

Express Mail:
AXA Equitable
EQUI-VEST Processing Office
100 Madison St., Suite 1000
Syracuse, N.Y. 13202

Regular Mail:
AXA-Equitable
EQUI-VEST Processing Office
P.O. Box 4956
Syracuse, N.Y. 13221

Fax Number:
(201) 583-2683



For Assistance: Call (800) 628-6673
Monday – Thursday 8:00 a.m. – 7:00 p.m. EST
Friday 8:00 a.m. – 5:00 p.m. EST

Requirements

Before completing this form, read “403(b) Contract Hardship Withdrawal Requirements” located at the back of this form. Please note that AXA Equitable will not process your request if the Employer sponsoring your 403(b) plan, or its designee, has specifically advised that hardship withdrawals are not permitted in its plan. You must demonstrate that your hardship situation meets the criteria for hardship distributions under federal tax regulations, and that there are no other resources available to meet the need. **Supporting documentation must be provided with this request in order to be considered for approval.**

1. Participant Information *(Certificate number must be provided to process this request.)*

Participant/Employee Name	Contract Number
Address	Daytime Phone Number
City/State/Zip	Social Security Number (Last 4 digits only)
Is this a change to your address on our records: <input type="checkbox"/> Yes <input type="checkbox"/> No	Financial Professional
Employer – Name: _____	Unit #: _____

2. Withdrawal Amount Requested *(Please note: Check will be made payable to the Participant)*

A hardship distribution may not exceed the amount necessary to satisfy the immediate and heavy financial need (which may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution). The total amount withdrawn will include any applicable withdrawal charges, which are deducted in addition to the requested withdrawal, from your total Annuity Account Value. Hardship distributions are limited to the amount of the employee's elective deferrals.

I am requesting a hardship withdrawal from my 403(b) TSA Contract:

A. Total of hardship withdrawal expense:	Amount needed \$ _____
B. I request additional funds to cover taxes on this withdrawal:	Amount needed \$ _____
Note: 10% federal income tax will be withheld from the withdrawal amount requested unless you elect not to have income tax withheld in Section 7.	
C. Total hardship withdrawal requested (add lines A & B)	Total amount needed \$ _____
D. To satisfy this hardship need, I have also applied for a hardship withdrawal from the following companies:	
• Company Name/Acct. #: _____	Amount: \$ _____
• Company Name/Acct. #: _____	Amount: \$ _____

3. Hardship Circumstances

In this list, understand that “employee” refers to me, “beneficiary” refers to the individual I designated as my beneficiary under the 403(b) Plan, and “dependent” is defined in Internal Revenue Code Section 152. I have reviewed the information on the “403(b) Contract Hardship Withdrawal Requirements” on the last page of this form. I will describe the circumstances further in Section 4, and attach supporting documentation for my need and the amount of my need. I understand that requests without adequate supporting documentation cannot be processed.

My hardship is due to the following immediate and heavy financial need:

- Medical care expenses previously incurred by the employee, the employee's spouse, any dependents of the employee, or the employee's primary beneficiary under the 403(b) plan, necessary for these persons to obtain medical care (attach supporting documentation, e.g. doctor's certification, hospital bills, explanation of benefits by insurance company);
- Costs directly related to the purchase of a principal residence for the employee (excluding mortgage payments) (attach supporting documentation);
- Payment of tuition, related educational fees, and room and board expenses, for the next 12 months of post-secondary education of the employee, or the employee's spouse, children, dependents, or primary beneficiary under the 403(b) plan (attach supporting documentation);
- Payment necessary to prevent eviction of the employee from the employee's principal residence, or foreclosure on the mortgage on that residence (attach supporting documentation, e.g. bank's foreclosure notice);
- Payment of funeral expenses for the employee's spouse, dependent, or primary beneficiary under the 403(b) plan (attach supporting documentation, e.g. death certificate, funeral home bill);
- Certain expenses relating to the repair of damage to the employee's principal residence (attach supporting documentation e.g. proof of loss, contractor's estimates, insurance adjuster's estimates).

4. Describe the Hardship Need (Required for *all* circumstances indicated above)

Please provide a description of your hardship need by answering parts **A through D** completely. **Attach supporting documentation**, and any additional details, necessary to validate your request. Please attach additional sheets of paper if necessary, and include your name and contract number on any additional attachments. If you answer "No" to any of the items in section 4A-D and do not provide a sufficient explanation, your request may be returned to you for additional details and/or supporting documentation.

A. Enter date hardship (immediate and heavy financial need) first occurred: _____

B. • Based on the heavy financial need selected in #3, explain your specific need for this money.

- How did you arrive at the amount needed?

• Did you consider all other available assets and sources of funds including, but not limited to, those described in 4C and 4D? Yes No

If "No", explain why not: _____

C. Please complete the following statements:

- 1) I can alleviate this hardship by discontinuing contributions to my 403(b) plan Yes No
- 2) I can receive reimbursement from insurance or other sources to pay these expenses Yes No
- 3) I can secure a commercial loan to pay these expenses Yes No
- 4) I can liquidate assets to pay these expenses Yes No

If you checked "Yes" to any of the statements above, please provide an explanation why you still qualify for a hardship withdrawal.

D. • Please list all qualified plans of this or any other employer that you (i) currently participate in, or (ii) do not participate in currently, but have past participation, and have not yet received full distribution of your interest.

• I have taken all available distributions or non-taxable plan loans from this 403(b) plan. Yes No

If "No", explain why not: _____

• I have taken all available distributions or non-taxable plan loans from any other plan of this employer. Yes No

If "No", explain why not: _____

• I have taken all available distributions or non-taxable plan loans from any other plan of any other employer. Yes No

If "No", explain why not: _____

5. Withdrawal Instructions from the Investment Options

How you want your hardship withdrawal taken:

- For withdrawals **only** from the Guaranteed Interest Option (GIO) and/or the Variable Investment Options (excluding the Fixed Maturity Options (FMOs)), **complete section 5A.**
- For withdrawals only from the Fixed Maturity Option(s), **complete section 5B.**
- For withdrawals from **both** the GIO and/or the Variable Investment Options, and FMOs, **complete Sections 5A and 5B.**

A. Withdrawals from the GIO and/or Variable Investment Options only:

- Please withdraw the total amount needed **proportionately** from the GIO and/or Variable Investment Options.
- Please withdraw the specific **dollar amount** as designated below from the GIO and/or Variable Investment Options.

Specific dollar amounts should be taken from the GIO and/or Variable Investment Options. If you wish to withdraw the entire amount from your GIO or from a specific Variable Investment Option, you may enter "all" next to that option. The amount withdrawn will be the withdrawal amount plus any applicable withdrawal charges.

Asset Allocation		
AXA Allocation	\$ _____ EQ/MFS International Growth (26*)	\$ _____ PIB EQ/AllianceBernstein Dynamic Wealth Strategies (Q2*) ⁴
\$ _____ AXA Aggressive Allocation (18*)	\$ _____ EQ/Oppenheimer Global (6A*)	\$ _____ PIB AXA Balanced Strategy (Q3*) ⁴
\$ _____ AXA Balanced Strategy (8Q*)	\$ _____ EQ/Templeton Global Equity (6D*)	\$ _____ PIB AXA Conservative Growth Strategy (Q4*) ⁴
\$ _____ AXA Conservative Allocation (15*)	\$ _____ Invesco V.I. International Growth (7Z*) ⁵	\$ _____ PIB AXA Conservative Strategy (Q5*) ⁴
\$ _____ AXA Conservative Growth Strategy (8R*)	\$ _____ Lazard Retirement Emerging Markets Equity (8H*) ⁵	
\$ _____ AXA Conservative-Plus Allocation (16*)	\$ _____ MFS® International Value (8A*) ⁵	Sector/Specialty
\$ _____ AXA Conservative Strategy (8S*)	\$ _____ Multimanager International Equity (65*) ¹	\$ _____ EQ/Franklin Core Balanced (6C*)
\$ _____ AXA Moderate Allocation (T4*)		\$ _____ EQ/GAMCO Mergers and Acquisitions (25*) ³
\$ _____ AXA Moderate Growth Strategy (8O*)	Large Cap Stocks	\$ _____ Invesco V.I. Global Real Estate (8C*) ⁵
\$ _____ AXA Moderate-Plus Allocation (17*)	\$ _____ AXA Tactical Manager 500 (7M*)	\$ _____ Ivy Funds VIP Energy (8D*) ⁵
Target Allocation	\$ _____ EQ/BlackRock Basic Value Equity (81*)	\$ _____ MFS® Technology (8J*) ⁵
\$ _____ Target 2015 Allocation (6G*)	\$ _____ EQ/Boston Advisors Equity Income (33*)	\$ _____ MFS® Utilities (8K*) ⁵
\$ _____ Target 2025 Allocation (6H*)	\$ _____ EQ/Calvert Socially Responsible (92*)	\$ _____ Multimanager Technology (67*)
\$ _____ Target 2035 Allocation (6I*)	\$ _____ EQ/Capital Guardian Research (86*) ³	\$ _____ PIMCO VIT CommodityRealReturn® Strategy (8E*) ^{2,5}
\$ _____ Target 2045 Allocation (6J*)	\$ _____ EQ/Common Stock Index (T1*)	\$ _____ Van Eck VIP Global Hard Assets (8N*) ⁵
Other Asset Allocation	\$ _____ EQ/Davis New York Venture (6Q*)	Small/Mid Cap Stocks
\$ _____ All Asset Growth – Alt 20 (7H*)	\$ _____ EQ/Equity 500 Index (TE*)	\$ _____ American Century VIP Mid Cap Value (7V*) ^{2,5}
\$ _____ EQ/AllianceBernstein Dynamic Wealth Strategies (8P*)	\$ _____ EQ/Equity Growth PLUS (94*)	\$ _____ AXA Tactical Manager 400 (7L*)
\$ _____ EQ/Franklin Templeton Allocation (6P*)	\$ _____ EQ/JPMorgan Value Opportunities (72*)	\$ _____ AXA Tactical Manager 2000 (7K*)
Bonds	\$ _____ EQ/Large Cap Core PLUS (85*)	\$ _____ EQ/AllianceBernstein Small Cap Growth (TP*)
\$ _____ EQ/Core Bond Index (96*)	\$ _____ EQ/Large Cap Growth Index (82*)	\$ _____ EQ/AXA Franklin Small Cap Value Core (6E*)
\$ _____ EQ/Global Bond PLUS (47*)	\$ _____ EQ/Large Cap Growth PLUS (77*)	\$ _____ EQ/GAMCO Small Company Value (37*)
\$ _____ EQ/Intermediate Government Bond (TI*) ¹	\$ _____ EQ/Large Cap Value Index (49*)	\$ _____ EQ/Mid Cap Index (55*)
\$ _____ EQ/PIMCO Ultra Short Bond (28*)	\$ _____ EQ/Large Cap Value PLUS (89*) ¹	\$ _____ EQ/Mid Cap Value PLUS (79*)
\$ _____ EQ/Quality Bond PLUS (TQ*)	\$ _____ EQ/Lord Abbett Large Cap Core (05*)	\$ _____ EQ/Morgan Stanley Mid Cap Growth (08*)
\$ _____ Invesco V.I. High Yield (8L*) ⁵	\$ _____ EQ/Montag & Caldwell Growth (34*) ¹	\$ _____ EQ/Small Company Index (97*)
\$ _____ Ivy Funds VIP High Income (8G*) ⁵	\$ _____ EQ/Mutual Large Cap Equity (6F*)	\$ _____ Fidelity VIP Mid Cap (7U*) ^{2,5}
\$ _____ Multimanager Core Bond (69*)	\$ _____ EQ/T. Rowe Price Growth Stock (32*)	\$ _____ Goldman Sachs VIT Mid Cap Value (7W*) ⁵
\$ _____ Multimanager Multi-Sector Bond (TH*)	\$ _____ EQ/UBS Growth and Income (35*) ³	\$ _____ Invesco V.I. Mid Cap Core Equity (7T*) ⁵
\$ _____ Templeton Global Bond Securities (8F*) ^{2,5}	\$ _____ EQ/Van Kampen Comstock (07*) ¹	\$ _____ Invesco V.I. Small Cap Equity (7X*) ⁵
Cash Equivalents	\$ _____ EQ/Wells Fargo Omega Growth (83*) ³	\$ _____ Ivy Funds VIP Mid Cap Growth (8M*) ⁵
\$ _____ EQ/Money Market (T3*)	\$ _____ Fidelity® VIP Contrafund® (7R*) ⁵	\$ _____ Ivy Funds VIP Small Cap Growth (7Y*) ⁵
Guaranteed-Fixed	\$ _____ Invesco V.I. Diversified Dividend (8B*) ^{2,5}	\$ _____ Multimanager Mid Cap Growth (59*) ¹
\$ _____ Guaranteed Interest Option (A1*)	\$ _____ MFS® Investors Growth Stock (8I*) ⁵	\$ _____ Multimanager Mid Cap Value (61*) ¹
International Stocks/Global	\$ _____ MFS® Investors Trust (7P*) ⁵	\$ _____ Multimanager Small Cap Growth (36*) ¹
\$ _____ AXA Tactical Manager International (7N*)	\$ _____ Multimanager Aggressive Equity (T2*)	\$ _____ Multimanager Small Cap Value (91*) ¹
\$ _____ EQ/Global Multi-Sector Equity (78*)	\$ _____ Multimanager Large Cap Core Equity (57*) ³	Structured Investment Option
\$ _____ EQ/International Core PLUS (88*)	\$ _____ Multimanager Large Cap Value (58*)	\$ _____ Segment Holding Account for S&P 500 1yr -10% Buffer (V1) ⁴
\$ _____ EQ/International Equity Index (TN*) ¹	\$ _____ Oppenheimer Main Street Fund/VA (7Q*) ^{2,5}	
\$ _____ EQ/International Value PLUS (73*)	Personal Income Benefit (PIB) Variable Investment Options	
	\$ _____ PIB AXA Moderate Growth Strategy (Q1*) ⁴	

* The number in parenthesis is shown for data input only.

¹ Not available for EQUI-VEST (Series 201).

² Available for EQUI-VEST (Series 201) and EQUI-VEST Strategies (Series 901) only.

³ Not available for EQUI-VEST (Series 201) and EQUI-VEST Strategies (Series 901).

⁴ Available for EQUI-VEST (Series 201), EQUI-VEST Strategies (Series 900) and EQUI-VEST Strategies (Series 901) only.

⁵ VIT funds are not available in Texas for public schools and open enrollment charter schools (K-12).

5. Withdrawal Instructions from the Investment Options (continued)

B. Withdrawals from *Fixed Maturity Option (FMO) Only*

The amount withdrawn from your FMO will be at the Market Adjusted Amount.

Specific Dollar Amount(s) or Percent(s)

Complete below if you wish specific dollar amounts or percents to be taken from your FMO. If you wish to withdraw the entire amount from any one Period, you may enter "all" next to that Period. Be sure to insert the maturity year for each Period selection. The amount withdrawn will be the amount requested plus any applicable withdrawal charges.

Note: Amounts in this section cannot be withdrawn in both dollars and percents. Amounts must be made either in dollars or percents only.

FMO – Period _____ \$ _____ or % _____
maturity year

FMO – Period _____ \$ _____ or % _____
maturity year

FMO – Period _____ \$ _____ or % _____
maturity year

FMO – Period _____ \$ _____ or % _____
maturity year

6. Spousal Consent Requirement

For TSA plans subject to the Employee Retirement Income Security Act of 1974 (ERISA): If you are a current or former Annuitant in this type of plan, your spouse's consent is required for a hardship withdrawal, as your spouse is entitled to benefits under your retirement plan according to the Retirement Equity Act of 1984 (REA).

One of the following two statements must be completed and witnessed by a Notary Public or Plan Administrator.

1. *I am the current spouse of the above named Participant, and I hereby consent, by my signature appearing below, to a hardship withdrawal from the contract by the Participant. I also acknowledge that I understand I have the right to receive a benefit under the terms of the plan in which my spouse is a current or former Participant and that I hereby waive such right to the requested distribution.*

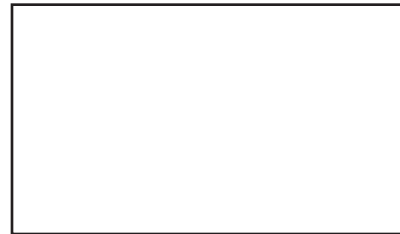
I acknowledge that I understand the consequences of this consent: x _____

2. I am the above-named Participant and certify that I am not married: x _____

Notary Public/Plan Administrator (Needs to be completed)

State of _____, County of _____.

On the _____ day of _____ year before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that (s)he executed the same.



Notary Public – Stamp Here

Title & Signature of Notary Public or Plan Administrator

7. Important Tax Notification

We will automatically withhold 10% federal income tax from the taxable portion of your hardship withdrawal unless you check the box below. Some states require us to withhold state income tax if federal income tax is withheld. Please consult your tax advisor for rules that apply to you. AXA Equitable is required to withhold federal income tax on payments from 403(b) annuity contracts, which may be included in gross income. If we withhold income tax, any income tax withheld is a credit against your income tax liability.

I do not want federal income taxes (and state, if applicable) withheld from my hardship withdrawal. I have provided my U.S. residence address and Social Security number in Section 1 of this form. I understand that I am responsible for the payment of any estimated taxes, and that I may incur penalties if my payments are not enough.

Under penalty of perjury, I certify that the following Social Security number is correct: _____

If your address of record is not a U.S. residence address, complete the following statement:

(Check one): I am a U.S. citizen. I am not a U.S. citizen. I reside in _____ (name of country).

If you are foreign, you may need to complete additional tax forms before your transaction can be processed.

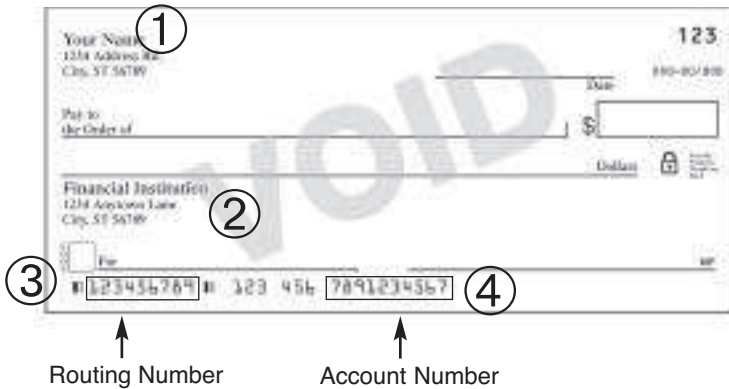
8. Delivery Options

PLEASE SELECT ONLY ONE OPTION FOR WHERE YOU WOULD LIKE YOUR PAYMENT SENT. IF YOU DO NOT COMPLETE THIS SECTION, WE WILL DEFAULT TO THE ADDRESS OF RECORD AND SEND YOU A CHECK VIA FIRST CLASS MAIL.

- First Class Mail No Fee** — Please allow 5-10 business days for delivery of your check.
- Direct Deposit No Fee** — **Please enter your bank account information on lines 1-4 below.** Please allow 5-7 business days for delivery. **You must attach a voided personal check for Direct Deposit requests. We cannot process your request without it.**
- Express Delivery \$35 fee** — Allow 4 business days for delivery of your check.
- Wire Transfer \$90 fee** — **Only available for net wire amounts of \$10,000 or more. Please enter your bank account information on lines 1-4 below.** Allow 2 business days for delivery of your funds. **You must attach a voided personal check for Wire Transfer requests. We cannot process your request without it.**

IF YOU ELECTED DIRECT DEPOSIT OR WIRE TRANSFER YOU MUST COMPLETE THIS SECTION OR YOUR REQUEST WILL BE DELAYED.

Enter your bank account information on lines 1-4.



① _____
Name as it appears on bank account

② _____
Name of Bank / Financial Institution

Bank Address

Bank – City, State & Zip Code

③ _____
Bank ABA / Routing # (9 digits)

④ _____
Account #

**For Wire Transfers only:
For Further Credit To:**

Name of Client

Account Number

Additional Information

- The Owner’s name on the contract must be the same as the owner of the bank/financial institution account.
- Your bank or financial institution may take 2 or more business days to deposit the funds into your account.
- Keep in mind that in order to take advantage of direct deposit, your financial institution **MUST** be a participating member of the **AUTOMATED CLEARING HOUSE (ACH) Association.**
- Please check with your bank to make sure they participate before completing this form.

Direct Deposit Agreement

By my signature in Section 9 I consent to the following:

- By submitting and signing below you are certifying that the bank routing number and bank account number provided are accurate. You should confirm these with your bank or financial institution prior to submitting the form to ensure that you have the correct information for direct deposit. Incorrect information may misdirect and/or delay receipt of your funds.
- I certify that the above account(s) bears my name, that I am an unrestricted and authorized signor for each account and that the funds are being deposited to a financial institution within the US and will remain in a US Bank. The funds will not be credited further to an international bank.
- I hereby authorize AXA Equitable Life Insurance to directly deposit the amount of my withdrawal in the account listed above at the above-named bank/financial institution. This authorization will become effective only upon acceptance by AXA Equitable. This agreement will remain in full force and effect until AXA Equitable has received written notification from me of its termination in such time and in such manner as to afford AXA Equitable and my bank or financial institution a reasonable opportunity to act on it.
- In the event that AXA Equitable notifies the financial institution that funds to which I am not entitled have been deposited to my account, in error, I hereby authorize and direct the financial institution to return said funds to AXA Equitable as soon as possible. If the funds erroneously deposited to my account have been drawn from that account so that return of those funds by the bank to AXA Equitable is not possible, I authorize AXA Equitable to recover those funds by off-setting the amount erroneously paid to me from any future payments from AXA Equitable until the amount of the erroneous deposit has been recovered, in full. It is understood that I will be notified by AXA when this condition occurs.

9. Participant Certification

I request a hardship withdrawal to be made in accordance with federal tax rules. I understand that federal income tax of 10% will be withheld from the amount approved unless I am eligible to, and elect, not to have withholding. I understand that if my request is approved, I am required to immediately suspend for a period of six months any salary deferral contributions under the 403(b) plan sponsored by my Employer, as well as to any other tax-qualified plan of this Employer to which I contribute. I acknowledge that AXA Equitable will notify my Employer of my hardship withdrawal request so that this suspension can be commenced.

I am aware this withdrawal will increase my taxable income for the year. I further certify that this withdrawal is necessary to satisfy the immediate and heavy financial need documented, that the amount requested is not in excess of the amount necessary to relieve the financial need, and the financial need cannot be satisfied from other resources reasonably available. I have read all the information provided on this form, including the 403(b) Contract Hardship Withdrawal Requirements.

The information on this form is correct and complete to the best of my knowledge. I acknowledge that in the processing of my request, AXA Equitable may have questions about my request or need additional documentation and I agree to provide such information or additional documentation as is necessary to support my request. I authorize AXA Equitable to make a hardship withdrawal from my 403(b) Contract. I understand that the withdrawal will be effective on the date that this form, properly completed and signed, is received at AXA Equitable's EQUI-VEST Processing Office. I also understand that upon receipt of a valid request, AXA Equitable has 5 business days to process this request.

Financial transactions processed will be verified by a confirmation notice. If you do not receive the notice within 14 days of the transaction, please notify us immediately.

Participant Signature

Date

Notary Public/Plan Administrator (Needs to be completed)

State of _____, County of _____.

On the _____ day of _____ year before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that (s)he executed the same.



Notary Public – Stamp Here

Title & Signature of Notary Public or Plan Administrator

10. EMPLOYER AUTHORIZATION – Note: Authorized Signature needed ONLY if required by the provisions of the Employer's Plan

The Employer sponsoring this Plan or other authorized signatory authorizes the Participant's request for a hardship withdrawal, as permitted under the employer's 403(b) Plan.

Signature and Title of Employer or Authorized Signatory

Date

403(b) CONTRACT HARDSHIP WITHDRAWAL REQUIREMENTS

Please review the following information before completing this form. Federal tax rules allow for "hardship withdrawals" from elective deferrals only under certain circumstances.

1. Federal tax regulations describe a hardship need as:

- an immediate and heavy financial need of the employee. The need of the employee may include amounts necessary to satisfy specified expenses of the employee's spouse or dependent. Under the provisions of the Pension Protection Act of 2006, the need of the employee also may include amounts necessary to satisfy specified expenses of the employee's primary beneficiary under the 403(b) plan, who need not be a spouse or dependent; (Treas. Reg. §1.401(k)-1(d)(3)(i) and 1.401(k)-1(d)(3)(iii); I.R. Notice 2007-7 Q&A A-5).
- Whether a need is immediate and heavy depends on the facts and circumstances. The Regulations provide a "safe harbor" in which certain categories of expenses are deemed to be "on account of an immediate and heavy financial need", including: (1) certain medical expenses; (2) costs relating to the purchase of a principal residence; (3) tuition and related educational fees and expenses; (4) payments necessary to prevent eviction from, or foreclosure on, a principal residence; (5) burial or funeral expenses; and (6) certain expenses for the repair of damage to the employee's principal residence; (Treas. Reg. §1.401(k)-1(d)(3)(iii)(B)). Expenses for the purchase of a boat or television would generally not qualify for a hardship distribution. A financial need may be immediate and heavy even if it was reasonably foreseeable or voluntarily incurred by the employee; (Treas. Reg. §1.401(k)-1(d)(3)(iii)(A)). Even if the expenses are of the right category for a hardship withdrawal, the withdrawal from a 403(b) TSA contract has to be necessary to meet those expenses. A withdrawal from a 403(b) TSA contract is not deemed to be necessary if the employee has other reasonably available sources of funds to meet the need.

2. The hardship distribution is deemed necessary to satisfy an immediate and heavy financial need of the employee if:

- (1) the employee has obtained all other currently available distributions and loans under the plan and all other plans maintained by the employer; and (2) the employee is prohibited, under the terms of the plan or an otherwise legally enforceable agreement, from making elective contributions and employee contributions to the plan and all other plans maintained by the employer for at least 6 months after receipt of the hardship distribution; (Treas. Reg. §1.401(k)-1(d)(3)(iv)(E)).

3. The hardship distribution is not considered necessary to satisfy an immediate and heavy financial need of the employee if:

- the employee has other resources available to meet the need, including assets of the employee's spouse and minor children. Whether other resources are available is determined based on facts and circumstances. Thus, for example, a vacation home owned by the employee and the employee's spouse generally is considered a resource of the employee, while property held for the employee's child under an irrevocable trust or under the Uniform Gifts to Minors Act is not considered a resource of the employee; (Treas. Reg. §1.401(k)-1(d)(3)(iv)(B)).
- the employee's need can be relieved: (1) through reimbursement or compensation by insurance; (2) by liquidation of the employee's assets; (3) by stopping elective contributions or employee contributions under the plan; (4) by other currently available distributions (such as non-taxable plan loans) under plans maintained by the employer sponsoring the 403(b) plan or by any other employer; or (5) by borrowing from commercial sources; (Treas. Reg. §1.401(k)-1(d)(3)(iv)(C)).

4. A hardship distribution may not exceed the amount of the employee's need. However, the amount required to satisfy the financial need may include amounts necessary to pay any taxes or penalties that may result from the distribution; (Treas. Reg. §1.401(k)-1(d)(3)(iv)(A)).

5. Hardship distributions are includible in gross income unless they consist of designated Roth contributions. They also may be subject to an additional tax on early distributions of elective contributions. Hardship distributions are not repaid to the plan, thus permanently reducing the employee's account balance under the plan. A hardship distribution cannot be rolled over into an IRA or another qualified plan.