

SERFF Tracking Number: ELAS-127016175 State: Arkansas
Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 47861
Company Tracking Number: 2010SIO201-I
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable
Product Name: Equi-vest Structured Investment Option
Project Name/Number: Equi-vest (SIO) Endorsement/Applications For Series 201 TSA and EDC/2010SIO201-I

Filing at a Glance

Company: AXA Equitable Life Insurance Company

Product Name: Equi-vest Structured Investment SERFF Tr Num: ELAS-127016175 State: Arkansas

Option

TOI: A02.11 Individual Annuities- Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 47861

Variable and Variable Closed

Sub-TOI: A02.11.002 Flexible Premium Co Tr Num: 2010SIO201-I State Status: Approved-Closed

Filing Type: Form

Author: Robert Palermo

Reviewer(s): Linda Bird

Date Submitted: 02/02/2011

Disposition Date: 02/08/2011

Disposition Status: Approved-Closed

Implementation Date Requested: 03/07/2011

Implementation Date:

State Filing Description:

General Information

Project Name: Equi-vest (SIO) Endorsement/Applications For Series
201 TSA and EDC

Status of Filing in Domicile: Not Filed

Project Number: 2010SIO201-I

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 02/08/2011

State Status Changed: 02/08/2011

Deemer Date:

Created By: Robert Palermo

Submitted By: Robert Palermo

Corresponding Filing Tracking Number:

Filing Description:

Please see attached filing letter for details.

Company and Contact

Filing Contact Information

Gregory Prato, Assistant Vice President

greg.prato@axa-equitable.com

1290 Avenue of the Americas, 14th Floor

212-314-5710 [Phone]

SERFF Tracking Number: ELAS-127016175 State: Arkansas
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New York, NY 10104 212-314-3380 [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	

Filing Fees

Fee Required? Yes
 Fee Amount: \$150.00
 Retaliatory? No
 Fee Explanation: 3 forms - \$50.00 each (AR Fee) = \$150.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
AXA Equitable Life Insurance Company	\$150.00	02/02/2011	44328301

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	02/08/2011	02/08/2011

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Disposition Date: 02/08/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Variable Text Memorandums		Yes
Supporting Document	Filing Letter		Yes
Form	ENDORSEMENT APPLICABLE TO THE STRUCTURED INVESTMENT OPTION		Yes
Form	403(b) TSA Application		Yes
Form	Application for 457(b) EDC		Yes

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Form Schedule

Lead Form Number: 2010SIO201-I

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	2010SIO201-I	Policy/Contract/Individual Certificate: Investment Amendment, Insert Page, Endorsement or Rider	Initial		0.000	2010SIO201-I (Individual-Final with revisions 01-25-11).pdf
	180-4001 (01-11)	Application/ Enrollment Form	Initial		0.000	App - 180-4001 (01-11).pdf
	180-4002 (01-11)	Application/ Enrollment Form	Initial		0.000	App - 180-4002 (01-11).pdf

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO THE STRUCTURED INVESTMENT OPTION

This Endorsement is part of your Contract and its provisions will apply instead of any Contract provisions to the contrary. This Endorsement applies only if the Structured Investment Option is available under your Contract.

In this Endorsement, “we”, “our” and “us” mean AXA Equitable Life Insurance Company and “you” and “your” mean the Owner.

For Existing Contracts the following will appear:

[This Endorsement is effective upon your receipt.]

[The following provision replaces the “Ten Days To Examine Contract” provision on the Cover Page of your Contract:

TEN DAYS TO EXAMINE CONTRACT - Not later than ten days after you receive this Contract, you may return it to us. We will cancel it and refund any Contribution you made to us, plus or minus any investment gain or loss which applies to the Investment Options from the date such Contribution was allocated to such Option to the date of cancellation.]

The following is added at the bottom of the front cover:

The portion of the Annuity Account Value in the Structured Investment Option (Part II A) may increase or decrease in value based on the performance of external Indices subject to the applicable Performance Cap Rate and Segment Buffer.

PART I - DEFINITIONS

The following Section is replaced with the following:

SECTION 1.14 INVESTMENT OPTION

“Investment Option” includes the Structured Investment Option, the Guaranteed Interest Option, a Separate Account, or a sub-division of a Separate Account.

The following Section is added:

SECTION 1.22A STRUCTURED INVESTMENT OPTION

“Structured Investment Option” means the Segments described in Part II A. The Annuity Account Value in the Structured Investment Option is the sum of your Annuity Account Value in the Segments.

The following Section is replaced with the following:

SECTION 1.24 VARIABLE INVESTMENT OPTION

“Variable Investment Option” means a separate account or a subdivision of a Separate Account and it includes the Segment Type Holding Accounts available under the Contract. A Variable Investment Option may invest its assets in an Investment Fund.

Part II A is added to your Contract as follows:

PART II A – STRUCTURED INVESTMENT OPTION

SECTION 2A.01 DEFINITIONS

In this Part II A, we define certain terms that are used in connection with the Structured Investment Option.

SECTION 2A.01(a) INDEX

“Index” means the reference price, not including dividends, used to determine the Segment Rate of Return for a Segment Type. We currently offer Segment Type(s) based on the performance of the [S&P 500 Price Return Index]. [In the future, we may offer Segment Types based on other Indices. Such Indices are listed in Attachment A to this Endorsement. We will notify you if and when they become available.]

SECTION 2A.01(b) INDEX PERFORMANCE RATE

“Index Performance Rate” means, for any Segment, the percentage change in the value of the related Index from the Segment Start Date to the Segment Maturity Date. This calculation, called the point-to-point method, compares the change in the Index between two discrete points in time, namely the Segment Start Date and the Segment Maturity Date. The Index Performance Rate may be positive or negative.

SECTION 2A.01(c) PARTICIPATION RATE

The “Participation Rate” determines how much of the Index Performance Rate is used to calculate the Segment Rate of Return on the Segment Maturity Date. Segment Types may have different Participation Rates. The Participation Rate for the [S&P 500 Price Return Index] is [100%]. [Future Segments could have different Participation Rates. Such Participation Rates are shown in Attachment A. We will notify you if and when they become available.]

SECTION 2A.01(d) PERFORMANCE CAP RATE

“Performance Cap Rate” means the highest Segment Rate of Return that can be credited on a Segment Maturity Date. We set the Performance Cap Rate for each new Segment on the Segment Start Date. We reserve the right to set the Performance Cap Rate at any time prior to the Segment Start Date. The Performance Cap Rate may vary for each Segment. We may set Performance Cap Rates for new Contracts that are different than the Performance Cap Rates

we set during that period for the same Segment under existing Contracts. It is not an annual rate of return.

SECTION 2A.01(e) PERFORMANCE CAP THRESHOLD

“Performance Cap Threshold” means the minimum Performance Cap Rate you specified as a Segment Participation Requirement that must be met in order for amounts to be transferred from the Segment Type Holding Account or from a maturing Segment into a new Segment. If we notify you that Performance Cap Thresholds are available, you may specify such Thresholds. A Performance Cap Threshold will remain in effect until we receive your election with a new threshold selected. We may discontinue availability of Performance Cap Thresholds with advance notice to you.

SECTION 2A.01(f) SEGMENT

“Segment” means an Investment Option we establish with a specific Index, Segment Duration, Segment Buffer, Segment Maturity Date, Performance Cap Rate, and Participation Rate. We may suspend or discontinue the availability of the Segment with advance notice to you.

SECTION 2A.01(g) SEGMENT BUFFER

“Segment Buffer” means the maximum percentage decline in the performance of the Index during a Segment Duration that will be absorbed under the Contract with no resulting reduction in the Segment Maturity Value for a Segment held until its Segment Maturity Date. Any percentage decline in the Segment’s Index Performance Rate multiplied by the Participation Rate that is in excess of the Segment Buffer reduces your Segment Maturity Value. We currently offer Segment Buffer(s) of [-10%]. [In the future, we may offer different Segment Buffers. Such Segment Buffers are shown in Attachment A. We will notify you if and when they become available.]

SECTION 2A.01(h) SEGMENT BUSINESS DAY

“Segment Business Day” means, generally, any Business Day on which an Index price is expected to be published for all Segments having a scheduled Segment Start Date or Segment Maturity Date in that month, as described below, and generally ends at 4:00 pm Eastern Time or such other time as we state in writing to you. If any given day is not a day on which the Index price is scheduled to be published for any such Index, then that day is not a Segment Business Day for any Segment. We will notify you of the days an Index price is scheduled to be published for any new or changed Index we designate. A day may be a “Business Day” for other purposes under the Contract but may not be a Segment Business Day. We schedule Segment Start Dates and Segment Maturity Dates to occur on Segment Business Days.

A Segment Business Day generally occurs on any day that all Indices shown in Attachment A publish a price.

The Segment Maturity Dates and Segment Start Dates based on Segment Business Days for [2011 and 2012] are listed below. We will provide Segment Maturity and Segment Start Dates for subsequent years in the future.

Month	[2011]		[2012]	
	Segment Maturity Date	Segment Start Date	Segment Maturity Date	Segment Start Date
January	[N/A	Tues. 18	[Tues. 17	Wed. 18
February	N/A	Tues. 15	Tues. 14	Wed. 15
March	N/A	Tues. 15	Wed. 14	Thurs. 15
April	N/A	Fri. 15	Mon. 16	Tues. 17
May	N/A	Mon. 16	Mon. 14	Tues. 15
June	N/A	Wed. 15	Thurs. 14	Fri. 15
July	N/A	Fri. 15	Mon. 16	Tues. 17
August	N/A	Mon. 15	Tues. 14	Wed. 15
September	N/A	Thurs 15	Fri. 14	Mon. 17
October	Fri. 14	Mon. 17	Mon. 15	Tues. 16
November	Mon. 14	Tues. 15	Wed. 14	Thurs. 15
December	Wed. 14	Thurs 15]	Fri. 14	Mon. 17]

SECTION 2A.01(i) SEGMENT DURATION

“Segment Duration” means the period from the Segment Start Date to the Segment Maturity Date. The available Segment Duration for the [S&P 500 Price Return Index] is [1] year. [In the future, we may offer Segment Duration(s) of more than one year. Such Segment Durations are shown in Attachment A. We will notify you if and when they become available.]

SECTION 2A.01(j) SEGMENT INTERIM VALUE

“Segment Interim Value” means the Annuity Account Value in a Segment prior to the Segment Maturity Date.

SECTION 2A.01(k) SEGMENT INVESTMENT

“Segment Investment” means the amount of your initial allocation to a Segment, adjusted for any withdrawals (including any withdrawal charges and other charges).

SECTION 2A.01(l) SEGMENT MATURITY DATE

“Segment Maturity Date” means the Segment Business Day a Segment ends. A Segment Maturity Date must occur on a Segment Business Day which is generally the 14th of the same month as the Segment Start Date in the calendar year in which the Segment Duration ends. The Segment Maturity Date will be the next Segment Business Day if the 14th is not a Segment Business Day. The Segment Maturity Date for the Segment maturing in a given month and the Segment Start Date for a new Segment starting in the same month will always occur on the first two consecutive Segment Business Days, occurring after the 13th calendar day of a month.

SECTION 2A.01 (m) SEGMENT MATURITY DATE REQUIREMENT

“Segment Maturity Date Requirement” means you will not be invested in a Segment if the Segment Maturity Date is later than your Contract’s Maturity Date.

SECTION 2.01(n) SEGMENT MATURITY VALUE

“Segment Maturity Value” means the sum of your Segment Investment and your Segment Return Amount in a Segment on the Segment Maturity Date as described in Section 2B.05 of this Endorsement.

SECTION 2A.01(o) SEGMENT PARTICIPATION REQUIREMENTS

“Segment Participation Requirements” means the requirements that must be met before we transfer amounts from a Segment Type Holding Account to a new Segment on a Segment Start Date. The Segment Participation Requirements are described in Section 3A.01 of this Endorsement.

SECTION 2A.01(p) SEGMENT RATE OF RETURN

“Segment Rate of Return” means a rate equal to the Index Performance Rate multiplied by the Participation Rate. Your Segment Rate of Return is determined as follows:

If the Index Performance Rate multiplied by the Participation Rate:	Then The Segment Rate of Return will be:
Exceeds the Performance Cap Rate	Equal to the Performance Cap Rate
Is positive but is less than or equal to the Performance Cap Rate	Equal to the Index Performance Rate multiplied by the Participation Rate
Is between zero and the Segment Buffer inclusive	Equal to 0%
Is more negative than the Segment Buffer	Negative, to the extent the percentage decline exceeds the Segment Buffer

SECTION 2A.01(q) SEGMENT RETURN AMOUNT

“Segment Return Amount” means an amount equal to the Segment Rate of Return multiplied by your Segment Investment on the Segment Maturity Date. The Segment Return Amount is added to, or subtracted from, the Segment Investment to determine your Segment Maturity Value as described in Section 2B.05.

SECTION 2A.01(r) SEGMENT START DATE

“Segment Start Date” means the Segment Business Day on which a new Segment is established. A Segment Start Date must occur on a Segment Business Day.

SECTION 2A.01(s) SEGMENT TYPE

“Segment Type” means all Segments that have the same Index, Segment Duration, Segment Buffer and Participation Rate. The Segment Type(s) currently available is the [S&P 500 Price Return Index] for a Segment Duration of [1] year and Segment Buffer of [-10%]. [We may offer other Segments Types in the future. Such Segment Types are shown in Attachment A. We will notify you if and when they become available.]

SECTION 2A.01(t) SEGMENT TYPE HOLDING ACCOUNT

“Segment Type Holding Account” means an account that holds all contributions and transfers allocated to a Segment pending investment in a Segment. There is a Segment Type Holding Account for each Segment Type. A Segment Type Holding Account is a Variable Investment Option and is part of the [EQ/Money Market Variable Investment Option]. We have the right to designate another Investment Option for purposes of the Segment Type Holding Account. We will notify you of any such change prior to our use of any alternative Investment Option for the Segment Type Holding Account.

Part II B is added to your Contract as follows:

OPERATION OF THE STRUCTURED INVESTMENT OPTION

SECTION 2B.02 INVESTMENT IN A SEGMENT ON A SEGMENT START DATE

We may establish new Segments on Segment Start Dates. Your Annuity Account Value in a Segment Type Holding Account is automatically transferred to the next new Segment on its Segment Start Date, provided Segment Participation Requirements described in Section 3A.01 of this Endorsement are met.

SECTION 2B.03 ALLOCATION OPTIONS ON A SEGMENT MATURITY DATE

We will notify you at least [45] days prior to a Segment Maturity Date. If you have not provided us with instructions for allocation of the Segment Maturity Value, your Segment Maturity Value will be allocated to the Segment Type Holding Account for Segments of the same Segment Type as the Segment that matured for transfer to the next new Segment of that Type as described in Section 3A.01 of this Endorsement. However, if the same Segment Type has been terminated, your Segment Maturity Value will be transferred to the [EQ/Money Market Variable Investment Option].

We will use your Segment Maturity Date instruction on file to allocate the Segment Maturity Value to available Investment Options. You may change your instruction on file at any time by sending us the proper form. Changes will be effective on the Business Day of receipt by us, but for any particular Segment Maturity Date, the change must be received by us before the Segment Maturity Date.

SECTION 2B.04 SEGMENT INTERIM VALUE

We determine the Interim Value of your investment in a Segment on each Segment Business Day based on the estimated current value of financial instruments representing our obligation to provide your Segment Maturity Value on the Segment Maturity Date, including (i) a fixed instrument that, with interest at the rate for such instruments on the Segment Start Date, matures on the Segment Maturity Date with a maturity value equal to the Segment Investment, and (ii) put and call options or similar instruments representing the potential Index Performance Rate for the Segment. However, your Segment Interim Value will not exceed the sum of (i) your Segment Investment plus (ii) your Segment Investment multiplied by the portion of the Segment's Performance Cap Rate corresponding to the elapsed portion of the Segment's Duration; we may determine this cap on the Segment Interim Value on a periodic basis, such as monthly or quarterly, rather than daily. Our Interim Value methodology is on file with the insurance regulator in New York State, our state of domicile.

SECTION 2B.05 SEGMENT MATURITY VALUE

We determine your Segment Maturity Value on the Segment Maturity Date based on your Segment Rate of Return as shown in the table in Section 2A.01(p) and your Segment Return Amount as described in Section 2A.01(q). Your Segment Maturity Value is the sum of your Segment Investment plus or minus your Segment Return Amount on the Segment Maturity Date.

A Segment ends upon its Segment Maturity Date. Upon maturity of a Segment, the Segment Maturity Value is transferred as described in Section 2B.03 of this Endorsement.

SECTION 2B.06 DISCONTINUATION OF OR SUBSTANTIAL CHANGE TO THE INDEX

We have the right, subject to compliance with applicable law, to:

- (a) substitute an alternative Index 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; or
- (b) end a Segment if an Index is discontinued or otherwise becomes unavailable to us and no reasonable alternative is then available for substitution of such Index. If we end a Segment before its scheduled Maturity Date, we will determine a Segment Maturity Value, as described in Section 2B.05 using the last reported Index price.

We will notify you of any of the above actions we take.

SECTION 2B.07 CHANGES TO SEGMENT TYPES AND SEGMENTS

We reserve the right to change the Segment Start Date and/or Segment Maturity Date, to change the frequency with which we offer new Segments, to stop offering them, or to temporarily suspend offering new Segments. We also reserve the right to add new Segment Types. We will notify you of any of the above actions we take.

If we temporarily suspend the offering of new Segments for a Segment Type, amounts invested in the Segment Type Holding Account for that Segment Type will remain in the Segment Type Holding Account until the earlier of (i) the next Segment Start Date that Segment Participation Requirements are met on or after the date we lift the suspension or (ii) the Transaction Date on which you instruct us to transfer amounts out of the Segment Type Holding Account.

If the offering of a Segment Type is terminated, amounts invested in a Segment Type Holding Account will be transferred to the [EQ/Money Market Variable Investment Option]. If the terminated Segment is included in your allocations instructions on file, it will be replaced with the [EQ/Money Market Variable Investment Option].

SECTION 2B.08 EFFECT OF AN UNSCHEDULED CLOSE DAY

An unscheduled close day for any given Segment Type is a Segment Business Day on which the value of the Index for the Segment Type is scheduled to be published but is not published. If an unscheduled close day occurs between a Segment Start Date and a Segment Maturity Date, we may defer withdrawals from that Segment as described in Section 9A.03, "Deferment" of this Endorsement. We may also apply the procedures described in Section 2B.06

SECTION 2B.09 SEPARATE ACCOUNT FOR THE STRUCTURED INVESTMENT OPTION

For all Contracts that offer the Structured Investment Option, we hold in our Separate Account No. [69] an amount equal to the Cash Values for the Structured Investment Option attributable to those Contracts. We have established this separate account and maintain it in accordance with the laws of New York State. Income, realized and unrealized gains and losses from the assets in this separate account are credited to or charged against it without regard to our other income, gains or losses. Assets are placed in this separate account to support the Contract and other annuity contracts. The assets of the separate account are our property. You do not participate in the performance of the separate account. We may transfer assets of the separate account in excess of reserves and other liabilities with respect to such account to another separate account or to our general account.

We may, at our discretion, invest assets of the account in any investment permitted by applicable law. We may rely exclusively on the opinion of counsel (including counsel in our employ) as to what investments we may make as law permits.

We have the right, subject to compliance with applicable law, to:

- (a) add new separate accounts to be used for the same purpose as Separate Account No. [69],
- (b) divide the separate account into two or more separate accounts to be used for the same purpose, and
- (c) combine this separate account with any other separate account that is used for the same purpose.

Part III A is added to your Contract as follows:

SECTION 3A.01 CONTRIBUTIONS AND ALLOCATIONS TO THE STRUCTURED INVESTMENT OPTION

Contributions (including on-going payroll deductions, rollover and transfer Contributions) and transfers from other Investment Options allocated to a Segment are initially invested in the Segment Type Holding Account(s) until the next available Segment Start Date.

The minimum amount that can be transferred into a Segment from the Segment Type Holding Account is [\$1,000]. Once you have accumulated [\$1,000] in the Segment Type Holding Account it will then be transferred into a Segment provided that all other Segment Participation Requirements are met.

All amounts in a Segment Type Holding Account on the Segment Business Day preceding the Segment Start Date will be transferred (unless withdrawn) into the Segment on the Segment Start Date, provided that all Segment Participation Requirements are met. Any such amounts, including the investment results of the Segment Type Holding Account are transferred from the Segment Type Holding Account to the designated Segment.

Amounts allocated on the Segment Start Date to a Segment Type Holding Account are not included in the amounts transferred from the Segment Type Holding Account to a designated

Segment. Such amounts are transferred from the Segment Type Holding Account to the designated Segment on the Segment Start Date of the following month, provided that all Segment Participation Requirements are met.

Allocations must be in whole numbers and must total 100%. The maximum number of Segments and the Segment Type Holding Account(s) that may be active under your Contract at any given time is [13]. You may not allocate amounts to more than [13] Segments and Segment Type Holding Accounts, combined at any one time. If (i) a transfer from a Segment Type Holding Account into a Segment or (ii) on a Segment Maturity Date, a transfer from a Segment to a Segment Type Holding Account would cause your Contract to exceed this limit, amounts will be transferred to the [EQ/Money Market Variable Investment Option] as described in the next sentence. As of the close of business on the Segment Business Day prior to the Segment Start Date, if the total number of Segments scheduled to be established on the Segment Start Date would cause the Contract to exceed the [13] limit, amounts in Segment Type Holding Accounts and amounts from maturing Segments scheduled to transfer into Segment Type Holding Accounts will be allocated to the [EQ/Money Market Variable Investment Option] in order of those that would have established new Segments with the least initial Segment Investment first until the number of Segments scheduled to be established will no longer cause the Contract to exceed the limit of [13]. We will notify you if this number changes. Any such change will not affect the Segments in which you currently invest.

On a Segment Maturity Date, any Segment Maturity Value to be transferred to a new Segment pursuant to your Segment Maturity Date instructions or as otherwise provided in Section 2B.03 of this Endorsement is allocated to the Segment Type Holding Account for the designated Segment.

Segment Participation Requirements

The following Segment Participation Requirements must be met on a Segment Start Date in order for amounts to be transferred to a Segment from a Segment Type Holding Account:

- (a) the Segment is available;
- (b) the Segment does not have a Segment Duration that extends beyond your Contract's Maturity Date;
- (c) a minimum of \$1,000 is in the Segment Type Holding Account; and
- (d) the Performance Cap Rate is equal to or greater than your Performance Cap Threshold, if any.

In general, amounts that are not transferred because Segment Participation Requirements have not been met will remain in the Segment Type Holding Account and be transferred to the next new Segment for which the Segment Participation Requirements are met. However, if Segment Participation Requirements have not been met because the Segment Type has been terminated, or if new Segment Maturity Dates of that Segment Type would be later than your Contract's Maturity Date, your amount in the Segment Type Holding Account will be transferred to the [EQ/Money Market Variable Investment Option]. We may change the Segment Participation Requirements and will provide you advance notice of any such change.

Part IV A is added to your Contract as follows:

SECTION 4A.02 TRANSFER RULES

Transfer Rules –General

[We reserve the right to:

- (a) limit transfers to the Segment Type Holding Account to no more than once every 30 days.
- (b) require a minimum time period between each transfer into or out of the Segment Type Holding Account.
- (c) establish a maximum dollar amount that may be transferred on any Transaction Date to or from the Segment Type Holding Account.

Transfer Rules Applicable to the Structured Investment Option

- (a) You may not transfer into a Segment Type Holding Account if the upcoming Segment would have a Segment Maturity Date that is later than your Contract Maturity Date.
- (b) Amounts transferred into a Segment Type Holding Account on a Segment Start Date are not included in any transfer from the Segment Type Holding Account to a Segment that starts on that same day.
- (c) You may transfer out of a Segment Type Holding Account on any date other than a Segment Start Date.
- (d) Transfers on the Segment Start Date from a Segment Type Holding Account to a Segment are automatic provided the Segment Participation Requirements are met.
- (e) Once amounts are transferred from a Segment Type Holding Account to a Segment, transfers into or out of that Segment are not permitted.]

Part V A is added to your Contract as follows:

SECTION 5A.01 WITHDRAWALS

Withdrawals will be processed on a pro-rata basis from your Annuity Account Value in the Investment Options as described in the Contract. If those amounts are insufficient, then any additional amount required or the total amount of the withdrawal, as applicable, will be withdrawn from the Segment Type Holding Account(s). If there is insufficient value or no value in the Segment Type Holding Accounts, the balance of the withdrawal, if any, will be taken from the Segments on a pro rata basis.

Alternatively, you may provide specific instructions for how you wish withdrawals to be processed. You may provide instructions so that the withdrawal amount is taken from an Investment Option(s) as described in the Contract as well as from the Segment Type Holding Account. A specific dollar amount or percentage must be provided for each Investment Option.

Amounts cannot be withdrawn from Segments while there is any Annuity Account Value in the other Investment Options.

You may, however, request on a Segment Maturity date to withdraw, in part or in whole, from a Segment, your Segment Maturity Value without regard to the above provisions.

2010SIO201-I

The minimum lump sum withdrawal amount is [\$300].

SECTION 5A.05 LOANS

Loan Amount:

The Segment Interim Value will be used when calculating the amount available for a loan. The amount of the loan cannot be taken from a Segment unless there is no value in the other Investment Options.

Repayments:

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.

Part VI A is added to your Contract as follows:

SECTION 6A.02 PAYMENT UPON DEATH

Upon receipt of notification of your death, if we have not received the Beneficiary Requirements described in the Contract, your Contract will continue to remain invested in the Investment Options and no transactions will be permitted except as described in this paragraph with respect to the Structured Investment Option. We will not permit any transfers into or withdrawals from a Segment. Amounts in a Segment Type Holding Account will be transferred to the [EQ/Money Market Variable Investment Option] on the Segment Business Day prior to the Segment Start Date. For Segments in effect on the Segment Maturity Date, amounts will be transferred to the [EQ/Money Market Variable Investment Option] for any Segments that are in effect on that date.

Effect of Death on Amounts Allocated to the Structured Investment Option

If any amounts are held under a Segment, amounts required for the payment of a Death Benefit will be withdrawn from the Segment. Amounts withdrawn from a Segment on a date other than the Segment Maturity Date will reflect the Segment Interim Value.

If amounts are allocated to any Segment at the time of your death, unless required for the payment of a Death Benefit, there will be no withdrawal from a Segment prior to the Segment Maturity Date. Amounts in Segments must remain in the Segments until the Segment Maturity Date.

Part VIII A is added to your Contract as follows:

SECTION 8A.02 ADMINISTRATIVE AND OTHER CHARGES DEDUCTED FROM ANNUITY ACCOUNT VALUE

As of each Processing Date, we will deduct Administrative Charges or other Charges related to the administration and/or distribution of this Contract. The Administrative Charge will be deducted from the Annuity Account Value in the Investment Options on a pro rata basis on the last business day of each Contract Year as described in the Contract. If there is insufficient value in those Investment Options the charge will then be deducted from the Segment Type Holding Account(s), then pro rata from the Segments.

Part IX A is added to your Contract as follows:

SECTION 9A.03 DEFERMENT

The use of proceeds to provide a payment of a Death Benefit and payment of any portion of the Annuity Account Value (less any Withdrawal Charge that applies) will be made within seven days after the Transaction Date of the request. Payments or proceeds from the Structured Investment Option can be deferred for any period during which (1) any of the stock exchanges is closed or trading is restricted, (2) sales of securities or determination of the fair value of the Investment Option's assets is not reasonably practicable because of an emergency, or (3) the Securities and Exchange Commission, by order, permits us to defer payment in order to protect persons with interests in the Structured Investment Option.

Payments from a Segment may be deferred during an unscheduled close day as described in Section 2B.08.

SECTION 9A.04 REPORTS AND NOTICES

At least once each year until the Contract's Maturity Date, we will send you a report showing:

- (a) the total number of Accumulation Units in the Segment Type Holding Account and the Accumulation Unit Value;
- (b) the dollar amount in the Segment Type Holding Account;
- (c) the Segment Interim Value of each Segment.

In addition, we will send you a report for each new Segment to which the Annuity Account Value was allocated showing the Segment Start Date, Segment Maturity Date and Performance Cap Rate.

A report as described above or any written notice as described in any other Section will be satisfied by our mailing any such report or notice to your last known address as shown in our records. The information provided will be as of a date not more than four months prior to the date of mailing. We will make copies of the reports available to you upon request at no additional cost.

Notices sent to us will not be effective until received at the Processing Office. Your Contract Number should be included in all correspondence.

AXA EQUITABLE LIFE INSURANCE COMPANY

[


Christopher M. Condrón
Chairman, President and
Chief Executive Officer]

[


Karen Field Hazin, Vice President and
Secretary and Associate General Counsel]

- ATTACHMENT A
-
- STRUCTURED INVESTMENT OPTION

See Sections 2A.01(a); 2A.01(c); 2A.01(g); 2A.01(i) of the Endorsement

<u>SEGMENT TYPE</u>	<u>Segment Duration (Year(s))</u>	<u>Segment Buffer</u>
<u>Index</u> [S&P 500 Price Return Index	[3 Year	-10%
S&P 500 Price Return Index	3 Year	-20%
S&P 500 Price Return Index	5 Year	-10%
S&P 500 Price Return Index	5 Year	-20%
S&P 500 Price Return Index	5 Year	-30%
<u>Index</u> Russell 2000 Price Return Index	1 Year	-10%
Russell 2000 Price Return Index	3 Year	-10%
Russell 2000 Price Return Index	3 Year	-20%
Russell 2000 Price Return Index	5 Year	-10%
Russell 2000 Price Return Index	5 Year	-20%
Russell 2000 Price Return Index	5 Year	-30%
<u>Index</u> MSCI EAFE Price Return Index (EAFE Index)	1 Year	-10%
<u>Index</u> Gold Market Fixing Ltd. PM Fix Price/USD (Gold Index). (Available for TSA and governmental EDC contracts only)	1 Year	-10%
<u>Index</u> NYMEX West Texas Intermediate Crude Oil Generic Front-Month Futures (Oil Index)] (Available for TSA and governmental EDC contracts only)	1 Year	-10%]

[See Section 2A.01(c). The Participation Rate for [Gold] and [Oil] is [150%].

AXA Equitable Life Insurance Company

EQUI-VEST® (Series 201)

Combination Fixed and Variable Deferred Annuity

403(b) TSA Application

Application No. _____

Mailing Instructions:

Express Mail: (with money):

JPMorganChase
4 Chase Metrotech Center, 7th Floor
NY Remit One Image Lockbox # 13823
Brooklyn, NY 11245-0001

Regular Mail: (with money):

EQUI-VEST Unit Annuity
Lockbox P.O. Box 13823
Newark, NJ 07188-0463



AXA EQUITABLE

Express Mail: (without money):

EQUI-VEST New Business
100 Madison St., Suite 1000
Syracuse, NY 13202

Regular Mail: (without money):

EQUI-VEST New Business
P.O. Box 4704,
Syracuse, NY 13221-4704

1. EQUI-VEST contract type (Check one)

- A. Public Schools
 B. 501(c)(3)
 C. Colleges and Universities

2. Employer information

Employer/and (or) School Name/Unit Name _____

(Select one) _____ or
Existing Plan/Unit Number Location
 New Unit (Must complete Unit Establishment Kit)

3. Annuitant information (Check all appropriate boxes)

If your Mailing Address is different from the Primary Residential Address below, please provide your Mailing Address in Section 8. If you have moved within the last 12 months, please indicate your previous address in the Special Instructions section.

Mr. Mrs. Miss Ms. Other _____

Male Female

Social Security Number (Required) _____

First Name _____ Middle Initial _____ Last Name _____

- Home
 Work

Birth Date (mm/dd/yy) _____ Age at Nearest Birthday _____ Daytime Phone Number _____

U.S.A. Primary Residential Address - No P.O. Box Permitted

City _____ State _____ Zip Code _____

Email Address (optional) _____

Valid Driver's License No./State Issued ID # _____ State _____ Exp. Date _____

U.S. Citizen? Yes No (If No, complete below and attach copy of U.S. Visa or Permanent Resident card)

Country _____ Passport #/Resident Card # _____ U.S. Visa Type _____

4. Beneficiary(ies) information

Primary

1. _____ %
First Name _____ Last Name _____

Relationship to Annuitant:

- Spouse: Male Female
 Child: Male Female
 Other: _____

T.I.N.: S.S.N. or E.I.N. _____

2. _____ %
First Name _____ Last Name _____

Relationship to Annuitant:

- Spouse: Male Female
 Child: Male Female
 Other: _____

T.I.N.: S.S.N. or E.I.N. _____

Contingent

1. _____ %
First Name _____ Last Name _____

Relationship to Annuitant:

- Spouse: Male Female
 Child: Male Female
 Other: _____

T.I.N.: S.S.N. or E.I.N. _____

5. Contribution amount

1. If a payment will be forwarded at a later date, you must complete #5-1A and, if applicable, #5-1B. If a payment will be provided when the application is signed, complete #5-1C only.

A. Expected first-year contribution: \$ _____

Indicate the amount expected to be contributed in the first year of this contract.

(Exclude direct transfer or rollover amounts)

B. Expected direct transfer or rollover amounts: \$ _____

(i) If you intend to allocate all or a portion of this amount to Special Dollar Cost Averaging, also complete #7

(ii) If this is a rollover, is it from a 401(k) plan or other eligible retirement plan?

Yes No

C. Amount provided with this application:

(i) Total amount for investment options listed in #6. \$ _____

(ii) Provide a breakdown of employee and employer contributions. \$ _____ \$ _____

Employee Employer

2. Reminder/Contribution information:

Months to be excluded, if any, from Plan Contribution Statement (months must be consecutive and from May to September only): _____

6. Selection of investment options and allocation percentages

Must check either Box A or Box B, but not both.

A. Maximum Transfer Flexibility. By checking this box, you may invest in the investment options listed in this section which are not boxed off. Transfers out of the Guaranteed Interest Option will not be limited.

B. Maximum Fund Choice. By checking this box, you may invest in any of the investment options listed in this section. Transfers out of the Guaranteed Interest Option will be limited (see prospectus for details).

Current Allocation (Applies to Boxes A and B): Select the allocation for the contributions indicated in #5-1A or any amounts that you may invest in these investment options in the future. You can change this allocation for future contributions at any time. The percentages entered below must be in whole numbers and total 100%.

Contribution Allocation

Structured Investment Option Segment

S&P 500 1year -10% Buffer (V1*)

Although not required, you have the ability to choose a Performance Cap Threshold. To choose your Performance Cap Threshold, please check the box below and complete the Performance Cap Threshold and Maturity Instructions Election Form (#146946). The completed form must be submitted along with this application to our Processing Office.

I want to choose a Performance Cap Threshold.

Asset Allocation

AXA Allocation

- AXA Aggressive Allocation (18*)
- AXA Moderate Allocation (T4*)
- AXA Moderate-Plus Allocation (17*)

Target Allocation

- Target 2015 Allocation (6G*)
- Target 2025 Allocation (6H*)
- Target 2035 Allocation (6I*)
- Target 2045 Allocation (6J*)

Other Asset Allocation

- All Asset Allocation (7H*)
- EQ/Franklin Templeton Allocation (6P*)

Large Cap Stocks

- AXA Tactical Manager 500-I (7M*)
- EQ/BlackRock Basic Value Equity (81*)
- EQ/Boston Advisors Equity Income (33*)
- EQ/Calvert Socially Responsible (92*)
- EQ/Common Stock Index (T1*)
- EQ/Davis New York Venture (6Q*)
- EQ/Equity 500 Index (TE*)
- EQ/Equity Growth PLUS (94*)
- EQ/JPMorgan Value Opportunities (72*)
- EQ/Large Cap Core PLUS (85*)
- EQ/Large Cap Growth Index (82*)
- EQ/Large Cap Growth PLUS (77*)
- EQ/Large Cap Value Index (49*)
- EQ/Lord Abbett Growth and Income (02*)
- EQ/Lord Abbett Large Cap Core (05*)
- EQ/Mutual Large Cap Equity (6F*)
- EQ/T. Rowe Price Growth Stock (32*)
- Fidelity® VIP Contrafund® (7R*)
- Fidelity® VIP Equity Income (7S*)
- MFS® Investors Growth Stock (8I*)
- MFS® Investors Trust (7P*)
- Multimanager Aggressive Equity (T2*)
- Multimanager Large Cap Value (58*)
- Oppenheimer Main Street Fund®/VA (7Q*)

Mid Cap Stocks

- American Century VP Mid Cap Value (7V*)
- AXA Tactical Manager 400-I (7L*)
- EQ/Mid Cap Index (55*)
- EQ/Mid Cap Value PLUS (79*)
- EQ/Morgan Stanley Mid Cap Growth (08*)
- Fidelity® VIP Mid Cap (7U*)
- Goldman Sachs VIT Mid Cap Value (7W*)
- Invesco V.I. Mid Cap Core Equity (7T*)

Small Cap Stocks

- AXA Tactical Manager 2000-I (7K*)
- EQ/AllianceBernstein Small Cap Growth (TP*)
- EQ/AXA Franklin Small Cap Value Core (6E*)
- EQ/GAMCO Small Company Value (37*)
- EQ/Small Company Index (97*)
- Invesco V.I. Small Cap Equity (7X*)
- Ivy Funds VIP Small Cap Growth (7Y*)

International Stocks/Global

- AXA Tactical Manager International-I (7N*)
- EQ/BlackRock International Value (73*)
- EQ/Global Multi-Sector Equity (78*)
- EQ/International Core PLUS (88*)
- EQ/International Growth (26*)
- EQ/Oppenheimer Global (6A*)
- EQ/Templeton Global Equity (6D*)
- Invesco V.I. International Growth (7Z*)
- Lazard Retirement Emerging Markets Equity (8H*)
- MFS® International Value (8A*)

AXA Allocation (Not available under Max Flex option)

- AXA Conservative Allocation (15*)
- AXA Conservative-Plus Allocation (16*)

Bonds (Not available under Max Flex option)

- EQ/Core Bond Index (96*)
- EQ/Global Bond PLUS (47*)
- EQ/PIMCO Ultra Short Bond (28*)
- EQ/Quality Bond PLUS (TQ*)
- Ivy Funds VIP High Income (8G*)
- Multimanager Core Bond (69*)
- Multimanager Multi-Sector Bond (TH*)
- Templeton Global Bond Securities (8F*)

Cash Equivalents (Not available under Max Flex option)

- EQ/Money Market (T3*)

Sector Specialty (Not available under Max Flex option)

- EQ/Franklin Core Balanced (6C*)
- PIMCO VIT CommodityRealReturn® Strategy (8E*)

Sector/Specialty

- Invesco V.I. Financial Services (8B*)
- Invesco V.I. Global Real Estate (8C*)
- Ivy Funds VIP Energy (8D*)
- MFS® Technology (8J*)
- MFS® Utilities (8K*)
- Multimanager Technology (67*)

Guaranteed-Fixed

- Guaranteed Interest Option (A1*)

Total of all investment options chosen for Contribution Allocations must equal 100%

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

7. Special Dollar Cost Averaging (Special DCA)

Only available for direct transfer and rollover contributions. Choose one time period. 100% of the contribution indicated in Section #5-1B(i) will be allocated to Special DCA unless you specify a dollar amount for the time period selected.

- 3-months: 100% Allocation or \$ _____
- 6-months: 100% Allocation or \$ _____
- 12-months: 100% Allocation or \$ _____

Use the Special DCA allocation column below for amounts to be transferred under the Special DCA program. You cannot select more than 10 investment options.

If only allocating a portion of the direct transfer or rollover to Special DCA, you **must** complete the contribution allocations listed in #6.

Note: Your choice of Maximum Transfer Flexibility or Maximum Fund Choice as indicated in #6 will also apply to the investment options listed in this section.

Special DCA Allocation

Structured Investment Option Segment

_____ % S&P 500 1year -10% Buffer (V1*)

Although not required, you have the ability to choose a Performance Cap Threshold. To choose your Performance Cap Threshold, please check the box below and complete the Performance Cap Threshold and Maturity Instructions Election Form (#146946). The completed form must be submitted along with this application to our Processing Office.

I want to choose a Performance Cap Threshold.

Note: if you elect the Structured Investment Option as part of your allocation percentages in #6 and elected a threshold, the same threshold that you elected will also apply to the Structured Investment Option if chosen as part of your Special DCA allocations.

Asset Allocation

AXA Allocation

- _____ % AXA Aggressive Allocation (18*)
- _____ % AXA Moderate Allocation (T4*)
- _____ % AXA Moderate-Plus Allocation (17*)

Target Allocation

- _____ % Target 2015 Allocation (6G*)
- _____ % Target 2025 Allocation (6H*)
- _____ % Target 2035 Allocation (6I*)
- _____ % Target 2045 Allocation (6J*)

Other Asset Allocation

- _____ % All Asset Allocation (7H*)
- _____ % EQ/Franklin Templeton Allocation (6P*)

Large Cap Stocks

- _____ % AXA Tactical Manager 500-I (7M*)
- _____ % EQ/BlackRock Basic Value Equity (81*)
- _____ % EQ/Boston Advisors Equity Income (33*)
- _____ % EQ/Calvert Socially Responsible (92*)
- _____ % EQ/Common Stock Index (T1*)
- _____ % EQ/Davis New York Venture (6Q*)
- _____ % EQ/Equity 500 Index (TE*)
- _____ % EQ/Equity Growth PLUS (94*)
- _____ % EQ/JPMorgan Value Opportunities (72*)
- _____ % EQ/Large Cap Core PLUS (85*)
- _____ % EQ/Large Cap Growth Index (82*)
- _____ % EQ/Large Cap Growth PLUS (77*)
- _____ % EQ/Large Cap Value Index (49*)
- _____ % EQ/Lord Abbett Growth and Income (02*)
- _____ % EQ/Lord Abbett Large Cap Core (05*)
- _____ % EQ/Mutual Large Cap Equity (6F*)
- _____ % EQ/T. Rowe Price Growth Stock (32*)
- _____ % Fidelity® VIP Contrafund® (7R*)

- _____ % Fidelity® VIP Equity Income (7S*)
- _____ % MFS® Investors Growth Stock (8I*)
- _____ % MFS® Investors Trust (7P*)
- _____ % Multimanager Aggressive Equity (T2*)
- _____ % Multimanager Large Cap Value (58*)
- _____ % Oppenheimer Main Street Fund®/VA (7Q*)

Mid Cap Stocks

- _____ % American Century VP Mid Cap Value (7V*)
- _____ % AXA Tactical Manager 400-I (7L*)
- _____ % EQ/Mid Cap Index (55*)
- _____ % EQ/Mid Cap Value PLUS (79*)
- _____ % EQ/Morgan Stanley Mid Cap Growth (08*)
- _____ % Fidelity® VIP Mid Cap (7U*)
- _____ % Goldman Sachs VIT Mid Cap Value (7W*)
- _____ % Invesco V.I. Mid Cap Core Equity (7T*)

Small Cap Stocks

- _____ % AXA Tactical Manager 2000-I (7K*)
- _____ % EQ/AllianceBernstein Small Cap Growth (TP*)
- _____ % EQ/AXA Franklin Small Cap Value Core (6E*)
- _____ % EQ/GAMCO Small Company Value (37*)
- _____ % EQ/Small Company Index (97*)
- _____ % Invesco V.I. Small Cap Equity (7X*)
- _____ % Ivy Funds VIP Small Cap Growth (7Y*)

International Stocks/Global

- _____ % AXA Tactical Manager International-I (7N*)
- _____ % EQ/BlackRock International Value (73*)
- _____ % EQ/Global Multi-Sector Equity (78*)
- _____ % EQ/International Core PLUS (88*)
- _____ % EQ/International Growth (26*)
- _____ % EQ/Oppenheimer Global (6A*)
- _____ % EQ/Templeton Global Equity (6D*)
- _____ % Invesco V.I. International Growth (7Z*)
- _____ % Lazard Retirement Emerging Markets Equity (8H*)
- _____ % MFS® International Value (8A*)

AXA Allocation (Not available under Max Flex option)

- _____ % AXA Conservative Allocation (15*)
- _____ % AXA Conservative-Plus Allocation (16*)

Bonds (Not available under Max Flex option)

- _____ % EQ/Core Bond Index (96*)
- _____ % EQ/Global Bond PLUS (47*)
- _____ % EQ/PIMCO Ultra Short Bond (28*)
- _____ % EQ/Quality Bond PLUS (TQ*)
- _____ % Ivy Funds VIP High Income (8G*)
- _____ % Multimanager Core Bond (69*)
- _____ % Multimanager Multi-Sector Bond (TH*)
- _____ % Templeton Global Bond Securities (8F*)

Cash Equivalents (Not available under Max Flex option)

- _____ % EQ/Money Market (T3*)

Sector/Specialty (Not available under Max Flex option)

- _____ % EQ/Franklin Core Balanced (6C*)
- _____ % PIMCO VIT CommodityRealReturn® Strategy (8E*)

Sector/Specialty

- _____ % Invesco V.I. Financial Services (8B*)
- _____ % Invesco V.I. Global Real Estate (8C*)
- _____ % Ivy Funds VIP Energy (8D*)
- _____ % MFS® Technology (8J*)
- _____ % MFS® Utilities (8K*)
- _____ % Multimanager Technology (67*)

_____ % **Total of all investment options chosen for Special DCA Allocations must equal 100%**

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

8. Special instructions

(For beneficiary and any further detailed information)

Attach a separate sheet if additional space is needed.

For Annuitants whose Mailing Address differs from their Primary Residential Address in Section 3.

Annuitant's Mailing Address:

Mailing Address — P.O. Box Accepted

City State Zip Code

9. Other Required Information (Mandatory)

A and B must be completed.

A. Replacement Information: (Must Respond to 1 and 2.)

1. Do you have any other existing life insurance or annuities?

Yes No

2. Will any existing life insurance or annuity be (or has it been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the contract applied for will be issued?

Yes No

If Yes, fully complete the following information (if more than 3 companies are replaced, provide details in Special Instructions section):

1. Year Issued Type of Plan Company Contract Number

Company Address

2. Year Issued Type of Plan Company Contract Number

Company Address

3. Year Issued Type of Plan Company Contract Number

Company Address

B. Contract State:

The Contract state is your state of primary residence (Annuitant's primary residential address from Section 3) unless you sign the application in a different state. If you are signing this application in a state other than your state of primary residence, check one box below:

I have a second residence in the state of sale.

I work or conduct business in the state of sale.

If none of the above apply, the application must be signed in your state of Primary Residence, unless we approve another state.

AXA Equitable Life Insurance Company

EQUI-VEST® (Series 201)
Combination Fixed and Variable Deferred Annuity
Application for 457(b) EDC

Mailing Instructions:

Express Mail: (with money):
JPMorganChase
4 Chase Metrotech Center, 7th Floor
NY Remit One Image Lockbox # 13823
Brooklyn, NY 11245-0001
Regular Mail: (with money):
EQUI-VEST Unit Annuity
Lockbox P.O. Box 13823
Newark, NJ 07188-0463



Express Mail: (without money):
EQUI-VEST New Business
100 Madison St., Suite 1000
Syracuse, NY 13202
Regular Mail: (without money):
EQUI-VEST New Business
P.O. Box 4704,
Syracuse, NY 13221-4704

Application No. _____

1. Employer information

Employer/and (or) School Name/Unit Name

(Select one) _____ or
Existing Plan/Unit Number Location
 New Unit (**Must complete Unit Establishment Kit**)

2. Annuitant information (Check all appropriate boxes)

If your Mailing Address is different from the Primary Residential Address below, please provide your Mailing Address in Section 7. If you have moved within the last 12 months, please indicate your previous address in the Special Instructions section.

Mr. Mrs. Miss Ms. Other _____

Male Female

_____ Social Security Number (**Required**)

First Name Middle Initial Last Name

Home

Work

Birth Date (mm/dd/yy) Age at Nearest Birthday Daytime Phone Number

U.S.A. Primary Residential Address - No P.O. Box Permitted

City State Zip Code

Email Address (optional)

Valid Driver's License No./State Issued ID # State Exp. Date

U.S. Citizen? Yes No (If No, complete below and attach copy of U.S. Visa or Permanent Resident card)

Country Passport #/Resident Card # U.S. Visa Type

3. Beneficiary(ies) information

Primary

1. _____ %
First Name Last Name

Relationship to Annuitant:

Spouse: Male Female

Child: Male Female

Other: _____

T.I.N.: S.S.N. or E.I.N. _____

2. _____ %
First Name Last Name

Relationship to Annuitant:

Spouse: Male Female

Child: Male Female

Other: _____

T.I.N.: S.S.N. or E.I.N. _____

Contingent

1. _____ %
First Name Last Name

Relationship to Annuitant:

Spouse: Male Female

Child: Male Female

Other: _____

T.I.N.: S.S.N. or E.I.N. _____

4. Contribution amount

If a payment will be forwarded at a later date, you must complete #4A and, if applicable, #4B. If a payment will be provided when the application is signed, complete #4C only.

A. Expected first-year contribution: \$ _____

Indicate the amount expected to be contributed in the first year of this contract.

(Exclude direct transfer or rollover amounts)

B. Expected direct transfer or rollover amounts: \$ _____

(i) If you intend to allocate all or a portion of this amount to Special Dollar Cost Averaging, also complete #6

(ii) If this is a rollover, is it from a 401(k) plan or other eligible retirement plan?

Yes No

C. Amount provided with this application:

(i) Total amount for investment options listed in #5. \$ _____

(ii) Provide a breakdown of employee and employer contributions. \$ _____ \$ _____
Employee Employer

5. Selection of investment options and allocation percentages

Must check either Box A or Box B, but not both.

- A. **Maximum Transfer Flexibility.** By checking this box, you may invest in the investment options listed in this section which are not boxed off. Transfers out of the Guaranteed Interest Option will not be limited.
- B. **Maximum Fund Choice.** By checking this box, you may invest in any of the investment options listed in this section. Transfers out of the Guaranteed Interest Option will be limited (see prospectus for details).

Current Allocation (Applies to Boxes A and B): Select the allocation for the contributions indicated in #4A or any amounts that you may invest in these investment options in the future. You can change this allocation for future contributions at any time. The percentages entered below must be in whole numbers and total 100%.

Contribution Allocation

Structured Investment Option Segment

S&P 500 1year -10% Buffer (V1*)
 Although not required, you have the ability to choose a Performance Cap Threshold. To choose your Performance Cap Threshold, please check the box below and complete the Performance Cap Threshold and Maturity Instructions Election Form (#146946). The completed form must be submitted along with this application to our Processing Office.
 I want to choose a Performance Cap Threshold.

Asset Allocation

AXA Allocation

AXA Aggressive Allocation (18*)
 AXA Moderate Allocation (T4*)
 AXA Moderate-Plus Allocation (17*)

Target Allocation

Target 2015 Allocation (6G*)
 Target 2025 Allocation (6H*)
 Target 2035 Allocation (6I*)
 Target 2045 Allocation (6J*)

Other Asset Allocation

All Asset Allocation (7H*)
 EQ/Franklin Templeton Allocation (6P*)

Large Cap Stocks

AXA Tactical Manager 500-I (7M*)
 EQ/BlackRock Basic Value Equity (81*)
 EQ/Boston Advisors Equity Income (33*)
 EQ/Calvert Socially Responsible (92*)
 EQ/Common Stock Index (T1*)
 EQ/Davis New York Venture (6Q*)
 EQ/Equity 500 Index (TE*)
 EQ/Equity Growth PLUS (94*)
 EQ/JPMorgan Value Opportunities (72*)
 EQ/Large Cap Core PLUS (85*)
 EQ/Large Cap Growth Index (82*)
 EQ/Large Cap Growth PLUS (77*)
 EQ/Large Cap Value Index (49*)
 EQ/Lord Abbett Growth and Income (02*)
 EQ/Lord Abbett Large Cap Core (05*)
 EQ/Mutual Large Cap Equity (6F*)
 EQ/T. Rowe Price Growth Stock (32*)
 Fidelity® VIP Contrafund® (7R*)
 Fidelity® VIP Equity Income (7S*)
 MFS® Investors Growth Stock (8I*)
 MFS® Investors Trust (7P*)
 Multimanager Aggressive Equity (T2*)
 Multimanager Large Cap Value (58*)
 Oppenheimer Main Street Fund®/VA (7Q*)

Mid Cap Stocks

American Century VP Mid Cap Value (7V*)
 AXA Tactical Manager 400-I (7L*)
 EQ/Mid Cap Index (55*)
 EQ/Mid Cap Value PLUS (79*)
 EQ/Morgan Stanley Mid Cap Growth (08*)
 Fidelity® VIP Mid Cap (7U*)
 Goldman Sachs VIT Mid Cap Value (7W*)
 Invesco V.I. Mid Cap Core Equity (7T*)

Small Cap Stocks

AXA Tactical Manager 2000-I (7K*)
 EQ/AllianceBernstein Small Cap Growth (TP*)
 EQ/AXA Franklin Small Cap Value Core (6E*)
 EQ/GAMCO Small Company Value (37*)
 EQ/Small Company Index (97*)
 Invesco V.I. Small Cap Equity (7X*)
 Ivy Funds VIP Small Cap Growth (7Y*)

International Stocks/Global

AXA Tactical Manager International-I (7N*)
 EQ/BlackRock International Value (73*)
 EQ/Global Multi-Sector Equity (78*)
 EQ/International Core PLUS (88*)
 EQ/International Growth (26*)
 EQ/Oppenheimer Global (6A*)
 EQ/Templeton Global Equity (6D*)
 Invesco V.I. International Growth (7Z*)
 Lazard Retirement Emerging Markets Equity (8H*)
 MFS® International Value (8A*)

AXA Allocation (Not available under Max Flex option)

AXA Conservative Allocation (15*)
 AXA Conservative-Plus Allocation (16*)

Bonds (Not available under Max Flex option)

EQ/Core Bond Index (96*)
 EQ/Global Bond PLUS (47*)
 EQ/PIMCO Ultra Short Bond (28*)
 EQ/Quality Bond PLUS (TQ*)
 Ivy Funds VIP High Income (8G*)
 Multimanager Core Bond (69*)
 Multimanager Multi-Sector Bond (TH*)
 Templeton Global Bond Securities (8F*)

Cash Equivalents (Not available under Max Flex option)

EQ/Money Market (T3*)

Sector/Specialty (Not available under Max Flex option)

EQ/Franklin Core Balanced (6C*)
 PIMCO VIT CommodityRealReturn® Strategy (8E*)

Sector/Specialty

Invesco V.I. Financial Services (8B*)
 Invesco V.I. Global Real Estate (8C*)
 Ivy Funds VIP Energy (8D*)
 MFS® Technology (8J*)
 MFS® Utilities (8K*)
 Multimanager Technology (67*)

Guaranteed-Fixed

Guaranteed Interest Option (A1*)

Total of all investment options chosen for Contribution Allocations must equal 100%

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

6. Special Dollar Cost Averaging (Special DCA)

Only available for direct transfer and rollover contributions. Choose one time period. 100% of the contribution indicated in Section #4B(i) will be allocated to Special DCA unless you specify a dollar amount for the time period selected.

- 3-months: 100% Allocation or \$ _____
- 6-months: 100% Allocation or \$ _____
- 12-months: 100% Allocation or \$ _____

Use the Special DCA allocation column below for amounts to be transferred under the Special DCA program. You cannot select more than 10 investment options.

If only allocating a portion of the direct transfer or rollover to Special DCA, you must complete the contribution allocations listed in #5.

Note: Your choice of Maximum Transfer Flexibility or Maximum Fund Choice as indicated in #5 will also apply to the investment options listed in this section.

Special DCA Allocation

Structured Investment Option Segment

_____ % S&P 500 1year -10% Buffer (V1*)

Although not required, you have the ability to choose a Performance Cap Threshold. To choose your Performance Cap Threshold, please check the box below and complete the Performance Cap Threshold and Maturity Instructions Election Form (#146946). The completed form must be submitted along with this application to our Processing Office.

I want to choose a Performance Cap Threshold.

Note: if you elect the Structured Investment Option as part of your allocation percentages in #5 and elected a threshold, the same threshold that you elected will also apply to the Structured Investment Option if chosen as part of your Special DCA allocations.

Asset Allocation

AXA Allocation

- _____ % AXA Aggressive Allocation (18*)
- _____ % AXA Moderate Allocation (T4*)
- _____ % AXA Moderate-Plus Allocation (17*)

Target Allocation

- _____ % Target 2015 Allocation (6G*)
- _____ % Target 2025 Allocation (6H*)
- _____ % Target 2035 Allocation (6I*)
- _____ % Target 2045 Allocation (6J*)

Other Asset Allocation

- _____ % All Asset Allocation (7H*)
- _____ % EQ/Franklin Templeton Allocation (6P*)

Large Cap Stocks

- _____ % AXA Tactical Manager 500-I (7M*)
- _____ % EQ/BlackRock Basic Value Equity (81*)
- _____ % EQ/Boston Advisors Equity Income (33*)
- _____ % EQ/Calvert Socially Responsible (92*)
- _____ % EQ/Common Stock Index (T1*)
- _____ % EQ/Davis New York Venture (6Q*)
- _____ % EQ/Equity 500 Index (TE*)
- _____ % EQ/Equity Growth PLUS (94*)
- _____ % EQ/JPMorgan Value Opportunities (72*)
- _____ % EQ/Large Cap Core PLUS (85*)
- _____ % EQ/Large Cap Growth Index (82*)
- _____ % EQ/Large Cap Growth PLUS (77*)
- _____ % EQ/Large Cap Value Index (49*)
- _____ % EQ/Lord Abbett Growth and Income (02*)
- _____ % EQ/Lord Abbett Large Cap Core (05*)
- _____ % EQ/Mutual Large Cap Equity (6F*)
- _____ % EQ/T. Rowe Price Growth Stock (32*)
- _____ % Fidelity® VIP Contrafund® (7R*)

- _____ % Fidelity® VIP Equity Income (7S*)
- _____ % MFS® Investors Growth Stock (8I*)
- _____ % MFS® Investors Trust (7P*)
- _____ % Multimanager Aggressive Equity (T2*)
- _____ % Multimanager Large Cap Value (58*)
- _____ % Oppenheimer Main Street Fund®/VA (7Q*)

Mid Cap Stocks

- _____ % American Century VP Mid Cap Value (7V*)
- _____ % AXA Tactical Manager 400-I (7L*)
- _____ % EQ/Mid Cap Index (55*)
- _____ % EQ/Mid Cap Value PLUS (79*)
- _____ % EQ/Morgan Stanley Mid Cap Growth (08*)
- _____ % Fidelity® VIP Mid Cap (7U*)
- _____ % Goldman Sachs VIT Mid Cap Value (7W*)
- _____ % Invesco V.I. Mid Cap Core Equity (7T*)

Small Cap Stocks

- _____ % AXA Tactical Manager 2000-I (7K*)
- _____ % EQ/AllianceBernstein Small Cap Growth (TP*)
- _____ % EQ/AXA Franklin Small Cap Value Core (6E*)
- _____ % EQ/GAMCO Small Company Value (37*)
- _____ % EQ/Small Company Index (97*)
- _____ % Invesco V.I. Small Cap Equity (7X*)
- _____ % Ivy Funds VIP Small Cap Growth (7Y*)

International Stocks/Global

- _____ % AXA Tactical Manager International-I (7N*)
- _____ % EQ/BlackRock International Value (73*)
- _____ % EQ/Global Multi-Sector Equity (78*)
- _____ % EQ/International Core PLUS (88*)
- _____ % EQ/International Growth (26*)
- _____ % EQ/Oppenheimer Global (6A*)
- _____ % EQ/Templeton Global Equity (6D*)
- _____ % Invesco V.I. International Growth (7Z*)
- _____ % Lazard Retirement Emerging Markets Equity (8H*)
- _____ % MFS® International Value (8A*)

AXA Allocation (Not available under Max Flex option)

- _____ % AXA Conservative Allocation (15*)
- _____ % AXA Conservative-Plus Allocation (16*)

Bonds (Not available under Max Flex option)

- _____ % EQ/Core Bond Index (96*)
- _____ % EQ/Global Bond PLUS (47*)
- _____ % EQ/PIMCO Ultra Short Bond (28*)
- _____ % EQ/Quality Bond PLUS (TQ*)
- _____ % Ivy Funds VIP High Income (8G*)
- _____ % Multimanager Core Bond (69*)
- _____ % Multimanager Multi-Sector Bond (TH*)
- _____ % Templeton Global Bond Securities (8F*)

Cash Equivalents (Not available under Max Flex option)

- _____ % EQ/Money Market (T3*)

Sector/Specialty (Not available under Max Flex option)

- _____ % EQ/Franklin Core Balanced (6C*)
- _____ % PIMCO VIT CommodityRealReturn® Strategy (8E*)

Sector/Specialty

- _____ % Invesco V.I. Financial Services (8B*)
- _____ % Invesco V.I. Global Real Estate (8C*)
- _____ % Ivy Funds VIP Energy (8D*)
- _____ % MFS® Technology (8J*)
- _____ % MFS® Utilities (8K*)
- _____ % Multimanager Technology (67*)

_____ % **Total of all investment options chosen for Special DCA Allocations must equal 100%**

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

7. Special instructions

(For beneficiary and any further detailed information)

Attach a separate sheet if additional space is needed.

For Annuitants whose Mailing Address differs from their Primary Residential Address in Section 2.

Annuitant's Mailing Address:

Mailing Address — P.O. Box Accepted

City State Zip Code

8. Other Required Information (Mandatory)

A and B must be completed.

A. Replacement Information: (Must Respond to 1 and 2.)

1. Do you have any other existing life insurance or annuities?

Yes No

2. Will any existing life insurance or annuity be (or has it been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the contract applied for will be issued?

Yes No

If Yes, fully complete the following information (if more than 3 companies are replaced, provide details in Special Instructions section):

1. Year Issued Type of Plan Company Contract Number

Company Address

2. Year Issued Type of Plan Company Contract Number

Company Address

3. Year Issued Type of Plan Company Contract Number

Company Address

B. Contract State:

The Contract state is your state of primary residence (Annuitant's primary residential address from Section 2) unless you sign the application in a different state. If you are signing this application in a state other than your state of primary residence, check one box below:

I have a second residence in the state of sale.

I work or conduct business in the state of sale.

If none of the above apply, the application must be signed in your state of Primary Residence, unless we approve another state.

EQUI-VEST® REPRESENTATIVE REPORT

Please print in black ink.

All questions must be answered.

- A. I certify that a Prospectus and Supplement(s) for the Contract has been given to the Proposed Annuitant, and that no written sales materials other than those approved by AXA Equitable have been used. **(The Representative who secures this application must sign in the space provided below.)**
 Yes No
- B. Do you have reason to believe that any existing life insurance or annuity has been or will be surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction, assuming the certificate/contract applied for will be issued on the life of the annuitant?
 Yes No (If Yes, attach copy of the Replacement Acknowledgement Form.)
- C. Did you (i) verify the identity by reviewing the driver's license/passport of the Proposed Annuitant (ii) inquire about the source of the customer's assets and income and (iii) confirm that the Annuitant is not (nor is a family member of or associated with) a foreign military, government or political official?
 Yes **(If you are unable to answer Yes to all three questions, contact your Branch Controls Manager.)**
- D. Do you authorize the contract to be mailed directly to the Proposed Annuitant instead of being mailed to the Branch Office?
 Yes No
- E. Is the Annuitant currently an Active Duty* Member of the Armed Forces?
 Yes No (If Yes, you must also submit a completed and signed LIFE INSURANCE/ANNUITY DISCLOSURE TO ACTIVE DUTY MEMBERS OF THE ARMED FORCES).
 * "Active Duty" means full-time duty in the active military service of the United States and includes members of the reserve component (National Guard and Reserve) while serving under published orders for active duty or full-time training. The term does not include members of the reserve component who are performing active duty or active duty for training under military calls or orders specifying periods of less than 31 calendar days.
- F. Compensation will be paid as indicated in the Annual Schedule of Commission and Service Fees Field Bulletin.

Name and Signature of the Financial Representative who answered the above questions and verified the above documents.

Print Name

Signature

Date

EQUI-VEST issues must reflect the commission percentages of all applicable Representatives.

Print Representative(s) Name(s) (Service Representative First)	Last Name Initial	Representative Number	Representative %	Agency Code	Representative Insurance License#*

**Where required by state regulations*

AXA EQUITABLE LIFE INSURANCE COMPANY
New York, New York 10104

SERFF Tracking Number: ELAS-127016175 State: Arkansas
Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 47861
Company Tracking Number: 2010SIO201-I
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable
Product Name: Equi-vest Structured Investment Option
Project Name/Number: Equi-vest (SIO) Endorsement/Applications For Series 201 TSA and EDC/2010SIO201-I

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Variable Text Memorandums		
Comments:		
Attachments:		
VTM-SERIES 201 SIO ENDORSEMENT (Individual-GENERIC TSA-EDC).pdf		
VTM-TSA SERIES 201 SIO APPLICATION (GENERIC).pdf		
VTM-EDC SERIES 201 SIO APPLICATION (GENERIC).pdf		

	Item Status:	Status Date:
Satisfied - Item: Filing Letter		
Comments:		
Attachment:		
AR Equi-vest SIO Filing Letter.pdf		

AXA EQUITABLE LIFE INSURANCE COMPANY

Memorandum of Variable Material

For Endorsement 2010SIO201-I

For use with Contracts 2006BASE-I-A and 2006BASE-I-B

The following comments describe the nature and scope of the illustrative and variable material contained in the endorsement form. They are numbered in the order as to where they appear in the form and as indicated with respect to the bracketed areas that may change.

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

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

1. Page 1 - This text will appear when the Endorsement is issued to the Owner of in-force Contracts.
2. Page 1 - This text will only appear in the Endorsement when the “Ten Days to Examine Contract” provision provides for a return of Contribution plus or minus any investment gain or loss.
3. Pages 2, 3 and 6 - We may want to make one or more of the following additional Indices available: Russell 2000 Price Return Index; MSCI EAFE Price Return Index (EAFE Index); Gold Market Fixing Ltd. PM Fix Price/USD (Gold Index); NYMEX West Texas Intermediate Crude Oil Generic Front-Month Futures (Oil Index).
4. Pages 2, 3, 4, and 6 - This text will appear until such time that all the Indices listed in attachment A are available under the Contract.
5. Page 2 – Currently, the Participation Rate is 100%. This amount may range from 10% to 200%.
6. Pages 3 and 6 - The Segment Buffer may range from -5% to-50%.

7. Page 4 - The Segment Maturity and Segment Start Dates for subsequent years are as follows:

2013		2014		2015		2016	
SMD	SSD	SMD	SSD	SMD	SSD	SMD	SSD
M. 14	Tu. 15	Tu. 14	W. 15	W. 14	Th. 15	Th. 14	Fr. 15
Th. 14	Fr. 15	Fr. 14	T. 18	Tu. 17	W. 18	Tu. 16	W. 17
Th. 14	Fr. 15	Fr. 14	M. 17	M. 16	Tu. 17	M. 14	Tu. 15
M. 15	Tu. 16	M. 14	Tu. 15	Tu. 14	W. 15	Th. 14	Fr. 15
Tu. 14	W. 15	W. 14	Th. 15	Th. 14	Fr. 15	M. 16	Tu. 17
Fr. 14	M. 17	M. 16	Tu. 17	M. 15	Tu. 16	Tu. 14	W. 15
M. 15	Tu. 16	M. 14	Tu. 15	Tu. 14	W. 15	Th. 14	Fr. 15
W. 14	Th. 15	Th. 14	Fr. 15	Fr. 14	M. 17	M. 15	Tu. 16
M. 16	Tu. 17	M. 15	Tu. 16	M. 14	Tu. 15	W. 14	Th. 15
M. 14	Tu. 15	Tu. 14	W. 15	W. 14	Th. 15	Fr. 14	M. 17
Th. 14	Fr. 15	Fr. 14	M. 17	M. 16	Tu. 17	M. 14	Tu. 15
M. 16	Tu. 17	M. 15	Tu. 16	M. 14	Tu. 15	W. 14	Th. 15

8. Pages 4 and 6- Segment durations may range from 1 to 10 years.
9. Pages 6, 7, 8, 10 and 12 – The default Investment Option may change from the EQ/Money Market Variable Investment Option to a similar Investment Option.
10. Page 9 - The Separate Account that has been established for the reserves and liabilities of the Structured Investment Option is AXA Equitable’s Separate Account No. 69. If this Separate Account is renamed, or other Separate Accounts are added in the future, it will be listed here. 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
11. Page 9 - The minimum amount that can be transferred into a Segment from the Segment Type Holding Account may range from \$100 to \$5000.
12. Page 10 - The number of segments and Segment Type Holding Accounts that may be active under a Contract at any given time is from 10 to 100.
13. Page 11 - Transfer Rules: Current market timing and other transfer rules are shown. 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 text to address disruptive activity.
14. Page 12 – The minimum lump sum withdrawal amount may range between \$100-\$1,000.

AXA EQUITABLE LIFE INSURANCE COMPANY
Memorandum of Variable Material
January 25, 2011

180-4001 (01-11)-EQUI-VEST Deferred Variable Annuity Application

The following comments describe the nature and scope of the variable material contained in the form.

1. The marketing name for the product may be revised in the future to reflect product variations.
2. The address, web address, telephone numbers, the catalog number, any referenced forms' catalog number, and page footers of the form should be considered administrative in nature and are subject to change.
3. In Section 1, the type of EQUI-VEST contract type references the markets (e.g. "TSA Public School", "TSA 501(c)(3)" and "TSA UNIVERSITY") may be added or removed to reflect the markets that are offered for new business.
4. In Section 3, the information requested may be changed or added as a result of requirements of the U.S. Patriot Act.
5. In Section 6, the Segment Type(s) available under the Structured Investment Option from AXA Equitable will be listed here. Any time a Segment Type is listed here it has been approved by the New York State Insurance Department. If AXA Equitable at any time, adds, removes, or limits the Segment Type(s) available under the Structured Investment Option pursuant to the terms of the Contract, the list of Segment Type(s) will be changed accordingly. The Segment Duration may range from 1 to 10 Years and the Segment Buffer may range from -5% to -30%.
6. In Section 6, the Separate Account Investment Options available from AXA Equitable will be listed here. Any Separate Account Investment Option available at any time will be one that has been approved by the New York State Insurance Department. If AXA Equitable at any time, adds, removes, or limits Investment Options or changes the Separate Account pursuant to the terms of the Contract, the list of Investment Options will be changed accordingly.
7. In Section 7, the Special Dollar Cost Averaging time periods may change or additional periods may be added. The periods may range from one to twenty-four months.
8. In Section 7, the Segment Type(s) available from AXA Equitable under the Structured Investment Option for use with Special Dollar Cost Averaging will be listed here. Any time a Segment Type is available it will be one that has been approved by the New York State Insurance Department. If AXA Equitable at any time, adds, removes, or limits the

Segment Type(s) available under the Structured Investment Option pursuant to the terms of the Contract, the list of Segment Type(s) will be changed accordingly. The Segment Duration may range from 1 to 10 Years and the Segment Buffer may range from -5% to -50%.

9. In Section 7, the Separate Account Investment Options available from AXA Equitable for use with Special Dollar Cost Averaging will be listed here. Any Separate Account Investment Option available at any time will be one that has been approved by the New York State Insurance Department. If AXA Equitable at any time, adds, removes, or limits Investment Options or changes the Separate Account pursuant to the terms of the Contract, the list of Investment Options will be changed accordingly
10. In Section 11, the customer service telephone number is subject to change.
11. In Section 11, the electronic delivery service may not be made available if the cost for the service exceeds the limitations set forth by the Company.
12. We may need to add or revise questions or make changes to the Representative Report.

AXA EQUITABLE LIFE INSURANCE COMPANY
Memorandum of Variable Material
January 25, 2011

180-4002 (01-11)-EQUI-VEST Deferred Variable Annuity Application

The following comments describe the nature and scope of the variable material contained in the form.

1. The marketing name for the product may be revised in the future to reflect product variations.
2. The address, web address, telephone numbers, the catalog number, any referenced forms' catalog number, and page footers of the form should be considered administrative in nature and are subject to change.
3. In Section 2, the information requested may be changed or added as a result of requirements of the U.S. Patriot Act.
4. In Section 5, the Segment Type(s) available under the Structured Investment Option from AXA Equitable will be listed here. Any time a Segment Type is listed here it has been approved by the New York State Insurance Department. If AXA Equitable at any time, adds, removes, or limits the Segment Type(s) available under the Structured Investment Option pursuant to the terms of the Contract, the list of Segment Type(s) will be changed accordingly. The Segment Duration may range from 1 to 10 Years and the Segment Buffer may range from -5% to -50%.
5. In Section 5, the Separate Account Investment Options available from AXA Equitable will be listed here. Any Separate Account Investment Option available at any time will be one that has been approved by the New York State Insurance Department. If AXA Equitable at any time, adds, removes, or limits Investment Options or changes the Separate Account pursuant to the terms of the Contract, the list of Investment Options will be changed accordingly.
6. In Section 6 the Special Dollar Cost Averaging time periods may change or additional periods may be added. The periods may range from one to twenty-four months.
7. In Section 6, the Segment Type(s) available from AXA Equitable under the Structured Investment Option for use with Special Dollar Cost Averaging will be listed here. Any time a Segment Type is available it will be one that has been approved by the New York State Insurance Department. If AXA Equitable at any time, adds, removes, or limits the Segment Type(s) available under the Structured Investment Option pursuant to the terms of the Contract, the list of Segment Type(s) will be changed accordingly. The Segment Duration may range from 1 to 10 Years and the Segment Buffer may range from -5% to -50%.

8. In Section 6, the Separate Account Investment Options available from AXA Equitable for use with Special Dollar Cost Averaging will be listed here. Any Separate Account Investment Option available at any time will be one that has been approved by the New York State Insurance Department. If AXA Equitable at any time, adds, removes, or limits Investment Options or changes the Separate Account pursuant to the terms of the Contract, the list of Investment Options will be changed accordingly
9. In Section 10, the customer service telephone number is subject to change.
10. In Section 10, the electronic delivery service may not be made available if the cost for the service exceeds the limitations set forth by the Company.
11. We may need to add or revise questions or make changes to the Representative Report.



Paul Bernitt
Policy Form Manager
Annuity Product Management & Filing

February 2, 2011

Ms. Julie Benafield Bowman
Insurance Commissioner
Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201-1904

RE: AXA Equitable Life Insurance Company

NAIC 968-62944

No.:

FEIN 13-5570651

Individual Annuity Endorsement - 2010SIO201-I

Individual Annuity Application Nos. – 180-4001 (01-11) and 180-4002 (01-11)

Dear Ms. Bowman:

Filing Overview

We are filing for your approval the enclosed flexible premium index-linked deferred annuity forms. The new forms (described below) include an Endorsement and two Applications.

Endorsement 2010SIO201-I is a new form and will not replace any existing form. It will be issued under the base Contract 2006BASE-I-A that was previously approved by the Department on 03/27/2006 under State Tracking No. 32068 for use in the Tax Sheltered Annuity (TSA) market and for use in the Employee Deferred Compensation (EDC) market. The Structured Investment Option (SIO) is a new and innovative Investment Option for these annuity products.

Endorsement 2010SIO201-I adds an index-linked Investment Option called the Structured Investment Option (SIO) to the above referenced previously approved EQUI-VEST TSA and EDC Series 201 Contract.

Please note that the Department recently approved a contract called Structured Capital Strategies that featured the same index-linked Investment Option as the enclosed SIO endorsement. That contract was approved on 07/14/2010 under State Tracking No. 45475.

SIO Overview

The SIO endorsement is designed to provide a client with growth potential, protection and control in a tax-deferred vehicle. The S&P 500 Price Return Index Investment Option is designed to provide potential asset growth with downside protection. In the future, we may offer one or more additional indices listed in Exhibit II.

With the SIO, an investor may seek growth of his or her investment through the upside performance potential of an equity-based index. Investors are protected from the downside risk and volatility by the application of a buffer that absorbs a specified percentage of negative performance. It is important to note that investment in the SIO is not an investment in an index fund; clients do not invest directly in any underlying mutual fund.

Amounts allocated to the SIO are invested in one or more Segments. Segments start on a specified date each month. Each Segment Type is a unique combination of duration, index and downside buffer (currently the S&P 500 Price Return Index has a one year duration and a –10% downside buffer). We also set a performance rate cap on the start date of each Segment. The Index Performance Rate between the Segment Start Date and the Segment Maturity Date, adjusted by any Segment Buffer or Performance Cap Rate, determines the Segment Maturity Value. Enclosed for your review are: 1) Exhibit I which is a glossary of terms related to the SIO and 2) Exhibit II lists the Segment Types, Segment Durations and Segment Buffers that we may offer in the future. The Segment Type that will be available at introduction is the S&P 500 Price Return Index.

Index-Linked Crediting at Segment Maturity

There is a contractual guarantee that at Segment Maturity, the index-crediting amount added to or subtracted from the gross amount allocated to that segment (adjusted for withdrawals and other charges) will be equal to:

- (1) the percentage change in the index over the Segment’s term, subject to the current growth cap and the Segment Buffer

multiplied by

- (2) the initial investment in the Segment, adjusted for any withdrawals

The table below summarizes the calculation of the rate of return at maturity:

If the Index:	The Index-Linked Rate of Return will be:
Goes up by more than the Performance Cap Rate	Equal to the Performance Cap Rate
Goes up less than or equal to the Performance Cap Rate	Equal to the Index Performance Rate
Stays flat or goes down 10%	Equal to 0%
Goes down by more than 10%	Negative but will not reflect the first 10% of downside performance.

Segment Interim Value

Each Segment has an Interim Value that applies prior to Segment Maturity in the event of surrender or the payment of a death benefit. We determine the Interim Value based on (1) the present value of a fixed instrument that matures on the Segment Maturity Date with a maturity value equal to the Segment

Investment discounted from the Segment Maturity Date, using the interest rate associated with that instrument and time to maturity, and (2) the estimate of the potential return (positive or negative) based on the index performance through the Segment Maturity Date. Our methodology for these calculations is included in the Actuarial Basis Memorandum submitted with the filing.

Separate Account

The SIO is supported by a separate account in which we maintain assets equal to the reserves and other liabilities under this Investment Option.

Nonforfeiture Values

Nonforfeiture values for the SIO are tested in the attached Actuarial Basis Memorandum under the standard applicable to variable annuities. This standard is applicable to the SIO because its value varies in relation to equity (or commodity) prices and the index-based account values are supported by a separate account.

We are also enclosing for your approval two applications. Application 180-4001 (01-11) which will be used in the TSA market and Application 180-4002 (01-11) which will be used in the EDC market.

In addition, we have enclosed the Actuarial Basis Memorandum and the Memorandums of Variable Material.

We plan to implement use of the subject SIO endorsement and applications on March 28, 2011. We would therefore appreciate your approval as soon as possible so that we may take the steps required to implement these policy forms on our systems.

Please feel free to contact me at the number referenced below if you have any questions pertaining to this submission. Any questions pertaining to the actuarial information in this filing should be referred to Jeffrey Rait at (212) 314-2944. For any other questions or if you need additional information, you may contact me at (212) 314-3761 or Greg Prato at (212) 314-5710.

Sincerely,



Paul Bernitt
Policy Form Manager

EXHIBIT I

Glossary of Important Terms for Structured Investment Option

Index Performance Rate: Index Performance Rate means, for any Segment, the percentage change in the value of the related Index from the Segment Start Date to the Segment Maturity Date. This calculation, called the point-to-point method, compares the change in the Index between two discrete points in time, namely the Segment Start Date and the Segment Maturity Date. The Index Performance Rate may be positive or negative.

Performance Cap Rate: Performance Cap Rate means the highest Segment Rate of Return that can be credited on a Segment Maturity Date. We set the Performance Cap Rate for each new Segment on the Segment Start Date. We reserve the right to set the Performance Cap Rate at any time prior to the Segment Start Date. The Performance Cap Rate may vary for each Segment. We may set Performance Cap Rates for new Contracts that are different than the Performance Cap Rates we set during that period for the same Segment under existing Contracts. It is not an annual rate of return.

Performance Cap Threshold: Performance Cap Threshold means the minimum Performance Cap Rate you specified as a Segment Participation Requirement that must be met in order for amounts to be transferred from the Segment Type Holding Account or from a maturing Segment into a new Segment.

Segment Buffer: Segment Buffer means the maximum percentage decline in the performance of the Index during a Segment Duration that will be absorbed under the Contract with no resulting reduction in the Segment Maturity Value for a Segment held until its Segment Maturity Date. Any percentage decline in the Segment's Index Performance Rate multiplied by the Participation Rate that is in excess of the Segment Buffer reduces your Segment Maturity Value. We currently offer a Segment Buffer(s) of -10%.

Segment Maturity Date: Segment Maturity Date means the Segment Business Day a Segment ends. A Segment Maturity Date must occur on a Segment Business Day which is generally the 14th of the same month as the Segment Start Date in the calendar year in which the Segment Duration ends. The Segment Maturity Date will be the next Segment Business Day if the 14th is not a Segment Business Day. The Segment Maturity Date for the Segment maturing in a given month and the Segment Start Date for a new Segment starting in the same month will always occur on the first two consecutive Segment Business Days, occurring after the 13th calendar day of a month.

Segment Rate of Return: "Segment Rate of Return" means a rate equal to the Index Performance Rate multiplied by the Participation Rate.

Segment Type Holding Account: Segment Type Holding Account means an account that holds all contributions and transfers allocated to a Segment pending investment in a Segment. There is a Segment Type Holding Account for each Segment Type. A Segment Type Holding Account is a Variable Investment Option and is part of the EQ/Money Market Variable Investment Option.

Structured Investment Option: An option that permits you to invest in a segment, tied to An Index, with a Segment Maturity term of 1 year.

Exhibit II – Segment Types that may be available in the future

	<u>SEGMENT TYPE</u>	<u>Segment Duration (Year(s))</u>	<u>Segment Buffer</u>
Index			
[S&P 500 Price Return Index		3 Year	-10%
S&P 500 Price Return Index		3 Year	-20%
S&P 500 Price Return Index		5 Year	-10%
S&P 500 Price Return Index		5 Year	-20%
S&P 500 Price Return Index		5 Year	-30%
Index			
Russell 2000 Price Return Index		1 Year	-10%
Russell 2000 Price Return Index		3 Year	-10%
Russell 2000 Price Return Index		3 Year	-20%
Russell 2000 Price Return Index		5 Year	-10%
Russell 2000 Price Return Index		5 Year	-20%
Russell 2000 Price Return Index		5 Year	-30%
Index			
MSCI EAFE Price Return Index (EAFE Index)		1 Year	-10%
London Gold Market Fixing Ltd. PM Fix Price/USD (Gold Index). (Not available for non governmental EDC)		1 Year	-10%
NYMEX West Texas Intermediate Crude Oil Generic Front-Month Futures (Oil Index). (Not available for non governmental EDC).		1 Year	-10%