credit based, in part, on the performance of an external index over a set period of time, although you could experience a negative return and a significant loss of principal and previously credited interest. Participants should carefully read the accompanying SIO prospectus and the Fixed Maturity Options Available Under Certain EQUI-VEST Contracts prospectus (the "FMO prospectus") for more information.

You may cancel your contract within 10 days of receiving it without paying fees or penalties although if you invest in the Structured Investment Option the Segment Interim Value will apply. In some states, this cancellation period may be longer. Upon cancellation, you will receive either a full refund of the amount you paid with your application or your account value. You should review the prospectus, or consult with your investment professional, for additional information about the specific cancellation terms that apply.

We reserve the right to stop accepting any application or contribution from you at any time, including after you purchase the contract. If you have one or more guaranteed benefits and we exercise our right to discontinue the acceptance of, and/or place additional limitations on, contributions to the contract, you may no longer be able to fund your guaranteed benefit(s). This means that if you have already funded your guaranteed benefits, you may no longer be able to increase your guaranteed benefits.

Additional information about certain investment products, including variable annuities, has been prepared by the Securities and Exchange Commission's staff and is available at Investor.gov.

Important information you should consider about the contract

FEES AND EXPENSES	
Charges for Early Withdrawals	If you surrender your contract, apply your cash value to a non-life contingent annuity payment option, or withdraw money from the contract within 12 years following your last contribution, you will be assessed a withdrawal charge of up to 6% of account value withdrawn or contributions withdrawn. For example, if you make a withdrawal in the first year, you could pay a withdrawal charge of up to $6,000 on a $100,000 investment. There is an interim value adjustment for amounts withdrawn from a Segment of the SIO before Segment maturity which could result in up to a 90% loss of the Segment Investment. See the SIO prospectus for more information. If amounts are withdrawn from a fixed maturity option before the maturity date, there will be a market value adjustment which could greatly reduce the value in your fixed maturity option. See the FMO prospectus for more information. For additional information about the charges for surrenders and early withdrawals see "Withdrawal charge" in "Charges under the contracts" under "Charges and expenses" in the prospectus.
Transaction Charges	In addition to withdrawal charges, you may also be charged for other transactions (including loans and for special requests such as wire transfers, express mail, duplicate contracts, preparing checks or, third-party transfers or exchanges). For additional information about transaction charges see "Charges under the contracts" in "Charges and expenses" in the prospectus.
Ongoing Fees and Expenses (annual charges)	The contract provides for different ongoing fees and expenses. The table below describes the fees and expenses that you may pay each year under the contract, depending on the options you choose. Please refer to your contract specifications page of your certificate for information about the specific fees you will pay each year based on the options you have elected.

Annual Fee	Minimum	Maximum
Base Contracts(1)	1.34%	2.00%
Investment options (Portfolio fees and expenses)(2)	0.57%	2.65%

(1) Expressed as an annual percent of daily net assets in the variable investment options.

(2) Expressed as an annual percentage of daily net assets in the Portfolio. This range is for the year ended December 31, 2023 and could change from year to year.

Because your contract is customizable, the choices you make affect how much you will pay. To help you understand the cost of owning your contract, the following table shows the lowest and highest cost you could pay each year, based on current charges. This estimate assumes that you do not take withdrawals from the contract, **which could add withdrawal charges that substantially increase costs.**

Lowest Annual Cost $1,762	Highest Annual Cost $3,788
Assumes: • Investment of $100,000 • 5% annual appreciation • Least expensive combination of contract and Portfolio fees and expenses • No optional benefits • No sales charges • No additional contributions, transfers, loans or withdrawals	Assumes: • Investment of $100,000 • 5% annual appreciation • Most expensive combination of contract (Series 400), optional benefits and Portfolio fees and expenses • No sales charges • No additional contributions, transfers, loans or withdrawals

For additional information about ongoing fees and expenses see "Fee table" in the prospectus.

RISKS	
Risk of Loss	The contract is subject to the risk of loss. You could lose some or all of your account value. For additional information about the risk of loss see "Principal risks of investing in the contract" in the prospectus.
Not a Short-Term Investment	The contract is not a short-term investment and is not appropriate for an investor who needs ready access to cash because the contract is designed to provide for the accumulation of retirement savings and income on a long-term basis. As such, you should not use the contract as a short-term investment or savings vehicle. A withdrawal charge may apply in certain circumstances and any withdrawals may also be subject to federal and state income taxes and tax penalties. For additional information about the investment profile of the contract see "Fee table" in the prospectus.
Risks Associated with Investment Options	An investment in the contract is subject to the risk of poor investment performance and can vary depending on the performance of the variable investment options available under the contract, (e.g., the Portfolios). Each investment option, including the guaranteed interest option, fixed maturity options and Segments of the SIO, has its own unique risks. You should review the investment options available under the contract before making an investment decision. For additional information about the risks associated with investment options see "Variable investment options," "Guaranteed interest option" and "Portfolios of the Trusts" in "Purchasing the contract" in the prospectus, as well as, "Risk factors" in the SIO prospectus and FMO prospectus. See also Appendix "Portfolio Companies available under the contract" in the prospectus.
Insurance Company Risks	An investment in the contract is subject to the risks related to the Company. The Company is solely responsible to the contract owner for the contract's account value and the optional benefits. The general obligations, including the guaranteed interest option, fixed maturity options, SIO, and any optional benefits under the contract are supported by our general account and are subject to our claims paying ability. An owner should look solely to our financial strength for our claims-paying ability. More information about the Company, including our financial strength ratings, may be obtained at www.equitable.com/about-us/financial-strength-ratings. For additional information about insurance company risks see "About the general account" in "More information" in the prospectus.
RESTRICTIONS	
Investments	We may, at any time, exercise our rights to limit or terminate your contributions, allocations and transfers to any of the variable investment options and to limit the number of variable investment options which you may select. Such rights include, among others, combining any two or more variable investment options and transferring the account value from any variable investment option to another variable investment option. There are limits on contributions and transfers into and out of the guaranteed interest option, and restrictions or limitations with the DCA programs. See "Allocating your contributions" in "Purchasing the contract" and "Transferring your account value" in "Transferring your money among investment options" in the prospectus for more information. For more information see "About the Separate Account" in "More information" in the prospectus. For additional information about the investment options, including information regarding volatility management strategies and techniques, see "Portfolios of the Trusts" in "Purchasing the contract" in the prospectus. See also the SIO prospectus and the FMO prospectus.
Optional Benefits	At any time, we have the right to limit or terminate your contributions, allocations and transfers to any of the investment options. Withdrawals may reduce the death benefit by an amount greater than the value withdrawn. Not all employer plans will offer loans. Loans are subject to restrictions under federal tax rules and ERISA. Automated transfer programs, including dollar cost averaging and asset rebalancing, are not available if you elect Semester Strategies for Series 100 and Series 200 TSA and EDC contracts only. For additional information about the optional benefits see "Benefits available under the contract" in the prospectus.

TAXES	
Tax Implications	You should consult with a tax professional to determine the tax implications of an investment in, and payments received under, the contract. There is no additional tax benefit to you if the contract is purchased through a tax-qualified plan or individual retirement account (IRA). Withdrawals will be subject to ordinary income tax and may be subject to tax penalties. Generally, you are not taxed until you make a withdrawal from the contract. For more information, see "Tax information" in the prospectus.
CONFLICTS OF INTEREST	
Investment Professional Compensation	Some financial professionals may receive compensation for selling the contract to you, both in the form of commissions or in the form of contribution-based compensation. Financial professionals may also receive additional compensation for enhanced marketing opportunities and other services (commonly referred to as "marketing allowances"). This conflict of interest may influence the financial professional to recommend this contract over another investment. For additional information about compensation to financial professionals see "Distribution of the contracts" in "More information" in the prospectus.
Exchanges	Some financial professionals may have a financial incentive to offer a new contract in place of the one you already own. You should only exchange your contract if you determine, after comparing the features, fees, and risks of both contracts, that it is preferable to purchase the new contract rather than continue to own your existing contract. For additional information about exchanges see "Charge for third-party transfer or exchange" in "Charges and expenses" in the prospectus.

Overview of the contract

Purpose of the Contract

The contract is designed to help you accumulate assets through investments in underlying Portfolios, guaranteed interest option, fixed maturity options and the SIO during the accumulation phase. It can provide or supplement your retirement income by providing a stream of income payments during the annuity phase. It also provides a death benefit to protect your beneficiaries. The contract may be appropriate if you have a long-term investment horizon. It is not intended for people who may need to access invested funds within a short-term timeframe or frequently, or who intend to engage in frequent transfers of the underlying Portfolios.

Phases of the Contract

The contract has two phases: an accumulation (savings) phase and an income (annuity) phase.

Accumulation (Savings) Phase

During the accumulation phase, you can allocate your contributions to one or more of the available investment options, which include:

- Variable investment options;
- Guaranteed interest option;
- Fixed maturity options (see the FMO prospectus for more information);
- Segments of the SIO which are index-linked investment options (see the SIO prospectus for more information-for Series 100 and Series 200 TSA and EDC contracts only);
- Rebalancing and Dollar Cost Averaging options; and
- Access to the Optional Semester Strategies program (for Series 100 and Series 200 TSA and EDC contracts only).

For additional information about each underlying Portfolio see Appendix: "Portfolio Companies available under the contract".

Income (Annuity) Phase

You enter the income phase when you annuitize your contract. During the income phase, you will receive a stream of fixed income payments for the annuity payout period of time you elect. You can elect to receive annuity payments (1) for life; (2) for life with a certain minimum number of payments; (3) for life with a certain minimum number of payments to the beneficiary upon the death of the annuitant; or (4) for life with a certain amount of payment. Please note that when you annuitize, your investments are converted to income payments and you will no longer be able to make any additional withdrawals from your contract. All accumulation phase benefits terminate upon annuitization and the contract has a maximum annuity commencement date.

Contract Features

The contract provides for the accumulation of retirement savings and income. The contract offers income, death benefit protection and offers various payout options.

Access to Your Money

During the accumulation phase you can take withdrawals from your contract. Withdrawals will reduce your account value and may be subject to withdrawal charges, income taxes and a tax penalty. Withdrawals may also reduce your death benefit (possibly on a greater than dollar-for-dollar basis).

Death Benefit

Your contract provides a minimum death benefit that pays your beneficiaries an amount equal to at least your contributions less adjusted withdrawals, outstanding loan balances and accrued interest.

Rebalancing and Dollar Cost Averaging

You can elect to have your account value automatically rebalanced at no additional charge. We offer two rebalancing programs that you can use to automatically reallocate your value among your variable investment options and the guaranteed interest option. You can also elect to allocate your investments using a dollar cost averaging program at no additional charge. Generally, you may not elect both a dollar cost averaging program and a rebalancing option.

Contract Loans

Depending on the terms of your contract, you may be permitted to take loans from your account value. If you take a loan we charge interest on the loan.

Benefits available under the contract

Summary of Benefits

The following tables summarize important information about the benefits available under the contract.

Death Benefits

This death benefit is available during the accumulation phase:

Name of Benefit	Purpose	Standard/ Optional	Annual Fee Max	Annual Fee Current	Brief Description of Restrictions/ Limitations
Death Benefit	Guarantees beneficiaries will receive a benefit at least equal to your contributions less adjusted withdrawals and the amounts of any outstanding loans and accrued interest.	Standard	No Additional Charge		• Withdrawals could significantly reduce or terminate benefit

Other Benefits

These other benefits are available during the accumulation phase:

Name of Benefit	Purpose	Standard/ Optional	Annual Fee Max	Annual Fee Current	Brief Description of Restrictions/ Limitations
Rebalancing Option I[1] and Option II[2]	Periodically rebalance to your desired asset mix.	Optional	No Charge		• Not generally available with Dollar Cost Averaging
Dollar Cost Averaging	Transfer account value to selected investment options on a regular basis to potentially reduce the impact of market volatility.	Optional	No Charge		• Not generally available with Rebalancing
Investment Simplifier	Allows you to automatically transfer amounts from the guaranteed interest option to the variable investment options.	Optional	No Charge		• Not generally available with Rebalancing
Semester Strategies program (Series 100 and Series 200 TSA and EDC contracts only)	We offer access to account services through SWBC Investment Advisory Services LLC ("SWBC"), an unaffiliated third party. SWBC is an independent registered investment advisory firm that assists retirement plan participants with investment advisory services, including model portfolio services.	Optional	No Charge		• To participate in the Program, you are required to use the Maximum investment options choice method • Not available with Dollar Cost Averaging or Rebalancing
Participant Loans (Applicable to TSA, governmental employer EDC and Corporate Trusted contracts only)	Loans may be available to plan participants.	Optional	2%; calculated as a percentage of the outstanding loan amount		• Not all employer plans will offer loans • Loans are subject to restrictions under federal tax laws and ERISA

(1) Option I allows you to rebalance your account value among the variable investment options.

(2) Option II allows you to rebalance your account value among the variable investment options and the guaranteed interest option.

Buying the Contract

You may purchase a contract by making payments to us that we call "contributions." We can refuse to accept an application from you or any contribution from you at any time, including after you purchase the contract. We require a minimum contribution amount for each type of contract purchased. Maximum contribution limitations also apply.

Minimum initial and subsequent contribution amounts

The minimum initial contribution is generally $20 for each type of contract. Subsequent contributions are allowed up to a certain maximum contribution limit.

Limitations on contributions to the contract

We reserve the right to refuse to accept any contribution under the contract at any time or change our contribution limits and requirements. This means that if you have one or more Guaranteed benefits and we exercise our right to discontinue the acceptance of contributions to the contract you may no longer be able to fund your Guaranteed benefits. This means that you may no longer be able to increase your Guaranteed benefits.

When initial and subsequent contributions are credited

Initial Contribution

For certain SEP and KEOGH plans, additional contributions may be made by our automatic investment program. The methods of payment are discussed in detail in "About other methods of payment" in "More information" in the prospectus.

For certain employer-remitted salary reduction contracts, it is possible that we may receive your initial contribution prior to Equitable Advisors, LLC (Equitable Financial Advisors in Michigan and Tennessee), ("Equitable Advisors") receiving your application. In this case, we will hold the contribution, whether received via check or wire, in a non-interest bearing "Special Bank Account for the Exclusive Benefit of Customers." If Equitable Advisors does not receive your application within 20 business days, we will return your contribution to your employer or its designee.

If Equitable Advisors receives your application within this timeframe, Equitable Advisors will direct us to continue to hold your contribution in the special bank account noted immediately above while Equitable Advisors ensures that your application is complete and suitability standards are met. Equitable Advisors will either complete this process or instruct us to return your contribution to your employer or its designee within the applicable Financial Industry Regulatory Authority ("FINRA") time requirements. Upon timely and successful completion of this review, Equitable Advisors will instruct us to transfer your contribution into our non-interest bearing suspense account and transmit your application to us, so that we can consider your application for processing.

If your application is in good order when we receive it for application processing purposes, your contribution will be applied within two business days. If any information we require to issue your contract is missing or unclear, we will hold your contribution while we try to obtain this information. If we are unable to obtain all of the information we require within five business days after we receive an incomplete application or form, we will inform the financial professional submitting the application on your behalf. We will then return the contribution to your employer or its designee, unless you or your financial professional acting on your behalf, specifically direct us to keep your contribution until we receive the required information. The contribution will be applied as of the date we receive the missing information.

Subsequent Contributions

If we receive a subsequent contribution before the close of the NYSE (typically 4:00 pm eastern), we will credit that contribution that day. If we receive your subsequent contribution after the close of the NYSE, your contribution will be applied the next business day.

Additional limitations on contributions to the contract

Additional limitations on contributions and the source of contributions apply based on the type of contract, such as TSA or EDC contracts. Please see the tables in the "How you can purchase and contribute to your contract" in "Purchasing the Contract" to the prospectus for detailed information. You can obtain the prospectus by calling the number or accessing the website noted on the first page of this summary prospectus.

Making Withdrawals: Accessing the Money in Your Contract

Accessing your money

You have several ways to access your account value before annuity payments begin. Depending on your type of contract, you may generally take partial withdrawals from your contract at any time or, depending on your specific situation, set up an automatic payment plan, a systematic withdrawal plan, a substantially equal withdrawals plan or a lifetime RMD payments plan. Additionally, you may take a loan (if permitted by your Plan) and you may make withdrawals from your Guaranteed Annual Withdrawal Amount (if you funded the Personal Income Benefit feature). You may also surrender your contract to receive its cash value at any time. If we receive a withdrawal or surrender request in good order before the close of the NYSE (typically 4:00 pm eastern), we will process the request that day. If we receive the request after the close of the NYSE, we will process the request on the next business day. We will generally send you the full requested withdrawal amount and deduct any applicable withdrawal charges from account value unless your request otherwise.

Withdrawals will reduce your account value and may be subject to withdrawal charges, income taxes and a tax penalty. Withdrawals may also reduce (possibly on a greater than dollar-for-dollar basis) or terminate any optional guaranteed benefits. Surrenders also may be subject to withdrawal charges, income taxes and a tax penalty if you are younger than 59½.

Please see "Accessing your money" in the prospectus for more information on the ways you may withdraw your account value.

Free withdrawal amount

Each contract year you can withdraw a certain amount from your contract without paying a withdrawal charge.

When to expect payments

Generally, we will fulfill requests for payments out of the variable investment options within seven calendar days after the date of the transaction to which the request relates. These transactions may include applying proceeds to a variable annuity payout option, payment of a death benefit, payment of any amount you withdraw (less any withdrawal charge) and, upon contract termination, payment of the cash value.

Additional Information About Fees

The following tables describe the fees and expenses that you will pay when buying, owning, surrendering or making withdrawals from the contract. Each of the charges and expenses is more fully described in "Charges and expenses" in the prospectus. Please refer to your contract specifications page for information about the specific fees you will pay each year based on the options you have elected.

The first table describes fees and expenses that you will pay at the time that you surrender the contract, or if you make certain withdrawals, transfers or request special services. Charges designed to approximate certain taxes that may be imposed on us, such as premium taxes in your state, may also apply.

Transaction Expenses	
Sales Load Imposed on Purchases	None
Withdrawal Charge (as a percentage of contributions withdrawn)(1)	6.00%
Net Loan Interest Charge(2) (Applicable to TSA, governmental employer EDC and Corporate Trusted contracts only)	2.00%
Transfer Fee	None
Third Party Transfer or Exchange Fee(3)	$65
Special Service Charges(4)	$90
Segment Interim Value (applies for distributions from a Segment of the SIO prior to the Segment Maturity Date)(5)	90% of Segment Investment

(1) The charge percentage is deducted upon a withdrawal of amounts in excess of the 10% free withdrawal amount. Important exceptions and limitations may eliminate or reduce this charge. For a complete description of withdrawal charges, please see "Withdrawal Charge" in "Charges and expenses" in this prospectus. For certain contracts issued in New York, a different maximum withdrawal charge may apply. See Appendix, "State contract availability and/or variations of certain features and benefits" in the prospectus for more information.

(2) In no event will the net loan interest charge exceed 2.00%. We charge interest on loans under your contract but also credit you interest on your loan reserve account. Our net loan interest charge is determined by the excess between the interest rate we charge over the interest rate we credit. See "Loans under TSA, governmental employer EDC and Corporate Trusteed contracts" under "Accessing your money" in the prospectus for more information on how the loan interest is calculated and for restrictions that may apply.

(3) This charge will never exceed 2% of the amount disbursed or transferred.

(4) Unless you specify otherwise, this charge will be deducted from the amount you request. Special service charges include (1) express mail charge; and (2) wire transfer charge. The maximum charge for each service is $90. We may discontinue these services at any time.

(5) The actual amount of the Segment Interim Value calculation is determined by a formula that depends on, among other things, the Segment Buffer and how the Index has performed since the Segment Start Date. The maximum loss would occur if there is a total distribution for a Segment at a time when the Index price has declined to zero. If you surrender or cancel your variable annuity contract, die, transfer or make a withdrawal from a Segment before the Segment Maturity Date, the Segment Buffer will not necessarily apply to the extent it would on the Segment Maturity Date, and any upside performance will be limited to a percentage lower than the Performance Cap Rate. See the SIO prospectus for more information.

The next table describes the fees and expenses that you will pay *each year* during the time that you own the contract (not including Portfolio fees and expenses). If you choose to purchase an optional benefit, you will pay additional charges, as shown below.

Annual Contract Expenses	
Annual Administrative Charge(1)	$65
Base Contract Expenses(2) (as a percentage of daily net assets in the variable investment options):	2.00%

(1) The annual administrative charge is deducted from your account value on each contract date anniversary. The current charge is $30. If the contract is surrendered or annuitized or a death benefit is paid on any date other than the contract date anniversary, we will deduct a pro rata portion of the administrative charge for that year. For series 300 and 400 contracts, during the first two contract years this charge, if it applies, is equal to the lesser of $30 or 2% of your account value, plus any amounts previously withdrawn during the contract year. Thereafter, the charge is $30 for each contract year. For series 100 and 200 contracts, the charge is equal to the lesser of $30 or 2% of your account value, plus any prior withdrawals during the contract year. We may discontinue these services at any time.

(2) The current Base Contract Expenses for Series 100 and 200 are: 1.40% for EQ/Common Stock and EQ/Money Market Options and 1.34% for all other investment options. For Series 300 the current charge is 1.34%. For Series 400 the current charge is 1.34%.

The next item shows the minimum and maximum total operating expenses charged by the underlying Portfolios that you may pay periodically during the time that you own the contract. A complete list of Portfolios available under the contact, including their annual expenses, may be found at the back of this document. See “Appendix: Portfolio Companies available under the contract.” These expenses are for the period ended December 31, 2023, and may fluctuate form year to year.

Annual Portfolio Expenses	Minimum	Maximum
Annual Portfolio Expenses prior to Expense Limitation Arrangement (expenses that are deducted from Portfolio assets including management fees, 12b-1 fees, service fees, and other expenses)*	0.57%	2.65%

* “Annual Portfolio Expenses” may be based, in part, on estimated amounts of such expenses.

Examples

These Examples are intended to help you compare the cost of investing in the contract with the cost of investing in other variable annuity contracts. The costs include transaction expenses, annual contract expenses, and annual Portfolio expenses.

These Examples assume that you invest $100,000 in the contract for the time periods indicated. The Examples also assume that your investment has a 5% return each year and assumes the most expensive combination of annual Portfolio expenses.

Although your actual costs may be higher or lower, based on these assumptions, your costs would be:

EQUI-VEST® series 100 and 200 contracts — For TSA, University TSA, SEP, SARSEP, EDC and Annuitant-Owned HR-10 contracts:

If you surrender your contract or annuitize (under a non-life option) at the end of the applicable time period				If you do not surrender your contract			
1 year	3 years	5 years	10 years	1 year	3 years	5 years	10 years
$9,782	$18,633	$27,599	$47,651	$4,347	$13,126	$22,021	$44,770

EQUI-VEST series 200 Trusteed contracts

If you surrender your contract or annuitize (under a non-life option) at the end of the applicable time period				If you do not surrender your contract			
1 year	3 years	5 years	10 years	1 year	3 years	5 years	10 years
$9,782	$18,633	$27,599	$44,770	$4,347	$13,126	$22,021	$44,770

EQUI-VEST® series 300 contracts

If you surrender your contract or annuitize (under a non-life option) at the end of the applicable time period				If you do not surrender your contract			
1 year	3 years	5 years	10 years	1 year	3 years	5 years	10 years
$9,643	$18,232	$26,958	$43,545	$4,200	$12,701	$21,339	$43,545

EQUI-VEST® series 400 contracts

If you surrender your contract or annuitize (under a non-life option) at the end of the applicable time period				If you do not surrender your contract			
1 year	3 years	5 years	10 years	1 year	3 years	5 years	10 years
$10,289	$20,084	$29,902	$49,084	$4,883	$14,665	$24,470	$49,084

Appendix: Portfolio Companies available under the contract

The following is a list of Portfolio Companies available under the contract. More information about the Portfolio Companies is available in the prospectuses for the Portfolio Companies, which may be amended from time to time and can be found online at www.equitable.com/ICSR#EQH146649. You can request this information at no cost by calling (877) 522-5035 or by sending an email request to EquitableFunds@dfinsolutions.com.

The current expenses and performance information below reflects fee and expenses of the Portfolios, but do not reflect the other fees and expenses that your contract may charge. Expenses would be higher and performance would be lower if these other charges were included. Each Portfolio's past performance is not necessarily an indication of future performance.

Affiliated Portfolio Companies:

TYPE	Portfolio Company - Investment Adviser; *Sub-Adviser(s), as applicable*	Current Expenses	Average Annual Total Returns (as of 12/31/2023)		
			1 year	5 year	10 year
Specialty	1290 VT Convertible Securities — Equitable Investment Management Group, LLC ("EIMG"); *SSGA Funds Management, Inc.*	0.90%^	13.73%	9.37%	6.84%
Equity	1290 VT Equity Income — EIMG; *Barrow, Hanley, Mewhinney & Strauss, LLC d/b/a Barrow Hanley Global Investors*	0.95%^	5.49%	10.25%	7.23%
Specialty	1290 VT GAMCO Mergers & Acquisitions — EIMG; *GAMCO Asset Management, Inc.*	1.29%^	9.53%	4.22%	3.39%
Equity	1290 VT GAMCO Small Company Value — EIMG; *GAMCO Asset Management, Inc.*	1.06%	21.04%	12.82%	7.94%
Fixed Income	1290 VT High Yield Bond — EIMG; *AXA Investment Managers US Inc., Post Advisory Group, LLC*	1.03%^	12.39%	4.73%	3.76%
Equity	1290 VT Small Cap Value — EIMG; *BlackRock Investment Management, LLC, Horizon Kinetics Asset Management LLC*	1.17%^	5.79%	12.69%	—
Equity	1290 VT SmartBeta Equity ESG — EIMG; *AXA Investment Managers US Inc.*	1.10%^	16.49%	11.53%	8.52%
Equity	1290 VT Socially Responsible — EIMG; *BlackRock Investment Management, LLC*	0.92%	27.50%	15.12%	11.32%
Equity	EQ/2000 Managed Volatility† — EIMG; *AllianceBernstein L.P., BlackRock Investment Management, LLC*	0.84%	15.99%	8.76%	6.15%
Equity	EQ/400 Managed Volatility† — EIMG; *AllianceBernstein L.P., BlackRock Investment Management, LLC*	0.85%^	15.44%	11.32%	8.11%
Equity	EQ/500 Managed Volatility† — EIMG; *AllianceBernstein L.P., BlackRock Investment Management, LLC*	0.81%	25.27%	14.21%	10.71%
Asset Allocation	EQ/AB Dynamic Moderate Growth$^{\Delta}$ — EIMG; *AllianceBernstein L.P.*	1.13%	12.96%	5.50%	4.15%
Equity	EQ/AB Small Cap Growth — EIMG; *AllianceBernstein L.P.*	0.93%	17.70%	10.59%	7.78%
Equity	EQ/AB Sustainable U.S. Thematic — EIMG; *AllianceBernstein L.P.*	1.00%^	20.56%	—	—
Asset Allocation	EQ/Aggressive Allocation† — EIMG	1.18%	18.37%	10.23%	7.07%
Asset Allocation	EQ/Aggressive Growth Strategy† — EIMG	1.05%	18.17%	9.60%	6.91%
Asset Allocation	EQ/All Asset Growth Allocation — EIMG	1.25%^	14.15%	7.70%	5.27%
Equity	EQ/American Century Mid Cap Value — EIMG; *American Century Investment Management, Inc.*	1.00%^	5.98%	10.88%	—
Asset Allocation	EQ/Balanced Strategy† — EIMG	0.99%	13.22%	6.13%	4.53%
Equity	EQ/Capital Group Research — EIMG; *Capital International, Inc.*	0.97%^	22.98%	14.97%	11.34%
Equity	EQ/ClearBridge Large Cap Growth ESG — EIMG; *ClearBridge Investments, LLC*	1.00%^	45.91%	15.78%	10.70%
Equity	EQ/ClearBridge Select Equity Managed Volatility† — EIMG; *BlackRock Investment Management, LLC, ClearBridge Investments, LLC*	1.06%^	24.58%	15.63%	9.90%
Equity	EQ/Common Stock Index — EIMG; *AllianceBernstein L.P.*	0.67%^	25.12%	14.45%	10.80%
Asset Allocation	EQ/Conservative Allocation† — EIMG	1.00%^	8.02%	2.60%	2.15%
Asset Allocation	EQ/Conservative Growth Strategy† — EIMG	0.98%	11.55%	4.96%	3.73%
Asset Allocation	EQ/Conservative Strategy† — EIMG	0.95%^	8.23%	2.61%	2.11%
Asset Allocation	EQ/Conservative-Plus Allocation† — EIMG	0.85%^	10.86%	4.76%	3.57%
Fixed Income	EQ/Core Bond Index — EIMG; *SSGA Funds Management, Inc.*	0.64%^	4.51%	1.02%	1.11%
Fixed Income	EQ/Core Plus Bond — EIMG; *Brandywine Global Investment Management, LLC, Loomis, Sayles & Company, L.P.*	0.93%^	4.50%	1.87%	1.59%

TYPE	Portfolio Company - Investment Adviser; *Sub-Adviser(s), as applicable*	Current Expenses	Average Annual Total Returns (as of 12/31/2023)		
			1 year	5 year	10 year
Equity	EQ/Emerging Markets Equity PLUS — EIMG; *AllianceBernstein L.P., EARNEST Partners, LLC*	1.20%^	10.34%	4.02%	1.86%
Equity	EQ/Equity 500 Index — EIMG; *AllianceBernstein L.P.*	0.54%^	25.57%	15.04%	11.37%
Equity	EQ/Fidelity Institutional AM® Large Cap — EIMG; *FIAM LLC*	0.87%^	31.38%	16.55%	—
Equity	EQ/Franklin Small Cap Value Managed Volatility† — EIMG; *BlackRock Investment Management, LLC, Franklin Mutual Advisers, LLC*	1.05%^	14.07%	9.78%	6.35%
Equity	EQ/Global Equity Managed Volatility† — EIMG; *BlackRock Investment Management, LLC*	1.10%^	21.37%	9.74%	6.29%
Equity	EQ/Goldman Sachs Mid Cap Value — EIMG; *Goldman Sachs Asset Management L.P.*	1.09%^	11.22%	12.97%	—
Fixed Income	EQ/Intermediate Government Bond — EIMG; *SSGA Funds Management, Inc.*	0.64%^	3.85%	0.39%	0.56%
Equity	EQ/International Core Managed Volatility† — EIMG; *BlackRock Investment Management, LLC*	1.06%	16.85%	7.96%	3.55%
Equity	EQ/International Equity Index — EIMG; *AllianceBernstein L.P.*	0.72%^	19.01%	8.09%	3.69%
Equity	EQ/International Managed Volatility† — EIMG; *AllianceBernstein L.P., BlackRock Investment Management, LLC*	0.87%	16.86%	7.32%	3.27%
Equity	EQ/International Value Managed Volatility† — EIMG; *BlackRock Investment Management, LLC, Harris Associates LP*	1.03%	18.52%	7.60%	3.02%
Equity	EQ/Invesco Comstock — EIMG; *Invesco Advisers, Inc.*	1.00%^	12.01%	13.18%	8.70%
Equity	EQ/Invesco Global — EIMG; *Invesco Advisers, Inc.*	1.10%^	33.79%	11.76%	7.95%
Specialty	EQ/Invesco Global Real Assets — EIMG; *Invesco Advisers, Inc.*	1.16%	10.08%	5.45%	—
Equity	EQ/Janus Enterprise — EIMG; *Janus Henderson Investors US LLC*	1.05%	17.01%	13.08%	7.62%
Equity	EQ/JPMorgan Growth Stock — EIMG; *J.P. Morgan Investment Management Inc.*	0.96%^	46.33%	12.84%	11.28%
Equity	EQ/JPMorgan Value Opportunities — EIMG; *J.P. Morgan Investment Management Inc.*	0.96%	10.90%	14.17%	10.12%
Equity	EQ/Large Cap Core Managed Volatility† — EIMG; *BlackRock Investment Management, LLC*	0.90%	23.98%	14.26%	10.58%
Equity	EQ/Large Cap Growth Index — EIMG; *AllianceBernstein L.P.*	0.73%	41.54%	18.63%	14.02%
Equity	EQ/Large Cap Growth Managed Volatility† — EIMG; *BlackRock Investment Management, LLC*	0.88%	38.97%	16.20%	12.47%
Equity	EQ/Large Cap Value Index — EIMG; *AllianceBernstein L.P.*	0.74%	10.71%	10.15%	7.66%
Equity	EQ/Large Cap Value Managed Volatility† — EIMG; *AllianceBernstein L.P.*	0.87%	14.01%	10.78%	7.82%
Equity	EQ/Lazard Emerging Markets Equity — EIMG; *Lazard Asset Management LLC*	1.35%^	21.68%	5.11%	—
Equity	EQ/Loomis Sayles Growth — EIMG; *Loomis, Sayles & Company, L.P.*	1.05%^	43.89%	15.66%	13.24%
Equity	EQ/MFS International Growth — EIMG; *Massachusetts Financial Services Company d/b/a MFS Investment Management*	1.10%^	14.52%	9.28%	6.12%
Equity	EQ/MFS International Intrinsic Value — EIMG; *Massachusetts Financial Services Company d/b/a MFS Investment Management*	1.15%^	17.37%	8.29%	—
Equity	EQ/MFS Mid Cap Focused Growth — EIMG; *Massachusetts Financial Services Company d/b/a MFS Investment Management*	1.10%^	22.32%	13.41%	—
Specialty	EQ/MFS Technology — EIMG; *Massachusetts Financial Services Company d/b/a MFS Investment Management*	1.14%	54.10%	17.38%	—
Specialty	EQ/MFS Utilities Series — EIMG; *Massachusetts Financial Services Company d/b/a MFS Investment Management*	1.05%^	-2.36%	8.01%	—
Equity	EQ/Mid Cap Index — EIMG; *AllianceBernstein L.P.*	0.65%^	15.77%	11.88%	8.54%
Equity	EQ/Mid Cap Value Managed Volatility† — EIMG; *BlackRock Investment Management, LLC*	0.97%	13.19%	10.36%	7.21%
Asset Allocation	EQ/Moderate Allocation† — EIMG	1.11%	12.35%	5.76%	4.18%
Asset Allocation	EQ/Moderate Growth Strategy† — EIMG	1.01%	14.86%	7.31%	5.34%
Asset Allocation	EQ/Moderate-Plus Allocation† — EIMG	1.13%	15.36%	8.10%	5.67%
Cash/Cash Equivalent	EQ/Money Market* — EIMG; *Dreyfus, a division of Mellon Investments Corporation*	0.69%	4.47%	1.48%	0.91%
Equity	EQ/Morgan Stanley Small Cap Growth — EIMG; *BlackRock Investment Management, LLC, Morgan Stanley Investment Management, Inc.*	1.15%^	34.45%	15.17%	—
Fixed Income	EQ/PIMCO Global Real Return — EIMG; *Pacific Investment Management Company LLC*	2.36%^	4.09%	1.62%	2.49%
Fixed Income	EQ/PIMCO Ultra Short Bond — EIMG; *Pacific Investment Management Company LLC*	0.88%^	5.56%	1.61%	1.25%
Fixed Income	EQ/Quality Bond PLUS — EIMG; *AllianceBernstein L.P., Pacific Investment Management Company LLC*	0.86%	4.19%	0.51%	0.84%
Equity	EQ/Small Company Index — EIMG; *AllianceBernstein L.P.*	0.64%	16.72%	10.06%	7.01%
Equity	EQ/Value Equity — EIMG; *Aristotle Capital Management, LLC*	0.92%	19.52%	10.06%	6.90%
Specialty	EQ/Wellington Energy — EIMG; *Wellington Management Company LLP*	1.19%^	5.99%	3.78%	—
Asset Allocation	Equitable Conservative Growth MF/ETF Portfolio — EIMG	1.10%^	9.86%	7.20%	4.77%
Asset Allocation	Equitable Growth MF/ETF — EIMG	1.15%^	14.23%	—	—

TYPE	Portfolio Company - Investment Adviser; *Sub-Adviser(s), as applicable*	Current Expenses	Average Annual Total Returns (as of 12/31/2023) 1 year	5 year	10 year
Asset Allocation	Equitable Moderate Growth MF/ETF — EIMG	1.10%^	12.01%	—	—
Equity	Multimanager Aggressive Equity — EIMG; *AllianceBernstein L.P.*	1.00%	38.30%	15.92%	12.48%
Fixed Income	Multimanager Core Bond — EIMG; *BlackRock Financial Management, Inc., DoubleLine Capital LP, Pacific Investment Management Company LLC, SSGA Funds Management, Inc.*	0.87%^	5.15%	0.63%	1.21%
Specialty	Multimanager Technology — EIMG; *AllianceBernstein L.P., FIAM LLC, Wellington Management Company LLP*	1.24%^	49.53%	19.07%	16.18%
Asset Allocation	Target 2015 Allocation — EIMG	1.10%^	9.96%	4.94%	3.76%
Asset Allocation	Target 2025 Allocation — EIMG	1.10%^	13.58%	7.42%	5.42%
Asset Allocation	Target 2035 Allocation — EIMG	1.09%	16.56%	9.12%	6.47%
Asset Allocation	Target 2045 Allocation — EIMG	1.08%	18.11%	10.15%	7.12%
Asset Allocation	Target 2055 Allocation — EIMG	1.10%^	19.82%	11.22%	—

^ This Portfolio's annual expenses reflect temporary fee reductions.

Δ Certain other affiliated Portfolios, as well as unaffiliated Portfolios, may utilize volatility management techniques that differ from the EQ volatility management strategy. Affiliated Portfolios that utilize these volatility management techniques are identified in the chart by a "Δ". Any such unaffiliated Portfolio is not identified in the chart. See "Portfolios of the Trusts" for more information regarding volatility management.

† EQ Managed Volatility Portfolios that include the EQ volatility management strategy as part of their investment objective and/or principal investment strategy, and the EQ/affiliated Fund of Fund Portfolios that invest in Portfolios that use the EQ volatility management strategy, are identified in the chart by a "†". See "Portfolios of the Trusts" for more information regarding volatility management.

* The Portfolio operates as a "government money market fund." The Portfolio will invest at least 99.5% of its total assets in U.S. government securities, cash, and/or repurchase agreements that are fully collateralized by U.S. government securities or cash.

Unaffiliated Portfolio Companies:

TYPE	Portfolio Company - Investment Adviser; *Sub-Adviser(s), as applicable*	Current Expenses	Average Annual Total Returns (as of 12/31/2023) 1 year	5 year	10 year
Fixed Income	American Funds Insurance Series® The Bond Fund of America® — Capital Research and Management Company	0.73%^	4.72%	1.62%	1.83%
Fixed Income	Fidelity® VIP Investment Grade Bond Portfolio — Fidelity Management and Research Company (FMR)	0.63%	6.00%	1.72%	2.08%
Fixed Income	Invesco V.I. High Yield Fund — Invesco Advisers, Inc.	1.15%	9.77%	3.76%	2.96%
Equity	Invesco V.I. Main Street Mid Cap Fund® — Invesco Advisers, Inc.	1.19%	14.14%	10.32%	6.45%
Equity	Invesco V.I. Small Cap Equity Fund — Invesco Advisers, Inc.	1.20%	16.26%	12.14%	6.28%
Fixed Income	Macquarie VIP High Income Series(1) — Delaware Management Company; *Macquarie Investment Management Austria Kapitalanlage AG, Macquarie Investment Management Europe Limited, Macquarie Investment Management Global Limited*	0.96%	11.95%	4.46%	3.70%
Equity	MFS® Investors Trust Series — Massachusetts Financial Services Company	1.03%^	18.66%	13.27%	10.00%
Equity	MFS® Massachusetts Investors Growth Stock Portfolio — Massachusetts Financial Services Company	0.98%^	23.70%	16.39%	12.44%
Equity	Principal VC Equity Income Account — Principal Global Investors, LLC ("PGI")	0.89%	11.00%	—	—
Specialty	VanEck VIP Global Resources Fund — Van Eck Associates Corporation	1.36%	-3.84%	10.34%	-1.26%

^ This Portfolio's annual expenses reflect temporary fee reductions.

(1) This is the variable investment option's new name. The variable investment option's former name is Delaware Ivy VIP High Income which may continue to be used in certain documents for a period of time after the date of this prospectus.

Investment Options: The following are Investment Options A and B, as referred to in the "Selecting your investment method" section in "Purchasing the contract" in this prospectus.

Investments Options A	
Guaranteed Interest Option	
1290 VT Equity Income	EQ/Invesco Global Real Assets
1290 VT GAMCO Mergers & Acquisitions	EQ/Janus Enterprise
1290 VT GAMCO Small Company Value	EQ/JPMorgan Growth Stock
1290 VT Small Cap Value	EQ/JPMorgan Value Opportunities
1290 VT SmartBeta Equity ESG	EQ/Large Cap Core Managed Volatility
1290 VT Socially Responsible	EQ/Large Cap Growth Index

Investments Options A	
EQ/2000 Managed Volatility	EQ/Large Cap Growth Managed Volatility
EQ/400 Managed Volatility	EQ/Large Cap Value Index
EQ/500 Managed Volatility	EQ/Large Cap Value Managed Volatility
EQ/AB Dynamic Moderate Growth	EQ/Lazard Emerging Markets Equity
EQ/AB Small Cap Growth	EQ/Loomis Sayles Growth
EQ/AB Sustainable U.S. Thematic	EQ/MFS International Growth
EQ/Aggressive Growth Strategy	EQ/MFS International Intrinsic Value
EQ/All Asset Growth Allocation	EQ/MFS Mid Cap Focused Growth
EQ/American Century Mid Cap Value	EQ/MFS Technology
EQ/Balanced Strategy	EQ/MFS Utilities Series
EQ/Capital Group Research	EQ/Mid Cap Index
EQ/ClearBridge Large Cap Growth ESG	EQ/Mid Cap Value Managed Volatility
EQ/ClearBridge Select Equity Managed Volatility	EQ/Moderate Growth Strategy
EQ/Common Stock Index	EQ/Morgan Stanley Small Cap Growth
EQ/Conservative Growth Strategy	EQ/Small Company Index
EQ/Conservative Strategy	EQ/Value Equity
EQ/Emerging Markets Equity PLUS	EQ/Wellington Energy
EQ/Equity 500 Index	Equitable Conservative Growth MF/ETF
EQ/Fidelity Institutional AM® Large Cap	Equitable Growth MF/ETF
EQ/Franklin Small Cap Value Managed Volatility	Equitable Moderate Growth MF/ETF
EQ/Global Equity Managed Volatility	Invesco V.I. Main Street Mid Cap Fund®
EQ/Goldman Sachs Mid Cap Value	Invesco V.I. Small Cap Equity Fund
EQ/International Core Managed Volatility	MFS® Investors Trust Series
EQ/International Equity Index	MFS® Massachusetts Investors Growth Stock Portfolio
EQ/International Managed Volatility	Multimanager Aggressive Equity
EQ/International Value Managed Volatility	Multimanager Technology
EQ/Invesco Comstock	Principal VC Equity Income Account
EQ/Invesco Global	VanEck VIP Global Resources Fund

Investments Options B	
1290 VT Convertible Securities	EQ/PIMCO Global Real Return
1290 VT High Yield Bond	EQ/PIMCO Ultra Short Bond
American Funds Insurance Series® The Bond Fund of America	EQ/Quality Bond PLUS
Macquarie VIP High Income Series	Fidelity® VIP Investment Grade Bond Portfolio
EQ/Core Bond Index	Invesco V.I. High Yield Fund
EQ/Intermediate Government Bond	Multimanager Core Bond
EQ/Money Market	

EQUI-VEST®

Employer-Sponsored Retirement Plans
Issued by

Equitable Financial Life Insurance Company of America

This summary prospectus describes the important features of the contract and provides information about the Company.

We have filed with the Securities and Exchange Commission a prospectus and a Statement of Additional Information ("SAI") that include additional information about EQUI-VEST® Employer-Sponsored Retirement Plans, Equitable Financial Life Insurance Company of America and Variable Account AA. The prospectus and SAI each dated May 1, 2024, are incorporated by reference into this summary prospectus. The prospectus and SAI are available free of charge. To request a copy of either document, to ask about your contract, or to make other investor inquiries, please call (800) 628-6673. The prospectus and SAI are also available at our website, www.equitable.com/ICSR#EQH146649.

Class/Contract Identifier: C000247529

DEPARTMENT OF LABOR NOTICE

The Company retains any earnings on amounts held in its general account. These amounts include funds that are pending investment under insurance products as well as funds that have been disbursed from insurance products pending presentment for payment to the client, transferral to another insurance product or mutual fund, if permitted under applicable law, or the client's financial institution. Earnings on such amounts are generally at institutional money market rates. Investment and distribution options are described in the applicable variable insurance product prospectus, as amended to date, which either accompanies this notice or has been previously provided to you.

Generally, funds received in good order before the close of any business day (as defined in the product prospectus) will be credited to the specified investment option effective on that day. Funds that are pending investment include any amounts for which the Company has not yet received adequate instructions, documentation or the completed requirements necessary to enable it to allocate funds as directed by the contract owner. Funds that are awaiting investment will be allocated as directed by the contract owner effective on the business day that falls on or next follows the date the Company receives the completed instructions, documentation or requirements. The Company will receive any investment earnings through the end of the business day on which funds are allocated.

When the Company receives a request for any permissible distribution from an insurance product, which may include requests for partial withdrawals, loans, annuitization or death benefit payments, or full surrenders, as applicable, such distribution will be effective on the date we receive the request in good order. The Company will transfer any applicable separate account amounts to its general account on the process date, regardless of the effective date and send a check to the distributee or commence direct transfer of funds on that date. Amounts will remain in the Company's general account until the date the check is presented for payment or the direct transfer of funds is complete, the timing of which is beyond the Company's control. The Company will receive any investment earnings during the period such amounts remain in the general account. Upon request, the owner of the insurance product may receive from the Company a periodic report summarizing the status of any outstanding distributions, and the length of time such distributions tend to remain outstanding.*

*Not necessary for IRAs.

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Important Notice Regarding Delivery of Client Documents

We believe that many of our customers would like us to eliminate duplicate mailings of certain documents to them. We would like to do this too in order to reduce costs and help benefit the environment.

Changes in SEC regulations allow us to send single copies of documents such as Prospectuses, EQ Advisors Trust's Annual and Semi-Annual Reports to our clients who own the same type of variable insurance contract and live at a common address. We began mailing single copies of these documents in 2001.

In the event that you wish to continue receiving multiple mailings of these documents, where a separate copy is sent to each individual contract owner residing at the same address, please call us at 1-877-927-2632 within 60 days.

Thank you for your continued support.

HHN 52004 (5/24)

E5847

Visit our website:
equitable.com

888-1292 (5/24) I DFIN# 780185 I Cat. #N619093 (5/24)

EQUITABLE

Fixed Maturity Options Available Under Certain Active EQUI-VEST® Contracts and Issued by Equitable Financial Life Insurance Company of America and Equitable Financial Life Insurance Company

Prospectus dated May 1, 2024

Please read and keep this Prospectus for future reference. It contains important information that you should know before taking any action under your contract. This Prospectus supersedes all other Prospectuses for the fixed maturity options. You should read this Prospectus along with the prospectus for the variable annuity contract.

What are the Fixed Maturity Options?

The fixed maturity options are some of the investment options available under certain annuity contracts issued by Equitable Financial Life Insurance Company of America and Equitable Financial Life Insurance Company **(the "Company", "we", "our" and "us")**. Please refer to your variable deferred annuity contract or certificate (collectively, the "contract") and the prospectus for the contract (the "Contract Prospectus") for details regarding whether you are eligible for the fixed maturity options. As explained in more detail in this Prospectus, each fixed maturity option has a maturity date ranging from one to 10 years, and we pay interest at a stated rate if the option is held to maturity. Under certain circumstances, such as withdrawals, selection of annuity payout option or payment of a death benefit, we may make a market value adjustment, which will increase or decrease any fixed maturity amount you will have in that fixed maturity option.

This Prospectus describes the fixed maturity options available under the following EQUI-VEST® contracts:

- EQUI-VEST® Employer-Sponsored Retirement Plans
- EQUI-VEST® (Series 100-500)
- EQUI-VEST® Express℠ (Series 700)
- EQUI-VEST® (Series 800)
- EQUI-VEST® Strategies℠ (Series 900)

Not all features are available under each EQUI-VEST® contract. Please refer to the Contract Prospectus for more information.

This Prospectus does not describe the contract itself or the investment options other than the fixed maturity options. For information about the contract, you should consult the Contract Prospectus. For additional information regarding the variable investment options, you should consult the prospectuses for the portfolios underlying the variable investment options.

Please refer to page 7 of this Prospectus for a discussion of risk factors.

The Securities and Exchange Commission ("SEC") has not approved or disapproved these securities or determined if this Prospectus is accurate or complete. Any representation to the contrary is a criminal offense. Neither the contracts nor the fixed maturity options are not insured by the FDIC or any other agency. They are not deposits or other obligations of any bank and are not bank guaranteed. They are subject to investment risks and possible loss of principal.

#628702

Contents of this Prospectus

When we address the reader of this Prospectus with words such as "you" and "your," we mean the person who has right or responsibility that the Prospectus is discussing at that point. This is usually the contract owner.

When we use the word "contract" it also includes certificates that are issued under group contracts.

The Company

Equitable America is an Arizona stock life insurance corporation organized in 1969 with an administrative office located at 8501 IBM Drive, Suite 150-GR, Charlotte, NC 28262-4333. Equitable Financial is a New York stock life insurance corporation doing business since 1859 with its home office located at 1345 Avenue of the Americas, New York, NY 10105. We are indirect wholly owned subsidiaries of Equitable Holdings, Inc.

We are licensed to sell life insurance and annuities in all fifty states (except Equitable America is not licensed in the state of New York), the District of Columbia, Puerto Rico, and the U.S. Virgin Islands. No other company has any legal responsibility to pay amounts that the Company owes under the contracts. The Company is solely responsible for paying all amounts owed to you under the contract.

How to reach us

You may also use our toll-free number (800) 628-6673 to speak with one of our customer service representatives. Our customer service representatives are available on each business day Monday through Thursday from 8:00 a.m. to 7:00 p.m., and on Friday until 5:00 p.m., Eastern Time.

Hearing or speech-impaired clients may call the AT&T National Relay Number at (800) 855-2880 for information about your account. If you have a Telecommunications Device for the Deaf (TDD), you may relay messages or questions to our Customer Service Department at (800) 628-6673, Monday through Thursday from 8:00 a.m. to 7:00 p.m., and on Friday until 5:00 p.m. Eastern Time. AT&T personnel will communicate our reply back to you, via the TDD.

Please see the Contract Prospectus for detailed information on how to reach us electronically, as well as, for our mailing addresses for contributions and other correspondence.

About our fixed maturity options

We offer fixed maturity options with maturity dates generally ranging from one to ten years. We will not accept allocations to a fixed maturity option if on the date the contribution or transfer is to be applied the rate to maturity is 3%. This means that at points in time there may be no fixed maturity options available. You can allocate your contributions to one or more of these fixed maturity options. However, you may not allocate more than one contribution to any one fixed maturity option. These amounts become part of a non-unitized separate account. They will accumulate interest at the "rate to maturity" for each fixed maturity option. The total amount you allocate to and accumulate in each fixed maturity option is called the "fixed maturity amount." The fixed maturity options may not be available in all contracts or all states. See "State contract availability and/or variations of certain features and benefits" in your variable annuity contract prospectus more for information. See also "Charges and expenses" in Contract Prospectus for information on withdrawal charges when amounts are allocated to the fixed maturity options.

The rate to maturity you will receive for each fixed maturity option is the rate to maturity in effect for new contributions allocated to that fixed maturity option on the date we apply your contribution.

On the maturity date of a fixed maturity option, your fixed maturity amount, assuming you have not made any withdrawals or transfers, will equal your contribution to that fixed maturity option plus interest, at the rate to maturity for that contribution. This is the fixed maturity option's "maturity value." Before maturity, the current value we will report for your fixed maturity amount will reflect a market value adjustment. Your current value will reflect the market value adjustment that we would make if you were to withdraw all of your fixed maturity amounts on the date of the report. We call this your "market adjusted amount."

Fixed maturity options and maturity dates. We currently offer fixed maturity options ending on June 15th for maturity years ranging from one through ten. Not all of these fixed maturity options will be available for annuitant ages 76 and above. See "Allocating your contributions". See the Contract Prospectus for more information. As fixed maturity options expire, we expect to add maturity years so that generally ten fixed maturity options are available at any time.

We will not accept allocations to a fixed maturity option if on the date the contribution is to be applied:

- you previously allocated a contribution or made a transfer to the same fixed maturity option; or
- the rate to maturity is 3%; or
- the fixed maturity option's maturity date is within 45 days; or
- the fixed maturity option's maturity date is later than the date annuity payments are to begin.

Your choices at the maturity date. We will notify you at least 45 days before each of your fixed maturity options is scheduled to mature. At that time, you may choose to have one of the following take place on the maturity date, as long as none of the conditions listed above or in "Allocating your contributions" in the Contract Prospectus would apply:

(a) transfer the maturity value into another available fixed maturity option, or into any of the variable investment options; or

(b) withdraw the maturity value (there may be a withdrawal charge).

If we do not receive your choice on or before the fixed maturity option's maturity date, we will automatically transfer your maturity value into the next available fixed maturity option (or another investment option if we are required to do so by any state regulation). We may change our procedures in the future.

Market value adjustment. If you make any withdrawals (including transfers, surrender or termination of your contract, or when we make deductions for charges) from a fixed maturity option before it matures we will make a market value adjustment, which will increase or decrease any fixed maturity amount you have in that fixed maturity option. The amount of the adjustment will depend on two factors:

(a) the difference between the rate to maturity that applies to the amount being withdrawn and the rate to maturity in effect at that time for new allocations to that same fixed maturity option, and

(b) the length of time remaining until the maturity date.

In general, if interest rates rise from the time that you originally allocate an amount to a fixed maturity option to the time that you take a withdrawal, the market value adjustment will be negative. Likewise, if interest rates drop at the end of that time, the market value adjustment will be positive. Also, the amount of the market value adjustment, either up or down, will be greater the longer the time remaining until the fixed maturity option's maturity date. Therefore, it is possible that the market value adjustment could greatly reduce your value in the fixed maturity options, particularly in the fixed maturity options with later maturity dates.

Rates to maturity and price per $100 of maturity value

We can determine the amount required to be allocated to one or more fixed maturity options in order to produce specified maturity values. For example, we can tell you how much you need to allocate per $100 of maturity value.

The rates to maturity are determined weekly. The rates in the table below are illustrative only and will most likely differ from the rates applicable at time of purchase. Current rates to maturity can be obtained from your financial professional or us. Please see the variable annuity contract prospectus for detailed information on how to reach us.

The rates to maturity for new allocations and the related price per $100 of maturity value are as shown below:

Fixed Maturity Options with June 15th Maturity Date of Maturity Year	Rate to Maturity as of February 15, 2024	Price Per $100 of Maturity Value
2024	3.00%[2]	$99.02
2025	3.00%[2]	$96.14
2026	3.00%[2]	$93.34
2027	3.00%[2]	$90.62
2028	3.00%[2]	$87.98
2029	3.00%[2]	$85.41
2030	3.00%[2]	$82.93
2031[1]	3.00%[2]	$80.51
2032[1]	3.00%[2]	$78.16
2033[1]	3.05%	$75.54

(1) Not available in Oregon for EQUI-VEST® Employer-Sponsored Retirement Plans and EQUI-VEST® (Series 100-500) only.

(2) Since these rates to maturity are 3%, no amounts could have been allocated to these options.

How we determine the market value adjustment

We use the following procedure to calculate the market value adjustment (up or down) we make if you withdraw all of your value from a fixed maturity option before its maturity date.

(1) We determine the market adjusted amount on the date of the withdrawal as follows:

  (a) We determine the fixed maturity amount that would be payable on the maturity date, using the rate to maturity for the fixed maturity option.

  (b) We determine the period remaining in your fixed maturity option (based on the withdrawal date) and convert it to fractional years based on a 365-day year. For example, three years and 12 days becomes 3.0329.

  (c) We determine the current rate to maturity that applies on the withdrawal date to new allocations to the same fixed maturity option.

  (d) We determine the present value of the fixed maturity amount payable at the maturity date, using the period determined in (b) and the rate determined in (c).

(2) We determine the fixed maturity amount as of the current date.

(3) We subtract (2) from the result in (1)(d). The result is the market value adjustment applicable to such fixed maturity option, which may be positive or negative.

Your market adjusted amount is the present value of the maturity value discounted at the rate to maturity in effect for new contributions to that same fixed maturity option on the date of the calculation.

If you withdraw only a portion of the amount in a fixed maturity option, the market value adjustment will be a percentage of the market value adjustment that would have applied if you had withdrawn the entire value in that fixed maturity option. This percentage is equal to the percentage of the value in the fixed maturity option that you are withdrawing. Any withdrawal charges that are deducted from a fixed maturity option will result in a market value adjustment calculated in the same way. See "Appendix: Market value adjustment example" for an example.

For purposes of calculating the rate to maturity for new allocations to a fixed maturity option (see (1)(c) above), we use the rate we have in effect for new allocations to that fixed maturity option. We use this rate even if new allocations to that option would not be accepted at that time. This rate will not be less than 3%. If we do not have a rate to maturity in effect for a fixed maturity option to which the "current rate to maturity" in (1)(c) above would apply, we will use the rate at the next closest maturity date. If we are no longer offering new fixed maturity options, the "current rate to maturity" will be determined in accordance with our procedures then in effect. We reserve the right to add up to 0.50% to the current rate in (1)(c) above for purposes of calculating the market value adjustment only.

Investments under the fixed maturity options

Amounts allocated to the fixed maturity options are held in a "non-unitized" separate account we have established under the New York Insurance Law. This separate account provides an additional measure of assurance that we will make full payment of amounts due under the fixed maturity options. Under New York Insurance Law, the portion of the separate account's assets equal to the reserves and other contract liabilities relating to the contracts are not chargeable with liabilities from any other business we may conduct. We own the assets of the separate account, as well as any favorable investment performance on those assets. You do not participate in the performance of the assets held in this separate account. We may, subject to state law that applies, transfer all assets allocated to the separate account to our general account. We guarantee all benefits relating to your value in the fixed maturity options, regardless of whether assets supporting fixed maturity options are held in a separate account or our general account.

We have no specific formula for establishing the rates to maturity for the fixed maturity options. We expect the rates to be influenced by, but not necessarily correspond to, among other things, the yields that we can expect to realize on the separate account's investments from time to time. Our current plans are to invest in fixed-income obligations, including corporate bonds, mortgage-backed and asset-backed securities and government and agency issues having durations in the aggregate consistent with those of the fixed maturity options.

Although the above generally describes our plans for investing the assets supporting our obligations under the fixed maturity options under the contracts, we are not obligated to invest those assets according to any particular plan except as we may be required to by state insurance laws. We will not determine the rates to maturity we establish by the performance of the nonunitized separate account.

Your contract's value in the fixed maturity options

Your value in each fixed maturity option at any time before the maturity date is the market adjusted amount in each option, which reflects withdrawals out of the option and charges we deduct. This is equivalent to your fixed maturity amount increased or decreased by the market value adjustment. Your value, therefore, may be higher or lower than your contributions (less withdrawals) accumulated at the rate to maturity. At the maturity date, your value in the fixed maturity option will equal its maturity value, provided there have been no withdrawals or transfers.

Transferring your account value

At any time before the date annuity payments are to begin, you can transfer some or all of your account value among the investment options, subject to the following:

- You may not transfer to a fixed maturity option that has a rate to maturity of 3%.
- If the annuitant is age 76-80, you must limit your transfers to fixed maturity options with maturities of seven years or less. If the annuitant is age 81 or older, you must limit your transfers to fixed maturity options of five years or less. We will not accept allocations to a fixed maturity option if on the date the contribution or transfer is to be applied, the rate to maturity is 3%. Also, the maturity dates may be no later than the date annuity payments are to begin.
- Under certain contracts, if you make transfers out of a fixed maturity option other than at its maturity date, the transfer may cause a market value adjustment and affect your Guaranteed Principal Benefit ("GPB").
- Under certain contracts, a transfer into the guaranteed interest option will not be permitted if such transfer would result in more than 25% of the annuity account value being allocated to the guaranteed interest option, based on the annuity account value as of the previous business day.

Withdrawing your account value

Unless you specify otherwise, we will subtract withdrawals on a pro rata basis from your value in the variable investment options and the guaranteed interest option. If there is insufficient value or no value in the variable investment options and guaranteed interest option, any additional amount of the withdrawal required or the total amount of the withdrawal will be withdrawn from the fixed maturity options in the order of the earliest maturity date(s) first. A market value adjustment will apply to withdrawals from the fixed maturity options

Please refer to the Contract Prospectus for more information regarding withdrawing value from your contract.

Charges and expenses

Withdrawal charges may apply to any withdrawal from your contract, including a withdrawal from a fixed maturity option. For more information regarding withdrawal charges and other charges applicable to the contract, please refer to the Contract Prospectus.

An allocation to a fixed maturity option has various risks associated with it.

Please be aware that a market value adjustment could result in a significant loss of principal and previously credited interest. Specifically:

- If you make any withdrawal (including transfers, surrender or termination of your contract, or when we make deductions for charges) from a fixed maturity option before it matures, we will make a market value adjustment. The market value adjustment may be negative.
- If there is a market value adjustment and interest rates have increased from the time that you originally allocated to a fixed maturity option to the time that you take the withdrawal (including transfers, surrender or termination of your contract, or when we make deductions for charges), the market value adjustment will be negative and will reduce your value in the fixed maturity option.
- The amount of the market value adjustment, either up or down, will be greater the longer the time remaining until the fixed maturity option's maturity date.
- Therefore, it is possible that a negative market value adjustment could greatly reduce your value in the fixed maturity options, particularly in fixed maturity options with later maturity dates.

If we deduct all or a portion of a fee or charge from a fixed maturity option, a market value adjustment will apply to that deduction from the fixed maturity option. If the market value adjustment is negative, it will reduce your value in the fixed maturity option.

No company other than us has any legal responsibility to pay amounts that the Company owes under the contract and fixed maturity option. An owner should look to the financial strength of the Company for its claims-paying ability.

There are also risks associated with the Company. Before allocating to a fixed maturity option, you should carefully consider and evaluate all of the risks and other important information contained in this prospectus and in the documents we incorporate by reference into this prospectus, including our latest Annual Report on Form 10-K and any of the other periodic reports we file as required under the Exchange Act, related to the Company.

Fixed maturity option contributions, transfers, withdrawals and surrenders

- If a fixed maturity option is scheduled to mature on June 15th and June 15th is a non-business day, that fixed maturity option will mature on the prior business day.
- Contributions allocated to a fixed maturity option will receive the rate to maturity in effect for that fixed maturity option on that business day.
- Transfers to a fixed maturity option will receive the rate to maturity in effect for that fixed maturity option on that business day.
- Transfers out of a fixed maturity option will be at the market adjusted amount on that business day.

Distribution of the contracts

The Fixed Maturity Option is only available under certain variable annuity contract(s) issued by the Company. Extensive information about the arrangements for distributing the annuity contracts, including sales compensation, is included in the appropriate variable annuity contract prospectus and in the statement of additional information that relates to that prospectus under "Distribution of the contracts", respectively. All of that information applies regardless of whether you choose to use the Fixed Maturity Option, and there is no additional plan of distribution or sales compensation with respect to the Fixed Maturity Option. There is also no change to the information regarding the fact that the principal underwriter(s) is an affiliate or an indirect wholly owned subsidiary of the Company.

Incorporation of certain documents by reference

Equitable Financial Life Insurance Company's Annual Report on Form 10-K for the period ended December 31, 2023, is considered to be part of this Prospectus because it is incorporated by reference.

Equitable Financial Life Insurance Company of America's Annual Report on Form 10-K for the period ended December 31, 2023, is considered to be part of this Prospectus because it is incorporated by reference.

The Company files reports and other information with the SEC, as required by law. You may read and copy this information at the SEC's public reference facilities at Room 1580, 100 F Street, NE, Washington, DC 20549, or by accessing the SEC's website at www.sec.gov. The public may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. Under the Securities Act of 1933, the Company has filed with the SEC a registration statement relating to the fixed maturity option (the "Registration Statement"). This Prospectus has been filed as part of the Registration Statement and does not contain all of the information set forth in the Registration Statement.

After the date of this Prospectus and before we terminate the offering of the securities under the Registration Statement, all documents or reports we file with the SEC under the Securities Exchange Act of 1934 ("Exchange Act"), will be considered to become part of this Prospectus because they are incorporated by reference.

Any statement contained in a document that is or becomes part of this Prospectus, will be considered changed or replaced for purposes of this Prospectus if a statement contained in this Prospectus changes or is replaced. Any statement that is considered to be a part of this Prospectus because of its incorporation will be considered changed or replaced for the purpose of this Prospectus if a statement contained in any other subsequently filed document that is considered to be part of this Prospectus changes or replaces that statement. After that, only the statement that is changed or replaced will be considered to be part of this Prospectus.

We file the Registration Statement and our Exchange Act documents and reports, including our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, electronically according to EDGAR. The SEC maintains a website that contains reports, proxy and information statements, and other information regarding registrants that file electronically with the SEC. The address of the site is www.sec.gov.

Upon written or oral request, we will provide, free of charge, to each person to whom this Prospectus is delivered, a copy of any or all of the documents considered to be part of this Prospectus because they are incorporated herein. In accordance with SEC rules, we will provide copies of any exhibits specifically incorporated by reference into the text of the Exchange Act reports (but not any other exhibits). Requests for documents should be directed to:

Equitable Financial Life Insurance Company of America
8501 IBM Drive, Suite 150
Charlotte, NC 28262-4333
Attention: Corporate Secretary (telephone: (212) 554-1234)

Equitable Financial Life Insurance Company
1345 Avenue of the Americas
New York, NY 10105
Attention: Corporate Secretary (telephone: (212) 554-1234)

You can access our website at www.equitable.com.

Independent Registered Public Accounting Firm

The consolidated financial statements and financial statement schedules of Equitable Financial Life Insurance Company of America incorporated in this Prospectus by reference to the Annual Report on Form 10-K for the year ended December 31, 2023 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

PricewaterhouseCoopers LLP provides independent audit services and certain other non-audit services to Equitable Financial Life Insurance Company of America as permitted by the applicable SEC independence rules, and as disclosed in Equitable Financial Life Insurance Company of America's Form 10-K. PricewaterhouseCoopers LLP's address is 214 North Tryon Street, Suite 4200, Charlotte, North Carolina 28202.

The consolidated financial statements and financial statement schedules of Equitable Financial Life Insurance Company incorporated in this Prospectus by reference to the Annual Report on Form 10-K for the year ended December 31, 2023 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

PricewaterhouseCoopers LLP provides independent audit services and certain other non-audit services to Equitable Financial Life Insurance Company as permitted by the applicable SEC independence rules, and as disclosed in Equitable Financial Life Insurance Company's Form 10-K. PricewaterhouseCoopers LLP's address is 300 Madison Avenue, New York, New York 10017.

Disclosure of Commission Position on Indemnification for Securities Act Liability

Insofar as indemnification for liabilities arising under the Securities Act of 1933 (the "Securities Act") may be permitted to directors, officers or persons controlling the registrant , the registrant has been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Appendix: Market value adjustment example

The example below shows how the market value adjustment would be determined and how it would be applied to a withdrawal, assuming that $100,000 was allocated on June 15, 2024 to a fixed maturity option with a maturity date of June 15, 2032 (eight years later) at a hypothetical rate to maturity of 4.00% **(h)**, resulting in a maturity value of $136,886 on the maturity date. We further assume that a withdrawal of $50,000 is made four years later, on June 15, 2028.[a]

	Hypothetical assumed rate to maturity[j] on June 15, 2028	
	2%	**6%**
As of June 15, 2028 before withdrawal		
(1) market adjusted amount[b]	$126,455	$108,409
(2) fixed maturity amount[c]	$116,998	$116,998
(3) market value adjustment: (1) – (2)	$ 9,457	$ (8,589)
On June 15, 2028 after $50,000 withdrawal		
(4) portion of market value adjustment associated with the withdrawal: (3) x [$50,000/(1)]	$ 3,739	$ (3,961)
(5) portion of fixed maturity associated with the withdrawal: $50,000 – (4)	$ 46,261	$ 53,961
(6) market adjusted amount (1) – $50,000	$ 76,455	$ 58,409
(7) fixed maturity amount: (2) – (5)	$ 70,738	$ 63,037
(8) maturity value[d]	$ 82,762	$ 73,752

You should note that in this example, if a withdrawal is made when rates have increased from 4.00% to 6.00% (right column), a portion of a negative market value adjustment is realized. On the other hand, if a withdrawal is made when rates have decreased from 4.00% to 2.00% (left column), a portion of a positive market value adjustment is realized.

Notes:

(a) Number of days from the withdrawal date to the maturity date = D = 1,461

(b) Market adjusted amount is based on the following calculation:

$$\frac{\text{Maturity value}}{(1+j)^{(D/365)}} = \frac{\$136{,}886}{(1+j)^{(1{,}461/365)}}$$ where j is either 2% or 6%

(c) Fixed maturity amount is based on the following calculation:

$$\frac{\text{Maturity value}}{(1+h)^{(D/365)}} = \frac{\$136{,}886}{(1+0.04)^{(1{,}461/365)}}$$

(d) Maturity value is based on the following calculation:

Fixed maturity amount x $(1+h)^{(D/365)}$ = ($70,738 or $63,037) x $(1+0.04)^{(1{,}461/365)}$

Structured Investment Option

Available Under EQUI-VEST® (Series 201), EQUI-VEST® Strategies (Series 900), EQUI-VEST® Strategies (Series 901), EQUI-VEST® Vantage℠ (NJACTS only), EQUI-VEST® Employer-Sponsored Retirement Plans ((Series 100) (TSA and EDC contracts only)) and EQUI-VEST® Employer-Sponsored Retirement Plans ((Series 200) (TSA and EDC contracts only)) Variable Annuity Contracts Issued by Equitable Financial Life Insurance Company of America and Equitable Life Insurance Company

Prospectus dated May 1, 2024

Please read and keep this Prospectus for future reference. It contains important information that you should know before purchasing or taking any other action under your EQUI-VEST® variable annuity contract. Also, this Prospectus must be read along with the appropriate EQUI-VEST® variable annuity contract prospectus. This Prospectus is in addition to the appropriate EQUI-VEST® variable annuity contract prospectus and all information in the appropriate EQUI-VEST® variable annuity contract prospectus continues to apply unless addressed by this Prospectus.

What is the Structured Investment Option?

The Structured Investment Option is an investment option available under EQUI-VEST® (Series 201), EQUI-VEST® Strategies (Series 900), EQUI-VEST® Strategies (Series 901), EQUI-VEST® Vantage℠, EQUI-VEST® Employer-Sponsored Retirement Plans ((Series 100) (TSA and EDC contracts only)) and EQUI-VEST® Employer-Sponsored Retirement Plans ((Series 200) (TSA and EDC contracts only)) variable deferred annuity contracts issued by **Equitable Financial Life Insurance Company of America and Equitable Life Insurance Company** (the "Company", "we", "our" and "us"). See "Definition of key terms" later in this Prospectus for a more detailed explanation of terms associated with the Structured Investment Option. When we use the word "contract" it also includes certificates that are issued under group contracts in some states for EQUI-VEST® Series 201 and EQUI-VEST® Employer-Sponsored Retirement Plans ((Series 100 and Series 200) (TSA and EDC contracts only)), and certificates issued to participants under EQUI-VEST® Strategies Series 900 and 901 contracts. Unless otherwise indicated, when we use EQUI-VEST®, it also includes EQUI-VEST® Strategies Series 900 and 901 and EQUI-VEST® Employer-Sponsored Retirement Plans ((Series 100 and Series 200) (TSA and EDC contracts only)). The Structured Investment Option may not currently be available in all contracts or states. Not all Segment Types are available in all contracts.

The Structured Investment Option permits you to invest in one or more Segments, each of which provides performance tied to the performance of the S&P 500 Price Return Index, the Russell 2000® Price Return Index and the MSCI EAFE Price Return Index, for set periods of one, three or five years. We may offer Segments with different durations and different indices in the future. The Structured Investment Option does not involve an investment in any underlying portfolio. Instead, it is an obligation of the Company. Unlike an index fund, the Structured Investment Option provides a return at maturity designed to provide protection against certain decreases in the Index in exchange for a limitation on participation in certain increases in the Index through the use of Performance Cap Rates. Our minimum Performance Cap Rates for 1, 3, and 5-year Segments are 4%, 12%, and 20%, respectively. **We will not open a Segment with a Performance Cap Rate below the applicable minimum Performance Cap Rate**. The extent of the downside protection at maturity is the first 10% or 20% of loss depending on the Segment Buffer applicable to that Segment. All guarantees are subject to the Company's claims paying ability. **There is a risk of a substantial loss of your principal because you agree to absorb all losses to the extent they exceed the protection provided by the Structured Investment Option at maturity. If you would like a guarantee of principal, we offer other investment options that provide such guarantees.**

The total amount earned on an investment in a Segment of the Structured Investment Option is only applied at maturity. On any date prior to maturity, we calculate the interim value of the Segment as described in "Appendix I — Segment Interim Value". This amount may be less than the amount invested and may be less than the amount you would receive had you held the investment until maturity. The Segment Interim Value will generally be negatively affected by increases in the expected volatility of index prices, interest rate increases, and by poor market performance. All other factors being equal, the Segment Interim Value would be lower the earlier a withdrawal or surrender is made during a Segment. Also, for all contracts using a Performance Cap Rate limiting factor, participation in upside performance for early withdrawals is pro-rated based on the period those amounts were invested in a Segment. This means you participate to a lesser extent in upside performance the earlier you take a withdrawal.

We reserve the right to discontinue the acceptance of, and/or place additional limitations on, contributions and/or transfers into any or all of the Segments comprising the Structured Investment Option. If we exercise this right, your ability to invest in your EQUI-VEST® contract, increase your account value and, consequently, increase your death benefit will be limited. However, subject to any limitations under your EQUI-VEST® contract, you could continue to invest in your contract through the other available investment options.

The terms on this page are only some of the terms associated with the Structured Investment Option. Please read this Prospectus for more details about the Structured Investment Option. Also, this Prospectus must be read along with your EQUI-VEST® contract prospectus, as well as your contract and contract rider for this option. Please refer to Definitions of key terms section of this prospectus that discusses these and other terms associated with the Structured Investment Option. ***Please refer to page 10 of this Prospectus for a discussion of risk factors.***

The SEC has not approved or disapproved these securities or determined if this Prospectus is accurate or complete. Any representation to the contrary is a criminal offense. The contracts are not insured by the FDIC or any other agency. They are not deposits or other obligations of any bank and are not bank guaranteed. They are subject to investment risks and possible loss of principal.

Contents of this Prospectus

When we address the reader of this Prospectus with words such as "you" and "your," we mean the person who has the right or responsibility that the Prospectus is discussing at that point. This is usually the contract owner or participant.

The Company

Equitable America is an Arizona stock life insurance corporation organized in 1969 with an administrative office located at 8501 IBM Drive, Suite 150-GR, Charlotte, NC 28262-4333. Equitable Financial is a New York stock life insurance corporation doing business since 1859 with its home office located at 1345 Avenue of the Americas, New York, NY 10105. We are indirect wholly owned subsidiaries of Equitable Holdings, Inc.

We are licensed to sell life insurance and annuities in all 50 states (except Equitable America is not licensed in the state of New York), the District of Columbia, Puerto Rico and the U.S. Virgin Islands. No other company has any legal responsibility to pay amounts that the Company owes under the contracts. The Company is solely responsible for paying all amounts owed to you under the contract.

How to reach us

Please refer to the "How to reach us" section of the appropriate variable annuity contract prospectus for more information regarding contacting us and communicating your instructions. We also have specific forms that we recommend you use for electing the Structured Investment Option and any Structured Investment Option transactions.

Reports we provide:

- Written confirmation of financial transactions such as when money is transferred into a Segment from a Segment Holding Account.
- Written confirmation of certain non-financial transactions such as when money is not transferred from a Segment Holding Account into a Segment on a Segment Start Date because the declared cap is less than the Performance Cap Threshold, if any; or because Segment maturity occurs after the contract maturity date; a Segment matures; when you change a Performance Cap Threshold; or when you change your current maturity instructions.

Telephone operated program support ("TOPS") and Equitable Client portal systems:

Equitable Client portal is designed to provide you with information through the Internet. TOPS is designed to provide you with up-to-date information via touch-tone telephone.

On Equitable Client portal you can obtain information on:

- the number of units you have in the Segment Holding Account;
- the daily unit values for the Segment Holding Account; and
- your Segment Interim Value.

You can also:

- transfer into and out of the Segment Holding Account;
- update your contribution allocations to the Segment Holding Account;
- obtain information on your Performance Cap Threshold;
- elect or change your Performance Cap Threshold;
- obtain information on your instructions on file for allocating the Segment Maturity Value on the Segment Maturity Date; and
- elect or change your Segment Maturity elections.

TOPS is designed to provide you with up-to-date information via touch-tone telephone.

On TOPS you will be able to:

- obtain information on the number of units you have in the Segment Holding Account;
- obtain information on the daily unit values for the Segment Holding Account;
- obtain information on your Segment Interim Value;
- obtain information on your Performance Cap Threshold;
- elect or change your Performance Cap Threshold;
- transfer into or out of the Segment Holding Account; and
- update contribution allocations to the Segment Holding Account.

We reserve the right to discontinue offering TOPS at any time in the future.

We generally require that the following types of communications be on specific forms we provide for that purpose:

(1) transfers into or out of the Segment Holding Account;

(2) authorization for transfers, including transfers of your Segment Maturity Value on a Segment Maturity Date, by your financial professional;

(3) establishing and changing a Performance Cap Threshold; and

(4) providing instructions for allocating the Segment Maturity Value on the Segment Maturity Date.

We also have specific forms that we recommend you use for the following types of requests:

To cancel or change any of the following, we recommend that you provide the required written notification at least seven calendar days before the next scheduled transaction:

(1) instructions on file for allocating the Segment Maturity Value on the Segment Maturity Date; and

(2) instructions to withdraw your Segment Maturity Value on the Segment Maturity Date.

Some requests may be completed online; you can use our Equitable Client portal system to contact us and to complete such requests through the Internet. In the future, we may require that certain requests be completed online.

Definitions of key terms

Account Value — Your "account value" is the total of: (i) the values of your investment options under your applicable EQUI-VEST® contract outside of the Structured Investment Option, (ii) the values you have in the Segment Holding Account and (iii) your Segment Interim Values. Please refer to your EQUI-VEST® prospectus for additional information.

Business Day — Our "business day" is generally any day the New York Stock Exchange ("NYSE") is open for regular trading and generally ends at 4:00 p.m. Eastern Time (or as of an earlier close of regular trading). If the Securities and Exchange Commission determines the existence of emergency conditions on any day, and consequently, the NYSE does not open, then that day is not a business day.

Company — Refers to Equitable Financial Life Insurance Company of America or Equitable Financial Life Insurance Company. The terms "we", "us", and "our" are also used to identify the issuing Company. Equitable America does not do business or issue contracts in the state of New York. Generally, Equitable Financial Life Insurance Company of America will issue contracts in all states except New York and Equitable Financial Life Insurance Company will issue contracts in New York. However, if any selling agent is an Equitable Advisors financial professional who has a business address in the state of New York, the issuing Company will be Equitable Financial Life Insurance Company, even if the contract is issued in a state other than New York.

Index — An Index used to determine the Segment Rate of Return for a Segment. We currently offer Segment Types based on the performance of the S&P 500 Price Return Index, the Russell 2000® Price Return Index and the MSCI EAFE Price Return Index. In the future, we may offer Segment Types based on other indices.

Index Performance Rate — For a Segment, the percentage change in the value of the related Index from the Segment Start Date to the Segment Maturity Date. The Index Performance Rate may be positive or negative.

Performance Cap Rate — The highest Segment Rate of Return that can be credited on a Segment Maturity Date.

Performance Cap Threshold — A minimum rate you may specify as a participation requirement that the Performance Cap Rate for a new Segment must equal or exceed in order for amounts to be transferred from a Segment Holding Account into a new Segment.

SEC — Securities and Exchange Commission.

Segment — An investment option we establish with a specific Index, Segment Duration, Segment Buffer, Segment Maturity Date and Performance Cap Rate.

Segment Buffer — The portion of any negative Index Performance Rate that we absorb on a Segment Maturity Date for a particular Segment. Any percentage decline in a Segment's Index Performance Rate in excess of the Segment Buffer reduces your Segment Maturity Value. We currently offer Segment Buffers of -10% and -20%.

Segment Business Day — A business day that all indices underlying Segments available for similar investment options available under all our variable annuity contracts are scheduled to be open and to publish prices. A scheduled holiday for any one index disqualifies that day from being scheduled as a Segment Business Day for all Segments. We use Segment Business Days in this manner so that, based on published holiday schedules, we mature all Segments on the same day and start all new Segments on a subsequent day.

To obtain currently scheduled Segment Start Dates and Segment Maturity Dates, please visit www.equitable.com/equivestsio.

This design, among other things, facilitates the roll over of maturing Segment Investments into new Segments. It is possible that due to emergency conditions, an Index cannot provide a price on a day that was scheduled to be a Segment Business Day. If the NYSE experiences an emergency close and cannot publish any prices, we cannot mature or start any Segments.

Segment Duration — The period from the Segment Start Date to the Segment Maturity Date. We currently offer Segment Durations of one year, three years or five years.

Segment Holding Account — An account that holds all contributions and transfers allocated to the Segment Type pending investment in a Segment. The Segment Holding Account is part of the EQ/Money Market variable investment option. If we were to offer different Segment Types in the future, there would be a Segment Holding Account for each Segment Type.

Segment Interim Value — The value of your investment in a Segment prior to the Segment Maturity Date.

Segment Investment — The amount transferred to a Segment on its Segment Start Date, as adjusted for any withdrawals and charges from that Segment.

Segment Maturity Date — The Segment Business Day on which a Segment ends. This is generally the first Segment Business Day occurring after the 13th of the same month as the Segment Start Date in the calendar year in which the Segment Duration ends.

Segment Maturity Date Requirement — You will not be invested in a Segment if the Segment Maturity Date is later than your EQUI-VEST® contract maturity date.

Segment Maturity Value — The value of your investment in a Segment on the Segment Maturity Date.

Segment Participation Requirements — The requirements that must be met before we transfer amounts from a

Segment Holding Account to a new Segment on a Segment Start Date.

Segment Rate of Return — If the Index Performance Rate is positive, then the Segment Rate of Return is a rate equal to the Index Performance Rate, but not more than the Performance Cap Rate. If the Index Performance Rate is negative, but declines by a percentage less than or equal to the Segment Buffer, then the Segment Rate of Return is 0%. If the Index Performance Rate is negative, and declines by more than the Segment Buffer, then the Segment Rate of Return is negative, but will not reflect the first -10% or -20% of downside performance, depending on the Segment Buffer applicable to that Segment.

Segment Return Amount — Equals the Segment Investment multiplied by the Segment Rate of Return.

Segment Start Date — The Segment Business Day on which a new Segment is established. This is generally the second Segment Business Day occurring after the 13th of each month.

Segment Type — Comprises all Segments having the same Index, Segment Duration, and Segment Buffer. Each Segment Type has a corresponding Segment Holding Account.

Structured Investment Option — An investment option that permits you to invest in various Segments, each tied to the performance of an Index, and participate in the performance of the Index.

Structured Investment Option at a glance — key features

Structured Investment Option	See "Definition of key terms" on the prior page and "Description of the Structured Investment Option" later in this Prospectus for more detailed explanations of terms associated with the Structured Investment Option.

- Seven Segment Types with Segment Durations of one, three and five years.
- Investments in Segments are not investments in underlying mutual funds; Segments are not "index funds." A Segment Type offers an opportunity to invest in a Segment that is tied to the performance of an Index. You participate in the performance of an Index by investing in a Segment. You do not participate in the investment results of any assets we hold in relation to a Segment. We hold assets in a "non-unitized" separate account we have established under the New York Insurance Law to support our obligations under the Structured Investment Option. We calculate the results of an investment in a Segment pursuant to one or more formulas described later in this Prospectus. Depending upon the performance of the Index, you could lose money by investing in one or more Segments.
- The Index is used to determine the Segment Rate of Return for a Segment. We currently offer Segment Types based on the performance of the S&P 500 Price Return Index, the Russell 2000® Price Return Index, and the MSCI EAFE Price Return Index. In the future, we may offer Segment Types based on other indices.
- The Segment Return Amount (which equals the Segment Investment multiplied by the Segment Rate of Return) will only be applied on the Segment Maturity Date.
- The Segment Rate of Return could be positive, zero, or negative. **There is a risk of a substantial loss of your principal because you agree to absorb all losses to the extent they exceed the applicable Segment Buffer.**
- We will declare a Performance Cap Rate for each Segment, on the Segment Start Date. The Performance Cap Rate is the highest Segment Rate of Return that can be credited on the Segment Maturity Date for that Segment. The Performance Cap Rate may limit your participation in any increases in the underlying Index associated with a Segment. Our minimum Performance Cap Rates for 1, 3, and 5-year Segments are 4%, 12%, and 20%, respectively. **We will not open a Segment with a Performance Cap Rate below the applicable minimum Performance Cap Rate**. In some cases, we may decide not to declare a Performance Cap Rate for a Segment, in which case there is no maximum Segment Rate of Return for that Segment.
- You can set a Performance Cap Threshold for any Segment Type in which you plan to invest. By doing so, amounts you allocate to a Segment Holding Account will only be transferred into a new Segment if the Performance Cap Rate we declare for that Segment is equal to or exceeds your Performance Cap Threshold. If you do not specify a Performance Cap Threshold, or your Performance Cap Threshold expires, you risk the possibility that you will be automatically transferred into a Segment with a Performance Cap Rate that does not meet your investment objectives. For more information about the operation of Performance Cap Thresholds, see "Segment Participation Requirements" in "Description of the Structured Investment Option" later in this Prospectus.
- On any date prior to maturity, we calculate the Segment Interim Value for each Segment as described in "Appendix I — Segment Interim Value". This amount may be less than the amount invested and may be less than the amount you would receive had you held the investment until maturity. The Segment Interim Value will generally be negatively affected by increases in the expected volatility of index prices, interest rate increases, and by poor market performance. All other factors being equal, the Segment Interim Value would be lower the earlier a withdrawal or surrender is made during a Segment. Also, for all contracts using a Performance Cap Rate limiting factor, participation in upside performance for early withdrawals is pro-rated based on the period those amounts were invested in a Segment. This means you participate to a lesser extent in upside performance the earlier you take a withdrawal.
- **Both the Performance Cap Rate and the Segment Buffer are rates of return from the Segment Start Date to the Segment Maturity Date, not annual rates of return, even if the Segment Duration is longer than one year. Therefore your Performance Cap Threshold is also not an annual rate, as it is based on the Segment Duration.**

Structured Investment Option (continued)	• **The highest level of protection on a Segment Maturity Date is the -20% Segment Buffer and the lowest level of protection is the -10% Segment Buffer.** • **This product generally offers greater upside potential, but less downside protection, on a Segment Maturity Date than fixed index annuities, which provide a guaranteed minimum return.** • A specified minimum amount must be accumulated in the Segment Holding Account before it can be swept into a Segment (variations may apply). • Contributions or amounts accumulated in other investment options can be allocated to the Segment Holding Account. • Your entire account value can be allocated to the Structured Investment Option. • We reserve the right to suspend or terminate contributions and/or transfers into the Segment Holding Account.
Fees and charges	Please see “Fee table summary” later in this section for complete details.

The table above summarizes only certain current key features of the Structured Investment Option. The table also summarizes certain current limitations, restrictions and exceptions to those features that we have the right to impose under the Structured Investment Option and that are subject to change in the future. In some cases, other limitations, restrictions and exceptions may apply. The Structured Investment Option may not currently be available in all contracts or states.

For more detailed information, we urge you to read the contents of this Prospectus in conjunction with your EQUI-VEST® variable annuity prospectus, as well as your contract. This Prospectus is a disclosure document and describes all of the Structured Investment Option material features, benefits, rights and obligations, as well as other information. The Prospectus should be read carefully before investing. Please feel free to speak with your financial professional, or call us, if you have any questions.

Fee table summary

The following table describes the fees and expenses that you will pay when electing and making surrenders and other distributions (including loans and charges) from the Structured Investment Option.

Adjustments for early surrender or other distribution from a Segment		
When calculation is made	**Maximum amount that may be lost[(1)]**	
	-10% Buffer	**-20% Buffer**
Segment Interim Value is applied on surrender or other distribution (including loans and charges) from a Segment prior to its Segment Maturity Date	90% of Segment Investment	80% of Segment Investment

Notes:

(1) The actual amount of the Segment Interim Value calculation is determined by a formula that depends on, among other things, the Segment Buffer and how the Index has performed since the Segment Start Date, as discussed in detail under "Appendix I" later in this Prospectus. The maximum loss would occur if there is a total distribution for a Segment with a -10% or -20% buffer at a time when the Index price has declined to zero. If you surrender or cancel your variable annuity contract, die or make a withdrawal from a Segment before the Segment Maturity Date, the Segment Buffer will not necessarily apply to the extent it would on the Segment Maturity Date, and any upside performance will be limited to a percentage lower than the Performance Cap Rate. Please see "Performance Cap Rate limiting factor" in the Appendix I: Segment Interim Value, for table(s) showing which contracts will no longer use a Performance Cap Rate limiting factor.

This fee table applies specifically to the Structured Investment Option and should be read in conjunction with the fee table in your EQUI-VEST® contract prospectus.

1. Risk factors

This section discusses risks associated with some features of the Structured Investment Option. See "Definition of key terms" earlier in this Prospectus and "Description of the Structured Investment Option" later in this Prospectus for more detailed explanations of terms associated with the Structured Investment Option.

- There is a risk of a substantial loss of your principal because you agree to absorb all losses from the portion of any negative Index Performance Rate that exceeds the Segment Buffer for any Segment at maturity. Currently, the only levels of protection are the -10% or the -20% Segment Buffers at maturity.
- Your Segment Rate of Return for a Segment is limited by its Performance Cap Rate, which could cause your Segment Rate of Return to be lower than it would otherwise be if you invested in a mutual fund or exchange-traded fund designed to track the performance of the Index.
- We declare a Performance Cap Rate for each Segment, which is the highest Segment Rate of Return that can be credited on the Segment Maturity Date for that Segment. The Performance Cap Rate may limit your participation in any increases in the underlying Index associated with a Segment. Our minimum Performance Cap Rates for 1, 3, and 5-year Segments are 4%, 12%, and 20%, respectively. **We will not open a Segment with a Performance Cap Rate below the applicable minimum Performance Cap Rate.** In some cases, we may decide not to declare a Performance Cap Rate for a Segment, in which case there is no maximum Segment Rate of Return for that Segment.
- The Performance Cap Rate is determined on the Segment Start Date. You will not know the rate in advance. Prior to the Segment Start Date, you may elect a Performance Cap Threshold. The threshold represents the minimum Performance Cap Rate you find acceptable for a particular Segment. If we declare a cap that is lower than the threshold you specify, you will not be invested in that Segment and your account value will remain in that Segment Holding Account until the next available Segment for which your threshold is met or you provide us with alternative instructions. You risk having amounts remain in Segment Holding Accounts for lengthy periods of time rather than being invested in Segments. If you do not specify a threshold, you risk the possibility that the Performance Cap Rate established will have a lower cap than you would find acceptable. We will not open a Segment if the Performance Cap Rate for 1, 3, and 5-year Segments would be less than 4%, 12%, and 20%, respectively. The Performance Cap Rate is a rate of return from the Segment Start Date to the Segment Maturity Date.
- The method we use in calculating your Segment Interim Value may result in an amount lower than your Segment Investment, even if the Index has experienced positive investment performance since the Segment Start Date. Also, this amount may be less than the amount you would receive had you held the investment until maturity.
  - If you take a withdrawal, including required minimum distributions, and there is insufficient value in the other investment options available under your EQUI-VEST® contract and the Segment Holding Account, we will withdraw amounts pro rata from any active Segments in your EQUI-VEST® contract. Amounts withdrawn from active Segments will be valued using the formula for calculating the Segment Interim Value.
  - Amounts paid on death or surrender before the Segment Maturity Date, will be based on the Segment Interim Value.
  - Any calculation of the Segment Interim Value will generally be affected by changes in both the volatility and level of the Index, as well as interest rates. The calculation of the Segment Interim Value is linked to various factors, including the value of a basket of put and call options on the Index as described in "Appendix I" of this Prospectus. The Segment Interim Value will generally be negatively affected by increases in the expected volatility of index prices, interest rate increases, and by poor market performance. All other factors being equal, the Segment Interim Value would be lower the earlier a withdrawal or surrender is made during a Segment. Also, for all contracts using a Performance Cap Rate limiting factor, participation in upside performance for early withdrawals is pro-rated based on the period those amounts were invested in a Segment. This means you participate to a lesser extent in upside performance the earlier you take a withdrawal.
- You cannot transfer out of a Segment prior to its maturity to another investment option. You can only make withdrawals out of a Segment or surrender your EQUI-VEST® contract. The amount you would receive would be calculated using the formula for the Segment Interim Value.
- We may not offer new Segments. Therefore, a Segment may not be available for you to transfer your Segment Maturity Value into after the Segment Maturity Date.
- We have the right to substitute an alternative index prior to Segment Maturity if the publication of the Index is discontinued or at our sole discretion we determine that

our use of the Index should be discontinued or if the calculation of the Index is substantially changed. If we substitute an index for an existing Segment, we would not change the Segment Buffer or Performance Cap Rate. We would attempt to choose a substitute index that has a similar investment objective and risk profile to the replaced index.

- The amounts held in the Segment Holding Account may earn a return that is less than the return you might have earned if those amounts were held in another investment option.
- The level of risk you bear and your potential investment performance will differ depending on the investments you choose.
- If your account value falls below the applicable minimum account size as a result of a withdrawal, your EQUI-VEST® contract may terminate.
- No company other than the Company has any legal responsibility to pay amounts that the Company owes under the contract. You should look to the financial strength of the Company for its claims-paying ability.

COVID-19

The COVID-19 pandemic has negatively impacted the U.S. and global economies. A wide variety of factors continue to impact financial and economic conditions, including, among others, volatility in the financial markets, rising inflation rates, supply chain disruptions, continued low interest rates and changes in fiscal or monetary policy. Efforts to prevent the spread of COVID-19 have affected our business directly in a number of ways, including through the temporary closures of many businesses and schools and the institution of social distancing requirements in many states and local communities. Businesses or schools that have reopened have restricted or limited access for the foreseeable future and may do so on a permanent or episodic basis. As a result, our ability to sell products through our regular channels and the demand for our products and services has been significantly impacted.

While we have implemented risk management and contingency plans with respect to the COVID-19 pandemic, such measures may not adequately protect our business from the full impacts of the pandemic. Currently, most of our employees and advisors are continuing to work remotely. Extended periods of remote work arrangements could introduce additional operational risk including, but not limited to, cybersecurity risks, and impair our ability to effectively manage our business. We also outsource a variety of functions to third parties whose business continuity strategies are largely outside our control.

Economic uncertainty resulting from the COVID-19 pandemic may have an adverse effect on product sales and result in existing policyholders withdrawing at greater rates. COVID-19 could have an adverse effect on our insurance business due to increased mortality and morbidity rates. The cost of reinsurance to us for these policies could increase, and we may encounter decreased availability of such reinsurance. If policyholder lapse and surrender rates or premium waivers significantly exceed our expectations, we may need to change our assumptions, models or reserves.

Our investment portfolio has been, and may continue to be, adversely affected by the COVID-19 pandemic. Our investments in mortgages and commercial mortgage-backed securities have been, and could continue to be, negatively affected by delays or failures of borrowers to make payments of principal and interest when due. In some jurisdictions, local governments have imposed delays or moratoriums on many forms of enforcement actions. Furthermore, declines in equity markets and interest rates, reduced liquidity or a continued slowdown in the U.S. or in global economic conditions may also adversely affect the values and cash flows of investments. Market volatility also caused significant increases in credit spreads, and any continued volatility may increase our borrowing costs and decrease product fee income. Further, severe market volatility may leave us unable to react to market events in a prudent manner consistent with our historical investment practices.

The extent of the COVID-19 pandemic's impact on us will depend on future developments that are still highly uncertain, including the severity and duration of the pandemic, actions taken by governments and other third parties in response to the pandemic and the availability and efficacy of vaccines against COVID-19 and its variants.

Cybersecurity risks and catastrophic events

We rely heavily on interconnected computer systems and digital data to conduct our variable product business. Because our variable product business is highly dependent upon the effective operation of our computer systems and those of our business partners, our business is vulnerable to disruptions from utility outages, and susceptible to operational and information security risks resulting from information systems failure (e.g., hardware and software malfunctions), and cyberattacks. These risks include, among other things, the theft, misuse, corruption and destruction of data maintained online or digitally, interference with or denial of service, attacks on websites and other operational disruption and unauthorized use or abuse of confidential customer information. Systems failures and cyberattacks, as well as, any other catastrophic event, including natural and manmade disasters, public health emergencies, pandemic diseases, terrorist attacks, floods or severe storms affecting us, any third-party administrator, the underlying funds, intermediaries and other affiliated or third-party service providers may adversely affect us, our business operations and your account value. Systems failures and cyberattacks may also interfere with our processing of contract transactions, including the processing of orders from our website or with the underlying funds, impact our ability to calculate account values, cause the release and possible destruction of confidential customer or business information, impede order processing, subject us and/or our service providers and intermediaries to regulatory fines and financial losses and/or cause reputational damage. In addition, the occurrence of any pandemic disease (like COVID-19), natural disaster, terrorist attack or any other event that results in our workforce, and/or employees of service providers and/or third-party administrators, being compromised and unable or unwilling to fully perform their responsibilities, could likewise result in interruptions in our service, including our ability to issue contracts and process contract transactions. Even when our workforce and employees of our service providers and/or third-party administrators can work remotely, those remote work arrangements could result in our business operations being less efficient than under normal circumstances and lead to delays in our issuing contracts and processing of other contract-related transactions, as well as possibly being more susceptible to cyberattacks. Cybersecurity risks and catastrophic events may also impact the issuers of securities in which the underlying funds invest, which may cause the funds underlying your contract to lose value. While there can be no assurance that we or the underlying funds or our service providers will avoid losses affecting your contract due to cyberattacks, information security breaches or other catastrophic events in the future, we take reasonable steps to mitigate these risks and secure our systems and business operations from such failures, attacks and events.

Structured Investment Option

The Structured Investment Option consists of Segment Types which provide a rate of return tied to the performance of an Index. Each month, you have the opportunity to invest in a Segment, subject to the requirements, limitations and procedures disclosed in this section. Investments in Segments are not investments in underlying mutual funds; Segments are not "index funds." The Structured Investment Option is not available in all states. Please contact the customer service group referenced in the Prospectus or your financial professional for information on state availability. Also, see "Appendix: State contract availability and/or variations of certain features and benefits" for more information.

Segment Holding Account *— an account that holds all contributions and transfers allocated to a Segment Type pending investment in a Segment. The Segment Holding Account is part of the EQ/Money Market variable investment option.*
Segment Start Date *— the Segment Business Day on which a new Segment is established. This is generally the second Segment Business Day occurring after the 13th of each month.*
Segment Investment *— the amount transferred to a Segment on its Segment Start Date, as adjusted for any withdrawals and charges from that Segment.*

Segment Type

We currently offer seven Segment Types. We intend to offer a Segment each month, on the Segment Start Date. We are not obligated to offer any one particular Segment Type. Also, we are not obligated to offer any Segment Type. A Segment Type refers to Segments that have the same Index, Segment Duration, and Segment Buffer. A Segment Type has a corresponding Segment Holding Account. Please refer to the "Definitions of key terms" section earlier in this Prospectus for a discussion of these terms. Not all Segment Durations are available in all states. Please see "Appendix: State contract availability and/or variations of certain features and benefits" for more information.

Segment Business Day *— a business day that all indices underlying Segments available for similar investment options available under all our variable annuity contracts are scheduled to be open and to publish prices. A scheduled holiday for any one index disqualifies that day from being scheduled as a Segment Business Day for all Segments. We use Segment Business Days in this manner so that, based on published holiday schedules, we mature all Segments on the same day and start all new Segments on a subsequent day.*

To obtain currently scheduled Segment Start Dates and Segment Maturity Dates, please visit www.equitable.com/equivestsio.

This design, among other things, facilitates the roll over of maturing Segment Investments into new Segments. It is possible that due to emergency conditions, an Index cannot provide a price on a day that was scheduled to be a Segment Business Day. If the NYSE experiences an emergency close and cannot publish any prices, we cannot mature or start any Segments.

Segment Duration *— the period from the Segment Start Date to the Segment Maturity Date. We currently offer Segment Durations of one year, three years and five years.*
Segment Buffer *— the portion of any negative Index Performance Rate that we absorb on a Segment Maturity Date for a particular Segment. Any percentage decline in a Segment's Index Performance Rate in excess of the Segment Buffer reduces your Segment Maturity Value. We currently offer Segment Buffers of -10% and -20%.*

The following Segment Types are currently available:

Index	Segment Duration	Segment Buffer
S&P 500 Price Return Index	1 year	-10%
S&P 500 Price Return Index	3 year	-20%
S&P 500 Price Return Index	5 year	-20%
Russell 2000® Price Return Index	1 year	-10%
Russell 2000® Price Return Index	3 year	-20%
Russell 2000® Price Return Index	5 year	-20%
MSCI EAFE Price Return Index	1 year	-10%

At maturity, the highest level of protection is the -20% Segment Buffer and the lowest level of protection is the -10% Segment Buffer.

The Indices are described in more detail below, under the heading "Indices."

Each Segment has a Performance Cap Rate that we set on the Segment Start Date. See "Performance Cap Rate" below.

For example, a Segment could be S&P 500 Price Return Index/1 year/-10%/September 2024 with a 20% Performance Cap Rate declared on the Segment Start Date. This means that you will participate in the performance of the S&P 500 Price Return Index for one year starting from the September 2024 Segment Start Date. If the Index performs positively during this period, your rate of return at maturity could be as much as 20% for that Segment Duration. If the Index performs negatively during this period, at maturity you will be protected from the first 10%

of the Index's decline. If the Index performance is between -10% and 0%, your Segment Return Amount at maturity will equal your Segment Investment.

Performance Cap Rate *— the highest Segment Rate of Return that can be credited on a Segment Maturity Date.*
Index Performance Rate *— for a Segment, the percentage change in the value of the Index from the Segment Start Date to the Segment Maturity Date. The Index Performance Rate may be positive or negative.*
Performance Cap Threshold *— the minimum rate you may specify as a participation requirement that the Performance Cap Rate for a new Segment must equal or exceed in order for amounts to be transferred from the Segment Holding Account into a new Segment.*

Both the Performance Cap Rate and the Segment Buffer are rates of return from the Segment Start Date to the Segment Maturity Date. The performance of the Index, the Performance Cap Rate and the Segment Buffer are all measured from the Segment Start Date to the Segment Maturity Date, and the Performance Cap Rate and Segment Buffer apply if you hold the Segment until the Segment Maturity Date. If you surrender or cancel your EQUI-VEST® contract, die or make a withdrawal from a Segment before the Segment Maturity Date, the Segment Buffer will not necessarily apply to the extent it would on the Segment Maturity Date, and any upside performance will be limited to a percentage lower than the Performance Cap Rate. Please see "Your account value in the Structured Investment Option" later in this section. A partial withdrawal from a Segment does not affect the Performance Cap Rate and Segment Buffer that apply to any remaining amounts that are held in the Segment through the Segment Maturity Date. Please see "Performance Cap Rate limiting factor" in the Appendix I: Segment Interim Value, for table(s) showing which contracts will no longer use a Performance Cap Rate limiting factor.

We reserve the right to offer any or all Segment Types less frequently than monthly or to stop offering any or all of them or to suspend offering any or all of them temporarily. Please see "Suspension, termination and changes to the Segment Type and Index" later in this section. We may also add different Segment Types in the future.

You may not have more than 12 active Segments in addition to the Segment Holding Account.

Indices

Each Segment Type references an Index that determines the performance of its associated Segments. We currently offer Segment Types based on the performance of the S&P 500 Price Return Index, the Russell 2000® Price Return Index and the MSCI EAFE Price Return Index. Throughout this Prospectus, we refer to these indices using the term "Index" or, collectively, "Indices."

Please note that each Index is a price return index, which means that changes in the value of the Index are determined solely by changes in the price of each security included in the Index. By contrast, a total return index also includes the value of all dividends, interest, rights offerings or other distributions associated with each security included in the index. For example, the value of the S&P 500 Total Return Index incorporates dividends and other distributions by assuming that they are reinvested in the entire index.

S&P 500 Price Return Index. The S&P 500 Price Return Index was established by Standard & Poor's. The S&P 500 Price Return Index includes 500 leading companies in leading industries of the U.S. economy, capturing 75% coverage of U.S. equities. The S&P 500 Price Return Index does not include dividends declared by any of the companies included in this Index.

Russell 2000® Price Return Index. The Russell 2000® Price Return Index was established by Russell Investments. The Russell 2000® Price Return Index measures the performance of the small-cap segment of the U.S. equity universe. The Russell 2000® Price Return Index is a subset of the Russell 3000® Index representing approximately 10% of the total market capitalization of that index. It includes approximately 2,000 of the smallest securities based on a combination of their market cap and current index membership. The Russell 2000® Price Return Index does not include dividends declared by any of the companies included in this Index.

MSCI EAFE Price Return Index. The MSCI EAFE Price Return Index was established by MSCI. The MSCI EAFE Price Return Index is a free float-adjusted market capitalization index that is designed to measure the equity market performance of developed markets, excluding the US and Canada. As of the date of this Prospectus the MSCI EAFE Price Return Index consisted of the following 22 developed market country indices: Australia, Austria, Belgium, Denmark, Finland, France, Germany, Greece, Hong Kong, Ireland, Israel, Italy, Japan, the Netherlands, New Zealand, Norway, Portugal, Singapore, Spain, Sweden, Switzerland, and the United Kingdom. The MSCI EAFE Price Return Index does not include dividends declared by any of the companies included in this Index.

Segment Holding Account

Any contribution or transfer designated for a Segment Type will be allocated to the Segment Holding Account until the Segment Start Date. The Segment Holding Account is part of the EQ/Money Market variable investment option. Please see "Separate Account Annual Expenses" later in this Prospectus for more information regarding non-guaranteed charge waivers in the Segment Holding Account. You must transfer or contribute to the Segment Holding Account for the corresponding Segment Type if you want to invest in a Segment; you cannot transfer or contribute directly to a Segment.

You can transfer amounts from the Segment Holding Account into any of the investment options, or another Segment Holding Account at any time up to the close of business on the last business day before the Segment Start Date.

Please refer to the "How to reach us" section in your EQUI-VEST® variable annuity contract prospectus for more information regarding contacting us and communicating your instructions. We also have specific forms that we recommend you use for electing the Structured Investment Option and any Structured Investment Option transactions.

Segment Start Date

Each Segment will have a Segment Start Date, which is generally the second Segment Business Day occurring after the 13th of the month. However, the Segment Start Date may sometimes be a later date under certain circumstances. Please see "Setting the Segment Maturity Date and Segment Start Date" below.

Segment Rate of Return

If the Index Performance Rate is positive, then the Segment Rate of Return is a rate equal to the Index Performance Rate, but not more than the Performance Cap Rate. If the Index Performance Rate is negative, but declines by a percentage less than or equal to the Segment Buffer, then the Segment Rate of Return is 0%. If the Index Performance Rate is negative, and declines by more than the Segment Buffer, then the Segment Rate of Return is negative, but will not reflect the first -10% or -20% of downside performance, depending on the Segment Buffer applicable to that Segment.

Performance Cap Rate

The Performance Cap Rate is the maximum Segment Rate of Return that each Segment will be credited with on the Segment Maturity Date. We will declare a Performance Cap Rate for each Segment on the Segment Start Date.

Because we declare the Performance Cap Rate for a Segment on its Segment Start Date, you will not know the Performance Cap Rate for a new Segment until your account value has been transferred from the corresponding Segment Holding Account into the Segment. You may not transfer out of a Segment before the Segment Maturity Date. Please see "Transfers" below. For this reason, we permit you to specify a Performance Cap Threshold, which we describe below under "Segment Participation Requirements." For more information regarding transfer restrictions, please see "Transfers" later on in this Prospectus and your EQUI-VEST® contract prospectus.

The Performance Cap Rate may limit your participation in any increase in the underlying Index associated with a Segment. Our minimum Performance Cap Rates for 1, 3, and 5-year Segments are 4%, 12%, and 20%, respectively. For more information about the Segment suspension, see "Suspension, Termination and Changes to Segment Types and Indices" later in this section. We guarantee that for the life of your contact we will not open a Segment with a Performance Cap Rate below the applicable minimum Performance Cap Rate. In some cases, we may decide not to declare a Performance Cap Rate for a Segment, in which case there is no maximum Segment Rate of Return for that Segment and you will receive the Index Performance Rate for that Segment subject to the Segment Buffer.

Please note that the Performance Cap Rate and Segment Rate of Return are rates of return from the Segment Start Date to the Segment Maturity Date. The Performance Cap Rate is set at our sole discretion.

Segment Participation Requirements

All amounts in the Segment Holding Account as of the close of business on the business day preceding the Segment Start Date, plus any earnings on those amounts, will be transferred into the Segment on the Segment Start Date, provided that all participation requirements are met.

Amounts transferred into the Segment Holding Account on a Segment Start Date will not be included in any new Segment created that day. These amounts will remain in the Segment Holding Account until they are transferred out or the next Segment Start Date on which the participation requirements are met for the amounts to be transferred into a new Segment.

If you change your Performance Cap Threshold on a Segment Start Date, that Performance Cap Threshold will not affect the participation requirements for any Segment created that day. For example if you have a Performance Cap Threshold on file of 6.0%, but change it to 9.0% on a Segment Start Date, any amounts in the Segment Holding Account will be transferred into a new Segment of the Segment Type that we create that day with a Participation Cap Rate equal to or higher than 6.00%, if the other participation requirements are met. For example, a Performance Cap Rate of 7.0% would meet your Performance Cap Threshold on that Segment Start Date.

The following participation requirements must be met on a Segment Start Date in order for any amount designated for a Segment Type to be transferred from a Segment Holding Account into the designated new Segment: (1) A minimum amount of $1,000 (variations may apply) must be in the Segment Holding Account; (2) Segment is available; (3) Segment Maturity Date Requirement is met; and (4) Performance Cap Threshold is met. If these requirements are met, your account value in the Segment Holding Account will be transferred into a new Segment. This amount is your initial Segment Investment.

The following participation requirements must be met on a Segment Start Date in order for any amount designated for a Segment Type to be transferred from a Segment Holding Account into the designated new Segment: (1) minimum sweep amount is met; (2) Segment is available; (3) Segment Maturity Date Requirement is met; and (4) Performance Cap Threshold is met. If these requirements are met, your account value in the Segment Holding Account will be transferred into a new Segment. This amount is your initial Segment Investment.

(1) Minimum sweep amount is met. For Segments with a duration of greater than 1 year, the minimum amount that must be in the Segment Holding Account before it will be transferred into a new Segment is $1,000. For 1-year Segments, the minimum amount that must be accumulated in the Segment Holding Account before it will be swept into a 1-year Segment varies as follows:

- ***For EQUI-VEST® (Series 201), EQUI-VEST Employer-Sponsored Retirement Plans (Series 100) and EQUI-VEST® Employer-Sponsored Retirement Plans (Series 200) TSA and EDC contracts only, EQUI-VEST® Strategies (Series 900) and EQUI-VEST® Strategies (Series 901) contracts,*** the minimum amount that must be in the Segment Holding Account for a 1-year Segment before it will be transferred into a new 1-year Segment is $5.00 in most states. Please contact the customer service group referenced in the Prospectus or your financial professional for information on state availability. Also see "Appendix" State contract availability and/or variations of certain features and benefits" for more information on state variations to the minimum amount that must be accumulated in the Segment Holding Account before it will be swept into a 1-year Segment.
- ***EQUI-VEST® Vantage℠ contracts,*** the minimum amount that must be in the Segment Holding Account for a 1-year Segment before it will be transferred into a new 1-year Segment is $1,000.

(2) Segment is available. We may suspend or terminate any Segment Type, at our sole discretion, at any time. If we terminate a Segment Type, no new Segments of that Segment Type will be created, and the amount that would have been transferred to the Segment will be transferred to the EQ/Money Market variable investment option instead. If we suspend a Segment Type, no new Segments of that Segment Type will be created until the suspension ends, and the amount that would have been transferred to the Segment will remain in the Segment Holding Account.

(3) Segment Maturity Date Requirement is met. The Segment Maturity Date must occur on or before the contract maturity date. If the Segment Maturity Date is after the EQUI-VEST® contract maturity date, your account value in the Segment Holding Account will be transferred to the EQ/Money Market variable investment option.

(4) Performance Cap Threshold is met. When you allocate a contribution or transfer to a Segment Type, you may specify a Performance Cap Threshold in a whole percentage rate of 6%, 7%, 8% or 9%. Your value in the Segment Holding Account will not be transferred into the corresponding Segment unless the Performance Cap Rate we declare on the Segment Start Date is equal to or higher than your Performance Cap Threshold, and the other participation requirements are met.

For example, you may specify a Performance Cap Threshold of 8.0%. If we set a Performance Cap Rate of 8.0% or higher for the next available Segment of that Segment Type, then we will transfer the applicable account value to the new Segment, provided all other requirements and conditions are met. However, if we set the Performance Cap Rate at 7.9% for that Segment, the applicable account value would not be transferred to the new Segment and your account value will remain in the Segment Holding Account, until the next available Segment for which your threshold is met.

If you specify a Performance Cap Threshold, it will remain in effect until you change it.

If you do not specify a Performance Cap Threshold, then we will transfer your account value from the Segment Holding Account into a Segment, regardless of how low the Performance Cap Rate may be if the other participation requirements are met.

Once your account value has been swept from a Segment Holding Account into a Segment, transfers into or out of that Segment before its Segment Maturity Date are not permitted.

We permit you, but do not require you, to specify a Performance Cap Threshold so that you have additional flexibility in managing your contract. We do not require that you select a Performance Cap Threshold because you may wish to invest in a Segment regardless of the particular Performance Cap Rate. If you do not specify a threshold, you risk the possibility that the Performance Cap Rate established will have a lower cap on returns than you would otherwise find acceptable. You may wish to discuss with your financial professional whether to specify a Performance Cap Threshold and, if so, at what percentage.

You will receive confirmation of any Performance Cap Threshold you set that indicates the date on which the Performance Cap Threshold expires. You can also monitor your Performance Cap Thresholds, including their expiry dates, using Equitable Client portal.

Segment Maturity Date

Your Segment Maturity Date is generally the first Segment Business Day occurring after the 13th day of the same month as the Segment Start Date in the calendar year in which the Segment Duration ends. However, the Segment Maturity Date in a particular month may be a later date under certain circumstances. Please see "Setting the Segment Maturity Date and Segment Start Date" below.

You may tell us how to allocate the Segment Maturity Value among the investment options. You may tell us either to follow your allocation instructions on file for new contributions, to withdraw all or a portion of your Segment Maturity Value, or to transfer your Segment Maturity Value to the next available Segment, provided the participation requirements are met.

Segment Maturity Value — *the value of your investment in a Segment on the Segment Maturity Date.*

As stated above, you may elect to have maturing Segments invested according to your allocations on file. You may also elect to transfer all or a portion of your Segment Maturity Value to the next available Segment. The designated portion of your Segment Maturity Value will be transferred to the Segment Holding Account, as of the close of business on the Segment Maturity Date. Assuming that all participation requirements are met, the designated amounts will be treated like any other amounts in a Segment Holding Account. On the next Segment Start Date, the designated amounts in the Segment Holding Account will be transferred into the Segment. Typically, this means the designated amounts would be held in a Segment Holding Account for one business day.

If you have not provided us with maturity instructions, the Segment Maturity Value will be transferred to the Segment Holding Account. Your Segment Maturity Value would then be transferred from that Segment Holding Account into the next Segment on the Segment Start Date. If the next Segment to be created would not meet the Segment Maturity Date Requirement or the Segment Type has been terminated, we will instead transfer your Segment Maturity Value to the EQ/Money Market variable investment option. Alternatively, if you designate a Performance Cap Threshold that is not met on the next Segment Start Date or if the Segment Type has been suspended, your Segment Maturity Value will remain in the Segment Holding Account. If you are impacted by these delays, you may transfer your Segment Maturity Value out of the Segment Holding Account into any other investment options available under your EQUI-VEST® contract at any time before the next month's Segment Start Date.

Segment Maturity Value

On the Segment Maturity Date, we calculate your Segment Maturity Value using your Segment Investment and the Segment Rate of Return. The Segment Rate of Return is equal to the Index Performance Rate (the percentage change in the value of the related Index from the Segment Start Date to the Segment Maturity Date), subject to the Performance Cap Rate and Segment Buffer, as follows:

If the Index Performance Rate:	Your Segment Rate of Return will be:
goes up by more than the Performance Cap Rate	positive, equal to the Performance Cap Rate
goes up by less than the Performance Cap Rate	positive, equal to the Index Performance Rate
stays flat or goes down by a percentage equal to or less than the Segment Buffer	equal to 0%
goes down by a percentage greater than the Segment Buffer	negative, to the extent of the percentage exceeding the Segment Buffer

Your Segment Maturity Value is calculated as follows:

We multiply your Segment Investment by your Segment Rate of Return to get your Segment Return Amount. Your Segment Maturity Value is equal to your Segment Investment plus your Segment Return Amount. Your Segment Return Amount may be negative, in which case your Segment Maturity Value will be less than your Segment Investment. All of these values are based on the value of the relevant Index on the Segment Start Date and the Segment Maturity Date. Any fluctuations in the value of the Index between those dates is ignored in calculating the Segment Maturity Value.

For example, assume that you invest $1,000 in the S&P 500 Price Return Index, one year Segment with a -10% Segment Buffer, we set the Performance Cap Rate for that Segment at 7%, and you make no withdrawal from the Segment. If the S&P 500 Price Return Index performance rate is 10% on the Segment Maturity Date, you will receive a 7% Segment Rate of Return, and your Segment Maturity Value would be $1,070. We reach that amount as follows:

- The Index Performance Rate (10%) is greater than the Performance Cap Rate (7%), so the Segment Rate of Return (7%) is equal to the Performance Cap Rate.
- The Segment Return Amount ($70) is equal to the product of the Segment Investment ($1,000) multiplied by the Segment Rate of Return (7%).
- The Segment Maturity Value ($1,070) is equal to the Segment Investment ($1,000) plus the Segment Return Amount ($70).

If the S&P 500 Price Return Index is only 5% higher on the Segment Maturity Date than on the Segment Start Date, then you will receive a 5% Segment Rate of Return, and your Segment Maturity Value would be $1,050. We reach that amount as follows:

- The Index Performance Rate (5%) is less than the Performance Cap Rate (7%), so the Segment Rate of Return (5%) is equal to the Index Performance Rate.
- The Segment Return Amount ($50) is equal to the product of the Segment Investment ($1,000) multiplied by the Segment Rate of Return (5%).
- The Segment Maturity Value ($1,050) is equal to the Segment Investment ($1,000) plus the Segment Return Amount ($50).

If the S&P 500 Price Return Index is -10% lower on the Segment Maturity Date than on the Segment Start Date, then you will receive a 0% Segment Rate of Return, and your Segment Maturity Value would be $1,000. We reach that amount as follows:

- The Index Performance Rate is -10% and the Segment Buffer absorbs the first -10% of negative performance, so the Segment Rate of Return is 0%.
- The Segment Return Amount ($0) is equal to the product of the Segment Investment ($1,000) multiplied by the Segment Rate of Return (0%).
- The Segment Maturity Value ($1,000) is equal to the Segment Investment ($1,000) plus the Segment Return Amount ($0).

If the S&P 500 Price Return Index is -20% lower on the Segment Maturity Date than on the Segment Start Date, then you will receive a -10% Segment Rate of Return, and your Segment Maturity Value would be $900. We reach that amount as follows:

- The Index Performance Rate is -20% and the Segment Buffer absorbs the first -10% of negative performance, so the Segment Rate of Return is -10%.

- The Segment Return Amount (-$100) is equal to the product of the Segment Investment ($1,000) multiplied by the Segment Rate of Return (-10%).
- The Segment Maturity Value ($900) is equal to the Segment Investment ($1,000) plus the Segment Return Amount (-$100).

Setting the Segment Maturity Date and Segment Start Date

There will be a Segment Maturity Date and Segment Start Date each month. The Segment Maturity Date for Segments maturing in a given month and the Segment Start Date for new Segments starting in that same month will always be scheduled to occur on the first two consecutive business days that are also Segment Business Days occurring after the 13th of a month.

Please see Appendix III later in this prospectus for a demonstration of the effects weekends and scheduled holidays can have on the Segment Maturity Date and the Segment Start Date.

Effect of an emergency close. It is possible that an exchange could experience an emergency close on a Segment Business Date, thereby affecting the Index's ability to publish a price and our ability to mature or start a Segment based on the Index. If the New York Stock Exchange ("NYSE"), experiences an emergency close and cannot publish any prices, we will delay the maturity or start of all Segments.

An emergency closure of the NYSE can have a different effect if it occurs on a Segment Maturity Date rather than a Segment Start Date.

- *If an emergency closure of the NYSE occurs on a scheduled Segment Maturity Date,* then the Segment Maturity Date for that Segment will be delayed until the next Segment Business Day. The next Segment Business Day would be the Segment Start Date. If the emergency closure only lasted that one day, the Segment Start Date and the Segment Maturity Date for the affected Segment would occur on the same day.
  - For example, assume Monday the 14th is the scheduled Segment Maturity Date in a given month. If the NYSE does not open due to an emergency condition, there would be no reference price that day for the Index. A Segment that was scheduled to mature on the 14th of that month could not mature, because we would not have a price with which to calculate the Segment Maturity Value. This would mean if the NYSE opens on Tuesday the 15th the Segment Maturity Date would be Tuesday the 15th. However, the Segment Start Date for a new Segment created that month would be Tuesday the 15th.
- *If an emergency closure occurs on a scheduled Segment Start Date,* then we would not create a Segment that utilizes the Index. Consequently, Segment Maturity Values designated for the Segment Type that utilizes the Index would not be allocated to a Segment that month and would remain in the Segment Holding Account.
  - For example, assume that the NYSE did not open on the 14th or the 15th. A Segment that utilizes the Index would be matured at the next available price after the 15th and, consequently, could not participate in a Segment established for that month. The resulting Segment Maturity Values would remain in the Segment Holding Account until the following month or until you provided further instruction.

If the conditions that cause an emergency close persist, we will use reasonable efforts to calculate the Segment Maturity Value of an affected Segment. If the Index cannot be priced within eight days, we will contact a calculating agency, normally a bank we have a contractual relationship with, which will determine a price to reflect a reasonable estimate of the Index level.

Suspension, Termination and Changes to the Segment Type and Index

We may decide at any time until the close of business on each Segment Start Date whether to offer the Segment Type described in this Prospectus on a Segment Start Date for a particular Segment. We may suspend the Segment Type for a month or a period of several months, or we may terminate the Segment Type entirely.

If the Segment Type is suspended, your account value will remain in the Segment Holding Account until a Segment of the Segment Type is offered or you transfer out of the Segment Holding Account.

If the Segment Type is terminated, your account value in the Segment Holding Account will be defaulted into the EQ/Money Market variable investment option on the date that would have been the Segment Start Date.

We have the right to substitute an alternative index prior to the Segment Maturity Date if the publication of the Index is discontinued or at our sole discretion we determine that our use of such Index should be discontinued or if the calculation of the Index is substantially changed. In addition, we reserve the right to use any or all reasonable methods to end any outstanding Segments that use the Index. We also have the right to add additional indices at any time. We would provide notice about the use of additional or alternative indices, as soon as practicable, in a supplement to this Prospectus. If an alternative index is used, its performance could impact the Index Performance Rate, Segment Rate of Return, Segment Maturity Value and Segment Interim Value. An alternative index would not change the Segment Buffer or Performance Cap Rate for an existing Segment. If a similar index cannot be found, we will end the affected Segments prematurely by applying the Performance Cap Rate and Segment Buffer that were established on the applicable Segment Start Date to the actual gains or losses on the original Index as of the date of termination. We would attempt to choose a substitute index that has a similar investment objective and risk profile to the replaced index.

For example, if the S&P 500 Price Return Index was not available, we might use the NASDAQ or the Russell 2000® Price Return Index.

We reserve the right to offer the Segment Type less frequently than monthly or to stop offering it or to suspend offering it temporarily. If we stop offering or suspend the Segment Type, each existing Segment of the Segment Type will remain invested until its respective Segment Maturity Date.

Your account value in the Structured Investment Option

Your value in each Segment on the Segment Maturity Date is calculated as described under "Segment Rate of Return" earlier in this Prospectus.

In setting the Performance Cap Rate that we use in calculating the Segment Maturity Value, we assume that you are going to hold a Segment until the Segment Maturity Date. However, you have the right to access amounts in the Segments before the Segment Maturity Date under certain circumstances. Therefore, we calculate a Segment Interim Value on each business day, which is also a Segment Business Day, between the Segment Start Date and the Segment Maturity Date. The method we use to calculate the Segment Interim Value is different than the method we use to calculate the value of the Segment on the Segment Maturity Date. Prior to the Segment Maturity Date, we use the Segment Interim Value to calculate (1) your account value; (2) the amount your beneficiary would receive as a death benefit; (3) the amount you would receive if you make a withdrawal or a loan from a Segment; (4) the amount you would receive if you surrender your EQUI-VEST® contract; or (5) the amount you would receive if you cancel your EQUI-VEST® contract; and return it to us for a refund within your state's "free look" period (unless your state requires that we refund the full amount of your contribution upon cancellation).

Segment Interim Value *— the value of your investment in a Segment prior to the Segment Maturity Date.*

The Segment Interim Value is calculated based on a formula that provides a treatment for an early distribution that is designed to be consistent with how distributions at the end of a Segment are treated. Appendix I later in this Prospectus sets forth in detail the specific calculation formula as well as numerous hypothetical examples. The formula is calculated by adding the fair value of three components. These components provide us with a market value estimate of the risk of loss and the possibility of gain at the end of a Segment. As detailed in Appendix I, these components are used to calculate the Segment Interim Value. The three components are:

(1) Fair value of fixed instruments is calculated as the present value of the Segment Investment (using a risk-free swap interest rate for the remaining duration of the Segment). We use this component because we are forgoing the opportunity to earn interest on the Segment Investment by having to make an early distribution.

PLUS

(2) Fair value of derivatives is calculated by using the Black Scholes model, as described in Appendix I, to value three hypothetical options (one put and two call options) on the index underlying the Segment. The put option is used to estimate the potential losses at Segment Maturity. The call options are used to estimate the potential gains at Segment Maturity. The value of these options also reflects the limits on positive performance (i.e., the Performance Cap Rate) and some protection against negative performance (i.e., the Segment Buffer).

PLUS

(3) Cap calculation factor is a positive adjustment of the percentage of the estimated expenses corresponding to the portion of the Segment Duration that has not elapsed. This component reflects the fact that an early withdrawal from a Segment means that we no longer have to incur expected expenses associated with administering the Segment for the full period.

For all contracts with issue dates before June 24, 2024 and certain other contracts subject to state and other necessary approvals (see "Appendix: Segment Interim Value — Performance Cap Rate limiting factor" for a table showing which contracts still use a Performance Cap Rate limiting factor), we then compare the sum of the three components above with a limitation based on the Performance Cap Rate referred to as the Performance Cap Rate limiting factor. For these contracts, the Segment Interim Value is never greater than the Segment Investment multiplied by the portion of the Performance Cap Rate corresponding to the portion of the Segment Duration that has elapsed. This limitation is imposed to discourage owners from withdrawing from a Segment before the Segment Maturity Date where there may have been significant increases in the relevant Index early in the Segment Duration. For more information, please see Appendix I.

Even if the Index has experienced positive investment performance since the Segment Start Date, because of the factors we take into account in the calculation above, your Segment Interim Value may be lower than your Segment Investment.

Structured Investment Option's charges and expenses

Adjustments with respect to early surrender or other distribution from Segments

We use the Segment Interim Value when a surrender or other distribution (including loans and charges) is taken, from a Segment prior to the Segment Maturity Date. The Segment Interim Value is calculated based on a formula that provides a treatment for an early distribution that is designed to be consistent with how distributions at the end of a Segment are treated. For more information on the calculation of the Segment Interim Value, please see Appendix I.

How we deduct EQUI-VEST® contract charges from the Structured Investment Option

Electing the Structured Investment Option changes how certain charges under your EQUI-VEST® contract are allocated and administered.

Separate account annual expenses

Under the provisions of your EQUI-VEST® contract, we deduct a daily charge(s) from the net assets in each variable investment option and Segment Holding Account to compensate us for mortality and expense risks and other expenses. The Segment Holding Account is part of the EQ/Money Market variable investment option available under your EQUI-VEST® contract.

For amounts held in the Segment Holding Account, we may waive this charge(s) under certain conditions on a non-guaranteed basis. If the return on the EQ/Money Market variable investment option on any day is positive, but lower than the amount of this charge(s), then we will waive the difference between the two, so that you do not receive a negative return. If the return on the EQ/Money Market variable investment option on any day is negative, we will waive this charge(s) entirely for that day, although your account value would be reduced by the negative performance of the EQ/Money Market variable investment option itself. This waiver applies only to amounts held in the Segment Holding Account portion of the EQ/Money Market variable investment option and is not a fee waiver or performance guarantee for the underlying EQ/Money Market Portfolio. We reserve the right to change or cancel this provision at any time. For more information, please see "Charges and Expenses" in your EQUI-VEST® variable annuity prospectus.

Annual administrative charge

The annual administrative charge, if any, will be deducted pro rata from the account value in the investment options on the last business day of each contract year as described in your EQUI-VEST® contract prospectus. If there is insufficient value or no value in those options, the charge will then be deducted from the Segment Holding Account, and then pro rata from the Segments.

Enhanced death benefit charge
(for EQUI-VEST® Strategies Series 900 and 901 contracts)

The charge is deducted pro rata from the investment options as described in your EQUI-VEST® contract prospectus. If those amounts are insufficient, we will make up the required amounts from the Segment Holding Account and then pro rata from the Segments.

If your account value is insufficient to pay this charge, your certificate issued under the EQUI-VEST® Strategies contract will terminate without value and you will lose any applicable guaranteed benefits.

Transfers

Under your EQUI-VEST® contract, you may at any time before the date annuity payments are to begin, transfer some or all of your account value among the investment options, subject to the following current limitations:

- You may not transfer out of a Segment before its Segment Maturity Date.
- You may not transfer out of the Segment Holding Account on a Segment Start Date.
- A contribution or transfer into the Segment Holding Account on a Segment Start Date will not be transferred into the Segment that is created on that Segment Start Date. Your money will be transferred into a Segment on the following month's Segment Start Date, provided you meet the participation requirements.
- You may not contribute or transfer money into the Segment Holding Account and designate a Segment Start Date. The account value in the Segment Holding Account will be transferred on the first Segment Start Date on which you meet the participation requirements.
- You may not contribute or transfer into the Segment Holding Account if the Segment Maturity Date of the Segment that will be created on the Segment Start Date would be after the contract maturity date (the contract date anniversary that follows the annuitant's/participant's 95th birthday).
- You may not contribute to the Segment Holding Account or transfer to the Segment Holding Account or a Segment if the total number of Segments plus the Segment Holding Account that would be active in your contract after such contribution or transfer would be greater than 13. If a transfer from the Segment Holding Account into a Segment will cause a contract to exceed this limit, such transfers will be defaulted to the EQ/Money Market variable investment option.
- Transfers from the Segment Holding Account to a Segment will not occur if you do not meet the participation requirements. See "Segment Participation Requirements" earlier in this section.
- If your EQUI-VEST® contract permits Dollar cost averaging ("DCA") and/or the Special dollar cost averaging ("Special DCA") programs, you can elect to have the DCA or Special DCA systematically transfer amounts over time to the Segment Holding Account. A fixed-dollar amount (or interest credited in the guaranteed interest option under DCA) will be transferred from the guaranteed interest option or the account for Special DCA into the Segment Holding Account on a monthly basis subject to the following current limitations:
  - — The first transfer out of the guaranteed interest option or the Account for Special DCA into the Segment Holding Account will occur on the last business day of that month, and future transfers from the guaranteed interest option or the account for Special DCA into the Segment Holding Account will occur on the last business day of each month.

— The duration of Dollar cost averaging, if a fixed dollar amount is elected, will be until there is a zero balance in the guaranteed interest option.

— The duration of the Special DCA program, if elected, cannot exceed 12 months.

— The DCA or Special DCA can be cancelled at any time.

— If the DCA or Special DCA is cancelled, you have the option to transfer out of the Segment Holding Account into any of the investment options. Any amounts not transferred out will be swept into the currently available Segment on the Segment Start Date.

— Generally, allocations into a Segment will occur on the close of business on the 15th of each month.

— The rebalancing program feature in your EQUI-VEST® contract is not available for amounts allocated to the Segment Holding Account or to any Segment.

Upon advance notice to you, via a client communication mailing, we may change or establish additional restrictions on transfers among the investment options, including limitations on the number, frequency, or dollar amount of transfers. We currently do not impose any transfer restrictions among the investment options. A transfer request does not change your allocation instructions on file. Please see our current transfer restrictions as discussed under "Disruptive transfer activity" section in the applicable variable annuity contract prospectus.

Please see "Allocating your contributions" in "Contract features and benefits" in your EQUI-VEST® variable annuity prospectus for more information about your role in managing your allocations.

Loans

If your employer's plan permits loans, in addition to the loan provisions stated in your contract, should you need to fund your loan from a Segment(s), please note the following:

- The Segment Interim Value will be used when calculating amounts available from a Segment for your loan.
- As your loan is repaid, amounts taken from a Segment for your loan cannot be allocated back into that Segment. The loan repayment amounts will be allocated to the guaranteed interest option. Please read your EQUI-VEST® contract and your EQUI-VEST® contract's prospectus for further loan provisions and requirements. You should also read the terms and conditions in the loan request form carefully, as well as consult with a tax advisor before taking a loan.

  — For EQUI-VEST® Strategies (Series 901) contracts issued under new plans on or after October 24, 2011 (subject to state availability), the loan repayment amounts will be allocated to the Segment Holding Account.

How distributions, including withdrawals and loans, are taken from your account value under the Structured Investment Option

When you elect the Structured Investment Option, unless you specify otherwise, we will subtract your withdrawals and loans as follows:

- Withdrawals and loans will be taken on a pro rata basis from your value in the investment options as described in your EQUI-VEST® contract prospectus and the loan request form. If there is insufficient value or no value in those investment options, any additional amount of the withdrawal or loan required or the total amount of the withdrawal or loan will be withdrawn from the Segment Holding Account. If there is insufficient value or no value in the Segment Holding Account, any additional amount of the withdrawal or loan required or the total amount of the withdrawal or loan will be withdrawn from the Segment(s) on a pro rata basis.

You can specify a withdrawal or loan be taken from any investment option at any time. However, you can only request a withdrawal or loan be taken specifically from a Segment when there is zero value (meaning no money) in all other investment options and the Segment Holding Account.

If you have amounts in a Segment Holding Account and you make a withdrawal on a Segment Start Date, that withdrawal will occur before any transfer into the Segment and that withdrawal amount will not be transferred into the Segment created on that date.

Withdrawals or loans from a Segment prior to your Segment Maturity Date reduce the Segment Investment on a pro rata basis by the same proportion that the Segment Interim Value is reduced on the date of the withdrawal. We use the Segment Investment to determine your Segment Maturity Value.

You can request, in advance of your Segment Maturity Date, a withdrawal of your Segment Maturity Value on the Segment Maturity Date.

We reserve the right to change or cancel this provision at any time.

Effect of your death on the Structured Investment Option

In general, if you die while your EQUI-VEST® contract is in force, it terminates and the applicable death benefit is paid.

Once we have received notice of your death and until the death benefit is processed, we will not make any transfers from the Segment Holding Account to a Segment. Amounts in the Segment Holding Account will be defaulted into the EQ/Money Market variable investment option on the next scheduled Segment Maturity Date. If Segments mature, the Segment Maturity Value will be transferred to the EQ/Money Market variable investment option.

There are various circumstances, however, in which your EQUI-VEST® contract can be continued under a Beneficiary continuation option ("BCO"). For more information please see the "Beneficiary continuation option" in your prospectus and

"How the Structured Investment Option affects the Beneficiary continuation option" below.

How the Structured Investment Option affects the Beneficiary continuation option

This feature permits a designated individual, on your death, to maintain a contract with your name on it and receive distributions under the contract, instead of receiving the death benefit in a single sum.

Under the Beneficiary continuation option, if you have any account value in a Segment or Segment Holding Account:

- The transfer restrictions on amounts in Segments prior to election of the beneficiary continuation option remain in place. Any amounts in Segments may not be transferred out of the Segments until their Segment Maturity Dates. The Segment Maturity Value may be reinvested in other investment options. However, if the beneficiary is subject to the "10-year rule," amounts may not be invested in Segments with Segment Maturity Dates later than December 31st of the calendar year which contains the tenth anniversary of your death.
- If there is more than one beneficiary, then as of the date we receive satisfactory proof of death, any required instructions, information and forms necessary to effect the beneficiary continuation option feature for the first beneficiary, all Segments will continue for each beneficiary.
- An eligible designated beneficiary who chooses to receive annual payments over his life expectancy should consult his tax adviser about selecting Segments that provide sufficient liquidity to satisfy the payout requirements under this option. For more information, please see "Required minimum distributions" under "Tax Information" in your variable annuity prospectus.

About Separate Account No. 69

We hold assets in a "non-unitized" separate account we have established under the New York Insurance Law to support our obligations under the Structured Investment Option. We own the assets of the separate account, as well as any favorable investment performance on those assets. You do not participate in the performance of the assets held in this separate account. We may, subject to state law that applies, transfer all assets allocated to the separate account to our general account. We guarantee all benefits relating to your value in the Structured Investment Option, regardless of whether assets supporting the Structured Investment Option are held in a separate account or our general account.

We may invest separate account assets in fixed-income obligations, including corporate bonds, mortgage-backed and asset-backed securities, and government and agency issues. We may also invest in interest rate swaps. Although the above generally describes our plans for investing the assets supporting our obligations under the Structured Investment Option, we are not obligated to invest those assets according to any particular plan except as we may be required to by state insurance laws.

3. Distribution of the Contracts

The Structured Investment Option is only available under certain annuity contract(s) issued by the Company. Extensive information about the arrangements for distributing the annuity contracts, including sales compensation, is included in the appropriate annuity contract prospectus and in the statement of additional information that relates to that prospectus under "Distribution of the contracts", respectively. All of that information applies regardless of whether you choose to use the Structured Investment Option, and there is no additional plan of distribution or sales compensation with respect to the Structured Investment Option. There is also no change to the information regarding the fact that the principal underwriter(s) is an affiliate or an indirect wholly owned subsidiary of the Company.

4. Incorporation of certain documents by reference

Equitable Financial Life Insurance Company's Annual Report on Form 10-K for the period ended December 31, 2023, is considered to be part of this Prospectus because it is incorporated by reference.

Equitable Financial Life Insurance Company of America's Annual Report on Form 10-K for the period ended December 31, 2023, is considered to be part of this Prospectus because it is incorporated by reference.

The Company files reports and other information with the SEC, as required by law. You may read and copy this information at the SEC's public reference facilities at Room 1580, 100 F Street, NE, Washington, DC 20549, or by accessing the SEC's website at www.sec.gov. The public may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. Under the Securities Act of 1933, the Company has filed with the SEC a registration statement relating to the Structured Investment Option (the "Registration Statement"). This Prospectus has been filed as part of the Registration Statement and does not contain all of the information set forth in the Registration Statement.

After the date of this Prospectus and before we terminate the offering of the securities under the Registration Statement, all documents or reports we file with the SEC under the Securities Exchange Act of 1934 ("Exchange Act"), will be considered to become part of this Prospectus because they are incorporated by reference.

Any statement contained in a document that is or becomes part of this Prospectus, will be considered changed or replaced for purposes of this Prospectus if a statement contained in this Prospectus changes or is replaced. Any statement that is considered to be a part of this Prospectus because of its incorporation will be considered changed or replaced for the purpose of this Prospectus if a statement contained in any other subsequently filed document that is considered to be part of this Prospectus changes or replaces that statement. After that, only the statement that is changed or replaced will be considered to be part of this Prospectus.

We file the Registration Statement and our Exchange Act documents and reports, including our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, electronically according to EDGAR. The SEC maintains a website that contains reports, proxy and information statements, and other information regarding registrants that file electronically with the SEC. The address of the site is www.sec.gov.

Upon written or oral request, we will provide, free of charge, to each person to whom this Prospectus is delivered, a copy of any or all of the documents considered to be part of this Prospectus because they are incorporated herein. In accordance with SEC rules, we will provide copies of any exhibits specifically incorporated by reference into the text of the Exchange Act reports (but not any other exhibits). Requests for documents should be directed to:

Equitable Financial Life Insurance Company of America
8501 IBM Drive, Suite 150
Charlotte, NC 28262-4333
Attention: Corporate Secretary
(telephone: (212) 554-1234)

Equitable Financial Life Insurance Company
1345 Avenue of the Americas
New York, New York 10105
Attention: Corporate Secretary
(telephone: (212) 554-1234)

You can access our website at www.equitable.com.

Independent Registered Public Accounting Firm

The consolidated financial statements and financial statement schedules of Equitable Financial Life Insurance Company of America incorporated in this Prospectus by reference to the Annual Report on Form 10-K for the year ended December 31, 2023 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

PricewaterhouseCoopers LLP provides independent audit services and certain other non-audit services to Equitable Financial Life Insurance Company of America as permitted by the applicable SEC independence rules, and as disclosed in Equitable Financial Life Insurance Company of America's Form 10-K. PricewaterhouseCoopers LLP's address is 214 North Tryon Street, Suite 4200, Charlotte, North Carolina 28202.

The consolidated financial statements and financial statement schedules of Equitable Financial Life Insurance Company incorporated in this Prospectus by reference to the Annual Report on Form 10-K for the year ended December 31, 2023 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

PricewaterhouseCoopers LLP provides independent audit services and certain other non-audit services to Equitable Financial Life Insurance Company as permitted by the applicable SEC independence rules, and as disclosed in Equitable Financial Life Insurance Company's Form 10-K. PricewaterhouseCoopers LLP's address is 300 Madison Avenue, New York, New York 10017.

Appendix I: Segment Interim Value

We calculate the Segment Interim Value for each Segment on each business day, which is also a Segment Business Day, between the Segment Start Date and Segment Maturity Date. The calculation is based on a formula designed to measure the fair value of your Segment Investment on the particular interim date based on the downside protection provided by the Segment Buffer, the limit on participation in investment gain provided by the Performance Cap Rate, and an adjustment for the effect of a withdrawal or loan prior to the Segment Maturity Date. The formula we use, in part, derives the fair value of hypothetical investments in fixed instruments and derivatives (put and call options). These values provide us with protection from the risk that we will have to pay out account value related to a Segment prior to the Segment Maturity Date. The hypothetical put option provides us with a market value of the potential loss at Segment Maturity, and the hypothetical call options provide us with a market value of the potential gain at Segment Maturity. This formula provides a treatment for an early distribution that is designed to be consistent with how distributions at the end of a Segment are treated. We may hold such investments in relation to Segments but are not required to do so. You have no interest in the performance of any of our investments relating to Segments. The formula also includes an adjustment relating to the Cap Calculation Factor. This is a positive adjustment of the percentage of the estimated expenses corresponding to the portion of the Segment Duration that has not elapsed. Appendix I sets forth the actual calculation formula, an overview of the purposes and impacts of the calculation, and detailed descriptions of the specific inputs into the calculation. You should note, even if a corresponding Index has experienced positive growth, the calculation of your Segment Interim Value may result in an amount lower than your Segment Investment because of other market conditions, such as the volatility of index prices and interest rates. Finally, Appendix I includes examples of calculations of Segment Interim Values under various hypothetical situations.

Calculation Formula

For contracts issued on or after June 24, 2024, subject to state and other necessary approvals (see "Performance Cap Rate limiting factor" in this Appendix for table(s) showing which contracts will no longer use a Performance Cap Rate limiting factor), the Segment Interim Value calculation will no longer use a Performance Cap Rate limiting factor and, therefore, the Segment Interim Value is equal to the sum of the following three components: (1) Fair Value of Hypothetical Fixed Instruments; plus (2) Fair Value of Hypothetical Derivatives; plus (3) Cap Calculation Factor. For all other contracts, the Segment Interim Value is equal to the lesser of (A) or (B).

(A) equals the sum of the following three components:

  (1) Fair Value of Hypothetical Fixed Instruments; plus

  (2) Fair Value of Hypothetical Derivatives; plus

  (3) Cap Calculation Factor.

(B) equals the Segment Investment multiplied by (1 + the Performance Cap Rate limiting factor).

Overview of the Purposes and Impacts of the Calculation

Fair Value of Hypothetical Fixed Instruments. The Segment Interim Value formula includes an element designed to compensate us for the fact that when we have to pay out account value related to a Segment before the Segment Maturity Date, we forgo the opportunity to earn interest on the Segment Investment from the date of withdrawal or surrender until the Segment Maturity Date. We accomplish this estimate by calculating the present value of the Segment Investment using a risk-free swap interest rate widely used in derivative markets.

Fair Value of Hypothetical Derivatives. We use hypothetical put and call options that are designated for each Segment to estimate the market value, at the time the Segment Interim Value is calculated, of the risk of loss and the possibility of gain at the end of the Segment. This calculation reflects the value of the downside protection that would be provided at maturity by the Segment Buffer as well as the upper limit that would be placed on gains at maturity due to the Performance Cap Rate. When valuing the Hypothetical Derivatives as part of the Segment Interim Value calculation, we use inputs that are consistent with market prices that reflect our estimated cost of exiting the Hypothetical Derivatives before Segment Maturity. See the "Fair Value of Hypothetical Derivatives" in "Detailed Descriptions of Specific Inputs to the Calculation". Different inputs that reflect a higher estimated cost of exiting the hypothetical derivatives may be used for Segments in contracts that do not use a Performance Cap Rate limiting factor and, if they are, the fair value of hypothetical derivatives will be lower than if lower estimated costs of exiting were used. This means that the Segment Interim Value will also be lower. Our fair market value methodology, including the market standard model we use to calculate the fair value of the Hypothetical Derivatives for each particular Segment, may result in a fair value that is higher or lower than the fair value other methodologies and models would produce. Our fair value may also be higher or lower than the actual market price of the identical derivatives. As a result, the Segment Interim Value you receive may be higher or lower than what other methodologies and models would produce. Please note that based on market conditions and other factors, including Segment Duration, the estimated cost of exiting hypothetical derivatives will likely vary between Segment Options, as well as, between individual Segments both with the same Segment Start Date and with different Segment Start Dates. We periodically reevaluate our estimated exit costs and our underlying estimated exit costs methodology based on a number of factors, including past experience, and may prospectively adjust the estimated cost of exiting hypothetical derivatives up or down.

At the time the Segment Interim Value is determined, the Fair Value of Hypothetical Derivatives is calculated using the three different hypothetical options. These hypothetical options are designated for each Segment and are described in more detail later in this Appendix.

At-the-Money Call Option (strike price equals the index value at Segment inception). The potential for gain is estimated using the value of this hypothetical option.

Out-of-the-Money Call Option (strike price equals the index increased by the Performance Cap Rate established at Segment inception). The potential for gain in excess of the Performance Cap Rate is estimated using the value of this hypothetical option.

- The net amount of the At-the-Money Call Option less the value of the Out-of-the-Money Call Option is an estimate of the market value of the possibility of gain at the end of the Segment as limited by the Performance Cap Rate.

Out-of-the-Money Put Option (strike price equals the index decreased by the Segment Buffer). The risk of loss is estimated using the value of this hypothetical option.

- **It is important to note that this value will almost always reduce the principal you receive, even where the Index is higher at the time of the withdrawal than at the time of the original investment.** This is because the risk that the Index could have been lower at the end of a Segment is present to some extent whether or not the Index has increased at the earlier point in time that the Segment Interim Value is calculated.

Cap Calculation Factor. In setting the Performance Cap Rate, we take into account that we incur expenses in connection with a contract, including insurance and administrative expenses. The Segment Interim Value formula includes item (3) above, the Cap Calculation Factor, which is designed to reflect the fact that we will not incur those expenses for the entire duration of the Segment if you withdraw your investment prior to the Segment Maturity Date. Therefore, the Cap Calculation Factor is always positive and declines during the course of the Segment.

Performance Cap Rate limiting factor. For contracts issued on or after June 24, 2024, subject to state and other necessary approvals (see the table(s) below showing which contracts will no longer use a Performance Cap Rate limiting factor), the Segment Interim Value calculation will no longer use a Performance Cap Rate limiting factor. For contracts that do use a Performance Cap Rate limiting factor, the Segment Interim Value is never greater than the Segment Investment multiplied by (1 + the Performance Cap Rate limiting factor). Generally, the Performance Cap Rate limiting factor is based on the portion of the Performance Cap Rate corresponding to the portion of the Segment Duration that has elapsed. This limitation is imposed to discourage owners from withdrawing from a Segment before the Segment Maturity Date where there may have been significant increases in the relevant Index early in the Segment Duration. Although the Performance Cap Rate limiting factor pro-rates the upside potential on amounts withdrawn early, there is no similar adjustment to pro-rate the downside protection. **This means, if you surrender or cancel your contract, die or make a withdrawal or take a loan from a Segment before the Segment Maturity Date, the Segment Buffer will not necessarily apply to the extent it would on the Segment Maturity Date, and any upside performance will be limited to a percentage lower than the Performance Cap Rate, which may result in a lower Segment Interim Value.**

Jurisdiction	For EQUI-VEST Series 201 contracts only, with issue dates on or after this date will not use a Performance Cap Rate limiting factor in the Segment Interim Value calculation
Alabama, Arizona, Arkansas, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Kansas, Kentucky, Maine, Massachusetts, Michigan, Mississippi, Montana, Nevada, New Hampshire, New Mexico, North Dakota, Ohio, Oklahoma, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Vermont, West Virginia, and Wyoming	June 24, 2024

Jurisdiction	For EQUI-VEST Series 900 and 901 contracts only, with issue dates on or after this date will not use a Performance Cap Rate limiting factor in the Segment Interim Value calculation
Alabama, Arizona, Arkansas, Colorado, Connecticut, Delaware, District of Columbia, Florida, Hawaii, Idaho, Indiana, Iowa, Kansas, Maine, Michigan, Mississippi, Nevada, New Hampshire, New Jersey, North Dakota, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, West Virginia, Wisconsin, and Wyoming	June 24, 2024

Detailed Descriptions of Specific Inputs to the Calculation

(A)(1) ***Fair Value of Hypothetical Fixed Instruments.*** The Fair Value of Hypothetical Fixed Instruments in a Segment is based on the swap rate associated with the Segment's remaining time to maturity. Swap rates are the risk-free interest rates widely used in derivative markets. There is no standard quote for swap rates. However, because of their high liquidity and popularity, swap rate quotes from different dealers generally fall within a close range, the differences among which are not meaningful. Swap rates can be obtained from inter-dealer systems or financial data vendors who have feeds from swap dealers. For example, "Bloomberg Composite" swap rates are the weighted average of swap rates provided by a number of dealers to Bloomberg. Individual dealers and brokers also publish swap rates of their own on Bloomberg or Reuters. We may, in the future, utilize exchange traded swaps that become available. These exchange traded swaps would have a standard quote associated with them. The Fair Value of Hypothetical Fixed Instruments is defined as its present value, as expressed in the following formula:

$$(\text{Segment Investment})/(1 + \text{swap rate})^{(\text{time to maturity})}$$

The time to maturity is expressed as a fraction, in which the numerator is the number of days remaining in the Segment Duration and the denominator is the average number of days in each year of the Segment Duration for that Segment.

(A)(2) ***Fair Value of Hypothetical Derivatives.*** We utilize a fair market value methodology to determine the Fair Value of Hypothetical Derivatives.

For each Segment, we designate and value three hypothetical options, each of which is tied to the performance of the Index underlying the Segment in which you are invested: (1) the At-the-Money Call Option, (2) the Out-of-the-Money Call Option and (3) the Out-of-the-Money Put Option. At Segment Maturity, the Put Option is designed to value the loss below the buffer, while the call options are designed to provide gains up to the Performance Cap Rate. These options are described in more detail below.

In a put option on an index, the seller will pay the buyer, at the maturity of the option, the difference between the strike price — which was set at issue — and the underlying index closing price, in the event that the closing price is below the strike price. In a call option on an index, the seller will pay the buyer, at the maturity of the option, the difference between the underlying index closing price and the strike price, in the event that the closing price is above the strike price. Generally, a put option has an inverse relationship with its underlying Index, while a call option has a direct relationship. In addition to the inputs discussed above, the Fair Value of Hypothetical Derivatives is also affected by the time remaining until the Segment Maturity Date. More information about the three designated options is set forth below:

(1) *At-the-Money Call Option:* This is an option to buy a position in the relevant Index equal to the Segment Investment on the scheduled Segment Maturity Date, at the price of the Index on the Segment Start Date. At any time during the Segment Duration, the fair value of the At-the-Money Call Option represents the market value of the potential to receive an amount in excess of the Segment Investment on the Segment Maturity Date equal to the percentage growth in the Index between the Segment Start Date and the Segment Maturity Date, multiplied by the Segment Investment.

(2) *Out-of-the-Money Call Option:* This is an option to buy a position in the relevant Index equal to the Segment Investment on the scheduled Segment Maturity Date, at the price of the Index on the Segment Start Date increased by a percentage equal to the Performance Cap Rate. At any time during the Segment Duration, the fair value of the Out-of-the-Money Call Option represents the market value of the potential to receive an amount in excess of the Segment Investment equal to the percentage growth in the Index between the Segment Start Date and the Segment Maturity Date in excess of the Performance Cap Rate, multiplied by the Segment Investment. The value of this option is used to offset the value of the *At-the-Money Call Option*, thus recognizing in the Interim Segment Value a ceiling on gains at Segment Maturity imposed by the Performance Cap Rate.

(3) *Out-of-the-Money Put Option:* This is an option to sell a position in the relevant Index equal to the Segment Investment on the scheduled Segment Maturity Date, at the price of the Index on the Segment Start Date decreased by a percentage equal to the Segment Buffer. At any time during the Segment Duration, the fair value of the Out-of-the-Money Put Option represents the market value of the potential to receive an amount equal to the excess of the negative return of the Index between the Segment Start Date and the Segment Maturity Date beyond the Segment Buffer, multiplied by the Segment Investment. The value of this option reduces the Interim Segment Value, as it reflects losses that may be incurred in excess of the Segment Buffer at Segment Maturity.

The Fair Value of Hypothetical Derivatives is equal to (1) minus (2) minus (3), as defined above.

We determine the fair value of each of the three designated hypothetical options using a market standard model for valuing a European option on the Index, assuming a continuous dividend yield or net convenience value, with inputs that are consistent with market prices that reflect the estimated cost of exiting the Hypothetical Derivatives prior to Segment Maturity. If we did not take into account our estimated exit price, your Segment Interim Value would be greater. For Segments in contracts without a Performance Cap Rate limiting factor, we may use different inputs that reflect a higher estimated cost of exiting Hypothetical Derivatives and, the fair value of Hypothetical Derivatives will be lower for those Segments than if we didn't use a higher estimated cost of exiting. In addition, the estimated fair value price used in the Segment Interim Value calculation may vary higher or lower from other estimated prices and from what the actual selling price of identical derivatives would be at any time during each Segment. If our estimated fair value price is lower than the price under other fair market estimates or for actual transactions, then your Segment Interim Value will be less than if we used those other prices when calculating your Segment Interim Value. Any variance between our estimated fair value price and other estimated or actual prices may be different from Segment Type to Segment Type and may also change from day to day. Each hypothetical option has a notional value on the Segment Start Date equal to the Segment Investment on that date. The notional value is the price of the underlying Index at the inception of the contract. In the event that a number of options, or a fractional number of options was purchased, the notional value would be the number of hypothetical options multiplied by the price of the Index at inception.

For Securities Indices, we use the following inputs:

(1) Implied Volatility of the Index — This input varies with (i) how much time remains until the Segment Maturity Date of the Segment, which is determined by using an expiration date for the designated option that corresponds to that time remaining and (ii) the relationship between the strike price of that option and the level of the Index at the time of the calculation.

This relationship is referred to as the "moneyness" of the option described above, and is calculated as the ratio of current price to the strike price. Direct market data for these inputs for any given early distribution are generally not available, because options on the Index that actually trade in the market have specific maturity dates and moneyness values that are unlikely to correspond precisely to the Segment Maturity Date and moneyness of the designated option that we use for purposes of the calculation.

Accordingly, we use the following method to estimate the implied volatility of the Index. We use daily quotes of implied volatility from independent third-party financial institutions using the same Black Scholes model described above and based on the market prices for certain options. Specifically, implied volatility quotes are obtained for options with the closest maturities above and below the actual time remaining in the Segment at the time of the calculation and, for each maturity, for those options having the closest moneyness value above and below the actual moneyness of the designated option, given the level of the Index at the time of the calculation. In calculating the Segment Interim Value, we will derive a volatility input for your Segment's time to maturity and strike price by linearly interpolating between the implied volatility quotes that are based on the actual adjacent maturities and moneyness values described above, as follows:

(a) We first determine the implied volatility of an option that has the same moneyness as the designated option but with the closest available time to maturity shorter than your Segment's remaining time to maturity. This volatility is derived by linearly interpolating between the implied volatilities of options having the times to maturity that are above and below the moneyness value of the hypothetical option.

(b) We then determine the implied volatility of an option that has the same moneyness as the designated option but with the closest available time to maturity longer than your Segment's remaining time to maturity. This volatility is derived by linearly interpolating between the implied volatilities of options having the times to maturity that are above and below the moneyness value of the designated option.

(c) The volatility input for your Segment's time to maturity will then be determined by linearly interpolating between the volatilities derived in steps (a) and (b).

(2) Swap Rate — We use key derivative swap rates obtained from information provided by independent third-party financial institutions which are recognized financial reporting vendors. Swap rates are obtained for maturities adjacent to the actual time remaining in the Segment at the time of the early distribution. We use linear interpolation to derive the exact remaining duration rate needed as the input.

(3) Index Dividend Yield — On a daily basis, we use the projected annual dividend yield across the entire Index obtained from information provided by independent third-party financial institutions. This value is a widely used assumption and is readily available from recognized financial reporting vendors.

For Commodities Indices, we use the first two inputs listed above (Implied Volatility of the Index and Swap Rate), but for the third input, instead of using the Index Dividend Yield, we use the Net Convenience Value. This approach is based on standard option pricing methodology, which recognizes that commodities do not pay dividends. Instead, Net Convenience Value represents the market's valuation of the yield of two offsetting factors: (1) the fact that the option does not give the holder the benefit of the ability to use the commodity itself (much like a security option does not give the holder the right to receive dividends); and (2) the fact that the holder is not burdened with the obligation to store the commodity.

(3) Net Convenience Value — On a daily basis, we calculate the net convenience value for the commodity underlying the Index. The net convenience value for a commodity equals the spot price minus the present value of the futures price (with the present value based on the Swap Rate). We use the spot prices and futures prices obtained from information provided by independent third-party financial institutions which are recognized financial reporting vendors. The price differences among recognized financial reporting vendors are not meaningful to the calculation of the Segment Interim Value.

Generally, a put option has an inverse relationship with its underlying Index, while a call option has a direct relationship. In addition to the inputs discussed above, the Fair Value of Derivatives is also affected by the time to the Segment Maturity Date.

(A)(3) ***Cap Calculation Factor.*** In setting the Performance Cap Rate, we take into account that we incur expenses in connection with a contract, including insurance and administrative expenses. In particular, if there were no such expenses, the Performance Cap Rate might have been greater. In setting the Performance Rate Cap, we currently estimate annual expenses at approximately 1.80% of the Segment Investment. This calculation includes not only expenses, but an element of profit as well. We may use a lower estimate, which would provide a higher Performance Cap Rate, all other factors being equal. We reserve the right to use a higher estimate in the future, but we would do so only after revising this Appendix to provide notice of the higher estimate. If you withdraw your investment prior to the Segment Maturity Date, we will not incur expenses for the entire duration of the Segment. Therefore, if you withdraw your investment prior to the Segment Maturity Date, we provide a positive adjustment as part of the calculation of Segment Interim Value, which we call the Cap Calculation Factor. The Cap Calculation Factor represents a return of estimated expenses for the portion of the Segment Duration that has not elapsed. For example, if the estimated expenses for a one year Segment are calculated by us to be $10, then at the end of 146 days (with 219 days remaining in the Segment), the Cap Calculation Factor would be $6, because $10 x 219/365 (60%) = $6. The Cap Calculation Factor is not used at the time we calculate your Segment Maturity Value. Instead, for any Segment held to its Segment Maturity Date, the values are provided by the contractual guarantees based on Index performance as adjusted by the Performance Cap Rate and the Segment Buffer. A Segment is not a variable investment option with an underlying portfolio, and therefore the percentages we use in setting the performance caps do not reflect a daily charge against assets held on your behalf in a separate account.

(B) ***Performance Cap Rate limiting factor***. As discussed above, not all contracts use a Performance Cap Rate limiting factor. For those that do, the Performance Cap Rate limiting factor is generally equal to the pro rata portion of the Performance Cap Rate as described herein. In setting the Performance Cap Rate, we assume that you are going to hold the Segment for the entire Segment Duration. If you hold a Segment until its Segment Maturity Date, the Segment Return will be calculated subject to the Performance Cap Rate. Prior to the Segment Maturity Date, your Segment Interim Value will be limited by the portion of the Performance Cap Rate corresponding to the portion of the Segment Duration that has elapsed. For example, if the Performance Cap Rate for a one-year Segment is 10%, then at the end of 146 days, the Pro Rata Share of the Performance Cap Rate would be 4%, because 10% x 146/365 = 4%; as a result, the Segment Interim Value at the end of the 146 days could not exceed 104% of the Segment Investment.

The following examples do not reflect the guaranteed benefit charges.

Example of Segment Interim Value

Item	1-Year Segment	3-Year Segment	5-Year Segment
Segment Duration (in months)	12	36	60
Valuation Date (Months since Segment Start Date)	9	9	9
Segment Investment	$1,000	$1,000	$1,000
Segment Buffer	-10%	-20%	-30%
Performance Cap Rate	5%	12%	17%
Time to Maturity			
(in months)	3	27	51
(in years)	0.25	2.25	4.25

Assuming the change in the Index Value is -10% (for example from 100.00 to 90.00)

Fair Value of Hypothetical Fixed Instrument	$990.91	$921.11	$856.22
Fair Value of Hypothetical Derivatives	-$26.21	$9.42	$36.77
Cap Calculation Factor	$5.00	$45.00	$85.00
Segment Interim Value - Sum of Above	$969.70	$975.53	$977.99
Segment Interim Value	$969.70	$975.53	$977.99

Assuming the change in the Index Value is 10% (for example from 100.00 to 110.00)

Fair Value of Hypothetical Fixed Instrument	$990.91	$921.11	$856.22
Fair Value of Hypothetical Derivatives	$45.47	$71.07	$89.08
Cap Calculation Factor	$5.00	$45.00	$85.00
Segment Interim Value - Sum of Above	$1,041.38	$1,037.18	$1,030.30
Segment Interim Value	$1,041.38	$1,037.18	$1,030.30

The input values to the market standard model that have been utilized to generate the hypothetical examples above are as follows:

(1) Implied volatilities are assumed: 15.2% (At-the-Money-Call), 12.6% (Out-of-the-Money-Call), and 18.6% (Out-of-the-Money-Put) for 1-year segments; 17.7% (At-the-Money-Call), 14.5% (Out-of-the-Money-Call), and 21.2% (Out-of-the-Money-Put) for 3-year segments; 19.6% (At-the-Money-Call), 16.2% (Out-of-the-Money-Call), and 23.6% (Out-of-the-Money-Put) for 5-year segments, respectively.

(2) Swap rate corresponding to remainder of segment term is 4.70% (1-year with 3 months to maturity), 4.23% (3-year with 27 months to maturity), and 3.88% (5-year with 51 months to maturity).

(3) Index dividend yield is assumed 0.51% annually.

Example of Partial Withdrawal

Item	1-Year Segment	3-Year Segment	5-Year Segment
Segment Duration (in months)	12	36	60
Valuation Date (Months since Segment Start Date	9	9	9
Segment Investment	$1,000	$1,000	$1,000
Segment Buffer	-10%	-20%	-30%
Performance Cap Rate	5%	12%	17%
Time to Maturity			
(in month)	3	27	51
(in year)	0.25	2.25	4.25
Amount Withdrawn(1)	$100	$100	$100

Assuming the change in the Index Value is -10% (for example from 100.00 to 90.00)

Segment Interim Value(2)	$969.70	$975.53	$977.99
Percent Withdrawn(3)	10.31%	10.25%	10.23%
New Segment Investment(4)	$896.88	$897.49	$897.75
New Segment Interim Value(5)	$869.70	$875.53	$877.99

Assuming the change in the Index Value is 10% (for example from 100.00 to 110.00)

Segment Interim Value(2)	$1,041.38	$1,037.18	$1,030.30
Percent Withdrawn(3)	9.60%	9.64%	9.71%
New Segment Investment(4)	$903.97	$903.58	$902.94
New Segment Interim Value(5)	$941.38	$937.18	$930.30

(1) Amount withdrawn is net of applicable withdrawal charge.

(2) Segment Interim Value immediately before withdrawal.

(3) Percent Withdrawn is equal to Amount Withdrawn divided by Segment Interim Value.

(4) New Segment Investment is equal to the original Segment Investment ($1,000) multiplied by (1 – Percent Withdrawn).

(5) New Segment Interim Value is equal to the calculated Segment Interim Value Based on the New Segment investment. It Will also be equal to the Segment Interim Value multiplied by (1 – Percent Withdrawn).

The following example is calculated using a Performance Cap Rate limiting factor.

Example of Segment Interim Value

Item	1-Year Segment	3-Year Segment	5-Year Segment
Segment Duration (in months)	12	36	60
Valuation Date (Months since Segment Start Date)	9	9	9
Segment Investment	$1,000	$1,000	$1,000
Buffer Rate	-10%	-20%	-30%
Performance Cap Rate	5%	12%	17%
Time to Maturity			
(in months)	3	27	51
(in years)	0.25	2.25	4.25

Assuming the change in the Index Value is -10% (for example from 100.00 to 90.00)

Fair Value of Hypothetical Fixed Instrument	$990.91	$921.11	$856.22
Fair Value of Hypothetical Derivatives	-$26.21	$9.42	$36.77
Cap Calculation Factor	$5.00	$45.00	$85.00
Sum of above	$969.70	$975.53	$977.99
Segment Investment multiplied by prorated Performance Cap Rate	$1,038.54	$1,029.25	$1,025.89
Segment Interim Value	$969.70	$975.53	$977.99

Assuming the change in the Index Value is 10% (for example from 100.00 to 110.00)

Fair Value of Hypothetical Fixed Instrument	$990.91	$921.11	$856.22
Fair Value of Hypothetical Derivatives	$45.47	$71.07	$89.08
Cap Calculation Factor	$5.00	$45.00	$85.00
Sum of above	$1,041.38	$1,037.18	$1,030.30
Segment Investment multiplied by prorated Performance Cap Rate	$1,038.54	$1,029.25	$1,025.89
Segment Interim Value	$1,038.54	$1,029.25	$1,025.89

The input values to the market standard model that have been utilized to generate the hypothetical examples above are as follows:

(1) Implied volatilities are assumed: 15.2% (At-the-Money-Call), 12.6% (Out-of-the-Money-Call), and 18.6% (Out-of-the-Money-Put) for 1-year segments; 17.7% (At-the-Money-Call), 14.5% (Out-of-the-Money-Call), and 21.2% (Out-of-the-Money-Put) for 3-year segments; 19.6% (At-the-Money-Call), 16.2% (Out-of-the-Money-Call), and 23.6% (Out-of-the-Money-Put) for 5-year segments, respectively.

(2) Swap rate corresponding to remainder of segment term is 4.70% (1-year with 3 months to maturity), 4.23% (3-year with 27 months to maturity), and 3.88% (5-year with 51 months to maturity).

(3) Index dividend yield is assumed 0.51% annually.

Example of Partial Withdrawal

Item	1-Year Segment	3-Year Segment	5-Year Segment
Segment Duration (in months)	12	36	60
Valuation Date (Months since Segment Start Date)	9	9	9
Segment Investment	$1,000	$1,000	$1,000
Buffer Rate	-10%	-20%	-30%
Performance Cap Rate	5%	12%	17%
Time to Maturity			
(in months)	3	27	51
(in years)	0.25	2.25	4.25
Amount Withdrawn[1]	$100	$100	$100

Assuming the change in the Index Value is -10% (for example from 100.00 to 90.00)

Segment Interim Value[2]	$969.70	$975.53	$977.99
Percent Withdrawn[3]	10.31%	10.25%	10.23%
New Segment Investment[4]	$896.88	$897.49	$897.75
New Segment Interim Value[5]	$869.70	$875.53	$877.99

Assuming the change in the Index Value is 10% (for example from 100.00 to 110.00)

Segment Interim Value[2]	$1,038.54	$1,029.25	$1,025.89
Percent Withdrawn[3]	9.63%	9.72%	9.75%
New Segment Investment[4]	$903.71	$902.84	$902.52
New Segment Interim Value[5]	$938.54	$929.25	$925.89

(1) Amount withdrawn is net of applicable withdrawal charge.

(2) Segment Interim Value immediately before withdrawal.

(3) Percent Withdrawn is equal to Amount Withdrawn divided by Segment Interim Value.

(4) New Segment Investment is equal to the original Segment Investment ($1,000) multiplied by (1 – Percent Withdrawn).

(5) New Segment Interim Value is equal to the calculated Segment Interim Value Based on the New Segment investment. It Will also be equal to the Segment Interim Value multiplied by (1 – Percent Withdrawn).

Appendix II: Index Publishers

The Structured Investment Option tracks a certain Securities Index that is published by a third party. The Company uses this Securities Index under license from the Index's respective publisher. The following information about the Index is included in this Prospectus in accordance with the Company's license agreements with the publisher of the Index:

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Appendix III: Segment Maturity Date and Segment Start Date examples

The Segment Maturity Date for Segments maturing in a given month and the Segment Start Date for new Segments starting in that same month will always be scheduled to occur on the first two consecutive business days that are also Segment Business Days occurring after the 13th of a month. However, as described earlier in this Prospectus, the Segment Maturity Date and Segment Start Date may sometimes occur on later dates.

Set forth below are representative examples of how the Segment Maturity Date and Segment Start Date may be moved to a later date in a given month due to weekends and holidays, which are not Segment Business Days.

The first table below assumes that the 14th and/or 15th of the month falls on a weekend, and the following Monday and Tuesday are both Segment Business Days:

If the 14th is a:	then the Segment Maturity Date is:	and the Segment Start Date is:
Friday	Friday the 14th	Monday the 17th
Saturday	Monday the 16th	Tuesday the 17th
Sunday	Monday the 15th	Tuesday the 16th

The second table below assumes that the 14th or 15th of the month falls on a scheduled holiday and therefore, is not a Segment Business Day:

If a scheduled holiday falls on:	then the Segment Maturity Date is:	and the Segment Start Date is:
Monday the 14th	Tuesday the 15th	Wednesday the 16th
Friday the 15th	Monday the 18th	Tuesday the 19th

Appendix: State contract availability and/or variations of certain features and benefits

States where certain EQUI-VEST® features and/or benefits are not available or vary:

State	Features and benefits	Availability or variation
New Hampshire	See "Segment Type" in "Segment Investment Option" under "Description of the Structured Investment Option"	3-year and 5-year Segments are not available.
New York	See "What is the Structured Investment Option?"	For EQUI-VEST Series 201 and Series 901 contracts issued on or before January 1, 2023 and issued on or after June 24, 2024, the Structured Investment Option will be available.