

SERFF Tracking Number: ELAS-127993673 State: Arkansas
 Filing Company: AXA Equitable Life Insurance Company State Tracking Number:
 Company Tracking Number: ICC12GMIBA
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
 Variable and Variable
 Product Name: Accumulator 11A
 Project Name/Number: GMIB Rider Filing/ICC12GMIBA

Filing at a Glance

Company: AXA Equitable Life Insurance Company

Product Name: Accumulator 11A SERFF Tr Num: ELAS-127993673 State: Arkansas
 TOI: A02.11 Individual Annuities- Deferred Non- SERFF Status: Closed-Approved- State Tr Num:
 Variable and Variable Closed
 Sub-TOI: A02.11.002 Flexible Premium Co Tr Num: ICC12GMIBA State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Linda Bird
 Author: Robert Palermo Disposition Date: 01/26/2012
 Date Submitted: 01/20/2012 Disposition Status: Approved-Closed
 Implementation Date Requested: 02/27/2012 Implementation Date:

State Filing Description:

General Information

Project Name: GMIB Rider Filing Status of Filing in Domicile: Not Filed
 Project Number: ICC12GMIBA 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: 01/26/2012
 State Status Changed: 01/26/2012
 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

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Filing Company Information

SERFF Tracking Number: ELAS-127993673 State: Arkansas
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 TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
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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: \$250.00
 Retaliatory? No
 Fee Explanation: \$50.00 per form (5) = \$250.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
AXA Equitable Life Insurance Company	\$250.00	01/20/2012	55661982

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	01/26/2012	01/26/2012

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Disposition Date: 01/26/2012

Implementation Date:

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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	No
Supporting Document	Application	No	No
Supporting Document	Life & Annuity - Actuarial Memo	No	No
Supporting Document	Statements of Variability	Yes	Yes
Supporting Document	Filing Letter	Yes	Yes
Form	GUARANTEED MINIMUM INCOME BENEFIT RIDER	Yes	Yes
Form	TABLE OF GUARANTEED ANNUITY PAYMENTS	Yes	Yes
Form	TABLE OF GUARANTEED ANNUITY PAYMENTS	Yes	Yes
Form	Application for an Individual Annuity	Yes	Yes
Form	Application for an Individual Annuity	Yes	Yes

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Form Schedule

Lead Form Number: ICC12GMIBA

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	ICC12GMIBA	Policy/Contract	GUARANTEED MINIMUM INCOME BENEFIT RIDER Certificate: Amendment, Insert Page, Endorsement or Rider	Revised	Replaced Form #: ICC11GMIB Previous Filing #: 48678		GMIB Rider - ICC12GMIBA.pdf
	ICC12DPTGAP100	Data/Declaration Pages	TABLE OF GUARANTEED ANNUITY PAYMENTS	Revised	Replaced Form #: ICC11DP-TGAP-A Previous Filing #: 48678		ICC12DPTGAP100.pdf
	ICC12DPTGAP125	Data/Declaration Pages	TABLE OF GUARANTEED ANNUITY PAYMENTS	Revised	Replaced Form #: ICC11DP-TGAP-B Previous Filing #: 48678		ICC12DPTGAP125.pdf
2012 App 01	ACC11	Application/ Enrollment Form	Application for an Individual Annuity	Revised	Replaced Form #: 2011 App 01 ACC11 Previous Filing #: 48678		Gen - Application - 2012 App 01 ACC11.pdf
2012 App 02	ACC11	Application/ Enrollment Form	Application for an Individual Annuity	Revised	Replaced Form #: 2011 App 02 ACC11 Previous Filing #: 48678		Gen - Application - 2012 App 02 ACC11.pdf

AXA EQUITABLE LIFE INSURANCE COMPANY

**GUARANTEED MINIMUM INCOME BENEFIT RIDER [I – Asset Allocation]
with Guaranteed Withdrawal Benefit for Life Conversion Benefit**

This Rider is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. There are new definitions in this Rider which are introduced below. In this Rider, "we", "our" and "us" mean AXA Equitable Life Insurance Company, "you" and "your" mean the Owner and "Rider" means this Rider. Subject to the terms and conditions of this Rider, you will receive a Guaranteed Minimum Income Benefit (GMIB) with this flexible premium fixed and variable deferred Annuity Contract as described below.

The Effective Date of this Rider is your Contract Date.

This Rider's Guaranteed Benefit

The purpose of the GMIB provided under this Rider is to provide security through a stream of lifetime periodic payments to you. This Rider will terminate upon assignment or a change in ownership of the Contract unless the new assignee or Owner meets the qualifications specified in the Termination Provision of this Rider (Section 2.09A). This Rider converts to a Guaranteed Withdrawal Benefit for Life (GWBL) Rider under certain conditions as described in Section 1.05. Terms and Conditions of GMIB and GWBL are described in Parts I and II of this Rider, respectively.

*The guaranteed lifetime income benefit amount is derived from a benefit base as described in Section 1.02C of this Rider. **The GMIB Benefit Base is used solely to calculate the GMIB described in this Rider, and its charge, and does not provide a Cash Value or any minimum account value or any death benefit and cannot be withdrawn.***

Withdrawals under the Contract will cause an adjustment to your GMIB Benefit Base as described in Section 1.02C of this Rider. The adjustment may be greater than the amount withdrawn. [The GMIB Benefit Base will be reduced by any applicable withdrawal charge remaining on the Transaction Date that the Owner exercises the GMIB. The amount of the charge is a withdrawal that will reduce the GMIB Benefit Base. When GMIB is exercised on the last GMIB Exercise Date, or within [30] days following the last GMIB Exercise Date, withdrawal charges are not applicable.]

***Your last GMIB Exercise Date is the Contract Date Anniversary following your [85th] birthday.** You have several options on how you may proceed with this Rider on that date as described in Section 1.05. You will have [30 days] from the Last GMIB Exercise Date to make such an election. Unless you elect otherwise, on this date, this Rider will automatically convert to a Guaranteed Withdrawal Benefit for Life (GWBL) Rider.*

[The terms and conditions of a spouse's right to continue this Contract upon the death of the Owner of this Contract ("Spousal Continuation") are described in the Endorsement Applicable to [Non-Qualified] Contracts.]

RIDER PART I –GMIB Rider

1.01 Guaranteed Minimum Income Benefit

Subject to the terms and conditions of this Rider, you will receive the Guaranteed Minimum Income Benefit (GMIB) as described below. The GMIB is derived from a benefit base as described in Section 1.02(A) of this Rider. The GMIB Benefit Base is used to calculate the GMIB described in this GMIB Rider.

On the Transaction Date on which you exercise GMIB, the annual lifetime income that will be provided under the Life Annuity payout will be the greater of (i) the GMIB, and (ii) the amount of income that would be provided by application of the Annuity Account Value as of the Transaction Date to our then current annuity purchase factors for the Life Annuity payout. The GMIB Benefit Base, as defined below, is applied to the guaranteed annuity purchase factors shown in Attachment A of this Rider to determine the GMIB.

Other annuity payout options may be available at the time of exercise.

Special Rules Applicable under Joint Owner and Non-Natural Owner Contracts

For Contracts with Non-Natural Owners, lifetime income is guaranteed for the life of the Annuitant. A GMIB that by its terms accumulates to the Contract Date Anniversary following the Owner's [85th] birthday will accumulate to the Contract Date Anniversary following the Annuitant's [85th] birthday. Reference to Owner in this Rider would apply to the Annuitant for purposes of determining GMIB payments. Also, any Reset provision which is limited to the Contract Date Anniversary following the Owner's [85th] birthday will be limited to the Contract Date Anniversary following the Annuitant's [85th] birthday. If there are Joint Annuitants named under Contracts with Non-Natural Owners, the GMIB will accumulate to the Contract Date Anniversary following the older Joint Annuitant's [85th] birthday. Reference to Owner in this Rider would apply to the older Joint Annuitant for purposes of determining GMIB Payments. Also, any reset will be limited to the Contract Date Anniversary following the [85th] birthday of the older Joint Annuitant.

For Contracts with Joint Owners, lifetime income is guaranteed for the life of the older Joint Owner. A GMIB that by its terms accumulates to the Contract Date Anniversary following the Owner's [85th] birthday will accumulate to the Contract Date Anniversary following the [85th] birthday of the older Joint Owner. Reference to Owner in this Rider would apply to the older Joint Owner for purposes of determining GMIB payments. Also, any Reset provision which is limited to the Contract Date Anniversary following the Owner's [85th] birthday will be limited to the Contract Date Anniversary following the [85th] birthday of the older Joint Owner.

1.02 Operation of the Guaranteed Minimum Income Benefit

1.02(A) GMIB Benefit Base

Your GMIB Benefit Base is used to determine (i) your GMIB as described above and (ii) the cost of this Rider as described in Section 3.02. Your GMIB Benefit Base is increased by Contributions as described in Part III of your Contract ("Contributions and Allocations").

Your GMIB Benefit Base is the greater of the Annual Rollup to Age [85] Benefit Base ("Rollup Benefit Base") and the Highest Anniversary Value to Age [85] Benefit Base ("HAV Benefit Base"). Your initial Rollup and HAV Benefit Bases are each equal to your initial Contribution. Thereafter, each component of the GMIB Benefit Base will increase by the dollar amount of any subsequent Contribution and each Benefit Base is adjusted for withdrawals as described below. The way we calculate your Rollup Benefit Base and HAV Benefit Base is more fully described below.

[The following text applies to Series CP only]

[Credits are not applied to your GMIB Benefit Base. However, Credits are included in your Annuity Account Value. Your Annuity Account Value can increase your HAV Benefit Base and your Rollup Benefit Base as a result of HAV Benefit Base resets and Rollup Benefit Base resets, respectively. Therefore, Credits can indirectly increase your GMIB Benefit Base.]

1.02 (A)(1) GMIB Rollup Benefit Base

1.02(A)(1)(A) Annual Rollup Rate

The Annual Rollup Rate means the effective annual rate specified in the Data Pages. The rollup ends on the Contract Date Anniversary following your [85th] birthday. The Annual Rollup Rate is used to calculate (i) your GMIB Annual Withdrawal Amount and (ii) unless the Deferral Bonus Rollup Rate described below applies, your GMIB Annual Rollup Amount. The Annual Rollup Rate applies for purposes of calculating your Rollup Benefit Base in the Contract Year that a withdrawal is made and in all subsequent Contract Years.

1.02(A)(1)(B) GMIB Annual Withdrawal Amount (“AWA”)

The GMIB AWA for each Contract Year is equal to (i) the Rollup Benefit Base at the beginning of the Contract Year multiplied by (ii) the Annual Rollup Rate. There is no GMIB Annual Withdrawal Amount before the [first] Contract Date Anniversary.

1.02(A)(1)(C) Deferral Bonus Rollup Rate

The Deferral Bonus Rollup Rate specified in the Data Pages is used to calculate amounts credited to your Rollup Benefit Base and applies to your Rollup Benefit Base until a withdrawal is made from your Contract. Once a withdrawal is made under your Contract, the Deferral Bonus Rollup Rate no longer applies for the Contract Year in which a withdrawal is made or for any subsequent Contract Years.

1.02(A)(1)(D) Annual Rollup Amount

The “Annual Rollup Amount” for purposes of adjusting the Rollup Benefit Base on a Contract Date Anniversary is equal to the Rollup Benefit Base on the preceding Contract Date Anniversary (or in the first Contract Year, the Contract Date) multiplied by the Annual Rollup Rate plus a prorated Annual Rollup Amount for any Contributions made during the Contract Year. The prorated Annual Rollup Amount is equal to the full Annual Rollup Amount for the Contribution (that is, the amount resulting from application of the Annual Rollup Rate to the amount of your Contribution) multiplied by a fraction, the numerator of which is the number of days remaining in the Contract Year on the Transaction Date of the Contribution, and the denominator of which is 365, or 366 in a leap year.

1.02(A)(1)(E) Deferral Bonus Rollup Amount

The “Deferral Bonus Rollup Amount” for purposes of adjusting the Rollup Benefit Base on a Contract Date Anniversary is equal to the Rollup Benefit Base on the preceding Contract Date Anniversary (or in the first Contract Year, the Contract Date) multiplied by the Deferral Bonus Rollup Rate plus a prorated Deferral Bonus Rollup Amount for any Contributions made during the Contract Year. The prorated Deferral Bonus Rollup Amount is equal to the full Deferral Bonus Rollup Amount for the Contribution (that is, the amount resulting from application of the Deferral Bonus Rollup Rate to the amount of your Contribution) multiplied by a fraction, the numerator of which is the number of days remaining in the Contract Year on the Transaction Date

of the Contribution and the denominator of which is 365, or 366 in a leap year. Once a withdrawal is made under your Contract, no Deferral Bonus Rollup Amount adjustment is made to your Rollup Benefit Base in the Contract Year of the withdrawal and all subsequent Contract Years.

1.02(A)(1)(F) Annual Adjustment of the Rollup Benefit Base with the Annual Rollup Amount

If a withdrawal has been made under your Contract, your Rollup Benefit Base is adjusted annually to equal:

- (i) the Rollup Benefit Base at the beginning of the Contract Year, plus
- (ii) Contributions during the Contract Year, minus
- (iii) any adjustments during the Contract Year for Excess Withdrawals (defined below) during the Contract Year, [including for any required minimum distribution withdrawal not taken through our Automatic RMD Withdrawal Service, in excess of your AWA, minus
- (iv) any required minimum distribution withdrawals taken through our Automatic RMD Withdrawal Service (which are not treated as Excess Withdrawals) during the Contract Year to the extent such withdrawals exceed the AWA,] plus
- (v) the Annual Rollup Amount for the Contract Date Anniversary reduced by any withdrawals up to the AWA on each Contract Date Anniversary.

1.02(A)(1)(G) Annual Adjustment of the Rollup Benefit Base with the Deferral Bonus Rollup Amount

Prior to taking a withdrawal under your Contract, instead of the adjustment described above, your Rollup Benefit Base is adjusted to equal:

- (i) the Rollup Benefit Base at the beginning of the Contract Year, plus
- (ii) Contributions during the Contract Year, plus
- (iii) the Deferral Bonus Rollup Amount for the Contract Date Anniversary on each Contract Date Anniversary.

Once a withdrawal is made under your Contract, no Deferral Bonus Rollup Amount adjustment is made to your Rollup Benefit Base in the Contract Year of the withdrawal and all subsequent Contract Years. In those Contract Years, any adjustment to your GMIB Benefit Base will be made according to the provision above titled “Annual Adjustment of the GMIB Benefit Base with the Annual Rollup Amount.”

1.02(A)(1)(H) Adjustment of the Rollup Benefit Base for Withdrawals; Excess Withdrawals

Except as provided in the next two paragraphs, a withdrawal reduces the Rollup Benefit Base on a pro-rata basis. A pro-rata reduction is determined as follows: 1) Divide the amount of your withdrawal that exceeds your AWA by your Annuity Account Value immediately preceding the withdrawal; 2) Multiply the fraction calculated in (1) by the amount of your Rollup Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will make this reduction as of the Transaction Date of each withdrawal.

Beginning [with the second Contract Year], withdrawals during a Contract Year do not reduce the Rollup Benefit Base to the extent that the total of such withdrawals does not exceed the AWA for that Contract Year. Instead, such withdrawals reduce the Annual Rollup Amount to be added to

the Rollup Benefit Base on the Contract Date Anniversary on a dollar for dollar basis, as described above.

[In any Contract Year, the portion of a required minimum distribution withdrawal that is taken through our Automatic RMD Withdrawal Service (“RMD Withdrawal”) in excess of the AWA that is needed to meet a Required Minimum Distribution as described in “*Lifetime Required Minimum Distributions*” in 2.02 of this Rider reduces the Rollup Benefit Base on a dollar for dollar basis and is not treated as an Excess Withdrawal, as described in the next paragraph.]

“Excess Withdrawal” means the amount of any withdrawal or portion of any withdrawal in a Contract Year that together with all other withdrawals exceeds the AWA for that Contract Year. All withdrawals made prior to [the second Contract Year] are “Excess Withdrawals.” [An RMD Withdrawal is not an Excess Withdrawal when the Automatic RMD Withdrawal Service is elected for lifetime RMD payments as described in Section III.] *An Excess Withdrawal may reduce future benefits by more than the dollar amount of the excess withdrawal(s).* “Future benefits” means your guaranteed minimum income and guaranteed withdrawal benefit for life provided under this Rider, and includes any guaranteed minimum death benefit you have under the Contract . You may contact your authorized financial professional or the Processing Office to determine if, as of that date, a contemplated withdrawal amount would cause an Excess Withdrawal.

1.02(A)(1)(I) Optional Reset of Rollup Benefit Base

On or within [30] days following the [first] or later Contract Date Anniversary, you may reset your Rollup Benefit Base to equal the Annuity Account Value on that Contract Date Anniversary. The Rollup continues on your reset Benefit Base. When you reset your Rollup Benefit Base, you may not reset the Benefit Base again until the [first] or later Contract Date Anniversary following the reset. Reset is not permitted after the Contract Date Anniversary following your [85th] birthday. A reset is not applicable to your Annuity Account Value.

When you reset your Rollup Benefit Base, you may not exercise GMIB as described in Section 1.03 of this GMIB Rider, until the [10th] Contract Date Anniversary following the reset, or such later date as provided in Section 1.03 of this GMIB Rider. [If you reset your Rollup Benefit Base on or after age [76], notwithstanding anything to the contrary, you may elect a GMIB Exercise Option described in Part II of this GMIB Rider upon your Contract Date Anniversary following your [85th] birthday.]

1.02(A)(2)Your GMIB HAV Benefit Base

For the HAV Benefit Base, on each Contract Date Anniversary up to the Contract Date Anniversary following your [85th] birthday, if the Annuity Account Value is greater than the current HAV Benefit Base, the HAV Benefit Base is reset to equal the Annuity Account Value.

[The HAV Benefit Base will be reduced pro-rata by all withdrawals [in the first Contract Year]. A pro-rata reduction is determined as follows: 1) Divide the amount of your withdrawal by your Annuity Account Value immediately preceding the withdrawal; 2) Multiply the fraction calculated in (1) by the amount of your Ratchet Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. [Beginning [with the second Contract Year], withdrawals during a Contract Year that do not exceed the AWA for that Contract Year reduce your HAV Benefit Base on a dollar for dollar basis.] Amounts withdrawn in excess of the AWA will reduce your HAV Benefit Base on a pro-rata basis.] We will make this reduction as of the Transaction Date of each withdrawal.

[In any Contract Year, the portion of a required minimum distribution withdrawal that is taken through our Automatic RMD Withdrawal Service (“RMD Withdrawal”) in excess of the AWA that is needed to meet a Required Minimum Distribution as described in “*Lifetime Required Minimum Distributions*” in 2.02 of this Rider reduces the HAV Benefit Base dollar for dollar.]

1.03 Your GMIB Exercise Options Prior to the Last GMIB Exercise Date

Pursuant to Section 1.01 and 1.02(A)(1)(I), you may exercise GMIB as described in this Section.

[Applicable for Owner issue ages 20 through 44]

[The GMIB may be exercised only within [30] days following each Contract Date Anniversary beginning with the [15th] or later Contract Date Anniversary . However, it may not be exercised later than the Contract Date Anniversary following your [85th] birthday.]

[Applicable for Owner issue ages 45 through 49]

[After this Rider’s Effective Date,] The GMIB may be exercised only within [30] days following each Contract Date Anniversary on or after your [60th] birthday. However, it may not be exercised later than the Contract Date Anniversary following your [85th] birthday.]

[Applicable for Owner issue ages 50 through [75]]

[The GMIB may be exercised only within [30] days following each Contract Date Anniversary beginning with the [10th] or later Contract Date Anniversary . GMIB may not be exercised later than the Contract Date Anniversary following your [85th] birthday.]

[The following text is not applicable to Series C Contracts]

[A Contract issued with a Qualified Plan endorsement must convert to a traditional IRA Contract in an eligible rollover transaction to exercise the GMIB unless GMIB is automatically exercised as described below in “GMIB No Lapse Guarantee.”]

When the supplementary life annuity contract is issued, the Owner of record under this Contract on the GMIB Exercise Date will be the Owner under the supplementary life annuity contract. The Owner will also become the Annuitant under the supplementary life annuity contract. ***[NQ only]*** [Any Joint Owner, as applicable under this Contract will become the Joint Annuitant under the supplementary contract.] If this Contract is owned by a Non-Natural Owner, the Annuitant ***[NQ only]*** [and Joint Annuitant, if applicable,] remains the same under the supplementary life annuity contract.

1.04 GMIB No Lapse Guarantee

Notwithstanding anything to the contrary in the Termination provision of this Contract, if your Annuity Account Value falls to zero on or before the Contract Date Anniversary following your [85th] birthday while this Contract is in force and there have been no withdrawals from your Contract other than as described below under “Conditions of the GMIB No Lapse Guarantee,” then your GMIB will be exercised automatically on the Transaction Date that the Annuity Account Value falls to zero. The annual lifetime income that will be provided under GMIB will be based on your age and the GMIB Benefit Base on the Transaction Date that the Annuity Account Value falls to zero, notwithstanding any waiting period described above in Parts 1.02(A)(1)(H) and 1.03 of this Rider. Annual GMIB payments will be based on a single life annuity and begin within one calendar year after the Transaction Date that the Annuity Account Value falls to zero. You may notify us in writing, within [30] days of your receipt of notice from us stating that your Annuity Account Value has fallen to zero, if you wish to change the frequency of payments.

Conditions of the GMIB No Lapse Guarantee:

The No Lapse Guarantee described above applies only if there are no withdrawals from your Contract other than:

- (i) Withdrawals due to “Charges Deducted from Annuity Account Value” as described in Contract Section 8.02, and
- (ii) Withdrawals during a Contract Year that, in aggregate, do not exceed [5%] of the beginning of Contract Year Rollup Benefit Base. [For purposes of this paragraph, in the first Contract Year, Contributions received in the first [90 days] are used to determine the beginning of Contract Year Rollup Benefit Base for that Contract Year.
[applicable to Traditional IRA, QP-DC and QP-DB]
- [(iii) Withdrawals made under any automatic withdrawal service we offer to meet lifetime required minimum distribution rules under the Code.]

Any withdrawal in excess of the above will cause the GMIB No Lapse Guarantee to terminate. Termination of the No Lapse Guarantee provision does not cause termination of the other provisions of this Rider.

1.05 Your Options on the Last GMIB Exercise Date

Your Contract Date Anniversary following your [85th] birthday is your Last GMIB Exercise Date.

You are provided a [30 day] period beginning on the Contract Date Anniversary following your [85th] birthday to elect one of the following options:

- Option 1: exercise GMIB as described in Sections 1.01 and 1.03, or
- Option 2: affirmatively elect conversion of this Rider to a GWBL Rider (see Part II), or
- Option 3: Terminate this Rider.

If you take no action during this [30 day] period, this GMIB Rider will automatically convert to a GWBL Rider on a single life basis.

The GWBL Rider will become effective as of the Last GMIB Exercise Date. The effective date is the same whether you affirmatively elect this option or upon an automatic conversion. For purposes of the GWBL terms and conditions in Part II of this Rider, your Last GMIB Exercise Date is your “GWBL Conversion Effective Date.”

If you exercise GMIB pursuant to Option 1 above, your GMIB Benefit Base will be adjusted for any withdrawals taken under the Contract during the [30 days] following your Last GMIB Exercise Date.

If (i) you elect Option 2 above, or (ii) your Rider automatically converts to a GWBL Rider, your Guaranteed Minimum Death Benefit as of the GWBL Conversion Effective Date continues to be applicable, however, any withdrawal on or after the GWBL Conversion Effective Date reduces your GMDB on a pro-rata basis.

If you elect to terminate this Rider pursuant to Option 3 above, the effect on your Guaranteed Minimum Death Benefit is described in Section 3.03(B).

PART II - GWBL Rider

This Rider’s Benefit on and after the GWBL Conversion Effective Date

On the GWBL Conversion Effective Date, this Rider automatically converts to a GWBL Rider. If you have not elected Option 1 or 3 described in Section 1.05 within [30 days] of the GWBL Conversion Effective Date, the terms and
ICC12GMIBA

conditions of this “Part II – Conversion of this GMIB Rider to a GWBL Rider” apply as of the GWBL Conversion Effective Date.

This Rider provides a Guaranteed Withdrawal Benefit for Life which guarantees that you can receive lifetime withdrawal amounts up to a maximum amount per Contract Year. This GWBL Rider does not provide a Cash Value or any minimum account value.

On your GWBL Conversion Effective Date, the Endorsement Applicable to Special [Money Market] Dollar Cost Averaging terminates. Any program you have in effect on the GWBL Conversion Effective Date terminates on that date. Any amount remaining in the account for Special [Money Market] Dollar Cost Averaging after such a transfer will be transferred to your other Investment Options according to your then current allocation instructions.

Under the Guaranteed Withdrawal Benefit for Life, we guarantee that you will be eligible to receive withdrawals while you are living, even if such withdrawals cause the Annuity Account Value to fall to zero. Withdrawals, for purposes of the Guaranteed Withdrawal Benefit for Life, are your total withdrawals during each Contract Year up to the Guaranteed Annual Withdrawal Amount (as defined below in Part 2.01(G) of this Rider). If the Owner named under the Contract is a Non-Natural Owner, we guarantee such withdrawals for the life of the Annuitant.

If a Successor Owner [**NQ only**: or Joint Owner] under an individually owned Contract, or a Joint Annuitant under a Contract owned by a Non-Natural Owner, is added after the GWBL Conversion Effective Date to change your Contract to a Joint Life Benefit Contract, we guarantee such withdrawals during the lives of you and such Successor Owner [**NQ only**: or Joint Owner, as applicable], or during the lives of the Annuitant and Joint Annuitant, respectively. The terms and conditions of the Guaranteed Withdrawal Benefit for Life are set forth below.

2.01 Definitions and Conditions Applicable to the GWBL Rider

2.01(A) Automatic Payment Plan

“Automatic Payment Plan” means an optional plan for periodic withdrawals up to the Guaranteed Annual Withdrawal Amount each Contract Year.

2.01(B) Joint Annuitant

“Joint Annuitant” means the individual named and added as such to this Contract. The Joint Annuitant must be the spouse of the Annuitant on the GWBL Conversion Effective Date or if added later, the date your spouse is added, but a change may subsequently be made in accordance with Section 2.03 of this Rider.

2.01(C) Joint Life Benefit Contract

For a Contract which is individually owned, “Joint Life Benefit Contract” means a Contract under which a Successor Owner is added after the GWBL Conversion Effective Date for purposes of establishing a Joint Life Benefit Contract. [**NQ only**: If your Contract had a spousal Joint Owner before the GWBL Conversion Effective Date, such Joint Owner may be maintained for purposes of establishing this Rider on a Joint Life Benefit basis.] For a Contract owned by a Non-Natural Owner, “Joint Life Benefit Contract” means a Contract under which a Joint Annuitant is added after the GWBL Conversion Effective Date for purposes of establishing a Joint Life Benefit Contract. For Non-Natural Owner Contracts, if your Contract had spousal Joint Annuitants before the GWBL Conversion Effective Date, such Joint Annuitants may be maintained for purposes of establishing this Rider on a joint life benefit basis. [**NQ only**: A Joint Life Benefit Contract where the Owner is an individual and named with a Successor Owner or Joint Owner may be issued with a Joint Annuitant.]

A Joint Life may only be added to this Contract at the later of (i) the [30th] day following the GWBL Conversion Effective Date or (ii) the first withdrawal following the GWBL Conversion Effective Date. If your spouse is less than age [70] as of the GWBL Conversion Effective Date, a Joint Life Benefit Contract is not available. If a Joint Life Benefit Contract is elected after the GWBL Conversion Effective Date, a Death Benefit is payable on the second to die of the Owner and the Successor Owner, or for a Contract owned by a Non-Natural Owner, the second to die of the Annuitant and the Joint Annuitant.

2.01(D) Single Life Benefit Contract

On the GWBL Conversion Effective Date, this Contract is automatically established as a Single Life Benefit Contract. “Single Life Benefit Contract” means where a Contract is individually owned, the Owner determines the Single Life Benefit under this GWBL Rider. [N^Q only: For Single Life Benefit Contract where there are Joint Owners, the older of the Owner and the Joint Owner determines the Single Life Benefit under this Rider.] For a Contract owned by a Non-Natural Owner, the Annuitant determines the Single Life Benefit under this GWBL Rider. For a Non-Natural Owner Contract where there were Joint Annuitants prior to the GWBL Conversion Effective Date, the older of the Joint Annuitants determines the Single Life Benefit under this Rider. [N^Q only: A Single Life Benefit Contract where the Owner is an individual and named without a Successor Owner may be issued with a Joint Annuitant.]

2.01(E) Successor Owner

“Successor Owner” means the individual named and added to an individually owned Contract on or after the GWBL Conversion Effective Date for purposes of providing a Joint Life Benefit under this Contract. The Successor Owner must be the spouse of the Owner on the GWBL Conversion Effective Date, or the date added, if later, but a change may subsequently be made in accordance with Section 2.03 of this Rider.

[N^Q only: If elected, upon addition to this Rider, a Successor Owner may be provided joint ownership rights.]

2.01(F) GWBL Benefit Base

Your initial GWBL Benefit Base is determined as of the GWBL Conversion Effective Date. It will be equal to either the Annuity Account Value or the GMIB Benefit Base as of that date, depending on which of the two amounts produces a greater benefit as described below in the definition of Guaranteed Annual Withdrawal Amount. Your GWBL Benefit Base is increased by any “Annual Ratchet,” and it may be reduced by withdrawals that exceed your Guaranteed Annual Withdrawal Amount (“Excess Withdrawals”), as described below.

2.01(G) Guaranteed Annual Withdrawal Amount (“GAWA”)

Your initial Guaranteed Annual Withdrawal Amount (“GAWA”) is equal to the greater of (i) the Annuity Account Value Applicable Percentage shown in the table below applied to your Annuity Account Value and (ii) the GMIB Benefit Base Applicable Percentage shown in the table below applied to your GMIB Benefit Base. Both these values are determined as of the GWBL Conversion Effective Date.

Single Life Benefit Contract Applicable Percentages: For purposes of determining your initial GAWA, the percentages shown in the Single Life line in the table are used.

If your initial Applicable Percentage is the percentage shown in column B of the table, it will increase to the percentage shown in Column A on any Contract Date Anniversary on which your Benefit Base is increased by an Annual Ratchet.

Joint Life Benefit Contract Applicable Percentages: The Applicable Percentage is based on your age or the age of the Successor Owner [**NQ only:** or Joint Owner, as applicable], whoever is younger. For a Joint Life Benefit Contract with a Non-Natural Owner, the Applicable Percentage is based on the younger Annuitant's age. The Applicable Percentages are shown in the Joint Life line for the appropriate age in the table below.

If you change your benefit to a Joint Life Benefit Contract on or after your GWBL Conversion Effective Date, the Applicable Percentage is re-determined as an initial Applicable Percentage as described above.

For Joint Life Benefit Contracts, if the GWBL Benefit Base is increased by an Annual Ratchet after the GWBL Conversion Effective Date, then as of the Contract Date Anniversary for that Annual Ratchet, the Applicable Percentage will be the percentage shown in Column A for the current age of the younger spouse:

	A	B
	Applicable Percentage if Annuity Account Value produces a higher GAWA	Applicable Percentage if GMIB Benefit Base produces a higher GAWA
Single Life (All ages)	[6.0%]	[5.0%]
Joint Life if younger spouse is:		
Age [85+	[5.5%	[4.0%
Ages 80-84	5.0%	3.5%
Ages 75-79	4.5%	3.0%
Ages 70-74]	4.0%]	2.5%]

Your GAWA may be taken through an Automatic Payment Plan we offer. If you take less than the GAWA in any Contract Year, you may not add the remainder to your GAWA in any subsequent Contract Year.

2.01(H) Annual Ratchet

Your Benefit Base is recalculated on each Contract Date Anniversary to equal the greater of (i) the Annuity Account Value and (ii) the prior Benefit Base. An increase in the Benefit Base resulting from that calculation is an Annual Ratchet. If the Benefit Base is increased by such recalculation, your GAWA will be increased as of the next Contract Year following such Contract Date Anniversary to equal your Applicable Percentage times your new Benefit Base.

We may increase the charge for this Rider up to the maximum charge shown in Section 3.02 of this Rider; however, we will apply the higher charge only if your Benefit Base increases due to an Annual Ratchet. The new charge will remain in effect for the duration of the Rider, subject to any further charge increase permitted by the previous sentence. Any increase in the charge for this Rider will be communicated in writing to you at least [45 days] before the Contract Date Anniversary on which it would take effect. You may decline an Annual Ratchet that would cause a charge increase by providing us with a written request to decline such Annual Ratchet. Thereafter, you may provide us with a written request to reactivate Annual Ratchets and accept the higher charge. Once you have done so, the Annual Ratchet will occur on any future Contract Date Anniversary after such election when the Annuity Account Value is higher than the Benefit Base, as described above. The Annual Ratchet will not be applied on a retroactive basis.

2.01(I) Excess Withdrawal

An Excess Withdrawal occurs when you withdraw more than your GAWA in any Contract Year. Once a withdrawal causes cumulative withdrawals in a Contract Year to exceed your GAWA, the portion of the amount of that withdrawal that exceeds your GAWA and all subsequent withdrawals in that Contract Year are considered Excess Withdrawals.

If you make an Excess Withdrawal, we recalculate your Benefit Base and the GAWA, as follows: 1) The Benefit Base is reduced on a pro-rata basis by an Excess Withdrawal on the date of the withdrawal. 2) The GAWA for the next Contract Year is recalculated to equal the Applicable Percentage multiplied by the reset Benefit Base.

An Excess Withdrawal that reduces your Annuity Account Value to zero terminates the Contract, including all benefits, without value.

2.01(J) Effect of your Annuity Account Value Falling to Zero

If either of the following happens while you are living and this Rider is in effect: (i) you make a withdrawal for an amount that is equal to or exceeds the Annuity Account Value but is not an Excess Withdrawal, or (ii) the Annuity Account Value falls to zero by the deduction of a Contract charge, you will receive payments equal to your GAWA, subject to the following terms and conditions: The date of any such event is the benefit transaction date for purposes of this subsection. Your GAWA will begin on the next Contract Date Anniversary following the benefit transaction date and continue on each subsequent Contract Date Anniversary for the full amount, while you or the Successor Owner [NQ: or Joint Owner, as applicable,] under a Joint Life Benefit Contract is living. For Contracts with Non-Natural Owners, the GAWA will continue while the Annuitant or the Joint Annuitant under a Joint Life Benefit Contract is living. If, on the benefit transaction date, you were taking payments through an Automatic Payment Plan, the frequency of payments after the benefit termination date is described in Section 2.02 of this Rider. If you were not taking payments through an Automatic Payment Plan, then any remaining balance of the GAWA for the Contract Year in which your Annuity Account Value was reduced to zero will be paid to you in a lump sum on the benefit transaction date and the GAWA will continue to be made for the full amount thereafter on an annual basis. As of the benefit transaction date, your Contract will be cancelled and a supplementary life annuity contract setting forth your continuing benefit will be issued to you, as further described below.

When the supplementary life annuity contract is issued, the Owner of record under this Contract on the benefit transaction date will be the Owner under the supplementary life annuity contract. The Owner will also become the Annuitant under the supplementary life annuity contract. Any Successor Owner [NQ **only**: or Joint Owner, as applicable] under this Contract will become the Joint Annuitant under the supplementary contract. If this Contract is owned by a Non-Natural Owner, the Annuitant and Joint Annuitant, if applicable, remain the same under the supplementary life annuity contract.

If you had any remaining Death Benefit as described in Section 2.04 of this Rider on the benefit transaction date, your Death Benefit will continue under the supplementary life annuity contract. The amount of any such Death Benefit will be reduced by any payments we make. The Beneficiary under this Contract will be the Beneficiary under the supplementary life annuity contract subject to your right to change the beneficiary under the supplementary contract.

2.02 Withdrawals under Automatic Payment Plans

You may elect to receive automatic payments based on any of the following frequencies: [monthly, quarterly or annually]. The frequency you elect determines the amount of the GAWA you receive on each scheduled payment date.

You may elect one of the following Automatic Payment Plans to receive your GAWA.

Maximum Payment Plan: The Maximum Payment Plan withdraws the full GAWA each Contract Year. Payments are based on the frequency you elect under this plan. Each scheduled payment is equal to your GAWA divided by the number of scheduled payments per year. Any payments that are to be made after the Annuity Account Value falls to zero, as described in this Rider, will continue on the same frequency.

Customized Payment Plan: The Customized Payment Plan withdraws a fixed amount or a fixed percentage of your GWBL Benefit Base that is not more than the GAWA. Payments are based on the amount and frequency of the payment you elect under this plan. If payments are to be made after your Annuity Account Value falls to zero while you are taking payments under the Customized Payment Plan, then any remaining balance for the GAWA for the Contract Year in which your Annuity Account Value fell to zero will be paid in a lump sum and payments equal to the GAWA will continue to be made thereafter in the same frequency as on the benefit transaction date.

[Applicable only to the Traditional IRA and QP markets]
[Lifetime Required Minimum Distributions:

When the lifetime Required Minimum Distribution (“RMD”) Rules of Section 401(a)(9) of the Code apply to your Contract, and you elect our Automatic RMD Withdrawal Service, any lifetime required minimum distribution payment we make to you under our Automatic RMD Withdrawal Service will not be treated as an Excess Withdrawal. If you elect either of our Automatic Payment Plans (the Maximum Payment Plan or the Customized Payment Plan) and our Automatic RMD Withdrawal Service, we will make a payment in addition to the GAWA if necessary to meet the lifetime required minimum distribution amount for the calendar year for this Contract. The combined Automatic Payment Plan payments and lifetime required minimum distribution payment will not be treated as Excess Withdrawals. However, if you take any lump sum withdrawals in addition to your lifetime required minimum distribution while using our Automatic RMD Withdrawal Service and Automatic Payment Plan payments, the additional lump sum may cause an Excess Withdrawal and may be subject to a Withdrawal Charge, as described in this Rider. Further, your Benefit Base and GAWA may be reduced.

If you elect our Automatic RMD Withdrawal Service and do not elect one of our Automatic Payment Plans, that is, you elect to take your GAWA in lump sum withdrawals, we will make a payment if necessary to meet the lifetime required minimum distribution amount for the calendar year for this Contract. Any lifetime required minimum distribution amount withdrawal you make under our Automatic RMD Withdrawal Service will not be treated as an Excess Withdrawal; however, any other lump sum withdrawals in the same Contract Year may be treated as Excess Withdrawals.]

2.03 Certain Changes Under Joint Life Benefit Contracts

2.03(A) Change of Successor Owner [NQ only: ,Joint Owner] or Joint Annuitant

Before a Withdrawal has been made and after the GWBL Conversion Effective Date, (i) you may change any Successor Owner [NQ only: or Joint Owner, as applicable,] named under this Contract to your current spouse, or (ii) the Joint Annuitant named under this Contract may be changed to the Annuitant’s current spouse. Any such change must be made in writing in a form we accept. The change will take effect as of the date you sign it, but, we will not be liable as to any payments we make or actions we take before we receive such change. This change may only be

made before the first withdrawal has been made after the [30th] day following the GWBL Conversion Effective Date.

2.03(B) Conversion to a Single Life Benefit Contract

- (i) Before the first withdrawal has been made after the [30th] day following the GWBL Conversion Effective Date, upon (i) the death of your spouse or (ii) your divorce, you may terminate the Successor Owner [NQ only: or Joint Owner] provision of this Contract, as applicable, by written notice satisfactory to us. Under a Contract with a Non-Natural Owner, the Joint Annuitant provisions of this Contract may be terminated by written notice satisfactory to us. Effective on the Transaction Date we receive the notice, the Guaranteed Withdrawal Benefit for Life guarantee will apply solely with respect to your life, or if you are a Non-Natural Owner, to the Annuitant's life, and we will adjust the Applicable Percentage shown in Section 2.01(G) of this GWBL Rider prospectively to the single life Applicable Percentage for Contracts of the same class as yours. The Applicable Percentage described in Section 2.01(G) of this GWBL Rider will be based on your age, or, if you are a Non-Natural Owner, the Annuitant's age. Once the Successor Owner [NQ only: Joint Owner] or Joint Annuitant provisions have been terminated, a new Successor Owner, [NQ only: Joint Owner] or Joint Annuitant may not be named.
- (ii) If a Withdrawal has been made after the [30th] day following the GWBL Conversion Effective Date, upon (i) the death of your spouse or (ii) your divorce, you may terminate the Successor Owner [NQ only: or Joint Owner] provision, as applicable, or if you are a Non-Natural Owner, the Joint Annuitant provision of this Contract. Effective on the Transaction Date we receive the notice, the Guaranteed Withdrawal Benefit for Life guarantee will apply solely with respect to your life, or, if the Contract is owned by a Non-Natural Owner, the Annuitant's life; however, we will not adjust the Applicable Percentage shown in Part 2.01(G) of this GWBL Rider to the Single Life Applicable Percentage. Your Applicable Percentage will be based solely on your age once such termination has taken place, or if you are a Non-Natural Owner, the Annuitant's age using the Joint Life Applicable Percentage. Once the Successor Owner [NQ only: Joint Owner] or Joint Annuitant provisions have been terminated, a new Successor Owner [NQ only: Joint Owner] or Joint Annuitant may not be named.

2.03(C) Contracts Split By Court Order

If required under an applicable court order relating to a divorce, we will split the Contract as near as is practicable in accordance with the Order. We will withdraw amounts from your Annuity Account Value pursuant to the applicable court order relating to the divorce and we will establish a new single benefit contract for your former spouse. You will retain your Contract, however, it will now be a Single Life Benefit Contract.

Any withdrawal made for purposes of creating a Contract for your ex-spouse will reduce your GWBL Benefit Base and is subject to the terms of Section 2.01(I). The initial GWBL Benefit Base under the Contract created for your ex-spouse will be determined by the amount withdrawn from your Contract.

- (i) If the split of the Contract, as described above, occurs before any Withdrawal has been made and after the GWBL Conversion Effective Date, the Applicable Percentage under each respective Contract will be adjusted prospectively to the single life Applicable Percentage and will be based on each respective individual's age at first withdrawal and any subsequent Annual Ratchet.
- (ii) If the split of the Contract, as described above, occurs after any Withdrawal has been made under your original Contract after the [30th] day following the GWBL Conversion Effective Date, the Joint Life Applicable Percentage will remain effective for each Contract resulting from the original Contract split. The Joint Life Applicable Percentage that was in effect at the time of the

split may increase at the time an Annual Ratchet occurs based on each respective individual's age under their respective Contract.

2.04 Effect of Death

2.04(A) Beneficiary

You give us the name of the beneficiary who is to receive any death benefit payable upon the "Last Applicable Death" under this Contract ("Beneficiary").

"Last Applicable Death" means:

For a Single Life Benefit Contract where the Owner is an individual, the Last Applicable Death is the death of the Owner. [NQ only: For a Single Life Benefit Contract with Joint Owners, the Last Applicable Death is the death of the older Joint Owner.] For a Non-Natural Owner Single Life Benefit Contract, the Last Applicable Death is the death of the Annuitant. For a Non-Natural Owner Single Life Benefit Contract with Joint Annuitants, the Last Applicable Death is the death of the older Joint Annuitant.

Notwithstanding anything to the contrary in any optional Guaranteed Minimum Death Benefit Rider you may have been issued, on or after the GWBL Conversion Effective Date, for a Joint Life Benefit Contract where the Owner is an individual, the Last Applicable Death is the death of the second to die of the Owner and the Successor Owner [NQ only: or Joint Owner, as applicable], provided that the Owner and Successor Owner [NQ only: or Joint Owner, as applicable], were married at the time of the first death. For a Non-Natural Owner Joint Life Benefit Contract, the Last Applicable Death is the death of the second to die of the Annuitant and Joint Annuitant, provided that the Annuitant and Joint Annuitant were married at the time of the first death.

For a Joint Life Benefit Contract where the Owner and Successor Owner [NQ only: or Joint Owner, as applicable], or Annuitant and Joint Annuitant, as applicable, are no longer married at the time of the first death, the Payment Upon Death Rules described below apply.

2.04(B) Payment Upon Death

Upon the Last Applicable Death before the Annuity Account Value falls to zero and before an Annuity Benefit is elected under Section 7.01, we will pay a death benefit to the Beneficiary and subject to the conditions set forth in the tables below and any applicable endorsement.

Upon the Last Applicable Death while withdrawals are being made under a supplementary contract as described in Section 2.01(J) of this Rider and while there is a remaining death benefit, we will pay a death benefit to the Beneficiary in a single sum.

The Death Benefit amount is determined by comparing the Annuity Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner, adjusted for any subsequent withdrawals. The greater amount is payable as the Death Benefit. Your Guaranteed Minimum Death Benefit as of the Contract Date continues to be applicable as of the GWBL Conversion Effective Date.

[The following text will appear for NQ Contracts only]

[2.05 Effect Of Divorce On Required Payments At Death

If in accordance with the Section 2.01(C) of this Rider, a joint life is added to this Rider on or after the GWBL Conversion Effective Date and if the Contract becomes a Joint Life Benefit Contract with joint ownership rights in the Successor Owner, the Owner and Successor Owner, or Joint Owner, as applicable, subsequently divorce, and the Contract is not split, then the following applies on the death of the first to die of the Owner or the Successor Owner or Joint Owner, as applicable, before a supplementary contract has been issued. (The following also applies at the first death of a Single Life Benefit Contract with Joint Owners Contract who are not spouses.)

1. Payments will be made to the surviving Owner or Successor Owner or Joint Owner, as applicable, not the Beneficiary. Payments will only be made to the Beneficiary if the surviving Owner or Successor Owner or Joint Owner, as applicable, also dies before the entire interest in the Contract is fully distributed.
2. As described in the Endorsement Applicable to Non-Qualified Contracts, the entire interest in the Contract must be distributed within five years after the first death, unless the surviving Owner or Successor Owner (or Joint Owner, as applicable) elects to take the alternative payments in the form of a life annuity or installment option for a period of not longer than life expectancy, beginning within one year after the first death. The surviving Owner or Successor Owner (or Joint Owner, as applicable) may elect the NQ Beneficiary Continuation Option described in your Contract.
3. If the surviving Owner or Successor Owner (or Joint Owner, as applicable) elects to take the entire interest in the Contract within five years after the first death, then he/she has the option to terminate this Rider on or after the GWBL Conversion Effective Date and the related charge on written request to us.

On the death of either the Owner or the Successor Owner (or Joint Owner, as applicable) after a supplementary contract has been issued, any payments will continue to be made pursuant to the terms of the supplementary contract to the surviving Annuitant or Joint Annuitant, not the Beneficiary. Payments will only be made to the Beneficiary if the surviving Annuitant or Joint Annuitant also dies before the entire interest in the Contract is fully distributed.

If in accordance with the Section 2.01(C) of this Rider, a joint life is added to this Rider on or after the GWBL Conversion Effective Date and if the Contract becomes a Joint Life Benefit Contract without joint ownership rights in the Successor Owner, the Owner and Successor Owner subsequently divorce, and the Contract is not split, then the following applies on the death of the Owner before a supplementary contract has been issued. If the Successor Owner is the first to die, there is no effect on the payments.

1. Payments will be made to the surviving Successor Owner, not the Beneficiary.
2. As described in the Endorsement Applicable to Non-Qualified Contracts, the entire interest in the Contract must be distributed within five years after the Owner's death, unless the surviving Successor Owner elects to take the alternative payments in the form of a life annuity or installment option for a period of not longer than life expectancy, beginning within one year after the Owner's death. The surviving Successor Owner may elect the NQ Beneficiary Continuation Option described in your Contract.
3. If the surviving Successor Owner elects to take the entire interest in the Contract within five years after the Owner's death, then he/she has the option to terminate this Rider and the related charge on written request to us.

On the death of the Owner after a supplementary contract has been issued, any payments will continue to be made pursuant to the terms of the supplementary contract.]

[The following text will appear for IRA Contracts only.]

[2.05 Effect of Divorce on Required Payments at Death:

If in accordance with the Section 2.01(C) of this Rider, a joint life is added to this Rider on or after the GWBL Conversion Effective Date and if the Owner and Successor Owner subsequently divorce, and the Contract is not split, then the following applies on the death of the Owner before a supplementary contract has been issued. On your death after a supplementary contract has been issued, any payments will continue to be made pursuant to the terms of the supplementary contract.

- A. Payments will be made to the surviving Successor Owner, not the Beneficiary, in accordance with “Minimum Distribution Rules – Required Payments After Death.” described in your Contract.
- B. The surviving Successor Owner may elect the Beneficiary Continuation Option described in your Contract.
- C. If the surviving Successor Owner elects to take distribution of the entire interest in the Contract by the end of the calendar year containing the fifth anniversary of your death, then he/she has the option after the GWBL Conversion Effective Date to terminate this Rider written request to us.

If the former spouse named as the Successor Owner is the first to die, there is no effect on the payments.]

2.06 Effect of Death on your Guaranteed Minimum Death Benefit (“GMDB”) Rider

Under a Joint Life Benefit Contract upon the older spouse’s death prior to the Contract Maturity Date, the following provisions apply if an optional Guaranteed Minimum Death Benefit Rider is issued with this Contract. For purposes of this section reference to “original Owner” means the older spouse:

- A. If the surviving spouse is age [75] or younger on the date of death of original Owner and the Owner was [85] or older at death, the GMDB will continue to grow according to its terms until the Contract Date Anniversary following the date the surviving spouse reaches age [85].
- B. If the surviving spouse is age [76] or older on the date of the Owner’s death, the optional GMDB elected by the original Owner will continue, however, we will not reinstate any rollup or ratchet feature.
- C. [If the optional GMDB continues, the GMDB rollup benefit base reset, if applicable, will no longer be in effect.]

When a Death Benefit becomes payable under certain circumstances described in your [Market Segment] Endorsement, an election may be made to instead continue the Contract under Spousal Continuation or our Beneficiary Continuation Option (“BCO”). The availability of Spousal Continuation and BCO is described in the following charts, subject to all terms and conditions of the applicable Endorsement. These charts also describe the succession of [NQ only: Joint Owner and] Successor Owner under Joint Life Benefit Contracts owned by an individual and Joint Annuitant under Joint Life Benefit Contracts owned by a Non-Natural Owner.

If death occurs before the Annuity Account Value falls to zero and before an Annuity Benefit is elected:

Effect of Death on a Single Life Contract:

<i>If the deceased is the</i>	<i>And</i>	<i>And</i>	<i>Then</i>
1. Owner	Is also the Annuitant or Joint Annuitant, if applicable	The Beneficiary is the surviving spouse	Guaranteed Withdrawal Benefit for Life ends and Death Benefit is payable; Spouse may elect Spousal Continuation or BCO without the Guaranteed Withdrawal Benefit for Life.
2. Owner	Is also the Annuitant or Joint Annuitant, if applicable	The Beneficiary is <i>not</i> the surviving spouse	Guaranteed Withdrawal Benefit for Life ends and Death Benefit is payable; the beneficiary may elect BCO without the Guaranteed Withdrawal Benefit for Life.
3. Owner	Annuitant or Joint Annuitant, if applicable, is living	Beneficiary is spouse	Guaranteed Withdrawal Benefit for Life ends and Death Benefit is payable; the beneficiary may elect Spousal Continuation or BCO without the Guaranteed Withdrawal Benefit for Life.
4. Owner	Annuitant or Joint Annuitant, if applicable, is living	Beneficiary is non-spouse	Guaranteed Withdrawal Benefit for Life ends and Death Benefit is payable; the beneficiary may elect BCO without the Guaranteed Withdrawal Benefit for Life.

5. Annuitant (under a single Annuitant Contract)	The Owner is living		The Owner becomes the new Annuitant and the Contract and Guaranteed Withdrawal Benefit for Life continue. Death Benefit is not payable until the death of the Owner.
6. First to die of the Annuitant and Joint Annuitant	The Owner is living		The Contract and Guaranteed Withdrawal Benefit for Life continue with a single Annuitant. Death Benefit is not payable until the death of the Owner.
7. Second to die of the Annuitant and Joint Annuitant	The Owner is living		The Owner becomes the new Annuitant and the Contract and Guaranteed Withdrawal Benefit for Life continue. Death Benefit is not payable until the death of the Owner.
8. Annuitant	Owner is Non-Natural	Beneficiary is the spouse of the annuitant	Guaranteed Withdrawal Benefit for Life ends and Death Benefit is payable; Spouse may elect Spousal Continuation or BCO and continue the Contract without the Guaranteed Withdrawal Benefit for Life.
9. Annuitant	Owner is Non-Natural	Beneficiary is <i>not</i> the spouse of the annuitant	Guaranteed Withdrawal Benefit for Life ends and Death Benefit is payable; beneficiary, if eligible, may elect BCO without the Guaranteed Withdrawal Benefit for Life.
10. [Older Joint Owner]	[The younger Owner is living]		Guaranteed Withdrawal Benefit for Life ends and Death Benefit is payable; spousal surviving Joint Owner may elect Spousal Continuation or BCO without the Guaranteed Withdrawal Benefit for Life. If the Joint Owners are not spouses, only BCO without the GWBL may be elected or in accordance with the Section

			2.04(B) of this Rider and the Endorsement Applicable to Non-Qualified Contracts, amounts must be distributed from the Contract as provided under the “One Year and Five Year Rule.
11. [Younger Joint Owner]	Older Owner is living	Owners are spouses.	The Contract and Guaranteed Withdrawal Benefit for Life continue with a single Owner. Death Benefit is not payable until the death of the older Owner.
12. [Younger Joint Owner]	Older Owner is living.	Owners are not spouses.	In accordance with the Endorsement Applicable to Non-Qualified Contracts, amounts must be distributed from the Contract as provided under the “One Year and Five Year Rule”; BCO without the Guaranteed Withdrawal Benefit for Life is available as well.
13. Older Joint Annuitant	The younger Annuitant is living	Owner is Non-Natural	Guaranteed Withdrawal Benefit for Life ends and Death Benefit is payable; Spouse may elect Spousal Continuation or BCO without the Guaranteed Withdrawal Benefit for Life.
14. Younger Joint Annuitant	Older Annuitant is living	Owner is Non-Natural	The Contract and Guaranteed Withdrawal Benefit for Life continue with a single Annuitant. Death Benefit is not payable until the death of the older Annuitant.

[NQ only] [For purposes of the following table, the term “Joint Owner” may be substituted with the term “Successor Owner” as the Effect of Death on these parties to the Contract is the same.]

Effect of Death on a Joint Life Contract:			
<i>If the deceased is the</i>	<i>And</i>	<i>And</i>	<i>Then</i>
1. Owner	Is also the Annuitant	The Successor Owner is living	The Successor Owner becomes the sole Owner and the new Annuitant. The Contract and Guaranteed Withdrawal Benefit for Life continue. Death Benefit is not payable until the death of the Successor Owner. <ul style="list-style-type: none"> ▪ If a withdrawal has already been taken, after [30 days] following the GWBL Conversion Effective Date, the Contract continues with the Joint Life Applicable Percentage (based on the Successor Owner’s age) and with withdrawals over the Successor Owner’s life only. ▪ If no withdrawals have been taken, after [30 days] following the GWBL Conversion Effective Date, the Applicable Percentage will be adjusted to a Single Life Applicable Percentage prospectively.
2. Owner	The Annuitant is living	The Successor Owner is also living	The Successor Owner becomes the sole Owner. The Contract and Guaranteed Withdrawal Benefit for Life continue. Death

Effect of Death on a Joint Life Contract:

<i>If the deceased is the</i>	<i>And</i>	<i>And</i>	<i>Then</i>
			<p>Benefit is not payable until the death of the Successor Owner.</p> <ul style="list-style-type: none"> ▪ If a withdrawal has already been taken, after [30 days] following the GWBL Conversion Effective Date, the Contract continues with the Joint Life Applicable Percentage (based on the Successor Owner's age) and with withdrawals over the Successor Owner's life only. ▪ If no withdrawals have been taken, after [30 days] following the GWBL Conversion Effective Date, the Applicable Percentage will be adjusted to a Single Life Applicable Percentage prospectively.
3. Owner	The Successor Owner is also dead	The Annuitant is living	The Guaranteed Withdrawal Benefit for Life ends and Death Benefit is payable; the Beneficiary may elect BCO without the Guaranteed Withdrawal Benefit for Life. If the Beneficiary is the new spouse of the second to die, then Spousal Continuation may be elected.
4. Successor Owner	The Owner is living	The Annuitant is living	<ul style="list-style-type: none"> ▪ The Guaranteed Withdrawal Benefit for Life continues. ▪ If a withdrawal has already been taken, after [30 days] following the GWBL Conversion Effective Date, the Contract continues with the Joint Life Applicable Percentage based on the Owner's age, and with withdrawals over the Owner's life only. ▪ If no withdrawals have been taken, after [30 days] following the GWBL Conversion Effective Date: <ul style="list-style-type: none"> ➢ The owner may name a new spouse as Successor Owner; Applicable Percentage will be based on the age of the younger spouse as of the GWBL Conversion Effective Date. ➢ The Owner may also choose to continue the Contract as a Single Life. The Applicable Percentage will be adjusted to a Single Life Percentage prospectively.
5. Annuitant (under a single Annuitant Contract)	Owner is living	Successor Owner is also living	The Guaranteed Withdrawal Benefit for Life continues. The Owner becomes the new Annuitant and the Contract and Guaranteed Withdrawal Benefit for Life continue. The Death Benefit is not paid until the death of both the Owner and the Successor Owner.

Effect of Death on a Joint Life Contract:

<i>If the deceased is the</i>	<i>And</i>	<i>And</i>	<i>Then</i>
6. First to die of Annuitant and Joint Annuitant	Owner is living	Successor Owner is also living	The Contract and Guaranteed Withdrawal Benefit for Life continue with a single Annuitant. The Death Benefit is not paid until the death of both the Owner and the Successor Owner.
7. Second to die of Annuitant and Joint Annuitant	Owner is living	Successor Owner is also living	The Guaranteed Withdrawal Benefit for Life continues. The Owner becomes the new Annuitant and the Contract and Guaranteed Withdrawal Benefit for Life continue. The Death Benefit is not paid until the death of both the Owner and the Successor Owner.
8. Annuitant (under a single Annuitant Contract)	Owner also dies	Successor Owner is living	The Successor Owner becomes the sole Owner and the new Annuitant. The Contract and Guaranteed Withdrawal Benefit for Life continue. The Death Benefit is not payable until the death of the Successor Owner. <ul style="list-style-type: none"> ▪ If a withdrawal has already been taken, after [30 days] following the GWBL Conversion Effective Date, the Contract continues with the Joint Life Applicable Percentage (based on the Successor Owner's age) and with withdrawals over the Successor Owner's life only. ▪ If no withdrawals have been taken, after [30 days] following the GWBL Conversion Effective Date, the Applicable Percentage will be adjusted to a single life Applicable Percentage, prospectively.
9. First to die of Annuitant and Joint Annuitant	Owner also dies	Successor Owner is living	The Successor Owner becomes the sole Owner. The Contract and Guaranteed Withdrawal Benefit for Life continue with a single Annuitant. The Death Benefit is not payable until the death of the Successor Owner. <ul style="list-style-type: none"> ▪ If a Withdrawal has already been taken, after [30 days] following the GWBL Conversion Effective Date, the Contract continues with the Joint Life Applicable Percentage (based on the Successor Owner's age) and with withdrawals over the Successor Owner's life only. ▪ If no Withdrawals have been taken, after [30 days] following the GWBL Conversion Effective Date, the Applicable Percentage will be adjusted to a Single Life Applicable Percentage, prospectively.
10. Second to die of Annuitant and Joint Annuitant	Owner also dies	Successor Owner is living	The Successor Owner becomes the sole Owner and the new Annuitant. The Contract and Guaranteed Withdrawal Benefit for Life

Effect of Death on a Joint Life Contract:

<i>If the deceased is the</i>	<i>And</i>	<i>And</i>	<i>Then</i>
			<p>continue. The Death Benefit is not payable until the death of the Successor Owner.</p> <ul style="list-style-type: none"> ▪ If a withdrawal has already been taken, after [30 days] following the GWBL Conversion Effective Date, the Contract continues with the Joint Life Applicable Percentage (based on the Successor Owner's age) and with withdrawals over the Successor Owner's life only. • If no Withdrawals have been taken, after [30 days] following the GWBL Conversion Effective Date, the Applicable Percentage will be adjusted to a Single Life Applicable Percentage, prospectively.

11. Annuitant	Owner is Non-Natural	Joint Annuitant is living	<p>The Guaranteed Withdrawal Benefit for Life continues. The Joint Annuitant becomes the sole Annuitant and Contract continues. The Death Benefit is not paid until the death of the second Annuitant.</p> <ul style="list-style-type: none"> ▪ If a withdrawal has already been taken, after [30 days] following the GWBL Conversion Effective Date, the Contract continues with the Joint Life Applicable Percentage (based on the Successor Owner's age) and with withdrawals over the remaining Joint Annuitant's life only. • If no withdrawals have been taken, after [30 days] following the GWBL Conversion Effective Date, the Applicable Percentage will be adjusted to a Single Life Applicable Percentage, prospectively.
12. Both Joint Annuitants	Owner is Non-Natural		<p>The Guaranteed Withdrawal Benefit for Life ends and Death Benefit is payable; the Beneficiary, if eligible, may elect BCO without the Guaranteed Withdrawal Benefit for Life.</p>

If death occurs while the Guaranteed Withdrawal Benefit for Life is being paid after the Annuity Account Value falls to zero (see Section 2.01(J) of this Rider):

Effect of Death on a Single Life Supplementary life annuity contract:

<i>If the deceased is the</i>	<i>And</i>	<i>Then</i>
1. Owner/Annuitant		Any remaining Death Benefit will be paid to the Beneficiary in a single sum and the Contract ends.

2. Annuitant	Owner is Non-Natural	Any remaining Death Benefit will be paid to the Beneficiary in a single sum and the Contract ends.
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Effect of Death on a Joint Life Supplementary life annuity contract:		
<i>If the deceased is the</i>	<i>And</i>	<i>Then</i>
1. Owner/Annuitant	The Joint Annuitant is living	<ul style="list-style-type: none"> ▪ The Joint Annuitant becomes the sole Owner. Payments continue to the Joint Annuitant until his/her death. ▪ If the Joint Annuitant then dies, any remaining Death Benefit will be paid to the Beneficiary in a single sum and the Contract ends.
2. Joint Annuitant	The Owner/Annuitant is living	<ul style="list-style-type: none"> ▪ Contract continues with payments made to the Owner/Annuitant. ▪ If the Owner/Annuitant then dies, any remaining Death Benefit will be paid to the Beneficiary in a single sum and the Contract ends.
3. Owner/Annuitant	The Joint Annuitant also dies	<ul style="list-style-type: none"> ▪ Any remaining Death Benefit will be paid to the Beneficiary in a single sum and the Contract ends.
4. Annuitant	Owner is Non-Natural and the Joint Annuitant is living	<ul style="list-style-type: none"> ▪ The Joint Annuitant becomes the sole Annuitant and payments continue to the Non-Natural Owner until the surviving Joint Annuitant's death. ▪ If the Joint Annuitant then dies, any remaining Death Benefit will be paid to the Beneficiary in a single sum and the Contract ends.
5. Both Joint Annuitants	Owner is Non-Natural	<ul style="list-style-type: none"> ▪ Any remaining Death Benefit will be paid to the beneficiary in a single sum and the Contract ends.
6. Owner/Annuitant (under a Contract split after divorce)	The Joint Annuitant is living	<ul style="list-style-type: none"> ▪ The Beneficiary becomes the Owner of the Contract for purposes of receiving payments. Payments the deceased had been receiving will now be made to the Beneficiary until the death of the Joint Annuitant. ▪ When the Joint Annuitant then dies, any remaining Death Benefit will be paid to the Beneficiary in a single sum and the Contract ends.
7. Joint Annuitant (under a Contract split after divorce)	Owner/Annuitant is living	<ul style="list-style-type: none"> ▪ Contract continues with payments made to the Owner/Annuitant. ▪ When the Owner/Annuitant then dies, any remaining Death Benefit will be paid to the Beneficiary in a single sum and the Contract ends.

If you have elected an Annuity Benefit under Part VII of the Contract and the Annuitant under that Benefit dies, the terms and conditions of the applicable Benefit apply.

PART III – ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO THIS RIDER

3.01 Maturity Date Options under this Rider

The following provision is added to the Maturity Date Section of your Data Pages and becomes effective on or after the GWBL Conversion Effective Date unless GWBL is otherwise terminated prior to the Maturity Date.

If you elect a life only form of Annuity Benefit, as set forth in Part VII of the Contract, we will provide annual periodic payments that are not less than the GAWA as of the Maturity Date while you (and any Joint Owner if applicable) are living. If you fail to elect an option within [30] days following your Maturity Date, we will issue to you an Annuity Benefit under which payments will not be less than the amount described in the previous sentence. The annuity payout will be the higher of: (1) the GAWA and (2) the amount that you would have received if the Annuity Account Value had been applied to a life annuity using either (a) the guaranteed annuity rates specified in Part VII of the Contract, or (b) the applicable current individual annuity rates as of the Contract Date Anniversary, applying the rate that provides a greater benefit to the payee. Any death benefit you have under the Contract will no longer be in effect. You will not be permitted to make any additional withdrawals.

3.02 The Cost of this Rider

[If GMIB I is elected]

[Guaranteed Minimum Income Benefit: The current charge for this benefit is [0.90%] of the GMIB Benefit Base and [0.90%] of the GWBL Benefit Base after the GWBL Conversion Effective Date. The maximum charge upon reset of the Rollup Benefit Base benefit is [1.20%] of the Rider's Benefit Base. On and after the GWBL Conversion Effective Date the charge for this Rider may increase upon an Annual Ratchet as described in Section 2.01(H) of this Rider, but will never exceed the maximum shown here.]

We will determine and, deduct the above charge(s) annually from your Annuity Account Value on each Contract Date Anniversary for which the benefit is in effect. We will deduct the above charges for the portion of any Contract Year in which this benefit is terminated pursuant to Section 3.03 of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special [Money Market] Dollar Cost Averaging.

3.03 Termination Of This GMIB with GWBL Rider

This Rider may be terminated on either an automatic or voluntary basis as described in the following paragraphs.

3.03(A) Automatic Termination of this Rider:

Prior to the GWBL Conversion Effective Date, this Rider will terminate automatically if: (i) the Contract terminates because the Annuity Account Value has fallen to zero and the No Lapse Guarantee described in this rider is not applicable, or (ii) you elect to terminate this Rider.

This Rider will terminate automatically if an Excess Withdrawal reduces your Annuity Account Value to zero.

Also, this Rider will automatically terminate if (i) the Contract is continued under the Beneficiary Continuation Option, if applicable, or (ii) amounts under the Contract are applied to an annuity benefit including exercise of GMIB, or (iii) except as provided below, you change the Owner of the Contract, or (iv) you make an assignment of this Contract, or (v) termination is required by an endorsement to your Contract, or (vi) the Contract terminates.

In accordance with clauses (iii) and (iv) in the immediately preceding paragraph, this Rider will not terminate if either of the following occurs:

1. a Contract owned by a Non-natural Owner, if the Owner is changed to an individual, this Rider will not terminate and its benefits will continue to be determined by the Annuitant, or Joint Annuitant, as applicable, at the time of ownership change.
2. a Contract owned by an individual, if the Owner is changed to a trust and the beneficial owner(s) remains the former Owner or his or her family members, this Rider will not terminate and its benefits continue to be determined by the original Owner. Family member means members of the immediate family and other relatives. Immediate family means spouse, domestic partner, civil union partner, parent, child, adopted child, step child, brother and sister. Other relatives means grandparent, grandchildren, aunt, uncle, niece, nephew, and in-laws.

3.03(B) Voluntary Termination of this Rider:

[The following text applies to Accumulator Series B, CP and L]

[You may terminate this Rider voluntarily provided that all Withdrawal Charges have expired under your Contract.]

[The following text applies to Accumulator Series C]

[You may terminate this Rider voluntarily upon completion of [four] Contract Years under the Contract.]

In accordance with Section 1.05 you may terminate this Rider voluntarily on the Last GMIB Exercise Date or [30 days] thereafter.]

Effect of Termination of this Rider on your Guaranteed Death Benefit

[Contracts issued with the “Greater of” GMDB Rider]

[Upon termination of this Rider prior to the Last GMIB Exercise Date, your “Greater of” GMDB Rider will automatically terminate. Your GMDB under the Contract will then be re-characterized as a “Return of Principal” GMDB as described in Section 6.02 of the Contract, as if that death benefit was applicable with this Contract as of the Contract Date.]

Upon termination of this Rider on the Last GMIB Exercise Date, or [30 days thereafter], your “Greater of” GMDB remains in effect and withdrawals reduce your GMDB Benefit Base as described in Section 1.02 of that Rider.]

[Contracts issued with the “Highest Anniversary Value (HAV)” GMDB Rider]

[Upon termination of this Rider prior to the Last GMIB Exercise Date, your HAV GMDB Rider will remain in effect, however, withdrawals will reduce your GMDB on a pro-rata basis beginning as of the Transaction Date you terminate your GMIB Rider.]

Upon termination of this Rider on the Last GMIB Exercise Date, or [30 days thereafter], your HAV GMDB is retained and withdrawals reduce your GMDB Benefit Base as described in Part III of that Rider.]

Upon termination of this Rider, the Last Applicable Death under this Contract becomes the older of the Owner and Successor Owner [NQ only: or Joint Owner, as applicable]. For Contracts with a Non Natural Owner, the Last Applicable Death becomes the older of the Annuitant and Joint Annuitant.

The Successor Owner [NQ: or Joint Owner, as applicable,] supersedes the Beneficiary for purposes of the Death Benefit provision under the Contract. Payment of the Death Benefit will be made to the surviving Owner or Successor Owner [NQ: or Joint Owner, as applicable,], not the Beneficiary. Payment of the Death Benefit will only be made to the Beneficiary if the surviving Owner or Successor Owner [NQ: or Joint Owner, as applicable,] also dies before the entire interest in the Contract is fully distributed. For Contracts with Non-Natural Owners, payment of the Death Benefit will be made to the surviving Annuitant or Joint Annuitant, not the Beneficiary. Payment of the Death Benefit will only be made to the Beneficiary if the surviving Annuitant or Joint Annuitant also dies before the entire interest in the Contract is fully distributed.

Upon the termination of this Rider, the charge for the Benefit, as shown in Section 3.02 of this Rider, ends.

3.04 Endorsements Applicable to this GMIB with GWBL Rider

[This GMIB with GWBL Rider is subject to the transfer rules described in the Endorsement Applicable to Asset Transfer Program Endorsement.]

[Amounts allocated to your Contract when this Rider is elected are subject to the terms and conditions of the Endorsement Applicable to Investment Options, as described therein.]

3.05 Reports and Notices

At least once each year until the Maturity Date, we will send you a report showing, as applicable: the GMIB Benefit Base and the related AWA or the GWBL Benefit Base and the related GAWA described in this Rider.

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.

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

[



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

[



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

Attachment A

**Guaranteed Minimum Income Benefit Table of Guaranteed Annuity
Purchase Factors For Initial Level Annual Income
Annual Rates Based on the Application of \$100
Purchase Factors**

<u>Election Age</u>	<u>Life Annuity</u>	
	Male	Female
[60	3.11	2.93
61	3.17	2.98
62	3.23	3.04
63	3.30	3.10
64	3.37	3.16
65	3.44	3.23
66	3.52	3.30
67	3.60	3.37
68	3.68	3.44
69	3.77	3.52
70	3.86	3.60
71	3.96	3.69
72	4.06	3.78
73	4.16	3.88
74	4.27	3.98
75	4.39	4.09
76	4.51	4.20
77	4.63	4.32
78	4.77	4.44
79	4.91	4.57
80	5.05	4.71
81	5.21	4.86
82	5.37	5.01
83	5.54	5.18
84	5.72	5.35
85	5.91	5.53

Other forms of annuities may be available. The amount of income provided under an Annuity Benefit payable on the Life Annuity Form is based on 1.00% interest and mortality equal to 46% for males and 48% for females of the Annuity 2000 Mortality Table projected at 1.15% for males and 1.35% for females for a number of years equal to attained age minus 20, but not less than 30.]

TABLE OF GUARANTEED ANNUITY PAYMENTS

**Amount of Annuity Benefit payable monthly on the Life Annuity Form
with Ten* Years Certain provided by application of \$1,000.**

<u>Ages</u>	<u>Monthly Income</u>		<u>Ages</u>	<u>Monthly Income</u>	
	<u>Male</u>	<u>Female</u>		<u>Male</u>	<u>Female</u>
60	2.54	2.40	78	3.79	3.57
61	2.59	2.45	79	3.89	3.67
62	2.64	2.49	80	3.99	3.77
63	2.69	2.54	81	4.12	3.89
64	2.75	2.59	82	4.26	4.02
65	2.80	2.64	83	4.41	4.16
66	2.86	2.69	84	4.57	4.30
67	2.92	2.75	85	4.74	4.46
68	2.99	2.81	86	4.91	4.62
69	3.06	2.87	87	5.09	4.79
70	3.12	2.94	88	5.28	4.97
71	3.20	3.00	89	5.48	5.15
72	3.27	3.07	90	5.68	5.34
73	3.35	3.15	91	5.89	5.54
74	3.43	3.22	92	6.11	5.75
75	3.52	3.31	93	6.35	5.97
76	3.60	3.39	94	6.60	6.21
77	3.69	3.48	95	6.88	6.47

* At age 80 and over the rates are adjusted so that the certain period does not exceed life expectancy. See Data Pages for Period Certain tables for ages 80 and older.

The amount of income provided under an Annuity Benefit payable on the Life Annuity Form with Ten Years Certain is based on 1.00% interest and mortality equal to 46% for males and 48% for females of the Annuity 2000 Mortality Table projected at 1.15% for males and 1.35% for females for a number of years equal to attained age minus 20, but not less than 30.

Amounts required for ages or for annuity forms not shown in the above Table or for other annuity forms will be calculated by us on the same actuarial basis.

If a variable annuity form is available from us and elected pursuant to Section 7.01, then the amounts required will be calculated by us based on the 1983 Individual Annuity Mortality Table “a” projected with modified Scale “G” and a modified two year age setback and on an Assumed Base Rate of Net Investment Return of 5.0%.

TABLE OF GUARANTEED ANNUITY PAYMENTS
Amount of Annuity Benefit payable monthly on the Life Annuity Form
with Ten* Years Certain provided by application of \$1,000.

Monthly Income		Monthly Income	
<u>Ages</u>	<u>Unisex</u>	<u>Ages</u>	<u>Unisex</u>
60	2.43	78	3.67
61	2.48	79	3.78
62	2.53	80	3.89
63	2.58	81	4.01
64	2.63	82	4.13
65	2.68	83	4.26
66	2.74	84	4.40
67	2.80	85	4.55
68	2.86	86	4.70
69	2.92	87	4.86
70	2.99	88	5.03
71	3.06	89	5.21
72	3.14	90	5.40
73	3.21	91	5.60
74	3.30	92	5.81
75	3.38	93	6.04
76	3.47	94	6.28
77	3.57	95	6.54

*At age 80 and over, the rates are adjusted so that the certain period does not exceed life expectancy. See Data Pages for Period Certain tables for ages 80 and older.

Amount of Annuity Benefit payable monthly on the Joint and Survivor Life Annuity form (with 100% of the amount of the Annuitant's payment continued to the Annuitant's spouse) provided by an application of \$1,000.

Age	60	61	62	63	64	65	66	67	68	69	70
60	2.14	2.15	2.17	2.19	2.20	2.21	2.23	2.24	2.25	2.26	2.28
61		2.17	2.19	2.21	2.22	2.24	2.25	2.26	2.28	2.29	2.30
62			2.21	2.23	2.24	2.26	2.27	2.29	2.30	2.32	2.33
63				2.24	2.26	2.28	2.30	2.31	2.33	2.34	2.36
64					2.28	2.30	2.32	2.34	2.35	2.37	2.39
65						2.32	2.34	2.36	2.38	2.40	2.41
66							2.36	2.38	2.40	2.42	2.44
67								2.41	2.43	2.45	2.47
68									2.45	2.47	2.50
69										2.50	2.52
70											2.55

The amount of income provided under an Annuity Benefit payable on the Life Annuity Form with Ten Years Certain or Joint and Survivor Life Annuity Form is based on 1.00% interest and mortality equal to 46% for males and 48% for females of the Annuity 2000 Mortality Table projected at 1.15% for males and 1.35% for females for a number of years equal to attained age minus 20, but not less than 30 adjusted to a unisex basis, reflecting a 20%-80% split of males and females at pivotal age 55. Amounts required for ages or for annuity forms not shown in the above Tables or for other annuity forms will be calculated by us on the same actuarial basis.

TABLE OF GUARANTEED ANNUITY PAYMENTS

**Amount of Annuity Benefit payable monthly on the Life Annuity Form
with Ten* Years Certain provided by application of \$1,000.**

<u>Ages</u>	<u>Monthly Income</u>		<u>Ages</u>	<u>Monthly Income</u>	
	<u>Male</u>	<u>Female</u>		<u>Male</u>	<u>Female</u>
60	2.67	2.53	78	3.92	3.70
61	2.72	2.57	79	4.02	3.79
62	2.77	2.62	80	4.12	3.89
63	2.82	2.67	81	4.25	4.02
64	2.88	2.72	82	4.39	4.15
65	2.93	2.77	83	4.54	4.29
66	2.99	2.82	84	4.70	4.43
67	3.05	2.88	85	4.87	4.59
68	3.12	2.94	86	5.04	4.75
69	3.18	3.00	87	5.23	4.92
70	3.25	3.06	88	5.42	5.10
71	3.33	3.13	89	5.61	5.29
72	3.40	3.20	90	5.81	5.48
73	3.48	3.27	91	6.02	5.67
74	3.56	3.35	92	6.25	5.88
75	3.64	3.43	93	6.48	6.11
76	3.73	3.52	94	6.74	6.34
77	3.82	3.61	95	7.02	6.60

* At age 80 and over the rates are adjusted so that the certain period does not exceed life expectancy. See Data Pages for Period Certain tables for ages 80 and older.

The amount of income provided under an Annuity Benefit payable on the Life Annuity Form with Ten Years Certain is based on 1.25% interest and mortality equal to 46% for males and 48% for females of the Annuity 2000 Mortality Table projected at 1.15% for males and 1.35% for females for a number of years equal to attained age minus 20, but not less than 30.

Amounts required for ages or for annuity forms not shown in the above Table or for other annuity forms will be calculated by us on the same actuarial basis.

If a variable annuity form is available from us and elected pursuant to Section 7.01, then the amounts required will be calculated by us based on the 1983 Individual Annuity Mortality Table “a” projected with modified Scale “G” and a modified two year age setback and on an Assumed Base Rate of Net Investment Return of 5.0%.

TABLE OF GUARANTEED ANNUITY PAYMENTS
Amount of Annuity Benefit payable monthly on the Life Annuity Form
with Ten* Years Certain provided by application of \$1,000.

Monthly Income		Monthly Income	
<u>Ages</u>	<u>Unisex</u>	<u>Ages</u>	<u>Unisex</u>
60	2.56	78	3.74
61	2.60	79	3.84
62	2.65	80	3.94
63	2.70	81	4.06
64	2.75	82	4.19
65	2.80	83	4.33
66	2.85	84	4.48
67	2.91	85	4.64
68	2.97	86	4.80
69	3.03	87	4.98
70	3.10	88	5.16
71	3.17	89	5.34
72	3.24	90	5.54
73	3.31	91	5.74
74	3.39	92	5.95
75	3.47	93	6.17
76	3.56	94	6.41
77	3.65	95	6.67

*At age 80 and over, the rates are adjusted so that the certain period does not exceed life expectancy. See Data Pages for Period Certain tables for ages 80 and older.

Amount of Annuity Benefit payable monthly on the Joint and Survivor Life Annuity form (with 100% of the amount of the Annuitant's payment continued to the Annuitant's spouse) provided by an application of \$1,000.

Age	60	61	62	63	64	65	66	67	68	69	70
60	2.26	2.28	2.29	2.31	2.32	2.34	2.35	2.36	2.38	2.39	2.40
61		2.30	2.31	2.33	2.34	2.36	2.37	2.39	2.40	2.41	2.43
62			2.33	2.35	2.37	2.38	2.40	2.41	2.43	2.44	2.45
63				2.37	2.39	2.40	2.42	2.44	2.45	2.47	2.48
64					2.41	2.42	2.44	2.46	2.48	2.49	2.51
65						2.45	2.46	2.48	2.50	2.52	2.54
66							2.49	2.51	2.53	2.55	2.56
67								2.53	2.55	2.57	2.59
68									2.57	2.60	2.62
69										2.62	2.64
70											2.67

The amount of income provided under an Annuity Benefit payable on the Life Annuity Form with Ten Years Certain or Joint and Survivor Life Annuity Form is based on 1.25% interest and mortality equal to 46% for males and 48% for females of the Annuity 2000 Mortality Table projected at 1.15% for males and 1.35% for females for a number of years equal to attained age minus 20, but not less than 30 adjusted to a unisex basis, reflecting a 20%-80% split of males and females at pivotal age 55. Amounts required for ages or for annuity forms not shown in the above Tables or for other annuity forms will be calculated by us on the same actuarial basis.

**ACCUMULATOR®
ALL SERIES**

**Application for an Individual
Annuity**

Please make checks payable to:
AXA Equitable
First-Class Mail:
AXA Equitable
Retirement Service Solutions
P.O. Box 1577
Secaucus, NJ 07096-1577



AXA EQUITABLE

Express Mail:
AXA Equitable
Retirement Service Solutions
500 Plaza Drive, 6th Floor
Secaucus, NJ 07094-3619

For Assistance, please call 800-338-3434
www.axa-equitable.com
AXA Advisors, LLC

CONTRACT SPECIFICS

1. Contract Series and Type

A. Choose a Contract Series:

- Series availability varies and is subject to state approval.

Series B **Series L** **Series CP®** **Series C**

B. Choose a Contract Type.

Available for All Series

- Non-Qualified
- Traditional IRA
- Roth IRA

NOT available for all Series.

- Qualified Plan Defined Contribution (DC) **(Not available for Series C)**
- Qualified Plan Defined Benefit (DB) **(Not available for Series C)**
- Inherited IRA BCO¹ (Direct Transfer of Decedent IRA) **(Not available for Series CP®)**
- Inherited Roth IRA BCO¹ (Direct Transfer of Decedent Roth IRA) **(Not available for Series CP®)**
- Non-Spousal Beneficiary QP Direct Rollover to an Inherited IRA BCO¹ **(Not available for Series CP®)**
- Non-Spousal Beneficiary QP Direct Rollover to an Inherited Roth IRA BCO¹ **(Not available for Series CP®)**

C. Total Initial Contribution(s): \$ _____

Series CP® only: Expected First Twelve Months Contribution(s): \$ _____

The Amount entered determines the Series CP® Credit Percentage and assumes multiple Contributions will be made (see Section 13).

Specify Method(s) of Payment:

- Check or Wire
- 1035 Exchange (from Single Owner Contract, NQ only)
- 1035 Exchange (from Joint Owner Contract, NQ only)
- CD or Mutual Fund Proceeds (NQ only)
- Direct Transfer (IRA or Roth)
- Rollover from eligible retirement plan (IRA or Roth)
- IRA Regular Contribution for the year 20____ (IRA or Roth)²
- Direct Rollover (Non-Spousal Beneficiary QP to Inherited IRA only)¹ **(Not available for Series CP®)**
- Direct Rollover (Non-Spousal Beneficiary QP to an Inherited Roth IRA)¹ **(Not available for Series CP®)**

¹ GMIB is not available.

² Available for Series B only.

AXA Equitable Life Insurance Company

Home Office: 1290 Avenue of the Americas, New York, NY 10104



X03685_shared_variation
AXA Advisors, LLC

Cat. No. 149125 All Series
Page 1 of 9

2. Account Registration (Please print)

A. Owner (Must be legal resident of US.)

- Individual Trust Qualified Plan Trust (DC/DB)¹ UGMA/UTMA (State _____ Child's SSN _____)
 Other Non-Natural Owner Beneficiary of Deceased IRA Owner²
 Non-Spousal Beneficiary of Deceased QP Participant²
 Male Female **Date of Birth (mm/dd/yyyy)** _____ Daytime Phone # _____

Name (First) (Middle Initial) (Last) _____ Taxpayer Identification Number (Please check one.) SSN EIN ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted _____ City _____ State _____ ZIP Code _____

If your Mailing Address is different from the Primary Residential Address above, please provide your Mailing Address in Section 4.

Email Address _____

¹ Not available for Series C. ² Not available for Series CP®.

Patriot Act Information!

1. Are you a US Citizen? (If "Yes" proceed to question 3.) Yes No
2. If you are not a US citizen do you hold a valid US visa, which under the US Patriot Act permits you to purchase this annuity? Yes No

US Visa Category (The following categories are NOT permitted: B, C, D, F, J, M, Q, TWOV.) _____

3. Your Occupation _____ 4. Your Employer _____

Owner Form of Identification (Please check one.) Valid Driver's License Passport State Issued ID

Identification Number _____ Exp. Date _____

¹The annuitant must complete this section if the owner is not an individual.

B. Joint Owner (Must be legal resident of US.)

- The individual designated below is the Joint Owner.
- Male Female **Date of Birth (mm/dd/yyyy)** _____

Name (First) (Middle Initial) (Last) _____ Taxpayer Identification Number (Please check one.) SSN ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted _____ City _____ State _____ ZIP Code _____

Email Address _____

Joint Owner Form of Identification (Please check one.) Valid Driver's License Passport State Issued ID

Identification Number _____ Exp. Date _____

C. Annuitant (If other than Owner.)¹

Male Female **Date of Birth (mm/dd/yyyy)** _____

Name (First) (Middle Initial) (Last) Taxpayer Identification Number (Please check one.) SSN ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted City State ZIP Code

¹Annuitant must complete the Patriot Act Information section if the owner is NOT an individual.

D. Joint Annuitant

• For NQ 1035 Exchange Contracts that are Joint Annuitants who are spouses.

Male Female **Date of Birth (mm/dd/yyyy)** _____

Name (First) (Middle Initial) (Last) Taxpayer Identification Number (Please check one.) SSN ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted City State ZIP Code

3. Beneficiary(ies) (Please use Special Instructions for Additional Beneficiaries.)

Unless otherwise indicated, proceeds will be divided equally.

A. Primary

1. _____	_____ %	_____	_____
Primary Beneficiary Name		Relationship to Owner	Date of Birth (optional)
2. _____	_____ %	_____	_____
Primary Beneficiary Name		Relationship to Owner	Date of Birth (optional)
3. _____	_____ %	_____	_____
Primary Beneficiary Name		Relationship to Owner	Date of Birth (optional)

B. Contingent

1. _____	_____ %	_____	_____
Contingent Beneficiary Name		Relationship to Owner	Date of Birth (optional)
2. _____	_____ %	_____	_____
Contingent Beneficiary Name		Relationship to Owner	Date of Birth (optional)
3. _____	_____ %	_____	_____
Contingent Beneficiary Name		Relationship to Owner	Date of Birth (optional)

4. Special Instructions

Attach a separate sheet if additional space is needed. For Owners whose Mailing Address differs from their Primary Residential Address in Section 2, please complete the following:

Mailing Address — P.O. Box accepted City State Zip Code

5. Optional Benefit Elections

These optional riders are purchased for an additional charge. You should read the prospectus, disclosure on page 8 and applicable supplements for more complete information including the limitations, restrictions, charges and other information that applies to these features before making a selection.

A. Guaranteed Minimum Income Benefit (GMIB)¹

- STOP** Guaranteed Minimum Income Benefit (GMIB) and Guaranteed Minimum Death Benefit (GMDB) elections are made in this section.
- GMIB is declined unless "Yes" is checked below.
 - Owner issue ages 20-80.² (If the Owner's issue age is 71 or older, only the Highest Anniversary Value GMDB and the Return of Principal GMDB are available.)
 - The maximum Owner issue age for the "Greater of" GMDB in A1 and A2 below is age 70.

There are two roll up rates that apply to the Roll up Benefit base. A Deferral Bonus Roll up rate of 6.5% is applicable at contract issue and until you begin taking withdrawals from the contract. An Annual Roll up Rate of 5% will apply beginning in the year in which you take a withdrawal through age 85.

You may ONLY pick GMIB I—Asset Allocation or GMIB II—Custom Selection, not both.

1. GMIB I—Asset Allocation

- If you elect GMIB I, you must elect Option A in Section 8.

Choose One:

- Yes, I wish to elect GMIB I and "Greater of" GMDB I
- Yes, I wish to elect GMIB I and Highest Anniversary Value to Age 85 GMDB
- Yes, I wish to elect GMIB I and Return of Principal GMDB³ (If the Owner's issue age is 71 or older, only the Highest Anniversary Value GMDB and the Return of Principal GMDB are available.)

2. GMIB II—Custom Selection

- If you elect GMIB II, you can elect either Option A or B in Section 8.

Choose One:

- Yes, I wish to elect GMIB II and "Greater of" GMDB II
- Yes, I wish to elect GMIB II and Highest Anniversary Value to Age 85 GMDB
- Yes, I wish to elect GMIB II and Return of Principal GMDB³ (If the Owner's issue age is 71 or older, only the Highest Anniversary Value GMDB and the Return of Principal GMDB are available.)

B. Guaranteed Minimum Death Benefit (GMDB)

- STOP** If you elected GMIB do not complete this section.
- If you did not elect GMIB, this section is MANDATORY.
 - For Owner issue ages 81-85 the Contract will be issued with Return of Principal GMDB.
- Return of Principal GMDB³— Owner issue ages 0-85
- Highest Anniversary Value — Owner issue ages 0-80

C. Earnings Enhancement Benefit (EEB)

EEB is declined unless "Yes" is checked below.

- Yes, I wish to elect the EEB⁴ — Owner issue ages 0-75

6. Annual Reset Election

If you elected GMIB I or GMIB II in section 5A, your contract will automatically issue with the Automatic Reset program. The Automatic Reset program resets my Roll Up Benefit Base(s) each year that I am eligible. To opt out of the Automatic Reset Program, please check the box below.

I decline the Automatic Reset Program.

Or to elect a Customized Reset Program, check the box below.

Customized Reset Program Reset my Roll Up Benefit Base(s) each year up to and including the contract anniversary date in the year ____ only. I understand that resets will only occur during this time period if I am eligible.

Resets will occur automatically unless such automatic resets are or have been terminated. The reset will result in a new wait period of up to 10 years to exercise the GMIB and it may result in a higher charge.

¹ Not available for Inherited IRA/Inherited Roth IRA.

² The maximum issue age for Series CP[®] is 70 therefore any references to Owner issue ages 71 and older do not apply.

³ There is no charge for the Return of Principal death benefit.

⁴ Not available for Qualified Plan Defined Benefit or Qualified Plan Defined Contribution.

Option B:

- Percentages must be whole numbers.
- Under Option B, your account value is automatically rebalanced to these allocations quarterly, based on your Contract Year.
- Option B is not available if you elected GMIB I – Asset Allocation in Section 5.

Contribution Allocation % (Required)

Category 1:

Fixed Income – You must allocate at least 30% of your Contribution to this Investment Option Category. You may not allocate more than 30% to this fund.

- _____ % EQ/Core Bond Index
- _____ % EQ/Intermediate Government Bond Index
- _____ % EQ/Money Market*
- _____ % EQ/Quality Bond PLUS
- _____ % Multimanager Core Bond

Category 2:

Asset Allocation/Indexed – You may allocate up to 70% of your Contribution to this Investment Option Category. You must allocate at least 20% of your Contribution to this Investment Option Category if you select funds within Category 3 or Category 4. You may not exceed 40% per fund.

- _____ % AXA Balanced Strategy
- _____ % AXA Conservative Growth Strategy
- _____ % AXA Conservative Strategy
- _____ % AXA Growth Strategy
- _____ % AXA Moderate Growth Strategy
- _____ % AXA Tactical Manager 400*
- _____ % AXA Tactical Manager 500*
- _____ % AXA Tactical Manager 2000*
- _____ % AXA Tactical Manager International*
- _____ % EQ/AllianceBernstein Dynamic Wealth Strategies

Category 3:

Core Diversified – You may allocate up to 50% of your Contribution to this Investment Option Category. You may not exceed 25% per fund within this category. You must allocate at least 20% of your Contribution to Category 2 if you select funds within this Category.

- _____ % EQ/AXA Franklin Small Cap Value Core
- _____ % EQ/Equity Growth PLUS
- _____ % EQ/Franklin Core Balanced
- _____ % EQ/Franklin Templeton Allocation
- _____ % EQ/Global Bond PLUS
- _____ % EQ/Global Multi-Sector Equity
- _____ % EQ/International Core PLUS

Contribution Allocation % (Required)

Category 3 (continued):

- _____ % EQ/Large Cap Core PLUS
- _____ % EQ/Large Cap Growth PLUS
- _____ % EQ/Large Cap Value PLUS
- _____ % EQ/Mid Cap Value PLUS
- _____ % EQ/Mutual Large Cap Equity
- _____ % EQ/Templeton Global Equity
- _____ % Multimanager Aggressive Equity
- _____ % Multimanager International Equity
- _____ % Multimanager Large Cap Core Equity
- _____ % Multimanager Large Cap Value
- _____ % Multimanager Mid Cap Growth
- _____ % Multimanager Mid Cap Value
- _____ % Multimanager Multi-Sector Bond
- _____ % Multimanager Small Cap Growth
- _____ % Multimanager Small Cap Value

Category 4:

Manager Select – You may allocate up to 25% of your contribution to this Investment Option Category. You may not exceed 15% per fund within this Category. You must allocate at least 20% of your Contribution to Category 2 if you select funds within this Category.

- _____ % EQ/AllianceBernstein Small Cap Growth
- _____ % EQ/Boston Advisors Equity Income
- _____ % EQ/Calvert Socially Responsible
- _____ % EQ/Capital Guardian Research
- _____ % EQ/Davis New York Venture
- _____ % EQ/JPMorgan Value Opportunities
- _____ % EQ/Lord Abbett Large Cap Core
- _____ % EQ/MFS International Growth
- _____ % EQ/Montag & Caldwell Growth
- _____ % EQ/Morgan Stanley Mid Cap Growth
- _____ % EQ/Oppenheimer Global
- _____ % EQ/PIMCO Ultra Short Bond
- _____ % EQ/T. Rowe Price Growth Stock
- _____ % EQ/UBS Growth and Income
- _____ % EQ/Van Kampen Comstock
- _____ % EQ/Wells Fargo Omega Growth
- _____ % Multimanager Technology

OPTION B TOTALS – MUST EQUAL 100%

_____ % + _____ % + _____ % + _____ % = 100 %
 Category 1 Category 2 Category 3 Category 4 TOTAL

9. Broker Transfer Authorization

Yes, by signing this application, I hereby designate my Financial Professional named in Section 14 to act as my agent in giving subaccount transfer instructions by telephone or electronically, and I authorize AXA Equitable to act on such instructions. I understand that AXA Equitable (i) may rely in good faith on the stated identity of a person placing such instructions, and (ii) will have no liability for any claim, loss, liability, or expense that may arise in connection with such instructions. AXA Equitable will continue to act upon this authorization until such time as it receives my written notification of a change at its processing office. AXA Equitable may (i) change or terminate telephone or electronic or overnight mail transfer procedures at any time without prior notice, and (ii) restrict fax, internet, telephone and other electronic transfer services because of disruptive transfer activity.

10. Current Insurance

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** to question number 2, complete the following:

Company	Type of Plan	Year Issued	Contract Number

11. Contract State

We will issue and deliver a contract to you based on your state of primary residence. If you sign the application in a state other than your primary residence state:

I certify that either:

- I have a second residence where the application was signed (the state of sale) or
- I work or maintain a business in the state where the application was signed (the state of sale).

12. Fraud Warnings

Arkansas: 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. **District of Columbia:** 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. **All Other States:** 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, may be guilty of committing a fraudulent insurance act, which may be a crime, and may subject such person to criminal and civil penalties.

13. Signature and Acknowledgements

GENERAL DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- Account value(s) attributable to allocations to the variable investment options, and any variable annuity benefit payments I may elect, may increase or decrease and are not guaranteed as to dollar amount.
- In the case of IRAs and Qualified Plans that provide tax deferral under the Internal Revenue Code, by signing this application I acknowledge that I am buying the Contract for its features and benefits other than tax deferral, as the tax deferral feature of the Contract does not provide additional benefits.
- Under penalty of perjury, I certify that the Tax Identification Number in Section 2 is correct.
- All information and statements furnished in this application are true and complete to the best of my knowledge and belief.
- AXA Equitable may accept amendments to this application provided by me or under my authority.
- No Financial Professional has the authority to make or modify any Contract on behalf of AXA Equitable, or to waive or alter any of AXA Equitable's rights and regulations. AXA Equitable must agree to any change made to the Contract and benefits applied for, or to the age at issue, in writing.
- Charges under the Contract generally apply for the duration of the Contract.
- I understand that Credits will be allocated to my Account Value based on the Expected First Year Contribution Amount and that, if actual first year total Contributions are less than the amount needed to qualify for such Credits, any excess Credits will be deducted from my Account Value.
- Fees, Charges and Investment Options vary by Series.

OPTIONAL BENEFIT DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- No optional benefits are elected unless I checked the appropriate boxes in Section 5. Some elections may not be changed after the Contract has been issued to me.
- There are additional charges for an optional benefit elected in Section 5.
- Withdrawals under the Contract may reduce my Benefit Base.
- The crediting rate used for the GMIB and GMDB benefit base (if elected) does not represent a guarantee of my Account Value or Cash Value, and if I exercise GMIB, the benefit base will be in the form of lifetime periodic payments only.
- Depending on my/our age, a GMIB and GMDB elected in Section 5 may be of limited usefulness because federal income tax lifetime required minimum distributions begins after age 70½ and such distributions that are withdrawn from the Contract may significantly reduce the benefit.
- Unless otherwise declined, eligible contracts will automatically issue with the Automatic Reset program. The Automatic Reset program resets my Roll Up Benefit Base(s) each year that I am eligible. Resets will occur automatically unless such automatic resets are or have been terminated. The annual reset will result in a new wait period of up to 10 years to exercise the GMIB, which may be started beginning on each Contract Date Anniversary that the Roll Up Benefit Base is reset and the charge for the "Greater of" GMDB and the GMIB may increase depending on the terms of my Contract as of the Contract Date Anniversary following each reset. If my Annuity Account Value does not exceed my GMIB Rollup to age 85 benefit base on any Contract Anniversary, no reset will occur. To cancel my reset I must submit a signed and completed reset cancellation request. Any such request must be received at AXA Equitable's processing office at least 30 days prior to the Contract Date Anniversary to which the cancellation applies. Requests received after this window will apply the following year. I am not able to cancel a reset once it has occurred. For jointly owned Contracts, eligibility to reset the roll up benefit base is based on the age of the older owner. My GMIB benefit can no longer be exercised 30 days after the contract anniversary following my 85th birthday. There will be no further Highest Anniversary Value increases, roll ups or resets to my GMIB benefit base after that time.

I acknowledge that I have received the most current prospectus for Accumulator. After reviewing my financial information and goals with my Financial Professional, I believe that this Contract will meet my financial goals.

Consent for Delivery of Initial Prospectus on CD-ROM:

Yes. By checking this box and signing the application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print it. I also understand that I may request a prospectus in paper format at any time by calling Customer Service at 1-800-789-7771, and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service.

By checking this box, providing my e-mail address, and signing the application below, I am requesting that AXA Equitable send me further information about enrolling in AXA Equitable's electronic delivery so that I may receive all statements, confirms and prospectus mailings electronically.

When you sign this application, you are agreeing to the elections that you have made in this application and acknowledge that you understand the terms and conditions set forth in this application.

X	Proposed Owner's Signature Signed at:	City, State	Date
X	Proposed Annuitant's Signature (if other than Owner) Signed at:	City, State	Date
X	Proposed Joint Owner's Signature (if other than Annuitant) Signed at:	City, State	Date
X	Proposed Joint Annuitant's Signature (if other than Owner) Signed at:	City, State	Date

ACCUMULATOR® ALL SERIES

Application for an Individual Annuity

Please make checks payable to:
AXA Equitable
First-Class Mail:
AXA Equitable
Retirement Service Solutions
P.O. Box 1577
Secaucus, NJ 07096-1577



AXA EQUITABLE

Express Mail:

AXA Equitable
Retirement Service Solutions
500 Plaza Drive, 6th Floor
Secaucus, NJ 07094-3619

For Assistance, please call 888-517-9900

www.axa-equitable.com

CONTRACT SPECIFICS

1. Contract Series and Type

A. Choose a Contract Series:

- Series availability varies and is subject to state and firm approval.

Series B Series L Series CP® Series C

B. Choose a Contract Type.

Available for All Series

- Non-Qualified
 Traditional IRA
 Roth IRA

NOT available for all Series.

- Qualified Plan Defined Contribution (DC) (Not available for Series C)
 Qualified Plan Defined Benefit (DB) (Not available for Series C)
 Inherited IRA BCO¹ (Direct Transfer of Decedent IRA) (Not available for Series CP®)
 Inherited Roth IRA BCO¹ (Direct Transfer of Decedent Roth IRA) (Not available for Series CP®)
 Non-Spousal Beneficiary QP Direct Rollover to an Inherited IRA BCO¹ (Not available for Series CP®)
 Non-Spousal Beneficiary QP Direct Rollover to an Inherited Roth IRA BCO¹ (Not available for Series CP®)

C. Total Initial Contribution(s): \$ _____

Series CP® only: Expected First Twelve Months Contribution(s): \$ _____

The Amount entered determines the Series CP® Credit Percentage and assumes multiple Contributions will be made (see Section 13).

Specify Method(s) of Payment:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Check or Wire | <input type="checkbox"/> Rollover from eligible retirement plan (IRA or Roth) |
| <input type="checkbox"/> 1035 Exchange (from Single Owner Contract, NQ only) | <input type="checkbox"/> IRA Regular Contribution for the year 20____
(IRA or Roth) ² |
| <input type="checkbox"/> 1035 Exchange (from Joint Owner Contract, NQ only) | <input type="checkbox"/> Direct Rollover (Non-Spousal Beneficiary QP to
Inherited IRA only) ¹ (Not available for Series CP®) |
| <input type="checkbox"/> CD or Mutual Fund Proceeds (NQ only) | <input type="checkbox"/> Direct Rollover (Non-Spousal Beneficiary QP to an
Inherited Roth IRA) ¹ (Not available for Series CP®) |
| <input type="checkbox"/> Direct Transfer (IRA or Roth) | |

¹ GMIB is not available.

² Available for Series B only.

AXA Equitable Life Insurance Company

Home Office: 1290 Avenue of the Americas, New York, NY 10104



FRNB149116

Cat. No. 149116 All Series

Page 1 of 9

2. Account Registration (Please print)

A. Owner (Must be legal resident of US.)

- Individual Trust Qualified Plan Trust (DC/DB)¹ UGMA/UTMA (State _____ Child's SSN _____)
 Custodian (IRA/Roth) Other Non-Natural Owner Beneficiary of Deceased IRA Owner²
 Non-Spousal Beneficiary of Deceased QP Participant²
 Male Female **Date of Birth (mm/dd/yyyy)** _____ Daytime Phone # _____

Name (First) (Middle Initial) (Last) Taxpayer Identification Number (Please check one.) SSN EIN ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted City State ZIP Code

If your Mailing Address is different from the Primary Residential Address above, please provide your Mailing Address in Section 4.

Email Address _____

¹ Not available for Series C. ² Not available for Series CP®.

Patriot Act Information¹

1. Are you a US Citizen? (If "Yes" proceed to question 3.) Yes No
2. If you are not a US citizen do you hold a valid US visa, which under the US Patriot Act permits you to purchase this annuity? Yes No

US Visa Category (The following categories are NOT permitted: B, C, D, F, J, M, Q, TWOV.)

3. Your Occupation _____ 4. Your Employer _____

Owner Form of Identification (Please check one.) Valid Driver's License Passport State Issued ID

Identification Number Exp. Date

¹The annuitant must complete this section if the owner is not an individual.

B. Joint Owner (Must be legal resident of US.)

- The individual designated below is the Joint Owner.

Male Female **Date of Birth (mm/dd/yyyy)** _____

Name (First) (Middle Initial) (Last) Taxpayer Identification Number (Please check one.) SSN ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted City State ZIP Code

Email Address _____

Joint Owner Form of Identification (Please check one.) Valid Driver's License Passport State Issued ID

Identification Number Exp. Date

C. Annuitant (If other than Owner.)¹ Male Female **Date of Birth (mm/dd/yyyy)** _____Name (First) (Middle Initial) (Last) Taxpayer Identification Number (Please check one.) SSN ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted City State ZIP Code

¹Annuitant must complete the Patriot Act Information section if the owner is NOT an individual.**D. Joint Annuitant**

• For NQ 1035 Exchange Contracts that are Joint Annuitants who are spouses.

 Male Female **Date of Birth (mm/dd/yyyy)** _____Name (First) (Middle Initial) (Last) Taxpayer Identification Number (Please check one.) SSN ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted City State ZIP Code

3. Beneficiary(ies) (Please use Special Instructions for Additional Beneficiaries.)

Unless otherwise indicated, proceeds will be divided equally.

A. Primary

1. _____	_____ %	_____	_____
Primary Beneficiary Name		Relationship to Owner	Date of Birth (optional)
2. _____	_____ %	_____	_____
Primary Beneficiary Name		Relationship to Owner	Date of Birth (optional)
3. _____	_____ %	_____	_____
Primary Beneficiary Name		Relationship to Owner	Date of Birth (optional)

B. Contingent

1. _____	_____ %	_____	_____
Contingent Beneficiary Name		Relationship to Owner	Date of Birth (optional)
2. _____	_____ %	_____	_____
Contingent Beneficiary Name		Relationship to Owner	Date of Birth (optional)
3. _____	_____ %	_____	_____
Contingent Beneficiary Name		Relationship to Owner	Date of Birth (optional)

4. Special Instructions**Attach a separate sheet if additional space is needed. For Owners whose Mailing Address differs from their Primary Residential Address in Section 2, please complete the following:**

Mailing Address — P.O. Box accepted City State Zip Code

5. Optional Benefit Elections

These optional riders are purchased for an additional charge. You should read the prospectus, disclosure on page 8 and applicable supplements for more complete information including the limitations, restrictions, charges and other information that applies to these features before making a selection.

A. Guaranteed Minimum Income Benefit (GMIB)¹

STOP Guaranteed Minimum Income Benefit (GMIB) and Guaranteed Minimum Death Benefit (GMDB) elections are made in this section.

- GMIB is declined unless "Yes" is checked below.
- Owner issue ages ~~20-80~~⁷ (If the Owner's issue age is ~~71~~⁷ or older, only the Highest Anniversary Value GMDB and the Return of Principal GMDB are available.)
- The maximum Owner issue age for the "Greater of" GMDB in A1 and A2 below is age ~~70~~⁷.

There are two roll up rates that apply to the Roll up Benefit base. A Deferral Bonus Roll up rate of 5.5% is applicable at contract issue and until you begin taking withdrawals from the contract. An Annual Roll up Rate of ~~5%~~^{5.5%} will apply beginning in the year in which you take a withdrawal through age ~~85~~^{85.5}.

You may ONLY pick GMIB I—Asset Allocation or GMIB II—Custom Selection, not both.

1. GMIB I—Asset Allocation

- If you elect GMIB I, you must elect Option A in Section 8.

Choose One:

- Yes, I wish to elect GMIB I and "Greater of" GMDB I
- Yes, I wish to elect GMIB I and Highest Anniversary Value to Age ~~85~~^{85.5} GMDB
- Yes, I wish to elect GMIB I and Return of Principal GMDB³ (If the Owner's issue age is ~~71~~^{71.5} or older, only the Highest Anniversary Value GMDB and the Return of Principal GMDB are available.)

2. GMIB II—Custom Selection

- If you elect GMIB II, you can elect either Option A or B in Section 8.

Choose One:

- Yes, I wish to elect GMIB II and "Greater of" GMDB II
- Yes, I wish to elect GMIB II and Highest Anniversary Value to Age ~~85~~^{85.5} GMDB
- Yes, I wish to elect GMIB II and Return of Principal GMDB³ (If the Owner's issue age is ~~71~~^{71.5} or older, only the Highest Anniversary Value GMDB and the Return of Principal GMDB are available.)

B. Guaranteed Minimum Death Benefit (GMDB)

STOP If you elected GMIB do not complete this section.

- If you did not elect GMIB, this section is MANDATORY.
- For Owner issue ages ~~81-85~~^{71-85.5}, the Contract will be issued with Return of Principal GMDB.
- Return of Principal GMDB³— Owner issue ages ~~0-85~~^{0-85.5}
- Highest Anniversary Value — Owner issue ages ~~0-80~~^{0-80.5}

C. Earnings Enhancement Benefit (EEB)

EEB is declined unless "Yes" is checked below.

- Yes, I wish to elect the EEB⁴ — Owner issue ages ~~0-75~~^{0-75.5}

6. Annual Reset Election

If you elected GMIB I or GMIB II in section 5A, your contract will automatically issue with the Automatic Reset program. The Automatic Reset program resets my Roll Up Benefit Base(s) each year that I am eligible.

To opt out of the Automatic Reset Program, please check the box below.

I decline the Automatic Reset Program.

Or to elect a Customized Reset Program, check the box below.

Customized Reset Program Reset my Roll Up Benefit Base(s) each year up to and including the contract anniversary date in the year _____ only. I understand that resets will only occur during this time period if I am eligible.

Resets will occur automatically unless such automatic resets are or have been terminated. The reset will result in a new wait period of up to 10 years to exercise the GMIB and it may result in a higher charge.

¹ Not available for Inherited IRA/Inherited Roth IRA.

² The maximum issue age for Series CP[®] is ~~70~~^{70.5}, therefore any references to Owner issue ages ~~71~~^{71.5} and older do not apply.

³ There is no charge for the Return of Principal death benefit.

⁴ Not available for Qualified Plan Defined Benefit or Qualified Plan Defined Contribution.

7. Special Dollar Cost Averaging Programs

- If you elect a Special DCA program below, you must allocate 100% of your initial contribution to that Special DCA program. You must also choose the Investment Options in Section 8 to which amounts will be transferred from the Special DCA Account.
- All future contributions will be allocated according to the percentages below unless instructed otherwise by you.
- Contributions received after the Special DCA program terminates will be allocated to the Investment Options according to the instructions below.

Check box for one time period.

3 months 6 months 12 months

- Special DCA – Applies if Series B or Series L is elected in Section 1.
- Special Money Market DCA – Applies if Series CP® or Series C is elected in Section 1.
- You may have one DCA program in effect at any given time.

8. Investment Selection

Contribution Allocation – You must allocate your initial contribution among Fixed Account and/or VIOs below using the Contribution Allocation Column, which must total 100%. All future contributions will be allocated according to the percentage below unless instructed otherwise by you.

If GMIB I, Asset Allocation was elected you **MUST** choose Option A.

If GMIB II, Custom Selection was elected you may choose either Option A below or Option B on page 6.

Option A:

**Contribution
Allocation %
(Required)**

Fixed Account — Percentages must be whole numbers

_____ % Guaranteed Interest Option (GIO)

The maximum allocation to GIO is [25%] of your Contribution.

Variable Investment Options — Percentages must be whole numbers

Asset Allocation

_____ % AXA Balanced Strategy
 _____ % AXA Conservative Growth Strategy
 _____ % AXA Conservative Strategy
 _____ % AXA Growth Strategy
 _____ % AXA Moderate Growth Strategy
 _____ % EQ/AllianceBernstein Dynamic Wealth Strategies
 _____ % EQ/Money Market

100%

TOTAL

Option B:

- Percentages must be whole numbers.
- Under Option B, your account value is automatically rebalanced to these allocations quarterly, based on your Contract Year.
- Option B is not available if you elected GMIB I – Asset Allocation in Section 5.

Contribution Allocation % (Required)

Category 1:

Fixed Income – You must allocate at least 30% of your Contribution to this Investment Option Category.
* You may not allocate more than 30% to this fund.

- _____ % EQ/Core Bond Index
- _____ % EQ/Intermediate Government Bond Index
- _____ % EQ/Money Market*
- _____ % EQ/Quality Bond PLUS
- _____ % Multimanager Core Bond

Category 2:

Asset Allocation/Indexing – You may allocate up to 70% of your Contribution to this Investment Option Category. You must allocate at least 20% of your Contribution to this Investment Option Category if you select funds within Category 3 or Category 4.
* You may not exceed 40% per fund.

- _____ % AXA Balanced Strategy
- _____ % AXA Conservative Growth Strategy
- _____ % AXA Conservative Strategy
- _____ % AXA Growth Strategy
- _____ % AXA Moderate Growth Strategy
- _____ % AXA Tactical Manager 400*
- _____ % AXA Tactical Manager 500*
- _____ % AXA Tactical Manager 2000*
- _____ % AXA Tactical Manager International*
- _____ % EQ/AllianceBernstein Dynamic Wealth Strategies

Category 3:

Core Diversified – You may allocate up to 50% of your Contribution to this Investment Option Category. You may not exceed 25% per fund within this category. You must allocate at least 20% of your Contribution to Category 2 if you select funds within this Category.

- _____ % EQ/AXA Franklin Small Cap Value Core
- _____ % EQ/Equity Growth PLUS
- _____ % EQ/Franklin Core Balanced
- _____ % EQ/Franklin Templeton Allocation
- _____ % EQ/Global Bond PLUS
- _____ % EQ/Global Multi-Sector Equity
- _____ % EQ/International Core PLUS

Contribution Allocation % (Required)

Category 3 (continued):

- _____ % EQ/Large Cap Core PLUS
- _____ % EQ/Large Cap Growth PLUS
- _____ % EQ/Large Cap Value PLUS
- _____ % EQ/Mid Cap Value PLUS
- _____ % EQ/Mutual Large Cap Equity
- _____ % EQ/Templeton Global Equity
- _____ % Multimanager Aggressive Equity
- _____ % Multimanager International Equity
- _____ % Multimanager Large Cap Core Equity
- _____ % Multimanager Large Cap Value
- _____ % Multimanager Mid Cap Growth
- _____ % Multimanager Mid Cap Value
- _____ % Multimanager Multi-Sector Bond
- _____ % Multimanager Small Cap Growth
- _____ % Multimanager Small Cap Value

Category 4:

Manager Select – You may allocate up to 25% of your contribution to this Investment Option Category. You may not exceed 15% per fund within this Category. You must allocate at least 20% of your Contribution to Category 2 if you select funds within this Category.

- _____ % EQ/AllianceBernstein Small Cap Growth
- _____ % EQ/Boston Advisors Equity Income
- _____ % EQ/Calvert Socially Responsible
- _____ % EQ/Capital Guardian Research
- _____ % EQ/Davis New York Venture
- _____ % EQ/JPMorgan Value Opportunities
- _____ % EQ/Lord Abbett Large Cap Core
- _____ % EQ/MFS International Growth
- _____ % EQ/Montag & Caldwell Growth
- _____ % EQ/Morgan Stanley Mid Cap Growth
- _____ % EQ/Oppenheimer Global
- _____ % EQ/PIMCO Ultra Short Bond
- _____ % EQ/T. Rowe Price Growth Stock
- _____ % EQ/UBS Growth and Income
- _____ % EQ/Van Kampen Comstock
- _____ % EQ/Wells Fargo Omega Growth
- _____ % Multimanager Technology

OPTION B TOTALS – MUST EQUAL 100%

_____ % + _____ % + _____ % + _____ % = 100 %
 Category 1 Category 2 Category 3 Category 4 TOTAL

9. Broker Transfer Authorization

Yes, by signing this application, I hereby designate my registered representative named in Section 14 to act as my agent in giving subaccount transfer instructions by telephone or electronically, and I authorize AXA Equitable to act on such instructions. I understand that AXA Equitable (i) may rely in good faith on the stated identity of a person placing such instructions, and (ii) will have no liability for any claim, loss, liability, or expense that may arise in connection with such instructions. AXA Equitable will continue to act upon this authorization until such time as it receives my written notification of a change at its processing office. AXA Equitable may (i) change or terminate telephone or electronic or overnight mail transfer procedures at any time without prior notice, and (ii) restrict fax, internet, telephone and other electronic transfer services because of disruptive transfer activity.

10. Current Insurance

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** to question number 2, complete the following:

Company	Type of Plan	Year Issued	Contract Number
---------	--------------	-------------	-----------------

Company	Type of Plan	Year Issued	Contract Number
---------	--------------	-------------	-----------------

Company	Type of Plan	Year Issued	Contract Number
---------	--------------	-------------	-----------------

11. Contract State

We will issue and deliver a contract to you based on your state of primary residence. If you sign the application in a state other than your primary residence state:

I certify that either:

- I have a second residence where the application was signed (the state of sale) or
- I work or maintain a business in the state where the application was signed (the state of sale).

12. Fraud Warnings

Arkansas: 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. **District of Columbia:** 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. **All Other States:** 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, may be guilty of committing a fraudulent insurance act, which may be a crime, and may subject such person to criminal and civil penalties.

13. Signature and Acknowledgements

GENERAL DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- Account value(s) attributable to allocations to the variable investment options, and any variable annuity benefit payments I may elect, may increase or decrease and are not guaranteed as to dollar amount.
- In the case of IRAs and Qualified Plans that provide tax deferral under the Internal Revenue Code, by signing this application I acknowledge that I am buying the Contract for its features and benefits other than tax deferral, as the tax deferral feature of the Contract does not provide additional benefits.
- Under penalty of perjury, I certify that the Tax Identification Number in Section 2 is correct.
- All information and statements furnished in this application are true and complete to the best of my knowledge and belief.
- AXA Equitable may accept amendments to this application provided by me or under my authority.
- No registered representative has the authority to make or modify any Contract on behalf of AXA Equitable, or to waive or alter any of AXA Equitable's rights and regulations. AXA Equitable must agree to any change made to the Contract and benefits applied for, or to the age at issue, in writing.
- Charges under the Contract generally apply for the duration of the Contract.
- I understand that Credits will be allocated to my Account Value based on the Expected First Year Contribution Amount and that, if actual first year total Contributions are less than the amount needed to qualify for such Credits, any excess Credits will be deducted from my Account Value.
- Fees, Charges and Investment Options vary by Series.

OPTIONAL BENEFIT DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- No optional benefits are elected unless I checked the appropriate boxes in Section 5. Some elections may not be changed after the Contract has been issued to me.
- There are additional charges for an optional benefit elected in Section 5.
- Withdrawals under the Contract may reduce my Benefit Base.
- The crediting rate used for the GMIB and GMDB benefit base (if elected) does not represent a guarantee of my Account Value or Cash Value, and if I exercise GMIB, the benefit base will be in the form of lifetime periodic payments only.
- Depending on my/our age, a GMIB and GMDB elected in Section 5 may be of limited usefulness because federal income tax lifetime required minimum distributions begins after age 70½ and such distributions that are withdrawn from the Contract may significantly reduce the benefit.
- Unless otherwise declined, eligible contracts will automatically issue with the Automatic Reset program. The Automatic Reset program resets my Roll Up Benefit Base(s) each year that I am eligible. Resets will occur automatically unless such automatic resets are or have been terminated. The annual reset will result in a new wait period of up to 10 years to exercise the GMIB, which may be started beginning on each Contract Date Anniversary that the Roll Up Benefit Base is reset and the charge for the "Greater of" GMDB and the GMIB may increase depending on the terms of my Contract as of the Contract Date Anniversary following each reset. If my Annuity Account Value does not exceed my GMIB Rollup to age 85 benefit base on any Contract Anniversary, no reset will occur. To cancel my reset I must submit a signed and completed reset cancellation request. Any such request must be received at AXA Equitable's processing office at least 30 days prior to the Contract Date Anniversary to which the cancellation applies. Requests received after this window will apply the following year. I am not able to cancel a reset once it has occurred. For jointly owned Contracts, eligibility to reset the roll up benefit base is based on the age of the older owner. My GMIB benefit can no longer be exercised 90 days after the contract anniversary following my 85th birthday. There will be no further Highest Anniversary Value increases, roll ups or resets to my GMIB benefit base after that time.

I acknowledge that I have received the most current prospectus for Accumulator. After reviewing my financial information and goals with my Registered Representative, I believe that this Contract will meet my financial goals.

Consent for Delivery of Initial Prospectus on CD-ROM:

Yes. By checking this box and signing the application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print it. I also understand that I may request a prospectus in paper format at any time by calling Customer Service at 1-800-789-7771, and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service.

By checking this box, providing my e-mail address, and signing the application below, I am requesting that AXA Equitable send me further information about enrolling in AXA Equitable's electronic delivery so that I may receive all statements, confirms and prospectus mailings electronically.

When you sign this application, you are agreeing to the elections that you have made in this application and acknowledge that you understand the terms and conditions set forth in this application.

X	Proposed Owner's Signature Signed at:	City, State	Date
X	Proposed Annuitant's Signature (if other than Owner) Signed at:	City, State	Date
X	Proposed Joint Owner's Signature (if other than Annuitant) Signed at:	City, State	Date
X	Proposed Joint Annuitant's Signature (if other than Owner) Signed at:	City, State	Date

14. Registered Representative Section

- 1. Does the Proposed Insured have any existing life insurance or annuity contracts? Yes No
- 2. 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 Contract applied for will be issued on the life of the Annuitant(s)/Owner(s)? Yes No
- 3. Did you verify the identity by reviewing the driver's license/passport of each Owner/Annuitant, inquire about the source of the customer's assets and income, and confirm that the Proposed Insured and Owner is not (nor family member of or associates with) a foreign military, government or political official? Yes No
- 4. Is the Proposed Insured currently an Active Duty* Member of the Armed Forces? Yes No

(If "Yes", you must also submit a complete and signed LIFE INSURANCE/ANNUITY DISCLOSURE TO ACTIVE DUTY MEMBERS OF THE ARMED FORCES.)

* "Active Duty" means full-time 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.

X _____
Primary Registered Representative Signature Social Security Number or Rep. Code
_____ % () -
Print Name Phone Number

Client Account Number at Broker-Dealer Email Address Broker-Dealer Name

X _____
Secondary Registered Representative Signature Social Security Number or Rep. Code
_____ % () -
Print Name Phone Number

X _____
Tertiary Registered Representative Signature Social Security Number or Rep. Code
_____ % () -
Print Name Phone Number

Registered Representative Use Only. Contact your home office for program information.

- Option I Option II Option III¹ Option IV² Option V³

(Once selected, program cannot be changed.)

¹ Not applicable to Series C.
² Not applicable to Series CP® & C.
³ Applicable to Series B only.

SERFF Tracking Number: ELAS-127993673 State: Arkansas
 Filing Company: AXA Equitable Life Insurance Company State Tracking Number:
 Company Tracking Number: ICC12GMIBA
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
 Variable and Variable
 Product Name: Accumulator 11A
 Project Name/Number: GMIB Rider Filing/ICC12GMIBA

Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification		
Bypass Reason: N/A, No Flesch Score for Variable Annuity Products.		
Comments:		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: New Application is being used.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Acturial Memo		
Comments:		
Attachment:		
Acc11A - Actuarial Basis Memorandum.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statements of Variability		
Comments:		
Attachments:		
VTM for Accum 11A GMIB 2.pdf		
VTM for Accum 11A - Gen - Applications.pdf		

	Item Status:	Status Date:
Satisfied - Item: Filing Letter		
Comments:		

SERFF Tracking Number: ELAS-127993673 *State:* Arkansas
Filing Company: AXA Equitable Life Insurance Company *State Tracking Number:*
Company Tracking Number: ICC12GMIBA
TOI: A02.11 Individual Annuities- Deferred Non- *Sub-TOI:* A02.11.002 Flexible Premium
Variable and Variable
Product Name: Accumulator 11A
Project Name/Number: GMIB Rider Filing/ICC12GMIBA

Attachment:

AR Accum 11A GMIB File Let.pdf

AXA EQUITABLE LIFE INSURANCE COMPANY

Statement of Variability For Rider Form ICC12GMIBA

The above form is for use with Contract Forms ICC11BASE1-A and ICC11BASE2-A.

The following comments describe the nature and scope of the illustrative and variable material for language contained in the rider shown in brackets. When applicable, alternate text is provided. The actual rider a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

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.

Rider ICC12GMIBA

1. Page 1: The title of the form will be shown as either GUARANTEED MINIMUM INCOME BENEFIT "I – Asset Allocation" or GUARANTEED MINIMUM INCOME BENEFIT "II – Custom Selection." The rider issued is based on the version the client elects in his/her application. GMIB II – Custom Selection is available at a higher cost (detailed below in item 30) and offers a wider selection of Investment Options. These titles are marketing names and may be revised in the future.
2. Page 1: The following sentences appear with B, CP and L Share Contracts. It does not appear with C Share Contracts as there is no withdrawal charge applicable under C Share Contracts.

The GMIB Benefit Base will be reduced by any applicable withdrawal charge remaining on the Transaction Date that the Owner exercises the GMIB. The amount of the charge is a withdrawal that will reduce the GMIB Benefit Base. When GMIB is exercised on the last GMIB Exercise Date, or within [30] days following the last GMIB Exercise Date, withdrawal charges are not applicable.
3. Page 1 and later: "30" days as shown in this section and throughout the Rider may vary from 15 to 120 days. Accordingly, 30th day may vary from 15th to 120th day.
4. Page 1 and later: Age "85" with respect to the operation of the Annual Ratchet and Rollup provisions of the rider as shown in this section and throughout the Rider may range from ages 70 to 95. Accordingly "85th" birthday would range from "70th to 95th" birthday.
5. Page 1: The bracketed text beginning with "The terms and conditions of a spouse's right..." will appear if an attached market segment endorsement contains "Spousal Continuation". Currently, this text is applicable to the Non-Qualified and IRA markets; however, this may apply to additional markets in the future. The applicable market segment will be shown in the endorsement.
6. Page 3: The text beginning with "Credits are not applied to your GMIB Benefit Base..." will appear under Series CP Contracts only.
7. Page 3 and later: Reference to bracketed "first" Contract Date Anniversary as shown in this section and throughout the Rider may range from first to fifteenth.
8. Page 4 and later: The following language will not appear if RMD Withdrawals under the Automatic RMD Services are adjusted on a pro-rata basis:
- in Section **1.02(A)(1)(F)**, the bracketed text beginning with "including for any required minimum distribution withdrawal..."

- in Section **1.02(A)(1)(H)**, the third paragraph on page 5 beginning with “In any Contract Year, the portion...” and the third sentence of the fourth paragraph beginning with “An RMD Withdrawal is not an excess...”
- in Section **1.02(A)(2)**, the third paragraph on page 6 beginning with “In any Contract Year, the portion...”

9. Page 5 and later: The phrase “the second Contract Year” as shown in this section and throughout the Rider may vary from “immediately” to “the sixteenth Contract Year”.
10. Page 5: In the second paragraph of **1.02(A)(1)(I)**, the following sentence will appear if we waive the ten year wait for GMIB Exercise upon a reset of the Rollup Benefit Base at the ages shown: *If you reset your Rollup Benefit Base on or after age [76], notwithstanding anything to the contrary, you may elect a GMIB Exercise Option described in Part II of this GMIB Rider upon your Contract Date Anniversary following your [85th] birthday.* The reference to the “10th” Contract Date Anniversary may range from 1-15.
11. Page 5: Age 76 will range from 70 to 95.
12. Page 5-6: In the second paragraph of Section **1.02(A)(2)**:
 - if dollar for dollar treatment of the HAV Benefit Base will occur, the following sentence will appear: *[Beginning [with the second Contract Year], withdrawals during a Contract Year that do not exceed the AWA for that Contract Year reduce your HAV Benefit Base on a dollar for dollar basis.]*
 - alternatively, the bracketed text in the paragraph may be omitted;
 - if the HAV Benefit Base is adjusted on a dollar for dollar basis only, the following alternate text will appear: “The HAV Benefit Base will be reduced on a dollar for dollar basis by all withdrawals.”
13. Page 6: The following show the different age and waiting period requirements to exercise GMIB:

[Applicable for Owner issue ages 20 through 44]
 [The GMIB may be exercised only within [30] days following each Contract Date Anniversary beginning with the [15th] or later Contract Date Anniversary . However, it may not be exercised later than the Contract Date Anniversary following your [85th] birthday.]

[Applicable for Owner issue ages 45 through 49]
 [After this Rider’s Effective Date,] The GMIB may be exercised only within [30] days following each Contract Date Anniversary on or after your [60th] birthday. However, it may not be exercised later than the Contract Date Anniversary following your [85th] birthday.]

[Applicable for Owner issue ages 50 through 75]
 [The GMIB may be exercised only within [30] days following each Contract Date Anniversary beginning with the [10th] or later Contract Date Anniversary . GMIB may not be exercised later than the Contract Date Anniversary following your [85th] birthday.]

The ages and wait periods may vary by plus or minus 10 years for each group of Contract Owners.
14. Page 6: The following text is not applicable to Series C Contracts since the QP markets are not offered:

A Contract issued with a Qualified Plan endorsement must convert to a traditional IRA Contract in an eligible rollover transaction to exercise the GMIB unless GMIB is automatically exercised as described below in “GMIB No Lapse Guarantee.”
15. Page 6 and later: Text pertaining to Non-Qualified Contracts as shown in this section and throughout the Rider will appear only in Riders issued to NQ Contract Owners.
16. Page 7: The withdrawal percentage amount in item (ii) may vary from 0.5 to 10%.

17. Page 7: The following text in (ii) will appear if Contributions made in the first 90 days of the first Contract Year are used for purposes of determining the application of the No Lapse Guarantee: “For purposes of this paragraph, in the first Contract Year...”
18. Page 7: (ii) 90 days as shown in this section and throughout the Rider may range from 30 to 120 days.
19. Page 7: item (iii) will show in Riders issued under IRA and QP Contract only.
20. Page 8 and later: “Money Market” is bracketed because, under Series C and CP, Special “Money Market” Dollar Cost Averaging (our Money Market Dollar Cost Averaging option), is available. Under Series B and L, Special Dollar Cost Averaging (our general account Special Dollar Cost Averaging option) is available. Accordingly, the applicable endorsement is issued with the respective products as shown in this section and throughout the Rider.
21. Page 9: Age 70 may range from age 45 to age 85.
22. Page 10: Applicable Percentage Table: The age breaks may vary by plus or minus 10 years for each range. The Applicable Percentage may vary by plus or minus 200 basis points per age break.
23. Page 10: 45 days as shown in this section and throughout the Rider may range from 30 to 120 days.
24. Page 12: We may add or delete frequencies to the currently available payment frequencies [monthly, quarterly, annually].
25. Page 12: The “Lifetime Required Minimum Distributions” text will appear in Riders issued under QP and IRA Contracts only.
26. Pages 15 - 16: The Section 2.05 text that will appear in a Rider will vary based on whether the Contract is an IRA or an NQ.
27. Page 16: The ages will range from 70 to 90.
28. Page 17: Item C under Section 2.06 will appear only if the “Greater of” GMDB is elected under the Contract.
29. Page 17: The market segment endorsement issued with the Contract will appear in the text that prefaces the Effect of Death tables.
30. Page 23: Age 95 may be revised to comply with regulatory changes pertaining to Maturity Age requirements. It may range up to age 120.
31. Page 23: Under “The Cost of this Rider,” text is shown for a Contract Owner electing GMIB I. GMIB II is priced differently. Accordingly, the following paragraph will apply under Contracts issued with the GMIB II Rider: *Guaranteed Minimum Income Benefit: The current charge for this benefit is [1.10%] of the GMIB Benefit Base and [1.10%] of the GWBL Benefit Base after the GWBL Conversion Effective Date. The maximum charge upon reset of the Rollup Benefit Base benefit is [1.40%] of the Rider’s Benefit Base. On and after the GWBL Conversion Effective Date the charge for this Rider may increase upon an Annual Ratchet as described in Section 2.01(H) of this Rider, but will never exceed the maximum shown here.*

Charge	Range
GMIB I	0.65-1.40
GMIB I max	0.95-1.70

GMIB II	0.65-1.40
GMIB II max	0.95-1.70

32. Page 24: Text under “Voluntary Termination of this Rider” will vary based on the type of Contract issued:

[The following text applies to Accumulator Series B, CP and L]

[You may terminate this Rider voluntarily provided that all Withdrawal Charges have expired under your Contract.]

[The following text applies to Accumulator Series C]

[You may terminate this Rider voluntarily upon completion of [four] Contract Years under the Contract.

In accordance with Section 1.05 you may terminate this Rider voluntarily on the Last GMIB Exercise Date or [30 days] thereafter.]

“four” may vary from zero to ten.

33. Page 24-25: Under *Effect of Termination of this Rider on your Guaranteed Death Benefit*, if an optional Guaranteed Minimum Death Benefit Rider was elected with the GMIB Rider, the following text will appear, depending on the GMDB Rider elected:

[Contracts issued with the “Greater of” GMDB Rider]

[Upon termination of this Rider prior to the Last GMIB Exercise Date, your “Greater of” GMDB Rider will automatically terminate. Your GMDB under the Contract will then be re-characterized as a “Return of Principal” GMDB as described in Section 6.02 of the Contract, as if that death benefit was applicable with this Contract as of the Contract Date.

Upon termination of this Rider on the Last GMIB Exercise Date, or [30 days thereafter], your “Greater of” GMDB remains in effect and withdrawals reduce your GMDB Benefit Base as described in Section 1.02 of that Rider.]

[Contracts issued with the “Highest Anniversary Value (HAV)” GMDB Rider]

[Upon termination of this Rider prior to the Last GMIB Exercise Date, your HAV GMDB Rider will remain in effect, however, withdrawals will reduce your GMDB on a pro-rata basis beginning as of the Transaction Date you terminate your GMIB Rider.

Upon termination of this Rider on the Last GMIB Exercise Date, or [30 days thereafter], your HAV GMDB is retained and withdrawals reduce your GMDB Benefit Base as described in Part III of that Rider.]

34. Page 25: Section 3.04, the reference to the *Endorsement Applicable to the Asset Transfer Program* will appear if we require its issuance with the GMIB Rider. Upon launch it will issue with both GMIB I and GMIB II. Reference to the *Endorsement Applicable to Investment Options* will be issued if we require its issuance with the GMIB Rider. Upon launch it will not issue only with GMIB I because that Rider limits Investment Options to the Asset Allocation Variable Investment Options.

35. Page 25: The officer’s signatures and titles will be revised upon any change thereto.

36. Page 26: *The GMIB Purchase Factors are shown. We may issue the Rider with the following alternate table.*

Attachment A
Guaranteed Minimum Income Benefit Table of Guaranteed Annuity Purchase Factors For Initial Level Annual
Income Annual Rates Based on the Application of \$100 Purchase Factors

<u>Election Age</u>	<u>Life Annuity</u>	
	Male	Female
[60	3.27	3.09
61	3.33	3.14
62	3.39	3.20
63	3.46	3.26
64	3.53	3.32
65	3.60	3.39
66	3.68	3.45
67	3.76	3.53
68	3.85	3.60
69	3.93	3.68
70	4.02	3.76
71	4.12	3.85
72	4.22	3.94
73	4.33	4.04
74	4.44	4.14
75	4.55	4.25
76	4.67	4.36
77	4.80	4.48
78	4.94	4.61
79	5.08	4.74
80	5.22	4.88
81	5.38	5.03
82	5.54	5.18
83	5.72	5.35
84	5.90	5.52
85	6.09	5.70

Other forms of annuities may be available. The amount of income provided under an Annuity Benefit payable on the Life Annuity Form is based on 1.25% interest and mortality equal to 46% for males and 48% for females of the Annuity 2000 Mortality Table projected at 1.15% for males and 1.35% for females for a number of years equal to attained age minus 20, but not less than 30.]

AXA EQUITABLE LIFE INSURANCE COMPANY
Statement of Variability
For Application **2012 App 01 ACC11 & 2012 App 02 ACC11**

The following comments describe the nature and scope of the variable material in the forms. In addition, we may include in each section statements that provide instructions on how to complete the enrollment forms and applications to simplify administration and systems processing.

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. The address, web address, telephone numbers, the catalog number, the barcode (which is reflective of the catalog number), and page footers of the form should be considered administrative in nature and are subject to change.
2. In Section 1 the Type of Contract references the markets (e.g., "NQ", "QP", "IRA", etc) that may be added or removed to reflect markets offered. Accordingly any footnote made to this section may be modified.
3. In Section 1 the available methods of payment may vary by the type of markets offered.
4. In Section 2 the available types of ownership may vary by the type of markets offered.
5. In Section 2 the information requested may be changed or added as a result of requirements of the U.S. Patriot Act.
6. In Section 5 the optional riders available under the contract will be shown here. As riders are added to the contract through the state approval process and/or product introduction of previously approved riders, this section may be modified. If the Company discontinues the offering of an optional benefit rider, it will not be shown in Section 5.
 - Owner issue ages may range from 20 – 90
 - Age 85 referenced in the GMDB Riders may vary from 70 to 95
 - The following ages referenced in this section of the rider may vary within the range of plus or minus 10 years: 70 and 71
 - The Annual Roll Up and Deferral Bonus Roll Up Rates may vary within the range of 0.5% - 10%
7. In Section 7, Special Money Market DCA durations may change or additional periods may be added, such as 18 or 24 months.
8. In Section 8, the Guaranteed Interest Option allocation restriction amount may vary from 0 – 100%.
9. In Section 8 the Separate Account Variable Investment Options available from AXA Equitable will be listed here and have been approved by the New York State Insurance Department. If AXA Equitable at any time, adds, removes, or limits Variable Investment Options or changes the Separate Account pursuant to the terms of the Contract, the list of Variable Investment Options will be changed accordingly. The percentage ranges for the various Investment Options and Categories minimums may range from "none" to 100%, maximums may range from 1% to 100%. The category names for the Investment Options may change based on the Company's asset classification. Categories may be deleted, added or merged based on current asset allocation rules. The list of Allocation Rule fund exceptions, may be modified as such rules and/or funds change.

10. In Section 8, we reserve the right to change the minimum or maximum contribution amounts, which may change due to market conditions.
11. In Section 13 age 85 and 85th birthday referenced may range from 70-95. 30 days referenced may vary from 15-120 days.
12. In Section 14 commission options may be added or removed.



Gregory Prato
Assistant Vice President
Annuity Product Management & Filing

January 20, 2012

Mr. Jay Bradford, Insurance Commissioner
Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201-1904

Re: AXA Equitable Life Insurance Company
NAIC #0968-62944
FEIN # 13-5570651
Form: ICC12GMIBA – GMIB Rider
ICC12DPTGAP100 – Data Pages
ICC12DPTGAP125 - Data Pages
2012 App 01 ACC11 - Application
2012 App 02 ACC11 - Application

Dear Mr. Bradford:

Filing Overview

We are filing for the approval the above referenced Guaranteed Minimum Income Benefit Rider, Table of Guaranteed Annuity Payments (TGAP) Data Pages and two applications. These forms will be used with flexible premium combination fixed and variable deferred annuity contract ICC11BASE1-A and ICC11BASE2-A approved by you on 08/26/2011, (State Tracking No. 48678). Rider ICC12GMIBA will replace rider ICC11GMIB, Data Pages ICC12DPTGAP100 and ICC12DPTGAP125 will replace Data Pages ICC11DP-TGAP-A and ICC11DP-TGAP-B respectively, and applications 2012 App 01 ACC11 and 2012 App 02 ACC11 will replace application forms 2011 App 01 ACC11 and 2011 App 02 ACC11 respectively. The rider, data pages and application forms being replaced were also approved by you on 08/26/2011, (State Tracking No. 48678).

Change in Rider ICC12GMIBA

Rider ICC12GMIBA is substantially similar to the form it will replace except that the new rider will only offer a Life annuity payout upon GMIB exercise. Therefore, we have removed references to the Life with Period Certain payout option upon GMIB exercise that formerly appeared on pages 2, 7 and Attachment A on page 26.

Description of Rider ICC12GMIBA

The following is a description of the GMIB rider that was provided in State Tracking No. 48678 and is still applicable to the subject rider. Like the form it will replace, Rider ICC12GMIBA provides for an optional Guaranteed Minimum Income Benefit with Guaranteed Withdrawal Benefit for Life Conversion Benefit (“GMIB”). The Rider’s GMIB benefit gives the owner the option to convert to a GWBL on the

last GMIB exercise date (the Contract Date Anniversary following attainment of age 85). The terms and conditions for the conversion option are included in the GMIB rider and are followed by a complete description of the "post conversion" GWBL benefit. If the owner does not elect an option at the last GMIB exercise date, the Contract automatically converts to the GWBL Benefit. This rider thereby provides the client an ongoing benefit for life. The GMIB I Rider is issued if the client elects Investment Option A on the application, while the GMIB II Rider is issued if the client elects Investment Option B. GMIB II offers more investment option choices and therefore has a higher charge. The Rider provides for an annual reset of the rollup benefit base on each Contract Date Anniversary. The charge may increase upon any reset but it will be no greater than the maximum charge stated in the Rider.

New Data Pages for Table of Guaranteed Annuity Payments

Both Contracts ICC11BASE1-A and ICC11BASE2-A will be issued with Data Pages ICC12DPTGAP100, which shows the table of guaranteed annuity payments under the Contracts. Data Pages ICC12DPTGAP125 are being filed for potential future use on a new business basis only.

Change to Applications 2012 App 01 ACC 11 and 2012 App 02 ACC11

The new applications are substantially similar to the forms they will replace except that the new applications feature different issue ages for the Highest Anniversary Value and the Return of Principal Guaranteed Death Benefit Rider (See Application Section 5A and B). Application 2012 App 01 ACC11 will be used our affiliated agency force and 2012 App 02 ACC11 will be used by our wholesale channel.

Applications will be available on an electronic basis through our "E-App" System and reflect the same questions and fields as those contained within the paper application. A client must meet the same proof of who he/she is criteria as is required with the paper application. The client elections will be reflected on the printed version of the electronic application and will be wet signed by the client.

It is also important to note that the application fields are also utilized through our third-party broker/dealer electronic processing order entry system. The agent/broker places an order for a contract through the home office. The data is then electronically transmitted to us and processed electronically. When we issue the contract, we will deliver the contract directly to the owner or send it to the agent/broker for hand delivery to the owner. After contract delivery, the customer has a free-look period during which the customer may cancel the contract and return it to the Company for appropriate refund. Essentially, this is how these financial firms do business. Broker/dealers have procedures under which producers affiliated with these distribution partners can submit customer requests for annuities electronically.

Any broker-dealer that sends information to us in this matter is required to have an anti-money laundering program process in place. This program requires a broker-dealer to 'know their client'. Upon receipt of information we verify the client information from a third-party database, e.g., the client's name, SSN, date of birth and known addresses associated to the client from other financial accounts. In the event that a discrepancy exists between the information provided by the client, we then reach out to the agent or broker to resolve the discrepancy. Failure to resolve high concern issues results in the case being reported to our Anti Money Laundering Office for further instructions.

In addition to the above referenced policy forms, we have enclosed an Actuarial Basis Memorandum and Statements of Variability for the applicable enclosed forms.

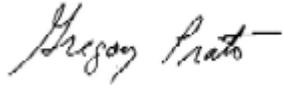
Federal Jurisdiction Exemption from Flesch Score

This contract is subject to federal jurisdiction and has been filed with the Securities and Exchange Commission. Accordingly, it is exempt from Flesch score requirements.

In order to meet our introduction date for this product, we are seeking an approval date by **March 15, 2012.**

Any you have any questions pertaining to the actuarial information in this filing please contact our actuary, Jeffrey Rait at (212) 314-2944. For any other questions or if there is anything I (we) can do to assist your review, please do not hesitate to contact me at (212) 314-5710.

Cordially,

A handwritten signature in cursive script that reads "Gregory Prato".

Gregory Prato

Assistant Vice President

AXA Equitable Life Insurance Company

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