

SERFF Tracking Number: ELAS-127356224 State: Arkansas  
Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 49608  
Company Tracking Number:  
TOI: H02I Individual Health - Accident Only Sub-TOI: H02I.000 Health - Accident Only  
Product Name: Accidental Death Benefit Policy -152-10  
Project Name/Number: Accidental Death Benefit Policy -152-10/152-10

## Filing at a Glance

Company: AXA Equitable Life Insurance Company

Product Name: Accidental Death Benefit Policy SERFF Tr Num: ELAS-127356224 State: Arkansas  
-152-10

TOI: H02I Individual Health - Accident Only SERFF Status: Closed-Approved- State Tr Num: 49608  
Closed

Sub-TOI: H02I.000 Health - Accident Only Co Tr Num: State Status: Approved-Closed  
Filing Type: Form Reviewer(s): Rosalind Minor

Authors: Audrey Arnold, Samra Disposition Date: 08/23/2011

Mekbeb, Sabrena Lallmohamed,  
Jillian Rios

Date Submitted: 08/22/2011 Disposition Status: Approved-  
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: Accidental Death Benefit Policy -152-10

Project Number: 152-10

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Deemer Date:

Submitted By: Jillian Rios

Filing Description:

August 22, 2011

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Individual Market Type:

Filing Status Changed: 08/23/2011

State Status Changed: 08/23/2011

Created By: Sabrena Lallmohamed

Corresponding Filing Tracking Number:

Jay Bradford, Insurance Commissioner

Arkansas Department of Insurance

1200 West Third Street

Little Rock, AR 72201-1904

SERFF Tracking Number: ELAS-127356224 State: Arkansas  
Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 49608  
Company Tracking Number:  
TOI: H02I Individual Health - Accident Only Sub-TOI: H02I.000 Health - Accident Only  
Product Name: Accidental Death Benefit Policy -152-10  
Project Name/Number: Accidental Death Benefit Policy -152-10/152-10

Re: AXA Equitable Life Insurance Company

AXA Equitable's FEIN: 13-5570651

AXA Equitable's NAIC #: 0968-62944

Accidental Death Benefit Policy 152-10

Authorization Form, form 152-10AF

Outline of Coverage, form OLC-AD

SERFF Tracking Number: ELAS- 127356224

Dear Commissioner:

We are filing for your approval the above referenced individual Accidental Death Benefit Policy, Authorization Form and Outline of Coverage forms. These are new forms and do not replace any existing forms on file with the Department.

The policy provides a benefit for death resulting from accidental injury only. There is no benefit for loss due to sickness. The policy will initially be offered by direct marketing to certain owners of existing in force policies and contracts issued by AXA Equitable or affiliated companies, but subsequently may also be sold directly to clients by our regular agency force and via brokerage channels.

The issue age range for this policy is 18 to 70. The minimum face amount is \$50,000; the maximum is \$500,000. The policy is guaranteed renewable until attained age 80 of the insured person. Issue of the policy is not subject to any medical underwriting. There are no riders available with this policy.

The enclosed Authorization Form (which functions as the application for the policy) has no health questions. Issue of the policy is guaranteed.

The Outline of Coverage will be included with the offering letter.

The Flesch readability scores are as follows: 65.78 for the policy form, 54.07 for the Authorization Form and 57.71 for the Outline of Coverage.

We have enclosed an actuarial memorandum that provides all appropriate information.

Also enclosed is a Statement of Variability.

This is to certify that this submission meets the provisions of Rule and Regulation 19 regarding Unfair Sex Discrimination in the Sale of Insurance. We further certify that we will comply with all applicable requirements of the Department.

SERFF Tracking Number: ELAS-127356224 State: Arkansas  
 Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 49608  
 Company Tracking Number:  
 TOI: H02I Individual Health - Accident Only Sub-TOI: H02I.000 Health - Accident Only  
 Product Name: Accidental Death Benefit Policy -152-10  
 Project Name/Number: Accidental Death Benefit Policy -152-10/152-10

We request that the 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 that we be notified prior to any proposed release of this information.

We are forwarding to you today, via EFT (Electronic Fund Transfer), \$150.00 for the filing fee.

Please call me at (212) 314-2922 if you have any further questions or need additional information regarding this filing.

Sincerely,  
 John Finneran  
 Assistant Vice President

## Company and Contact

### Filing Contact Information

Estella A. Devian, Vice President estella.devian@axa-financial.com  
 1290 Avenue of the Americas, 14th Floor 212-314-2921 [Phone]  
 New York, NY 10104 212-707-7493 [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:  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
AXA Equitable Life Insurance Company	\$150.00	08/22/2011	50832578

SERFF Tracking Number: ELAS-127356224 State: Arkansas  
 Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 49608  
 Company Tracking Number:  
 TOI: H02I Individual Health - Accident Only Sub-TOI: H02I.000 Health - Accident Only  
 Product Name: Accidental Death Benefit Policy -152-10  
 Project Name/Number: Accidental Death Benefit Policy -152-10/152-10

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	08/23/2011	08/23/2011

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted

Pending Industry Response	Rosalind Minor	08/23/2011	08/23/2011			
---------------------------	----------------	------------	------------	--	--	--

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
180 days	Reviewer Note	Rosalind Minor	08/23/2011	

*SERFF Tracking Number:* ELAS-127356224      *State:* Arkansas  
*Filing Company:* AXA Equitable Life Insurance Company      *State Tracking Number:* 49608  
*Company Tracking Number:*  
*TOI:* H02I Individual Health - Accident Only      *Sub-TOI:* H02I.000 Health - Accident Only  
*Product Name:* Accidental Death Benefit Policy -152-10  
*Project Name/Number:* Accidental Death Benefit Policy -152-10/152-10

## **Disposition**

Disposition Date: 08/23/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: ELAS-127356224 State: Arkansas  
 Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 49608  
 Company Tracking Number:  
 TOI: H02I Individual Health - Accident Only Sub-TOI: H02I.000 Health - Accident Only  
 Product Name: Accidental Death Benefit Policy -152-10  
 Project Name/Number: Accidental Death Benefit Policy -152-10/152-10

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	No
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Supporting Document	Statement of Variability	Approved-Closed	Yes
Form	Accidental Death Benefit Policy	Approved-Closed	Yes
Form	Authorization Form	Approved-Closed	Yes
Form	Outline of Coverage	Approved-Closed	Yes

SERFF Tracking Number: ELAS-127356224 State: Arkansas  
Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 49608  
Company Tracking Number:  
TOI: H02I Individual Health - Accident Only Sub-TOI: H02I.000 Health - Accident Only  
Product Name: Accidental Death Benefit Policy -152-10  
Project Name/Number: Accidental Death Benefit Policy -152-10/152-10

## Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 08/23/2011

Submitted Date 08/23/2011

Respond By Date

Dear Estella A. Devian,

This will acknowledge receipt of the captioned filing.

Objection 1

- Accidental Death Benefit Policy, 152-10 (Form)
- Outline of Coverage, OLC-AD (Form)

Comment:

The policy and outline of coverage states that the accident must occur while the policy is in force and the resulting death must occur within 180 days after the accident. The 180 days is not in compliance with Rule and Regulation 18, Section 7 A (12) which outlines a 90 day period.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

*SERFF Tracking Number:* ELAS-127356224      *State:* Arkansas  
*Filing Company:* AXA Equitable Life Insurance Company      *State Tracking Number:* 49608  
*Company Tracking Number:*  
*TOI:* H02I Individual Health - Accident Only      *Sub-TOI:* H02I.000 Health - Accident Only  
*Product Name:* Accidental Death Benefit Policy -152-10  
*Project Name/Number:* Accidental Death Benefit Policy -152-10/152-10

**Reviewer Note**

**Created By:**

Rosalind Minor on 08/23/2011 12:06 PM

**Last Edited By:**

Rosalind Minor

**Submitted On:**

08/23/2011 12:06 PM

**Subject:**

180 days

**Comments:**

The 180 days is more beneficial to polciyholder. No response necessary from company. Submission is OK to be approved.

SERFF Tracking Number: ELAS-127356224 State: Arkansas  
 Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 49608  
 Company Tracking Number:  
 TOI: H02I Individual Health - Accident Only Sub-TOI: H02I.000 Health - Accident Only  
 Product Name: Accidental Death Benefit Policy -152-10  
 Project Name/Number: Accidental Death Benefit Policy -152-10/152-10

## Form Schedule

### Lead Form Number: 152-10

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 08/23/2011	152-10	Policy/Cont ract/Fratern al Certificate	Accidental Death Benefit Policy	Initial		65.780	152-10 (generic).pdf
Approved-Closed 08/23/2011	152-10AF	Application/ Enrollment Form	Authorization Form	Initial		54.070	152-10AF.pdf
Approved-Closed 08/23/2011	OLC-AD	Outline of Coverage	Outline of Coverage	Initial		57.710	OLC-AD.pdf

INSURED PERSON [JOHN DOE]  
POLICY OWNER [JOHN DOE]  
POLICY NUMBER [XX XXX XXX]



**ACCIDENTAL DEATH  
BENEFIT POLICY**

**AXA EQUITABLE LIFE INSURANCE COMPANY, A STOCK COMPANY  
[1290 AVENUE OF THE AMERICAS, NEW YORK, NEW YORK 10104  
(800) 777-6510]**

**Agrees** to pay the Insurance Benefit of this policy to the beneficiary upon receiving proof that:

1. The Insured Person died as the direct result of an Accidental Injury, as defined in this policy;
2. The Accidental Injury occurred while this policy was in force and on or before the Final Coverage Date, and
3. Death occurred within 180 days after the Accidental Injury.

**Right to Examine Policy.** You may examine this policy and if for any reason You are not satisfied with it, You may cancel it by returning this policy with a written request for cancellation to Our Administrative Office by the 30th day after You receive it. If You do this, We will refund the premium that was paid. The policy shall be void from the beginning and the parties shall be in the same position as if no policy had been issued.

**Read your policy carefully.** It is a legal contract between You and AXA Equitable Life Insurance Company.

**GUARANTEED RENEWABLE – PREMIUMS SUBJECT TO CHANGE ON A CLASS BASIS.** You may continue coverage under this policy until Attained Age 80 of the Insured Person. We cannot cancel this policy so long as premiums are paid on time. We may change premiums for this policy but any change will be on a class basis only; see the “Amounts And Premium Changes” provision for more information. This is a non-participating policy.

**THIS IS A LIMITED BENEFIT POLICY. IT PAYS A BENEFIT ONLY FOR DEATH RESULTING FROM ACCIDENTAL INJURY, AS DEFINED IN THIS POLICY. NO BENEFITS ARE PAYABLE FOR A LOSS CAUSED BY SICKNESS. PAYMENT IS SUBJECT TO ALL THE LIMITATIONS AND EXCLUSIONS NOTED IN THE POLICY.**

A handwritten signature in black ink, appearing to read 'Mark Pearson'.

[ Mark Pearson, Chairman of the Board  
and Chief Executive Officer]

A handwritten signature in black ink, appearing to read 'Karen Field Hazin'.

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

**Contents**

Insurance Benefit 2  
Policy Information 3  
Definitions 4  
Policy Owner and Beneficiary 4  
Premiums 4  
Exclusions 5  
Claims 6  
General Provisions 6

A copy of Your Authorization Form for this coverage is attached to this policy.

***In this policy:***

“We”, “Our” and “Us” means AXA Equitable Life Insurance Company.

“You” and “Your” means the Owner of the policy.

**Administrative Office:**

The address of Our Administrative Office is shown on Page 3. You should send correspondence to that office. Premium payments should be sent to the address listed on Your billing notice.

***Insurance Benefit***

We will pay the Insurance Benefit of this policy to the beneficiary when We receive at Our Administrative Office: (1) Proof of Death; (2) proof that such death resulted, directly and independently from all other causes, from Accidental Injury occurring while this policy was in force and within the specified time after the injury; and (3) proof of interest of the claimant.

This Insurance Benefit includes the following amounts, which We will determine as of the date of the Insured Person’s death:

1. The Face Amount of this policy shown on Page 3;
2. *Plus or minus* any adjustments for the last premium as described in the Premiums section.

We will add interest as required by applicable law.

**POLICY INFORMATION**

INSURED PERSON	[JOHN DOE]	EFFECTIVE DATE	[AUGUST 22, 2011]
POLICY OWNER	[JOHN DOE]	FINAL COVERAGE DATE	[AUGUST 21, 2056]
FACE AMOUNT	[\$50,000]	ISSUE AGE	[35]
BENEFICIARY	[MARY DOE]		
POLICY NUMBER	[XX XXX XXX]		

THE FIRST [ANNUAL] PREMIUM OF [\$52.50] IS DUE ON THE EFFECTIVE DATE SHOWN ABOVE. SUBSEQUENT PREMIUMS ARE DUE ON [AUGUST 22, 2012] AND [ANNUALLY] THEREAFTER.

ADMINISTRATIVE OFFICE:

**FOR INFORMATION OR TO MAKE A COMPLAINT, PLEASE CALL OR WRITE:**

AXA EQUITABLE LIFE INSURANCE COMPANY  
[NATIONAL OPERATIONS CENTER  
10840 BALLANTYNE COMMONS PARKWAY  
CHARLOTTE, NC 28277  
(800) 777-6510]

## *Definitions*

**Accidental Injury.** This means bodily injury sustained by the Insured Person as a direct result of an accident, independent of disease or bodily or mental illness or infirmity or any other cause, and which occurs while this policy is in force.

**Attained Age.** Attained age of the Insured Person means age on the birthday nearest to the beginning of the then current policy year.

**Insurance Benefit.** The payment We make to the beneficiary upon death of the Insured Person resulting from an Accidental Injury covered under this policy; see Page 2 for further information.

---

## *Policy Owner and Beneficiary*

**Owner.** The Owner of this policy is the Insured Person unless otherwise stated in the Authorization Form, or later changed. As Owner, You can exercise all the rights in this policy while the Insured Person is living. If there are multiple owners, consent of all owners is required to exercise rights in this policy.

**Beneficiary.** The beneficiary is the person(s) named in the Authorization Form to receive the Insurance Benefit of this policy. One or more beneficiaries can be named. If more than one beneficiary is named, they can be classified as primary or contingent. The Insurance Benefit will be paid to any primary beneficiaries who survive the Insured Person. If no primary beneficiaries survive, payment will be made to any surviving contingent beneficiaries. Beneficiaries who survive in the same class will share the Insurance Benefit equally, unless You have stated otherwise.

If there is no beneficiary living at the death of the insured person, We will pay the Insurance Benefit to the Insured Person's surviving children in equal shares. If none survive, We will pay the Insured Person's estate.

**Changing The Owner Or Beneficiary.** You may change the owner or beneficiary while the Insured Person is living by writing to us. You may get a form for such a purpose by writing to or calling our Administrative Office. If a beneficiary is designated as irrevocable, any change will require the written consent of that beneficiary. The change will take effect on the date You sign the notice, unless otherwise specified by You, except that it will not apply to any payment We make or other action We take before We record the change in Our Administrative Office.

---

## *Premiums*

**Amounts And Premium Changes.** Page 3 shows the amounts and due dates of the premiums payable until the Final Coverage Date, subject to any premium change. Each premium is payable on or before its due date at Our Administrative Office. We will furnish You with a premium receipt, signed by one of Our officers, upon request.

We may change the premiums for any policy year after the first policy year for persons in the Insured Person's class. We will send You written notice of any such change at least 45 days before the first premium for any policy year is due. The premiums for any policy year will be guaranteed for that policy year. Any change in premiums will be on a class basis only.

You may write to ask Us to change the frequency of Your premium payment. A premium payment change is subject to Our rules in effect at the time of change. If You pay Your premium other than annually, the total premium You pay each year will be more than the annual premium.

**Grace Period.** We allow a grace period of 31 days for payment of each premium, after the first premium. The insurance will continue during the grace period.

**Lapse.** If a premium is not paid by the end of its grace period, the policy will lapse as of the premium due date. If this occurs, all insurance ends at the end of the grace period.

**Premium Refund Upon Cancellation Of Policy Or Death Due to Uncovered Loss.** You may cancel this policy by sending a written request for cancellation, in a form acceptable to Us, to Our Administrative Office. Insurance coverage terminates on the date We receive Your written request. Upon termination of this policy due to cancellation or when the Insured Person dies from a cause not covered by this policy, We will refund of premiums for the remainder of the period, if any, for which premiums were paid.

**Premium Adjustment Upon Death Due To Covered Loss.** We will add to the Insurance Benefit any part of the premium paid for coverage beyond the policy month in which the Insured Person dies from a covered loss. If the Insured Person dies from a covered loss during the grace period of an unpaid premium, We will deduct from any benefit the overdue premium covering one policy month. These are the adjustments for the last premium referred to on Page 2.

---

### *Exclusions*

We will not pay a benefit for a death of the Insured Person which is caused by, results from, or is contributed to by any of the following:

1. Suicide, attempted suicide, or intentionally self-inflicted injury, while sane or insane;
2. Disease, illness, or infirmity of mind or body, or medical or surgical treatment for such disease, illness, or infirmity;
3. Infection not occurring as a direct result or consequence of the Accidental Injury;
4. Travel in or descent from an aircraft, if the Insured Person acted in any capacity other than as a fare-paying passenger on a regularly scheduled commercial flight;
5. Declared or undeclared war, or any act of war, or any conflict involving the armed forces of one or more countries;
6. Injury sustained while performing military duty or active service;
7. Active participation in a riot, insurrection, or terrorist activity;
8. Committing or attempting to commit a felony;
9. Participation in an illegal occupation or activity;
10. Voluntary intake or use of any drug, unless prescribed or administered by a physician and taken in accordance with the physician's instructions, or the voluntary inhalation of poison, gas, or fumes except as the direct result of an occupational accident;
11. Intoxication of the Insured Person as defined by the jurisdiction where the accident occurred;
12. Riding or driving an air, land or water vehicle in a race, speed, or endurance contest; and
13. Bungee jumping, rock or mountain climbing, or aeronautics (hang-gliding, skydiving, parachuting, ultralight flying, soaring, ballooning, and parasailing).

---

## *Claims*

**Notice Of Claim:** Written notice of claim must be submitted to Our Administrative Office within 20 days after the death of the Insured Person from the Accidental Injury, or as soon thereafter as is reasonably possible.

**Claim Form:** Upon receipt of notice of claim, We will furnish within 10 business days a claim form for filing proof of death. If We do not, the claimant can provide Us the proof of death by writing to Us within 90 days after the death occurs about the nature and the cause of death.

**Proof of Death:** We must receive due proof of the Insured Person's death from a covered Accidental Injury within 90 days after the death. If it is not reasonably possible to give written proof in the time required, We shall not reduce or deny a claim if the proof is given as soon as reasonably possible. However, due proof must be given to Us as soon as reasonably possible and, in no event, except in the absence of legal capacity or where prohibited by law, later than one year from the date of death. This due proof includes, but is not limited to, a final death certificate and a completed claim form. We reserve the right to require other reasonable documentation to establish the cause of the death. We also reserve the right, unless prohibited by law, to require an autopsy at Our expense to help establish the cause of death.

**Legal Action:** No legal action shall be brought to recover under this policy prior to the expiration of 60 days after written proof of death has been provided to Us as required. No such action may be brought after three years from the time when written proof of death is required to be given.

---

## *General Provisions*

**Entire Contract.** We provide this insurance in consideration of payment of the required premiums. This policy, the attached Authorization Form and any endorsements, make up the entire contract. Only Our Chairman of the Board, Our President or one of Our Vice Presidents can modify this contract or waive any of our rights or requirements under it. The person making these changes must put them in writing and sign them.

**Misstatement Of Age.** If the age of the Insured Person has been misstated such that We would not have issued this policy, Our liability will be limited to a refund of the premiums paid for this policy. If, due to such misstatement, We had accepted a premium for a period when coverage would normally have terminated, Our liability will be limited to a refund of the premiums paid for such period.

**Policy Periods And Anniversaries.** Policy years, policy months, policy anniversaries and premium periods are measured from the Effective Date shown on Page 3. Each policy month begins on the same day in each calendar month as the Effective Date.

**Reinstatement.** You may reinstate this policy by written request and payment of all overdue premiums within one year after lapse. The request must be made before the Final Coverage Date and while the Insured Person is still alive. If We approve Your request, the effective date of the reinstatement of policy benefits will be the beginning of the policy month which coincides with or next follows the date We approve Your request. Payment of all overdue premiums must be made at that time for the policy to be reinstated. The reinstated policy will not cover death resulting from Accidental Injury if such Accidental Injury occurs between the date of lapse and the date of reinstatement.

**How The Policy Benefit Is Paid.** The Insurance Benefit is paid in one lump sum. Amounts paid will not be subject to the claims of creditors or to legal process, to the extent permitted by law.

**Termination Of Coverage.** Coverage provided by this policy terminates on the earliest of the following:

1. When a premium due has not been paid by the end of the grace period;
2. When We receive written notice that You wish to terminate this coverage;
3. When the Insured Person reaches Attained Age 80; or
4. When the Insured Person dies.

**Conformity With Statutes.** Any provision of this policy that conflicts with any law of the jurisdiction where the policy owner lives when this policy is issued is amended to conform with that law.

**ACCIDENTAL  
DEATH BENEFIT  
POLICY**

**AXA Equitable Life Insurance Company  
[1290 Avenue of the Americas, New York, NY 10104]**

**THIS IS A LIMITED BENEFIT POLICY. IT PAYS A BENEFIT ONLY FOR DEATH RESULTING FROM ACCIDENTAL INJURY, AS DEFINED IN THIS POLICY. NO BENEFITS ARE PAYABLE FOR A LOSS CAUSED BY SICKNESS. PAYMENT IS SUBJECT TO ALL THE LIMITATIONS AND EXCLUSIONS NOTED IN THE POLICY.**



## FRAUD WARNINGS

**Arkansas, Louisiana, Maryland, New Jersey, New Mexico, Rhode Island, West Virginia:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Colorado:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

**District of Columbia, Kentucky, Maine, Tennessee, Virginia and Washington:** WARNING: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**Florida:** Any person who knowingly and with an intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**New York:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**Ohio:** Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**Oklahoma:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

**Oregon:** Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement that is material to the interests of an insurer may be guilty of insurance fraud.

**Pennsylvania:** Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and subjects such person to criminal and civil penalties.

**Puerto Rico:** Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand (5,000) dollars and not more than ten thousand (10,000) dollars, or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances are present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

**All Other States:** Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

**AXA EQUITABLE LIFE INSURANCE COMPANY**  
**ACCIDENTAL DEATH BENEFIT POLICY**  
**OUTLINE OF COVERAGE**

1. ***Read Your Policy Carefully.*** This outline of coverage provides a very brief description of the important features of Your policy. This is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth in detail the rights and obligations of both You and the insurance company. It is therefore important that you READ YOUR POLICY CAREFULLY.

2. ***This is an Accidental Death Benefit Policy.*** Policies of this category are designed to provide a benefit for death resulting from accidental injury ONLY, subject to any limitations described in the policy. The accident must occur while the policy is in force and the resulting death must occur within 180 days after the accident. Coverage is not provided for loss caused by sickness.

3. ***Description of Coverage.*** Coverage is provided under this policy for accidental death only. The amount of coverage is the amount shown on your signed authorization and on the policy data page.

4. ***Exclusions.*** We will not pay a benefit for a death of the Insured Person which is caused by, results from, or is contributed to by any of the following:

- Suicide, attempted suicide, or intentionally self-inflicted injury, while sane or insane;
- Disease, illness, or infirmity of mind or body, or medical or surgical treatment for such disease, illness, or infirmity;
- Infection not occurring as a direct result or consequence of the accidental injury;
- Travel in or descent from an aircraft, if the insured person acted in any capacity other than as a fare-paying passenger on a regularly scheduled commercial flight;
- Declared or undeclared war, or any act of war, or any conflict involving the armed forces of one or more countries;
- Injury sustained while performing military duty or active service;
- Active participation in a riot, insurrection, or terrorist activity;
- Committing or attempting to commit a felony;
- Participation in an illegal occupation or activity;
- Voluntary intake or use of any drug, unless prescribed or administered by a physician and taken in accordance with the physician's instructions, or the voluntary inhalation of poison, gas, or fumes except as the direct result of an occupational accident;
- Intoxication of the Insured Person as defined by the jurisdiction where the accident occurred;
- Riding or driving an air, land or water vehicle in a race, speed, or endurance contest; and
- Bungee jumping, rock or mountain climbing, or aeronautics (hang-gliding, skydiving, parachuting, ultralight flying, soaring, ballooning, and parasailing).

5. ***Renewability of this policy.*** The policy is guaranteed renewable until attained age 80 of the insured person.

SERFF Tracking Number: ELAS-127356224 State: Arkansas  
 Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 49608  
 Company Tracking Number:  
 TOI: H02I Individual Health - Accident Only Sub-TOI: H02I.000 Health - Accident Only  
 Product Name: Accidental Death Benefit Policy -152-10  
 Project Name/Number: Accidental Death Benefit Policy -152-10/152-10

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Flesch Certification	Approved-Closed	08/23/2011
<b>Comments:</b> Attached.		
<b>Attachment:</b> AR Readability Certification.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b> Application	Approved-Closed	08/23/2011
<b>Bypass Reason:</b> n/a		
<b>Comments:</b>		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Health - Actuarial Justification	Approved-Closed	08/23/2011
<b>Comments:</b> Attached		
<b>Attachment:</b> Actuarial Basis Memorandum (Proprietary).PDF		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Outline of Coverage	Approved-Closed	08/23/2011
<b>Comments:</b> Please see Form Schedule.		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Statement of Variability	Approved-Closed	08/23/2011
<b>Comments:</b>		

*SERFF Tracking Number:* ELAS-127356224      *State:* Arkansas  
*Filing Company:* AXA Equitable Life Insurance Company      *State Tracking Number:* 49608  
*Company Tracking Number:*  
*TOI:* H02I Individual Health - Accident Only      *Sub-TOI:* H02I.000 Health - Accident Only  
*Product Name:* Accidental Death Benefit Policy -152-10  
*Project Name/Number:* Accidental Death Benefit Policy -152-10/152-10

Attached.

**Attachment:**

Statement of Variability.pdf

# AXA Equitable Life Insurance Company

## CERTIFICATION OF READABILITY

AXA Equitable Life Insurance Company has reviewed the enclosed form and certifies that this form meets the minimum Flesch Scale Readability requirements.

<u>FORM NO.</u>	<u>SCORE</u>
152-10	65.78
152-10AF	54.07
OLC-AD	57.71

BY:



\_\_\_\_\_  
Signature

John Finneran

\_\_\_\_\_  
Name

Assistant Vice President

\_\_\_\_\_  
Title

August 22, 2011

\_\_\_\_\_  
Date

**AXA EQUITABLE LIFE INSURANCE COMPANY**  
**STATEMENT OF VARIABILITY**  
**For Accidental Death Benefit Policy, 152-10**  
**And Authorization Form 152-10AF**  
**As of August 19, 2011**

Language that is bracketed in the form is intended to be variable. Below is an explanation of those variables.

<b>1<sup>st</sup> PAGE</b>	<b>VARIABLES</b>
INSURED PERSON [John Doe]	Varies based on the individual purchasing coverage
POLICY OWNER [John Doe]	Varies based on the individual purchasing coverage
POLICY NUMBER [XX XXX XXX]	Each Policy will be assigned its own unique number
AXA EQUITABLE LIFE INSURANCE COMPANY, A STOCK COMPANY [1290 AVENUE OF THE AMERICAS, NEW YORK, NEW YORK 10104 (800) 777-6510]	This will be the home office address of AXA Equitable Life Insurance Company
[Mark Pearson, Chairman of the Board and Chief Executive Officer]	This field will be the Chief Executive Officer of the Company
[Karen Field Hazin, Vice President, Secretary and Associate General Counsel]	This field will be the Secretary of the Company
<b>3<sup>rd</sup> PAGE</b>	<b>VARIABLES</b>
INSURED PERSON [John Doe]	Varies based on the individual purchasing coverage
POLICY OWNER [John Doe]	Varies based on the individual purchasing coverage
FACE AMOUNT [\$50,000]	[\$50,000] the range will be \$50,000 - \$500,000
BENEFICIARY [Mary Doe]	The beneficiary will be selected by the Policy Owner
POLICY NUMBER [XX XXX XXX]	Each Policy will be assigned its own unique number
EFFECTIVE DATE [AUGUST 22, 2011]	The effective date will be the date that We receive the Authorization Form (including payment) in good order
FINAL COVERAGE DATE [AUGUST 21, 2056]	The Final Coverage Date will be the date the Insured reaches attained age 80
ISSUE AGE [35]	The Issue Age will be the age of the Insured Person on the Effective Date.
THE FIRST [ANNUAL] PREMIUM OF [\$52.50] IS DUE ON THE EFFECTIVE DATE SHOWN ABOVE. SUBSEQUENT PREMIUMS ARE DUE ON [AUGUST 22, 2012] AND [ANNUALLY] THEREAFTER	[ANNUAL] will be either Monthly or Annual [\$52.50] Premium will vary based on the Face Amount [AUGUST 22, 2012] will be exactly one year from the Effective Date or one month if monthly mode is selected [ANNUALLY] will be either Monthly or Annually
ADMINISTRATIVE OFFICE:  AXA EQUITABLE LIFE INSURANCE COMPANY [NATIONAL OPERATIONS CENTER 10840 BALLANTYNE COMMONS PARKWAY CHARLOTTE, NC 28277 (800) 777-6510]	This will be the administrative office address and phone number of AXA Equitable Life Insurance Company
<b>BACK PAGE</b>	<b>VARIABLES</b>
[1290 Avenue of the Americas, New York, NY 10104]	This will be the home office address of AXA Equitable Life Insurance Company

## Authorization Form

Form Number: 152-10AF

<b>Eligible Insured Person:</b> [John Doe]	Varies based on the individual purchasing coverage
<b>Accidental Death Benefit:</b> [\$50,000]	[\$50,000] the range will be \$50,000 - \$500,000
<b>Eligible Policyowner:</b> [John Doe]	Varies based on the individual purchasing coverage
<b>Premium:</b> [\$4.49] per Month or [\$52.50] per Year	Premium will vary based on the Face Amount
<b>Address:</b> [123 Main Street, Anywhere, USA 12345]	Varies based on the Insured Person's home address
Enclosed is a check for the initial monthly premium of [\$4.49]. For subsequent premiums, I authorize payment by Electronic Funds Transfer to be automatically drawn monthly from the account of the check used to pay the initial premium. I understand that this arrangement will stay in effect until terminated by me, the Company, or my bank, or by termination of the account or my bankruptcy. If payment is dishonored for any reason, AXA Equitable shall be under no liability whatsoever, even if forfeiture of the insurance occurs as a result of the dishonor.	[\$4.49] Premium will vary based on the Face Amount
Enclosed is a check for the initial annual premium of [\$52.50]. I will be billed for subsequent annual premiums.	[\$52.50] Premium will vary based on the Face Amount
I understand that the [\$50,000] Accidental Death Benefit Policy is not valid unless AXA Equitable receives a properly completed authorization form along with a valid check for the initial premium no later than <b>[January 1, 2012]</b> . Coverage will take effect once AXA Equitable has received** the above.	[\$50,000] the range will be \$50,000 - \$500,000  [January 1, 2012] will be 15-120 days from the date of the offer
[Agent Name]	This will be in or out, if in, the name of the Agent
[Agent's Code #]	This will be in or out, if in, the AXA Equitable Life Insurance Company Agent Code
Marketing Method Indicator [One byte indicator]	Varies based upon method of distribution, for internal use only.