

SERFF Tracking Number: ELAS-126092967 State: Arkansas  
Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 41996  
Company Tracking Number: 2009DP  
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
Variable and Variable  
Product Name: Accumulator Series 09 Data Page  
Project Name/Number: Accumulator Series 09 Data Page/2009DP

## Filing at a Glance

Company: AXA Equitable Life Insurance Company

Product Name: Accumulator Series 09 Data Page SERFF Tr Num: ELAS-126092967 State: Arkansas

TOI: A02.11 Individual Annuities- Deferred Non- Variable and Variable SERFF Status: Closed-Accepted State Tr Num: 41996  
For Informational Purposes

Sub-TOI: A02.11.002 Flexible Premium Co Tr Num: 2009DP State Status: Filed-Closed  
Filing Type: Form Reviewer(s): Linda Bird

Author: Frank E Fernandez Disposition Date: 03/30/2009  
Date Submitted: 03/27/2009 Disposition Status: Accepted For Informational Purposes  
Implementation Date:

Implementation Date Requested: 04/15/2009

State Filing Description:

## General Information

Project Name: Accumulator Series 09 Data Page

Project Number: 2009DP

Requested Filing Mode: Informational

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 03/30/2009

Deemer Date:

Submitted By: Frank E Fernandez

Filing Description:

The Honorable Julie Benafield Bowman  
Commissioner

Arkansas Department of Insurance

1200 W. Third Street

Little Rock, AR 72201-1904

Attn.: Policy & Other Form Filings

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments: Not filed in  
Domicile. Informational Filing.

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 03/30/2009

Created By: Frank E Fernandez

Corresponding Filing Tracking Number:

SERFF Tracking Number: ELAS-126092967 State: Arkansas  
Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 41996  
Company Tracking Number: 2009DP  
TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium  
Variable and Variable  
Product Name: Accumulator Series 09 Data Page  
Project Name/Number: Accumulator Series 09 Data Page/2009DP

RE: AXA Equitable Life Insurance Company  
NAIC No.: 968-62944  
FEIN 13-5570651  
State Filing No. ELAS-125950930

Dear Commissioner :

We are submitting a revised Memorandum of Variable Material (MVM) connected to Base Data Pages 2009DP, for informational purposes. In an ongoing effort to provide flexibility for the Company to react to changes in the economic environment, we have revised the MVM connected to the data pages form which was approved on 01/08/2009 under File

No. ELAS-125950930. In this MVM we have revised item 13 for Data Pages 2009DP to include the following as alternate text. No other changes have been made to the MVM.

[The following is alternate text that would apply to all markets.] [Subsequent Contributions are limited to the first [two months] of the first Contract Year.] "Two months" may range from two to twelve months.

Data Pages 2009DP have not yet been issued by AXA Equitable as this product has not yet been launched. We would only issue the alternate text in Data Pages 2009DP in the future on a new business basis.

Please replace the previously approved MVM for Data Pages 2009DP with the enclosed version, dated March 27, 2009. Due to a recent change in law, the state of New York no longer requires filing of this type of form for use outside of New York. Instead, New York now requires that we file annually, a list identifying and describing the policy forms issued by us for delivery outside New York. The required filing fee will be sent by express mail or EFT. We request that information contained in this letter and any attachments hereto be treated as confidential and be exempted from disclosure in accordance with the state's Freedom of Information law or other similar laws, and we be notified prior to any proposed release of this information.

Sincerely,

Susan Shamlan  
Manager - Policy Forms

## Company and Contact

### Filing Contact Information

Gregory Prato, Assistant Vice President gprato@mony.com  
1290 Avenue of the Americas, 14th Floor 212-314-5710 [Phone]

SERFF Tracking Number: ELAS-126092967 State: Arkansas  
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New York, NY 10104 212-314-4561 [FAX]

**Filing Company Information**

AXA Equitable Life Insurance Company	CoCode: 62944	State of Domicile: New York
1290 Avenue of the Americas, 14-10	Group Code: 968	Company Type: LIFE Insurance
New York,, NY 10104	Group Name:	State ID Number:
(212) 314-2921 ext. [Phone]	FEIN Number: 13-5570651	

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**Filing Fees**

Fee Required? No  
 Retaliatory? No  
 Fee Explanation:  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
AXA Equitable Life Insurance Company	\$0.00	03/27/2009	

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Variable and Variable  
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Accepted For Informational Purposes	Linda Bird	03/30/2009	03/30/2009

*SERFF Tracking Number:* ELAS-126092967      *State:* Arkansas  
*Filing Company:* AXA Equitable Life Insurance Company      *State Tracking Number:* 41996  
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Variable and Variable  
*Product Name:* Accumulator Series 09 Data Page  
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## **Disposition**

Disposition Date: 03/30/2009

Implementation Date:

Status: Accepted For Informational Purposes

Comment:

Rate data does NOT apply to filing.

*SERFF Tracking Number:* ELAS-126092967      *State:* Arkansas  
*Filing Company:* AXA Equitable Life Insurance Company      *State Tracking Number:* 41996  
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*Product Name:* Accumulator Series 09 Data Page  
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<b>Schedule</b>	<b>Schedule Item</b>	<b>Schedule Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Flesch Certification		No
<b>Supporting Document</b>	Application		No
<b>Supporting Document</b>	Life & Annuity - Acturial Memo		No
<b>Supporting Document</b>	Variable Text Memorandum		No



**AXA EQUITABLE LIFE INSURANCE COMPANY**  
**Memorandum of Variable Material (March 27, 2009)**

**For use with Certificate Form No. 2006BASEA/2006BASEB or Contract Form No. 2006BASE-I-A/2006BASE-I-B (depending on jurisdiction) marketed as AXA Equitable's "Accumulator Series 9.0" ("Accumulator," "Accumulator Select," "Accumulator Plus" and "Accumulator Elite")**

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<b>Data Pages Description:</b>	<b>Form No.</b>
Base Data Page	2009DP
Accumulator Core Data Page	2009DPCore
Accumulator Elite Data Page	2009DPElite
Accumulator Plus Data Page	2009DPPlus
Accumulator Select Data Page	2009DPSelect
Withdrawal Charge Waiver Data Page	2009DPWVR

The following comments describe the nature and scope of the illustrative and variable material contained in the Data Pages forms. They are numbered , in accordance with the page number as to where they appear in the forms and as indicated with respect to the bracketed areas that may change. When applicable, alternate text is provided. The actual Data Pages forms a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

The Contract is available for issue as an Individual Retirement Annuity (**Traditional IRA or Roth IRA**), a Rollover Tax Sheltered Annuity (**TSA**), Defined Contribution Qualified Plan (**QP-DC**), Defined Benefit Qualified Plan (**QP-DB**) or as a Non-Qualified annuity (**NQ**).

The variability for the submitted forms is shown in this memorandum.

### **Data Pages:**

For each product, there will be a base set of Data Pages 2009DP common to all products followed by product-specific Data Pages unique to each product and a Withdrawal Charge Waiver Data Page. (If the Contract is issued as an Inherited IRA Contract or as a Non-Spousal Beneficiary Continuation Option Tax-Qualified Retirement Plan Funds Direct Rollover to Traditional IRA Contract, then Data Page 1 of previously approved form 2008DPBCO-INH/NSDR will replace Data Page 1 of form 2009DP, followed by the remaining base set of Data Pages 2009DP). The product specific Data Pages which contain the Withdrawal and Daily Separate Account Charges applicable to that product. The Withdrawal Charge Waiver Data Page, will be issued with all product that have a Withdrawal Charge. See table below for form numbers:

<b>Base Data Pages Form Nos.</b>	<b>Product-Specific Data Pages Form Nos.</b>	<b>Withdrawal Charge Waiver Form</b>	<b>Accumulator Product Series Name</b>
20098DP or 2008DPBCO-INH/NSDR ^	2009DPCore	2009DPWVR	Accumulator (Core)
	2009DPElite	2009DPWVR	Accumulator Elite
	2009DPPlus	2009DPWVR	Accumulator Plus ^
	2009DPSelect	Not Applicable	Accumulator Select

▲ This form provides for an Inherited IRA. The Inherited IRA market segment is not offered under the Accumulator Plus product.

### **Data Page No. 2009DP**

*(Unless specifically noted these items apply to all Accumulator Products.)*

1. **Data Pages 1 and 2:** These are illustrative numbers, dates, and names that reflect the facts in a given case. Differences which apply, depending on Contract Owner election, are also shown.
2. **Data Pages 1:** Applicable for TSA Contract/Certificates. The Employer's name and Plan name will appear hear.
22. **Data Pages 1, "Group Master Contract Number":** Applicable only to jurisdictions in which group annuity policy forms are filed: Certificates issued under a group master contract arrangement will reflect the master contract number.
23. **Data Page 1, "Market Segment Endorsements":** Market Segment endorsement information will appear based on an Owner's application. Market segments may be added or deleted in the future. Any such change will be in compliance with regulatory guidelines.
24. **Data Page 1 "Endorsement Applicable to Accumulator Plus":** The "Endorsement Applicable to Credits Applied to Annuity Account Value" will appear only on Accumulator Plus Contract Data Pages.
25. **Data Page 1, "Investment Option Endorsements":** The Investment Options Endorsements elected at application will be listed on the Data Pages. The Data Pages will show the applicable program based on the product applied for by the Owner. The Endorsement Applicable to Guaranteed Interest Special Dollar Cost Averaging, which provides the Special Dollar Cost Averaging program using our general account is available under Accumulator and Accumulator Elite. The Endorsement Applicable to Special Money Market Dollar Cost Averaging, which provides the Money Market Dollar Cost Averaging program, is available under Accumulator Plus and Accumulator Select.
26. **Data Pages 1 and 2, "Benefit Endorsement" and Optional Riders":** The Optional Riders that an Owner elects at application will be listed on the Data Pages. The Optional Benefit Endorsement gives Owners the right to add Optional Benefit Rider(s) to their Contract after the Contract has been issued.

8. **Data Pages 2:** The age at the Maturity Date is currently age 95, however, it may change based on regulatory guidelines.
9. **Data Pages 2:** For Accumulator Plus the Maturity Date may not be prior to five years from the Contract Date.
10. **Data Pages 2, “Maturity Date”:** The age at the Maturity Date is currently age 95, however, it may change based on regulatory guidelines. For NQ Contracts with Joint annuitants the age of the older Annuitant determines the Maturity Date. For GWBL, the Maturity Date age is defined under the appropriate rider and/or endorsement and will vary accordingly.
22. 11. **Data Page 3, “Special Dollar Cost Averaging Rate”:** The Special Dollar Cost Averaging Program is available only under the Accumulator Core and Accumulator Elite products. When the Special Dollar Cost Averaging Program is available and elected, the applicable text will appear. Programs vary by duration and rate. Current durations are 3, 6 and 12 months. Other durations may be offered in the future. The guaranteed interest rate under a Special Dollar Cost Averaging Program will depend on the program duration elected by the Contract owner. The minimum guaranteed interest rate for the Special Dollar Cost Averaging Program will be the minimum Nonforfeiture rate guaranteed under the Guaranteed Interest Option of this Contract. Rollup benefits will rollup at the applicable rollup rate.
22. **Data Page 3 “Guaranteed Interest Option”:** Pursuant to Section 2.01 of the Contract, AXA Equitable will determine a Guaranteed Interest Rate for the stated period.

The lifetime minimum guaranteed interest rate for the Guaranteed Interest Option is based on the NAIC Model Indexed methodology (or indexed rate methodology adopted by your jurisdiction), as described in the actuarial memorandum. The lifetime minimum guaranteed interest rate is bracketed on the enclosed data pages, as it will fluctuate periodically based on the indexed rate methodology adopted by your jurisdiction. The lifetime minimum guaranteed rate will never be less than 1% or greater than 3%. Once a Contract is issued, the lifetime minimum guaranteed interest rate established for that Contract will apply for the Contract’s duration and the rate will not be reset.

22. **Data Page 3 “Contribution Limts”:** *[The following text will appear for the QP market.]* Subsequent Contributions can be made until the older of the original Annuitant and Owner attain age 75 or if later, the first Contract Date Anniversary.

*[The following is alternate text that would apply to all markets.]* [Subsequent Contributions are limited to the first [two months] of the first Contract Year.] “Two months” may range from two to twelve months.

Age limitations with respect to Contract issuance and subsequent Contributions vary by product. We reserve the right to change these age requirements and/or contribution age limitations in the future to comply with any regulatory or product changes. The following table reflects the current age and contribution limits by product line:

Product	Issue Age	Contribution Age Maximum†	Age at Maturity Date
Accumulator (Core)	0-85*	86	95
Accumulator Select	0-85**	86	95
Accumulator Plus	0-70***	71	95
Accumulator Elite	0-85**	86	95

\* Issue Age is limited to age 75 for QP Contracts. The Contribution Age Maximum is one year beyond the maximum issue age.

- \*\* Issue Age is limited to age 70 for Inherited IRA and age 75 for QP Contracts. The Contribution Age Maximum is one year beyond the maximum issue age.
- \*\*\* Issue Age is limited to age 70 for QP Contracts. The Contribution Age Maximum is one year beyond the maximum issue age.

The current minimum contribution amount requirements are shown below in Table A. If any amount is changed by us, the Data Page will reflect the applicable amount and accordingly, any related text change thereto. Additional text noted below in Table B will vary by market segment. We may also change the contribution limits to accommodate a new class of business. If such a change is made we may limit the Investment Options under the Contract. Any change will be made on a uniform and non-discriminatory basis for all Contracts depending on the product, market segment, distribution channel and/or class of business. The current maximum contribution amount requirements are \$1,500,000 (\$500,000 for issue ages 81 – 85). The maximum contribution amount may range from \$250,000 (for issue ages 81 – 85) to \$5,000,000 (for all AXA Equitable Contracts/Certificates).

**Table A: The Contribution limits will be shown in the Contract Owner’s Data Pages based on the Product and the Owner’s market segment.**

Product	Minimum Initial Contribution	Minimum Subsequent Contribution
Accumulator	\$5,000 (\$4,000 for Flex Premium IRA/Roth)	\$500 (\$50 for IRA/Roth, \$1,000 for Inherited IRA/Roth)
Accumulator Select	\$25,000	\$500 (\$50 for IRA/Roth, \$1,000 for Inherited IRA/Roth)
Accumulator Elite	\$10,000	\$500 (\$50 for IRA/Roth, \$1,000 for Inherited IRA/Roth)
Accumulator Plus	\$10,000	\$500 (\$50 for IRA/Roth)

**Table B: The following language (based on the Contract Owner’s market segment) will be included as the second paragraph under Contribution Limits.**

Market Segment	Text
IRA	<b>Rollover/Traditional IRA only:</b> We will only accept initial Contributions in the form of either a rollover Contribution or a direct custodian-to-custodian transfer from other traditional individual retirement arrangements. Subsequent Contributions may be “regular” IRA Contributions, rollover Contributions or direct transfers.
Roth IRA	We may refuse to accept rollovers from designated Roth accounts under Internal Revenue Code Sections 401(k) and 403(b) plans.  <b>Roth Conversion only:</b> We will only accept initial Contributions in the form of either a rollover Contribution from Traditional IRAs, or Roth IRAs, or direct custodian-to-custodian transfers from other Roth IRAs.  Amounts converted from an [Accumulator 9.0] Traditional IRA Contract/Certificate you own are subject to the following Contribution minimum: Greater of [\$5,000] and [25%] of the Annuity Account Value of your [Accumulator 9.0] Traditional IRA Contract.

<b>QP-Defined Contribution</b>	We may refuse to accept Contributions made on an after-tax basis, including but not limited to, direct transfers or rollovers, as the case may be, from designated Roth accounts under Internal Revenue Code Section 401(k) and 403(b) plans.
<b>TSA</b>	<p>The only Contributions we will accept are rollover and direct transfer Contributions. We will not accept Contributions from employers.</p> <p>Contributions to purchase this TSA Contract may be made only for individuals who are active participants in the Employer’s Plan at the time the Contribution is made and while the Employer is remitting contributions with respect to compensation to purchase other 403(b) Contracts we issue for some or all of the Employer’s employees who are active participants in the Plan.</p> <p>A TSA Contract may be purchased only with direct transfer Contributions. Subsequent Contributions if and as permitted in the Data Pages are subject to our documentation rules, must be either direct transfer Contributions or rollover Contributions; we do not accept Employer-remitted Contributions to this TSA Contract. Direct transfer or rollover Contributions may not be made to this TSA Contract unless permitted by the Plan, and the Employer or the Employer’s Designee documents approval in a manner acceptable to us.</p> <p>We do not accept any after-tax Contributions, whether non-Roth after-tax contributions or elective deferral contributions which are designated Roth contributions under Section 402A of the Code. We do not separately account for rollover Contributions, nor do we track Contributions by source or type.</p> <p>We may refuse to accept Contributions made on an after-tax basis, including but not limited to, direct transfers or rollovers, as the case may be, from designated Roth accounts under Internal Revenue Code Section 401(k) and 403(b) plans.</p>
<b>Non-Spousal BCO Contracts/Certificates</b>	We will accept contributions in accordance with the Contribution requirements described in Part III- Contributions and Allocations, Item 7 - Limits on Contributions of the Non-Spousal Beneficiary Continuation Option (“BCO”) Tax-Qualified Retirement Plan Funds Direct Rollover to Traditional IRA endorsement.
<b>Partial Roth IRA Conversion Contracts/Certificates</b>	The minimum contribution amount is the greater of the initial minimum contribution amount for the respective product (see Table A above) or 25% of the Owner’s Annuity Account Value. This percentage may range from 0 to 100%.
<b>Principal Guarantee Benefit</b>	<p>When the Principal Guarantee Benefit is available and elected, Contributions may only be made during the six-month period beginning on the Contract Date. Contributions will not be accepted under any investment option in this Contract after this six-month period.</p> <p>We reserve the right to change the subsequent Contribution period from 0-12 months.</p>

22. **Data Page 3, “Initial Contribution Amount”:** For Accumulator Plus only, the Initial Contribution amount will vary based on the amount contributed to the Contract at application.

23. **Data Page 3, “Expected First Year Contribution”:** For Accumulator Plus only, the Expected First Year Contribution will vary based on the Expected First Year Contribution amount indicated on the application. This amount determines the Credit to be applied.

24. **Data Page 3, “Partial Roth IRA Conversions”**: For Accumulator Plus the following text will show: Credits are not applied to Contributions that result from a Roth IRA conversion from an Accumulator Plus Traditional IRA Contract.
17. **Data Page 4, “Investment Options”**: As provided in Section 2.04 of the Contract, the Variable Investment Options then available from AXA Equitable will be listed here. The Variable Investment Options which apply are Variable Investment Options of AXA Equitable’s Separate Account No. 49. If these Separate Accounts are renamed, or other Separate Accounts are added in the future, they will be listed here. If Variable Investment Options are added in the future, pursuant to Section 2.05 of the Contract, the list of Variable Investment Options to be included in the Data Pages will be changed accordingly. Any separate account Investment Option will provide for participation only in a separate account for which the Plan of Operation has been approved by the New York Insurance Department.

*[Applicable if a Dollar Cost Averaging Program is elected.]* The Data Pages will show the applicable Dollar Cost Averaging program based on the product applied for by the Owner. The Endorsement Applicable to Guaranteed Interest Special Dollar Cost Averaging, which provides the Special Dollar Cost Averaging program using our general account is available under Accumulator and Accumulator Elite. The Endorsement Applicable to Special Money Market Dollar Cost Averaging, which provides the Money Market Dollar Cost Averaging program, is available under Accumulator Plus and Accumulator Select.

#### **Option A**

If Option A is available and elected, 100% (Option A allocation may range from 0% - 100%) this of the Contributions must be invested in any or all of the following options AXA Allocation funds: [AXA Conservative Allocation, AXA Conservative-Plus Allocation, AXA Moderate Allocation, AXA Moderate-Plus Allocation], EQ/American Core Allocation, EQ/American Core Growth Allocation, EQ/American Balanced Allocation], Index Allocation Funds, EQ/Money Market, Guaranteed Interest Option and an account for Dollar Cost Averaging. We reserve the right to add, remove or change Investment Options under this Option.

Currently no more than 25% of the Dollar Cost Averaging allocation may be allocated to the Guaranteed Interest Option. This amount may change in the future. The percentage limitation will range from 0 to 100%.

The percentage allocated field may not be available at launch, however, we reserve the right to show the percentage allocated when it becomes available.

#### **Option B**

If Option B is available and elected 100% (Option B allocation may range from 0% - 100%) of the Contributions must be invested in any or all of the Investment Options offered under Option B and an account for Dollar Cost Averaging. We currently offer the following four categories: the Fixed Income Variable Investment Category, Core Diversified Equity Variable Investment Options, Small/Mid Cap Variable Investment Options and the Specialty Variable Investment Option. We reserve the right to add, remove, or change the name or objective of the investment categories.

A minimum of 20% of the Annuity Account Value must be invested into the Fixed Income Variable Investment Category. This minimum may range from 0% - 100%. The total Annuity Account Value invested in the remaining categories can not exceed 80% and may range from 0% - 100%.

If an account for Dollar Cost Averaging is elected under Option B, 100% of the contribution must be allocated to the program. The allocation to the Dollar Cost Averaging program may change on non-

discriminatory and new business basis and will range from 0% - 100%. Funds allocated to a Dollar Cost Averaging program will then be transferred out according to the Contract guidelines and the Owner's instructions. Currently no more than 25% of the Dollar Cost Averaging allocation may be transferred to the Guaranteed Interest Option. This amount may change in the future. The percentage limitation will range from 0 to 100%.

The percentage limits applicable to Option A and Option B may change from time to time and will be done in a manner that is fair and non-discriminatory.

**“Investment Options”:** When the Principal Guarantee Benefit is available and elected, the Investment Options for the 100% Principal Guarantee Benefit are the “AXA Allocation Funds” [AXA Conservative Allocation, AXA Conservative-Plus Allocation, AXA Moderate Allocation, AXA Moderate-Plus Allocation], EQ/American Core Allocation, EQ/American Core Growth Allocation, EQ/American Balanced Allocation]. For the 125% Principal Guarantee Benefit, the only Variable Investment Option available is the AXA Moderate Allocation Investment Option. The Guaranteed Interest Option and the Dollar Cost Averaging programs available under the Owner's product are available with both Principal Guarantee Benefit options. We reserve the right to add, remove or change Investment Options under this Option.

22. **Data Page 6, “Transfer Rules”:** Current transfer rules and market timing language are shown in the Data Pages. These Contracts are not designed for professional market timing organizations, or other organizations or individuals engaging in market timing strategy. These kinds of strategies are disruptive to the underlying portfolios in which the variable investment options invest. We reserve the right to change this language to address disruptive activity.
23. 19. **Data Page 5, 6 and 7, “Transfer Percentage Limit”:** The allocation and transfer restriction amount with respect to the Guaranteed Interest Option is currently limited to 25%. This amount may change in the future. The percentage limitation will range from 0 to 100%. The amount will be reflected on the form delivered to the Contract Owner. This amount may change from time to time on a new business basis and will be done in a manner that is fair and non-discriminatory.
24. **Data Page 7, “Minimum Withdrawal Amounts”:** The current withdrawal amount requirements, related limits and the order of Investment Options from which the withdrawal and/or withdrawal charge will be taken are shown. If any amount is changed, the Data Pages for new issues will reflect the applicable amount, which may range from \$100 to \$1000. and accordingly, any related text change thereto. Any change will be made on a uniform and non-discriminatory basis for all Contracts depending on the product, market segment, class or distribution channel. Automatic Required Minimum Distributions Withdrawals are applicable to the IRA, TSA and QP market segments.
25. **Data Page 8, “Minimum Amount of Annuity Account Value”:** The minimum Cash Value amount is shown in the Data Pages. We have the right to notify the Contract Owner of the Contract termination if the Cash Value is less than the minimum shown in the Data Pages. The minimum Cash Value may vary, from \$300 to \$1000, in the future on a new business basis only, and will be done in a manner that is fair and non-discriminatory.
26. **Data Page 8, “Loans”:** This language will appear in the TSA market segment only. The loan reserve amount may range from 0% - 20%.
27. **Data Page 8, “Normal Form of Annuity”:** The Normal Form of Annuity is shown in the Data Pages. This is the current default option exercised upon a Contract's maturity. We reserve the right to change it in the future. Any change will be made on a uniform and non-discriminatory basis. Other forms of annuity are available under the Contract. The length of the Period Certain for higher annuitization ages is modified based on IRS rules and may change in the future based on changes according to the Federal Tax Regulations.

28. **Data Page 8, “Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex and Minimum Amount to be Applied to an Annuity”:** The bracketed material reflects AXA Equitable’s current policy regarding the determination of the amount of annuity benefits including any adjustment as a result of misstatements. These amounts may be revised in the future for all Contracts.
29. **Data Page 8, “Minimum Amount to be Applied to an Annuity”:** The current amount is shown on the Data Pages. We reserve the right to change these amounts in the future on a new business basis only. Any such change will be made on a uniform and non-discriminatory basis.
22. **Data Page 9, “Annual Administrative Charge”:** The current and maximum Administrative Charge and any applicable minimum Annuity Account Value for its waiver are reflected in the Data Pages. We reserve the right to change these amounts for new issues of this Contract. The maximum charge shall not exceed \$85 per Contract Year. Once a Contract is issued these charges will not change. Any change will be made on a uniform and non-discriminatory basis.
23. **Data Page 9, “Optional Benefit Charge”:** Optional Benefit Charges will appear on the Data Pages or the Rider as applicable. The current charge is reflected in the Data Pages. We reserve the right to change these charges in the future. The interest rate and age provisions therein may change due to market conditions and product variations. Any change will be made on a uniform and non-discriminatory basis. The ranges for these charges are as follows:

<b>Optional Benefit Rider</b>		<b>Range of Charges</b>
Guaranteed Minimum Death Benefit-Annual Ratchet to Age [85] Death Benefit		0.15%-0.75%
Guaranteed Minimum Death Benefit-Greater of [5]% Roll-Up to Age [85] or Annual Ratchet to Age [85] Death Benefit		0.25%-1.00%
Earnings Enhancement Benefit		0.20%-0.90%
100% Principal Guarantee Benefit*		0.25%-1.00%
125% Principal Guarantee Benefit*		0.50%-1.25%
Guaranteed Withdrawal Benefit*		
GWB Current Charge	0.30%	0.15%-0.45%
GWB Maximum Charge	0.45%	0.25%-0.70%

The riders shown in the table above have been previously approved as described in the filing letter for this submission. These riders will be available under the Accumulator 9.0 Series.

\*These previously approved optional benefits are not available at launch, but may be available in the future.

When the Principal Guarantee Benefit is available and elected, Contributions may only be made during the six-month period beginning on the Contract Date. Contributions will not be accepted under any investment option in this Contract after this six-month period. We reserve the right to change the subsequent Contribution period from 0-12 months.

3. 28. **Data Page 10, “Number of Free Transfers”:** We reserve the right to limit the number of free transfers in the future. The limitations for free transfers are provided. The charges for any transfer in excess of such limitation are also provided. The maximum charge for any transfer will not exceed \$35.

**Product Specific Data Page Form Nos. 2009DPCore, 2009DPPlus, 2009DPElite and 2009DPSelect**

22. **Data Page 11, “Free Withdrawal Amount”**: Pursuant to Section 8.01, the free withdrawal amount may be changed to a percentage within the range of 0% to 50%. The free withdrawal amount in effect is stated in the Data Pages. We reserve the right to institute an exclusion period for future issues of this Contract. The exclusion period for the free withdrawal in Contract Year 1 may range from the first 0-12 months.

For purposes of determining the free withdrawal amount in the first Contract Year, the free withdrawal amount is based on Contributions received in the first 90 days of the Contract Date. This time period may vary from 30 days to 6 months, on a new business basis only. (Not applicable to 2008DPSelect).

23. **Data Page 13, “Daily Separate Account Charges”**: Sections 8.05 and 8.07 of the Contract gives AXA Equitable the right to change the Daily Separate Account Charges; we will do so to reflect changes in administrative expenses, death benefit, mortality experience, sales (distribution) expenses and any other applicable expenses subject to any regulatory approvals that apply. The Daily Separate Account will not exceed 2.00%

**Withdrawal Charge Waiver Data Page Form No. 2009DPWVR**

**We may add or delete waivers based on product design and/or financial risk mitigation concerns to the Company. Such changes will be on a new business basis only.**

1. **Data Page 12 and 13, “Withdrawal Charges”**: Sections 8.01 and 8.07 of the Contract gives AXA Equitable the right to waive or reduce the Withdrawal Charges. Any changes will be made on a uniform basis among all Contracts depending on the market or class of business.
22. The wait period for the dollar for dollar withdrawal treatment is 3 years, and may vary from 0 to 10 years.

If the wait period is 0 years, the waiver will appear as “effective immediately, any withdrawal that together with any prior withdrawals made during the Contract Year, does not exceed [5%] of the beginning of the Contract Year Roll Up portion of your [GMIB][GMDB] benefit base[s]. [In the first Contract Year, contributions received in the first [90 days] will determine such withdrawal amount.] If any withdrawal causes a pro-rata reduction in the Roll Up portion of the [GMIB][GMDB] benefit base[s] (as described in the [GMIB][GMDB] rider(s)) this waiver is not applicable to the withdrawal that causes the pro-rata reduction to commence, nor to any subsequent withdrawal for the life of the Contract/Certificate.

The range for the dollar for dollar withdrawal treatment is 2% to 8%.