

State:	Arkansas	Filing Company:	AXA Equitable Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	MSO and Policy Continuation Riders (AXAEQ)		
Project Name/Number:	MSO and Policy Continuation Riders for use with COIL/		

Filing at a Glance

Company:	AXA Equitable Life Insurance Company
Product Name:	MSO and Policy Continuation Riders (AXAEQ)
State:	Arkansas
TOI:	L06I Individual Life - Variable
Sub-TOI:	L06I.002 Single Life - Flexible Premium
Filing Type:	Form
Date Submitted:	07/05/2012
SERFF Tr Num:	ELAS-128424621
SERFF Status:	Closed-Approved-Closed
State Tr Num:	
State Status:	Approved-Closed
Co Tr Num:	
Implementation	On Approval
Date Requested:	
Author(s):	Audrey Arnold, Samra Mekbeb, Sabrena Lallmohamed, Jillian Rios
Reviewer(s):	Linda Bird (primary)
Disposition Date:	07/16/2012
Disposition Status:	Approved-Closed
Implementation Date:	
State Filing Description:	

SERFF Tracking #:	ELAS-128424621	State Tracking #:	Company Tracking #:
State:	Arkansas	Filing Company:	AXA Equitable Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	MSO and Policy Continuation Riders (AXAEQ)		
Project Name/Number:	MSO and Policy Continuation Riders for use with COIL/		

General Information

Project Name: MSO and Policy Continuation Riders for use with COIL Status of Filing in Domicile: Not Filed

Project Number: 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: 07/16/2012

 State Status Changed: 07/12/2012

Deemer Date: Created By: Jillian Rios

Submitted By: Jillian Rios Corresponding Filing Tracking Number:

Filing Description:
July 5, 2012

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

RE: AXA Equitable Life Insurance Company (AXAEQ)
AXA Equitable's FEIN: 13-5570651
AXA Equitable's NAIC #: 0968-62944
Form R12-15 - Variable Indexed Option Rider
Form R12-30 – Policy Continuation Rider
Form AXA-COIL-2012 Individual Flexible Premium Variable Universal Life Questionnaire
Form AXA-CI-2012 Consent To Insurance
Form AXA-GI-2012AR Guaranteed Issue Application
SERFF Tracking Number: ELAS-128424621

Dear Commissioner:

We are filing for approval the above referenced rider and application forms. These riders are new forms and do not replace any forms on file with the Department. These rider forms, if approved, will be issued automatically for new business with previously approved individual flexible premium variable universal life insurance policy, form 08-300, approved by your Department on October 6, 2008. In addition, these rider forms will be provided to in force policy owners.

Description of Rider R12-15: This Variable Indexed Option Rider provides a new investment option available to all owners of policy form 08-300, which is an addition to the other investment options under the policy: the Guaranteed Interest Account and Variable Investment Funds of our Separate Account FP. Under this rider, owners are allowed to allocate their net premiums or transfer amounts under the policy to the Variable Indexed Option, which provides a rate of return that is tied to the performance of the Standard & Poor's Price Return Index, subject to the conditions and limitations specified in the rider. This rider also provides a specified level of protection against any declines in such index.

When the Variable Indexed Option is exercised, there will be a Variable Index Benefit Charge and Variable Index Segment

SERFF Tracking #:	ELAS-128424621	State Tracking #:	Company Tracking #:
State:	Arkansas	Filing Company:	AXA Equitable Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	MSO and Policy Continuation Riders (AXAEQ)		
Project Name/Number:	MSO and Policy Continuation Riders for use with COIL/		

Account Charge, as described in the "Rider Cost" provision of the rider. Additionally, the policy's monthly mortality and expense risk charge will also apply to the amount of the owner's policy account in this investment option. These charges will apply to all policy years during which there is value in this investment option.

Rider form R12-15 is substantially the same as previously approved Variable Indexed Option Rider form R09-30 (approved by your Department on October 29, 2009). Such changes as were made in the currently submitted rider form R12-15 (as contrasted to previously approved rider form R09-30) were due to the specifics of policy form 08-300. An example would be that the policy form 08-300 did not have surrender charges, so that mention of surrender charges had to be removed from the currently submitted rider. Another example is that partial withdrawals in policy form 08-300 were taken from the Net Policy Account Value rather than the Net Cash Surrender Value, so that the terminology in the currently submitted rider had to be changed. Also, certain revisions to deduction allocation percentages were made (as in the Policy Loans and Partial Withdrawal provisions of the rider) to be consistent with those provisions in the base policy form. We have added a limitation (see last paragraph of "This Rider's Benefit provision) on the percentage of net premium payments and loan repayments that may be allocated to this Variable Indexed Option, and also a limitation on the transfer of funds to this investment option. Aside from relatively minor differences such as these, currently submitted rider form R12-15 is substantially the same as previously approved rider form R09-30.

The currently submitted rider form R12-15 may, if approved, be used with other individual variable adjustable life insurance policy forms with the essential characteristics of policy form 08-300 that may be submitted to the Commission for approval in the future.

For your information we have attached the following sample Policy Specification Pages for policy 08-300 that specify information regarding the Variable Indexed Option Rider and Policy Continuation Rider. These are not the entire set of specification pagers for this policy, but only those that are affected by the addition of these forms that are submitted for your current approval. A "Statement of Variable Material" is enclosed for these forms.

- Page 3, Policy Information

This page contains disclosure describing events that will influence the period for which the policy and coverage will continue in force, including information specifically relating to the Variable Indexed Option Rider.

This page also contains information on the percentage limitation of premium and loan repayments to this option, and the percentage limitation on transfers to this investment option.

- Page 3-Continued, Policy Information Continued – Table of Additional Benefit Riders

This page includes the following features of the Variable Indexed Option (VIO) : (1) Separate Account 67, which has been established specifically for this rider; (2) the Variable Index Benefit Charge; (3) Segment Start Date; (4) Segment Maturity Date; (5) Guaranteed Participation Rate; (6) Guaranteed Minimum Growth Cap Rate; (7) Segment Loss Absorption Threshold Rate; (8) the Maximum Difference Between the Annual Interest Rate We Credit and the Annual Loan Interest Rate We Charge on the Amount of any Loan Deducted from a VIO Segment; (9) VIO Holding Account; and (10) the Investment Fund If We Restrict Future Allocations to the VIO. This page also includes specific rules regarding the effect of the Variable Indexed Option Rider on other additional benefit riders and/or endorsements, as well as the effect of other additional benefit riders and/or endorsements on the Variable Indexed Option Rider.

- Page 3-Continued, Policy Information Continued – Table of Maximum Monthly Deductions From Your Policy Account

SERFF Tracking #:	ELAS-128424621	State Tracking #:	Company Tracking #:
State:	Arkansas	Filing Company:	AXA Equitable Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	MSO and Policy Continuation Riders (AXAEQ)		
Project Name/Number:	MSO and Policy Continuation Riders for use with COIL/		

This page includes maximum monthly charges that are deducted from policyholders' policy account, including the monthly Variable Index Segment Account Charge and the policy's monthly Mortality and Expense Risk Charge, which both have relevance to the Variable Indexed Option Rider.

• Page 3-Continued, Policy Information Continued – Table of Maximum Policy Continuation Charge Rates

These pages specify the charge rates that would be applied to the Policy Account Value in effect on the date the Policy Continuation Rider is exercised. There is no charge if the rider is not exercised. Only the page appropriate to the life insurance qualification test selected at policy issue (and which may not be changed thereafter) is produced.

Since the Variable Indexed Option Rider and Policy Continuation Rider will be used with a variable life insurance policy subject to SEC regulation as a security, they are exempt from readability requirements.

Description of Rider R12-30: This rider will be included automatically with new issues of the policy form 08-300. The purpose of the rider is to protect the policy from lapsing due to an over loan situation. Subject to the conditions detailed in the rider, the policy owner will be notified that he or she is eligible to exercise the Policy Continuation benefit. There will be a one-time charge if the benefit is exercised. There will be no charge if the benefit is never exercised.

This rider is similar to form S.05-20, Loan Extension Endorsement, approved by your Department on July 19, 2005. For your information, the major differences and similarities are outlined below:

Item	Previous form S.05-20	Current form R12-30
Earliest policy is eligible to go on Loan Extension/Policy Continuation	20th policy year	16th policy year
Activation of Loan Extension/Policy Continuation	Automatically activated if all necessary conditions are met	Policy owner may choose to exercise if all necessary conditions are met.
Cost for Loan Extension/Policy Continuation	No	Yes, one-time charge if exercised by policy owner; otherwise no
May Loan Extension/Policy Continuation be terminated by request after activation?	No	No
Life Insurance qualification test Guideline Premium Test only	Guideline Premium Test or Cash Value Accumulation Test	Guideline Premium Test or Cash Value Accumulation Test

Assuming approval of currently submitted rider form R12-30, we may make this form available for use with other individual variable universal life insurance policies that we may submit to, and have approved by, the Department in the future.

We enclose Actuarial Basis Memoranda for the currently submitted rider forms.

We are also filing for approval application form AXA-COIL-2012. This form will replace form AXA-COIL-2011, approved by your Department on June 14, 2011. This currently submitted form, to be used only with individual flexible premium variable universal life policy form 08-300, has been expanded from the prior version to include various references to the Variable Indexed Option Rider and potential initial allocation of funds to that rider. This form, as it will be used only with a variable life insurance policy subject to SEC regulation as a security, is not subject to readability requirements.

We also file for your approval application forms AXA-CI-2012 and AXA-GI-2012AR, which will be used in guaranteed issues situations for our entire portfolio of individual policies (variable universal life, universal life, term life, and whole life). These two forms will replace collectively forms AXA 301-01 (which includes also parts AXA 301-02 and AXA 301-03, and form 180-6009, approved by your Department, respectively on September 6, 2007 and November 22, 2004; the former form was used where there was one policy owner and multiple insured persons, while the latter form was used where the owner and insured person were the same. A concurrent filing for approval to use these two currently submitted application forms under the name of our

SERFF Tracking #:	ELAS-128424621	State Tracking #:		Company Tracking #:	
State:	Arkansas	Filing Company:	AXA Equitable Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	MSO and Policy Continuation Riders (AXAEQ)				
Project Name/Number:	MSO and Policy Continuation Riders for use with COIL/				

affiliated company, MONY Life Insurance Company of America, will also be made. Readability scores for these forms are: 66.2 for AXA-CI-2012 and 52.77 for AXA-GI-2012AR.

We enclose Statements of Variability for these application forms.

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

Sincerely,
Leah Tomberlin
Vice President

Company and Contact

Filing Contact Information

Leah Tomberlin, Vice President
1290 Avenue of The Americas
13th Floor
New York, NY 10104

Leah.Tomberlin@axa-equitable.com
212-314-3068 [Phone]
212-314-4820 [FAX]

Filing Company Information

AXA Equitable Life Insurance
Company
1290 Avenue of the Americas, 14-
10
New York,, NY 10104
(212) 314-2921 ext. [Phone]

CoCode: 62944
Group Code: 968
Group Name:
FEIN Number: 13-5570651

State of Domicile: New York
Company Type: LIFE
Insurance
State ID Number:

Filing Fees

Fee Required? Yes
Fee Amount: \$250.00
Retaliatory? No
Fee Explanation:
Per Company: No

Company	Amount	Date Processed	Transaction #
AXA Equitable Life Insurance Company	\$250.00	07/05/2012	60662380

SERFF Tracking #:	ELAS-128424621	State Tracking #:		Company Tracking #:	
State:	Arkansas	Filing Company:	AXA Equitable Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	MSO and Policy Continuation Riders (AXAEQ)				
Project Name/Number:	MSO and Policy Continuation Riders for use with COIL/				

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	07/16/2012	07/16/2012
Approved-Closed	Linda Bird	07/12/2012	07/12/2012

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Consent To Insurance	Jillian Rios	07/13/2012	07/13/2012
Form	Individual Flexible Premium Variable Universal Life Questionnaire	Jillian Rios	07/09/2012	07/09/2012

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Request to re-open filing	Note To Filer	Linda Bird	07/12/2012	07/12/2012
Request to re-open filing	Note To Reviewer	Jillian Rios	07/12/2012	07/12/2012

SERFF Tracking #:	ELAS-128424621	State Tracking #:		Company Tracking #:	
State:	Arkansas	Filing Company:	AXA Equitable Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	MSO and Policy Continuation Riders (AXAEQ)				
Project Name/Number:	MSO and Policy Continuation Riders for use with COIL/				

Disposition

Disposition Date: 07/16/2012

Implementation Date:

Status: Approved-Closed

Comment: Correction has been made to the original filing.

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statement of Variability for Riders R12-15 and R12-30		Yes
Supporting Document	Statement of Variability for Application AXA-COIL-2012		Yes
Supporting Document	Statement of Variability for Applications AXA-GI-2012-AR and AXA-CI-2012		Yes
Supporting Document	Specification Pages		Yes
Form	Variable Indexed Option Rider		Yes
Form	Policy Continuation Rider		Yes
Form (revised)	Individual Flexible Premium Variable Universal Life Questionnaire		Yes
Form	Individual Flexible Premium Variable Universal Life Questionnaire	Replaced	Yes
Form (revised)	Consent To Insurance		Yes
Form	Consent To Insurance		Yes
Form	Guaranteed Issue Application	Replaced	Yes

SERFF Tracking #:	ELAS-128424621	State Tracking #:		Company Tracking #:	
State:	Arkansas	Filing Company:	AXA Equitable Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	MSO and Policy Continuation Riders (AXAEQ)				
Project Name/Number:	MSO and Policy Continuation Riders for use with COIL/				

Disposition

Disposition Date: 07/12/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statement of Variability for Riders R12-15 and R12-30		Yes
Supporting Document	Statement of Variability for Application AXA-COIL-2012		Yes
Supporting Document	Statement of Variability for Applications AXA-GI-2012-AR and AXA-CI-2012		Yes
Supporting Document	Specification Pages		Yes
Form	Variable Indexed Option Rider		Yes
Form	Policy Continuation Rider		Yes
Form (revised)	Individual Flexible Premium Variable Universal Life Questionnaire		Yes
Form	Individual Flexible Premium Variable Universal Life Questionnaire	Replaced	Yes
Form (revised)	Consent To Insurance		Yes
Form	Consent To Insurance		Yes
Form	Guaranteed Issue Application	Replaced	Yes

SERFF Tracking #:	ELAS-128424621	State Tracking #:		Company Tracking #:	
State:	Arkansas	Filing Company:	AXA Equitable Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	MSO and Policy Continuation Riders (AXAEQ)				
Project Name/Number:	MSO and Policy Continuation Riders for use with COIL/				

Amendment Letter

Submitted Date: 07/13/2012

Comments:

Due to a typographical error, we have removed the instructions "Complete question 14 if replacement" from question 13 on page 2 of AXA-CI-2012. No other text has been changed.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
AXA-CI-2012	Application/Enrollment Form	Consent To Insurance	Initial				66.200	Consent to Insurance-AXA-CI-2012 bracketed.pdf

Submitted Date: 07/09/2012

Comments:

There was a small typo on the application. It has now been corrected. Thank you.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
AXA-COIL-2012	Application/Enrollment Form	Individual Flexible Premium Universal Life Questionnaire	Initial					AXA-COIL-2012 bracketed.pdf

State:	Arkansas	Filing Company:	AXA Equitable Life Insurance Company
---------------	----------	------------------------	--------------------------------------

TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium
---------------------	---

Product Name:	MSO and Policy Continuation Riders (AXAEQ)
----------------------	--

Project Name/Number:	MSO and Policy Continuation Riders for use with COIL/
-----------------------------	---

Note To Filer

Created By:

Linda Bird on 07/12/2012 03:19 PM

Last Edited By:

Linda Bird

Submitted On:

07/12/2012 03:19 PM

Subject:

Request to re-open filing

Comments:

Filing has been re-opened in order for correction to be made.

SERFF Tracking #:	ELAS-128424621	State Tracking #:		Company Tracking #:	
State:	Arkansas	Filing Company:	AXA Equitable Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	MSO and Policy Continuation Riders (AXAEQ)				
Project Name/Number:	MSO and Policy Continuation Riders for use with COIL/				

Note To Reviewer

Created By:

Jillian Rios on 07/12/2012 11:44 AM

Last Edited By:

Jillian Rios

Submitted On:

07/12/2012 11:45 AM

Subject:

Request to re-open filing

Comments:

We would like to attach a revised CI application to the filing. There was a typographical error on the one that was approved. Thank you and we apologize for the inconvenience.

SERFF Tracking #:	ELAS-128424621	State Tracking #:		Company Tracking #:	
State:	Arkansas	Filing Company:	AXA Equitable Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	MSO and Policy Continuation Riders (AXAEQ)				
Project Name/Number:	MSO and Policy Continuation Riders for use with COIL/				

Form Schedule

Lead Form Number: R12-15							
Item No.	Schedule Item Status	Form Number	Form Type	Form Name	Action/Action Specific Data	Readability Score	Attachments
1		R12-15	POLA	Variable Indexed Option Rider	Initial:		R12-15.pdf
2		R12-30	POLA	Policy Continuation Rider	Initial:		R12-30.pdf
3		AXA-COIL-2012	AEF	Individual Flexible Premium Variable Universal Life Questionnaire	Initial:		AXA-COIL-2012 bracketed.pdf
4		AXA-CI-2012	AEF	Consent To Insurance	Initial:	66.200	Consent to Insurance-AXA-CI-2012 bracketed.pdf
5	Replaced 07/16/2012	AXA-GI-2012AR	AEF	Guaranteed Issue Application	Initial:	52.770	GI Application- AXA-GI-2012AR bracketed.pdf

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
OTH	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages

**Variable Indexed
Option Rider**

In this rider "we", "our" and "us" mean AXA Equitable Life Insurance Company. "You" and "your" mean the owner of the policy.

Effective Date of this Rider. This rider is effective on the Register Date of the policy. If this rider is added after issue of the policy, the effective date of this rider is shown on the Additional Benefits Rider to which it is attached. The provisions of this rider will apply in lieu of any policy provisions to the contrary.

This Rider's Benefit. This rider allows you to allocate your net premiums or transfer amounts of the policy to our Variable Indexed Option (VIO), which is an investment option that provides a rate of return that is tied to the performance of the S&P 500 Price Return index (the "Index") subject to the conditions and limitations described in this rider. In addition, this rider provides a specified level of protection against declines in the Index. When this rider is in effect, the amount in your Policy Account at any time is equal to the sum of the amounts you then have in our Guaranteed Interest Account (GIA), the investment funds of our Separate Account (SA) under the base policy including the VIO Holding Account, and Segment Accounts.

While this rider is part of this policy, no more than a specified percentage of any net premium payment or loan repayment may be allocated to our VIO. In addition, any transfer of funds to this investment option will be declined if such transfer would result in more than a specified percentage of your unloaned Policy Account Value being in the VIO Holding Account and any Segment Accounts. These percentages are shown in the "Policy Information" section of your policy.

Rider Definitions

In this section, we define certain terms that are used throughout this rider. Other terms are defined elsewhere in this rider.

Initial Segment Account. This is the initial amount of the Segment Account for a new Segment on the Segment Start Date. It will be determined based on the amount in your VIO Holding Account on that date, as follows: (1) We will first make any transfer from your value in the VIO Holding Account to the unloaned portion of our GIA, as described in the "Charge Reserve Amount" provision of this rider. (2) Your remaining value in the VIO Holding Account will then be transferred into the new Segment, subject to any limit we have set on the total amount you can allocate to your Segments under this policy. The excess, if any, will not be transferred into the new Segment. We reserve the right to set or change such a limit at any time. However, we will send you advance written notice if we do this. (3) We will deduct a Variable Index Benefit Charge from the amount to be transferred from the VIO Holding Account into a new Segment on the Segment Start Date, as described in the "Cost of this Rider" provision below. Your Initial Segment Account on the Segment Start Date will then be equal to the balance of this amount after deduction of such charge.

Segment. A new Segment is started when an amount is transferred from the VIO Holding Account into a new Segment Account within your policy. In order for any amount to be transferred from the VIO Holding Account into a new Segment Account on a Segment Start Date, all of the following conditions must be met on such date:

- (1) the Growth Cap Rate set by us for that Segment must be equal to or greater than the minimum Growth Cap Rate, if any, last specified by you;
- (2) there must be sufficient funds within the unloaned portion of our GIA and the investment funds of our SA under the base policy including the VIO Holding Account to cover the Charge Reserve Amount as determined by us on such date;
- (3) the annual interest rate currently being credited on the unloaned portion of our GIA on such date must be less than the Growth Cap Rate we have set for the Segment, reduced by the sum on such date of the Variable Index Benefit Charge rate, the current annualized monthly Variable Index Segment Account Charge rate, and the current annualized monthly mortality and expense risk charge rate;
- (4) it must not be necessary, as determined by us on such date, for us to make a distribution from the policy during the Segment Term in order for the policy to continue to qualify as life insurance under applicable tax law. For more information, see the "Policy Distributions - Applicable Tax Law" provision of this rider; and

- (5) the total amount allocated to your Segments under your policy on such date must be less than any limit we may have declared .

If any of the above conditions are not met, no transfer will occur.

Segment Account. The amount of an Initial Segment Account reduced by any subsequent monthly deductions, policy loans, or policy distributions we deem necessary that are allocated to the Segment. Any such reduction in a Segment Account prior to its Segment Maturity Date will result in a corresponding Segment Market Value Adjustment. Generally, this Segment Market Value Adjustment will further reduce the Segment Account. Segment Accounts are used in calculating policy account values in the determination of death benefits and the net amounts at risk for monthly cost of insurance calculations of the policy, and the new base policy face amount associated with a requested change in death benefit option.

Segment Index-Linked Return. An amount that is added to or subtracted from the Segment Account on the Segment Maturity Date; this amount is equal to the Segment Index Linked Rate of Return, as described in this rider, multiplied by the Segment Account on the Segment Maturity Date. The Segment Index-Linked Return may be positive, negative, or zero, resulting in an increase, decrease, or no change to your Policy Account.

Segment Start Date. The date on which a Segment is established. The Segment Start Date is shown in the “Policy Information” section of the policy. We reserve the right to change the frequency with which we offer new Segments, to stop offering them, or temporarily to suspend offering them.

Segment Term. The term for each Segment begins on its Segment Start Date and ends on its Segment Maturity Date.

Segment Market Value Adjustment. For purposes of determining the Segment Value at any time before the Segment Maturity Date, the Segment Market Value Adjustment is equal to (1) the Put Option Factor multiplied by the current Segment Account, minus (2) a proportionate portion for the remainder of the Segment Term of the Variable Index Benefit Charge rate multiplied by the current Segment Account, divided by one minus the Variable Index Benefit Charge rate.

The Put Option Factor on any date represents the value per \$1 of the Segment Account on that date of a put option on the S&P 500 Price Return index having a strike price at Segment Maturity equal to the Segment Account multiplied by the sum of 100% and the Segment Loss Absorption Threshold Rate shown in the “Policy Information” section of the policy. We will utilize a fair market value methodology to determine the Put Option Factor. We determine Put Option Factors at the end of each business day. Generally, a business day is any day the New York Stock Exchange is open for trading. The Put Option Factor that applies to a transaction or determination of Segment Value made on a business day will be the Factor for that day. The Put Option Factor that applies to a transaction or determination of Segment Value on a non-business day will be the Factor for the next business day.

For purposes of determining the Segment Market Value Adjustment to the Segment Account when any portion of a policy loan, policy distribution, or monthly deduction is allocated to a Segment, the Segment Market Value Adjustment will be determined as specified below.

- (1) The Segment Value will be reduced by the allocated portion of the policy loan, policy distribution, or monthly deduction.
- (2) Then, the Segment Market Value Adjustment will be equal to the difference between the corresponding reduction in the Segment Account and the allocated portion of the policy loan, policy distribution, or monthly deduction.

If the insured person dies during a Segment Term, no negative Segment Market Value Adjustment will apply as a result of such death. Any positive Segment Market Value Adjustment that would have been applicable upon a complete surrender of the policy will be included with the amount in your Segment Account to determine the death benefit, if it becomes payable during such time under death benefit Option B or if the death benefit is calculated as a percentage of the amount in your Policy Account.

Segment Maturity Date. The date on which a Segment Term is completed and any Segment Index-Linked Return is added to or subtracted from a Segment Account. The Segment Maturity Date is shown in the “Policy Information” section of the policy. The Segment Index-Linked Return may be positive, negative, or zero, resulting in an increase, decrease, or no change to your Policy Account.

Segment Maturity Value. This is the Segment Account plus or minus the Segment Index-Linked Return for that Segment.

Segment Value. At any time prior to the Segment Maturity Date, this is the Segment Account minus the Segment Market Value Adjustment.

While Segments are in effect, the Segment Values will be used in place of the Segment Accounts in calculating the amount of the Policy Account Value and Net Policy Account Value available for monthly deductions and other distributions; Cash Surrender Value; Net Cash Surrender Value; maximum loan value, as referred to in the base policy; and in determining whether any outstanding policy loan and accrued loan interest exceeds the Policy Account Value.

VIO Holding Account. This is a portion of your Policy Account that holds units of the investment fund of our SA under the base policy that is specified in the “Policy Information” section of the policy. Net premiums and other amounts allocated or transferred to the VIO will be used to purchase units of this fund, prior to any transfer into a new Segment. Such units within the VIO Holding Account will be accounted for separately from any other units of this fund you may have purchased. Such units of this fund will be redeemed when any amounts are deducted, loaned, transferred, or withdrawn from the VIO Holding Account. The amount of your Policy Account in the VIO Holding Account at any time will be equal to the number of units this policy then has in that account multiplied by this fund’s unit value at that time.

Rider Cost

Cost of this Rider. There is a Variable Index Benefit Charge that is deducted from the amount being transferred from the VIO Holding Account into a new Segment on a Segment Start Date; such charge is shown in the “Policy Information” section of the policy.

Additionally, there is a monthly Variable Index Segment Account Charge that is part of the monthly deductions from your Policy Account (see the “Monthly Deductions” provision of the policy). This charge will apply to each Segment Account while any Segment is in effect. We may change the Variable Index Segment Account Charge from time to time. Any change in such charge will be in accordance with the “Changes in Policy Cost Factors” provision of this rider. The maximum monthly Variable Index Segment Account Charge is shown in the “Table of Maximum Monthly Deductions from Your Policy Account” in the policy.

The cost of this rider will apply in any policy year during which a Segment is in effect.

The policy’s monthly mortality and expense risk charge will also apply to the amount of your Policy Account in the VIO Holding Account and in any Segment Accounts.

Variable Indexed Option

Your Policy Account in Our VIO. Prior to a Segment Maturity Date, the Policy Account you have in our VIO at any time is equal to the sum of Segment Accounts and any amounts held in the VIO Holding Account. Amounts may be withdrawn from the VIO Holding Account, or may be transferred from the VIO Holding Account to one or more of the other investment funds of our SA under the base policy or to the unloaned portion of our GIA at any time prior to the next Segment Start Date, subject to our normal rules as stated in the provisions of the policy pertaining to these policy transactions. However, once we transfer an amount from the VIO Holding Account into a new Segment on a Segment Start Date, such amount will not be available for requested transfers or partial Net Policy Account Value withdrawals until the Segment Maturity Date; see the “Transfers” and “Partial Withdrawal” provisions of this rider.

On a Segment Maturity Date, we will add or subtract a Segment Index-Linked Return to or from the Segment Account, which will result in the Segment Maturity Value. The Segment Index-Linked Return is equal to the Segment Index-Linked Rate of Return described in this rider, multiplied by the Segment Account on the Segment Maturity Date. The Segment Index-Linked Return may be positive, negative, or zero, resulting in an increase, decrease, or no change to your Policy Account.

Segment Index Performance Rate. The Segment Index Performance Rate measures the performance of the S&P 500 Price Return index (the “Index”) during each Segment Term.

- The Segment Index Performance Rate is (b) divided by (a) minus one, where:
 - (a) is the value of the Index at the close of business on the Segment Start Date, and
 - (b) is the value of the Index at the close of business on the Segment Maturity Date.

We determine the value of the Index at the close of business, which is the end of a business day. Generally, a business day is any day the New York Stock Exchange is open for trading. If the New York Stock Exchange is not open for trading or if the Index Value is not published on the Segment Start Date or the Segment Maturity Date, the value of the Index will be determined as of the end of the most recent preceding business day for which the Index Value is published.

Discontinuation of or Substantial Change to the Index and Addition of Other Indexes. Subject to the approval of the insurance supervisory official of the jurisdiction in which this policy is delivered, we reserve the right to:

1. substitute an alternative index if the publication of the Index is discontinued or at our sole discretion we determine that our use of the Index should be discontinued, or if the calculation of the Index is substantially changed; and
2. add additional indexes under this rider at any time.

We will notify you or any assignee on our records of any such substitution or addition, prior to our use of any alternative or additional index.

Segment Index-Linked Rate of Return. The Segment Index-Linked Rate of Return is equal to the Segment Index Performance Rate multiplied by the Guaranteed Participation Rate, but not to exceed the Growth Cap Rate, as defined below. The Segment Index-Linked Rate of Return may be subject to the Segment Loss Absorption Threshold Rate, provided that certain conditions, as described below, are met.

- The Guaranteed Participation Rate is the percentage of the Segment Index Performance Rate that we will use to determine the Segment Index-Linked Rate of Return. The Guaranteed Participation Rate is shown in the “Policy Information” section of the policy.

- The Growth Cap Rate is the maximum rate of return that a Segment Account can earn. We will set the Growth Cap Rate for each Segment on the Segment Start Date; such rate will not change during a Segment Term. The Growth Cap Rate may vary for each Segment; any change in such rate will be in accordance with the “Changes in Policy Cost Factors” provision of this rider. However, such rate will never be less than the Guaranteed Minimum Growth Cap Rate shown in the “Policy Information” section of the policy.

You can specify a minimum Growth Cap Rate below which you do not wish to participate in a Segment. In the event that a Growth Cap Rate is set for a new Segment and that rate is less than the rate you specified, if any, any amounts in the VIO Holding Account will not be transferred into that new Segment. If you do not specify a minimum Growth Cap Rate, any amount in the VIO Holding Account will be transferred into that new Segment, subject to the requirements, conditions, and limitations described in this rider.

In the event that a Growth Cap Rate is set for a new Segment and that rate, reduced by the sum of the Variable Index Benefit Charge rate, the current annualized monthly Variable Index Segment Account Charge rate, and the current annualized monthly mortality and expense risk charge rate, is less than or equal to the annual rate of interest currently being credited to the unloaned portion of our GIA on the Segment Start Date, any amount in the VIO Holding Account will not be transferred into that new Segment.

- The Segment Loss Absorption Threshold Rate is the maximum percentage decline in the Index over the Segment Term that will be absorbed under this rider with no resulting reduction in your Policy Account at segment maturity due to such decline of the Index. Any percentage decline in the Index in excess of the Segment Loss Absorption Threshold Rate will result in a reduction in your Policy Account. Thus, if the Segment Index Performance Rate is between 0% and the Segment Loss Absorption Threshold Rate, the Segment Index-Linked Rate of Return will be 0% and the Segment Indexed-Linked Return will be zero, resulting in no corresponding reduction in your Policy Account. If the Segment Index Performance Rate is less than the Segment Loss Absorption Threshold Rate, the Segment Index-Linked Rate of Return will be equal to the Segment Index Performance Rate minus the Segment Loss Absorption Threshold Rate and the Segment Index-Linked Return will be negative, resulting in a corresponding reduction in your Policy Account.

The Segment Loss Absorption Threshold Rate is shown in the “Policy Information” section of the policy; this Segment Loss Absorption Threshold Rate for a Segment will not change during a Segment Term. We reserve the right to set different Segment Loss Absorption Threshold Rates for new Segments we may offer in the future; such rate will only provide more protection than the Segment Loss Absorption Threshold Rate stated at issue in the “Policy Information” section of the policy. We will send you advance written notice of any such change.

The Segment Index-Linked Rate of Return is applied only to amounts that remain in a Segment Account until the Segment Maturity Date.

Reallocation of the Segment Maturity Value. In accordance with your direction, we will transfer all or a portion of the Segment Maturity Value to the VIO Holding Account, any other investment funds of our SA under the base policy or the unloaned portion of our GIA. Any amount for which you do not provide direction will be transferred to the VIO Holding Account. Any amount in the VIO Holding Account, excluding (1) any amount transferred to the unloaned portion of our GIA in order to meet the Charge Reserve Amount requirement described in the “Monthly Deductions” provision of this rider and (2) the Variable Index Benefit Charge, will be transferred to a new Segment on the next available Segment Start Date, subject to other requirements, conditions, and limitations described in this rider.

We have the right to restrict future allocations to the VIO. If this occurs, all outstanding Segments as of the effective date of the restriction will continue until their respective Segment Maturity Dates in accordance with the terms of this rider. As each Segment matures, the applicable Segment Maturity Value will be transferred to the unloaned portion of our GIA and/or to one or more investment funds in our SA under the base policy at your direction, or, if no directions are received, to the investment fund shown in the "Policy Information" section of the policy.

Effect of this Rider on Policy Provisions

Monthly Deductions. While a Segment is in effect, monthly deductions will not be allocated as specified in the "Allocations" provision of the policy. Instead, the monthly deductions will be made as follows:

The monthly deduction allocation will be changed so that the entire amount of each deduction will be taken from the unloaned portion of our GIA while any Segment is in effect. In the event that your value in the unloaned portion of our GIA is insufficient to fully cover monthly deductions while a Segment remains in effect during a Segment Term, then the deductions will be made as specified below.

- (a) We will take as much of the remaining portion of the monthly deductions as possible proportionately from any value in the VIO Holding Account and your values in the other investment funds of our SA under the base policy.
- (b) If your values in the unloaned portion of our GIA and the investment funds of our SA under the base policy including the VIO Holding Account are insufficient to cover the total monthly deductions, the remaining amount of the deductions will then be allocated to any Segments then in effect on a proportionate basis, based on the current Segment Values of such Segments. Such deduction of the amount allocated to any Segment will cause a corresponding Segment Market Value Adjustment to the Segment Account.

These modifications to the deduction allocation rules specified in the "Allocations" provision of the policy will only apply while at least one Segment is in effect.

Charge Reserve Amount. We will require that a minimum amount of your Policy Account, called the Charge Reserve Amount, be available in the unloaned portion of our GIA on the Segment Start Date. The Charge Reserve Amount will be determined as an amount projected to be sufficient to cover all monthly deductions for the policy during the Segment Term, assuming at the time such calculation is made that no interest or investment performance is credited to or charged against your Policy Account and that no policy changes or additional premium payments are made. The Charge Reserve Amount will be determined on each applicable Segment Start Date, and any necessary transfers to supplement the amount in the unloaned portion of our GIA in order to meet this requirement will take effect on that date. There will be no charge for this transfer. Any such transfer from your values in the investment funds in our SA under the base policy including any value in the VIO Holding Account to meet this requirement will be made proportionately from any value in the VIO Holding Account and your values in the other investment funds of our SA under the base policy. If your values in the investment funds of our SA under the base policy including the VIO Holding Account, and the unloaned portion of our GIA are insufficient to cover the Charge Reserve Amount on the Segment Start Date, any amount in the VIO Holding Account will not be transferred into a new Segment.

The Charge Reserve Amount will be reduced by each subsequent monthly deduction during the Segment Term, although it will never be less than zero. The Charge Reserve Amount is a reference value only, which is utilized as described in this rider. It is not used to determine actual monthly deductions, policy account values, or cash surrender values during a Segment Term.

The Charge Reserve Amount may not be sufficient to cover actual monthly deductions during a Segment Term. Actual monthly deductions may vary during a Segment Term due to requested policy changes, additional premium payments, the investment performance of the funds in our SA under the base policy, policy loans, partial Net Policy Account Value withdrawals, and any changes we might make to current policy charges.

Policy Loans. Unless otherwise specified in this rider, the loan provisions of the base policy will apply.

If a VIO Segment is in effect, the loan will be allocated as follows:

- (a) We will first deduct as much of the loan as possible proportionately from any value in the VIO Holding Account, your values in the other investment funds of our SA under the base policy, and the unloaned portion of our GIA, excluding any remaining Charge Reserve Amount.
- (b) If your values in the investment funds of our SA under the base policy including the VIO Holding Account, and the unloaned portion of our GIA excluding any remaining Charge Reserve Amount, are insufficient to cover the entire loan, we will then deduct as much of the remaining amount of the loan as possible from the individual Segments then in effect on a proportionate basis, based on the current Segment Values of the Segments.
- (c) If your values in the investment funds of our SA under the base policy including the VIO Holding Account, the unloaned portion of our GIA excluding any remaining Charge Reserve Amount, and the Segment Values are still insufficient to cover the entire loan, the remaining amount of the loan will be allocated to the unloaned portion of our GIA, including any Charge Reserve Amount.

Loan interest is due on each policy anniversary. If the interest is not paid when due, it will be added to your outstanding loan and allocated on the basis of the deduction allocation rules described in the "Monthly Deductions" provision of this rider.

Any portion of a loan or unpaid loan interest allocated to an individual Segment will cause a corresponding Segment Market Value Adjustment of the Segment Account.

The amount of any loan that we deduct from a VIO Segment will be transferred to the loaned portion of our GIA; the maximum difference between the interest rate we credit to such loaned portion of our GIA and the loan interest rate we charge is shown in the "Policy Information" section of the policy.

On each policy anniversary, and at any time you repay all of the policy loan, we will allocate the interest that has been credited to the loaned portion of our GIA to the investment funds of our Separate Account under the base policy including the VIO Holding Account, and the unloaned portion of our GIA in accordance with your premium allocation percentages.

Loan Repayments. Unless otherwise specified in this rider, the loan repayment provisions of the policy will apply. All loan repayments will first reduce any portion of your outstanding loan, including any unpaid loan interest, which was deducted from any VIO Segment. Loan repayments will first be allocated to our GIA until you have repaid any loaned amounts that were allocated to our GIA. Any portion of an additional loan repayment allocated to our VIO on the basis of the premium allocation percentages then in effect will be transferred from your value in the loaned portion of our GIA to the VIO Holding Account.

Policy Distributions—Applicable Tax Law. As stated in the policy, we reserve the right to make distributions, which, in our opinion, we deem necessary to continue to qualify the policy as life insurance under applicable tax law. If on any Segment Start Date we determine that a distribution will become necessary to maintain the policy's qualification as life insurance during a Segment Term, a new Segment will not be established. If a distribution subsequently becomes necessary while a Segment is in effect, we will make such distribution as follows:

- (a) We will first deduct as much of the distribution as possible proportionately from any value in the VIO Holding Account, your values in the other investment funds of our SA under the base policy, and the unloaned portion of our GIA, excluding any remaining Charge Reserve Amount.
- (b) If your values in the investment funds of our SA under the base policy including the VIO Holding Account, and the unloaned portion of our GIA excluding any remaining Charge Reserve Amount, are insufficient to cover the entire distribution, we will then deduct as much of the remaining amount of the distribution as possible from the individual Segments then in effect on a proportionate basis, based on the current Segment Values of the Segments. Such deductions will cause a corresponding Segment Market Value Adjustment of each Segment Account.
- (c) If your values in the investment funds of our SA under the base policy including the VIO Holding Account, the unloaned portion of our GIA excluding any remaining Charge Reserve Amount, and the Segment Values are still insufficient to cover the entire distribution, the remaining amount of the distribution will be allocated to the unloaned portion of our GIA, including any remaining Charge Reserve Amount.

Transfers. Unless otherwise specified in this rider, we will transfer amounts to and from your values in our unloaned GIA, the VIO Holding Account, and any other investment fund of our SA under the base policy in accordance with your direction and the rules specified in the "Transfers" provision of the policy.

At your written request to our Administrative Office, we will transfer amounts from your value in any investment fund of our SA under the base policy including the VIO Holding Account to one or more other investment options available under the policy. Any such transfer will take effect on the business day we receive your written request at our Administrative Office.

Once during each policy year you may ask us, by written request to our Administrative Office, to transfer an amount you specify from your unloaned value in our GIA, excluding any remaining Charge Reserve Amount if any Segment is in effect on the transfer effective date, to any investment funds of our SA under the base policy including the VIO Holding Account. We must receive your request within a period beginning 30 days prior to the policy anniversary and ending 60 days after the policy anniversary. A transfer request that is received up to 30 days prior to the policy anniversary will be effective on the anniversary. A transfer request received on or within 60 days after the policy anniversary will be effective on the date the request is received at our Administrative Office. The maximum amount that you may transfer in any policy year is the greater of (a) \$500, (b) 25% of the unloaned value in the GIA on the transfer effective date or (c) the amount transferred from the GIA in the immediately preceding policy year, if any. In no event will we transfer more than your unloaned value in our GIA, excluding any remaining Charge Reserve Amount.

A requested transfer out of an existing Segment in our VIO will not be permitted prior to the Segment Maturity Date.

Partial Withdrawal. A requested partial Net Policy Account Value withdrawal from a Segment in our VIO will not be permitted prior to the Segment Maturity Date. In accordance with the rules specified in the “Partial Withdrawal” provision of the policy and the Integrated Term Insurance Rider, if applicable, you may make a partial Net Policy Account Value withdrawal from your values in (a) the unloaned portion of our GIA, excluding any remaining Charge Reserve Amount if a Segment is in effect; and (b) any investment fund of our SA under the base policy including the VIO Holding Account. However, if a Segment is in effect, the amount which would otherwise be available to you for a partial withdrawal will be reduced by the sum of your Segment Values and any remaining Charge Reserve Amount. We will make the partial withdrawal on a proportionate basis from any value in the VIO Holding Account, your values in each of the other investment funds of our SA under the base policy, and the unloaned value in our GIA, excluding any remaining Charge Reserve Amount.

Face Amount Increases. If you request a face amount increase during a Segment Term, the rules for such increase as specified in the “Changing the Face Amount of the Base Policy or Changing the Death Benefit Option” provision of the policy will apply. If you request an increase in Target Amount under the Integrated Term Insurance Rider, if applicable, the rules for such increase as specified in the “Target Amount Increase” provision of the rider will apply. However, when a face amount increase or Target Amount increase is requested during a Segment Term, we will recalculate the Charge Reserve Amount and require that such amount be available in the unloaned portion of our GIA on the effective date of the increase. For such increase, the Charge Reserve Amount will be determined as an amount projected to be sufficient to cover all monthly deductions based on the current face amount for the policy and any Integrated Term Insurance Rider during the longest remaining Segment Term on the effective date of the increase, assuming at the time such calculation is made that no interest or investment performance is credited to or charged against your Policy Account and that no further policy changes or additional premium payments are made. Any necessary transfers to supplement the amount in the unloaned portion of our GIA in order to meet the requirement of such Charge Reserve Amount will take effect on the effective date of the face amount increase or Target Amount increase. There will be no charge for this transfer. Any such transfer from your value in the investment funds of our SA under the base policy including any value in the VIO Holding Account to meet this requirement will be made proportionately from any value in the VIO Holding Account and your values in the other investment funds of our SA under the base policy. If your values in the investment funds of our SA under the base policy including the VIO Holding Account, and the unloaned portion of our GIA are insufficient to cover the Charge Reserve Amount, we will decline your request to increase the face amount or Target Amount.

Change in Policy Cost Factors. Changes in policy cost factors (interest rates we credit to our GIA, cost of insurance rates, the premium charge, the administrative charge, the mortality and expense risk charge, the Variable Index Segment Account Charge, and the Growth Cap Rate) will be on a basis that is equitable to all policyholders of a given class, and will be determined based on reasonable assumptions as to expenses, mortality, policy and contract claims, taxes, investment income, lapses, and market conditions. Any change in policy cost factors will never result in an interest crediting rate or Growth Cap Rate that is lower than that guaranteed in the policy, or policy and rider charges that exceed the maximum policy and rider charges guaranteed in the policy. Any change in policy cost factors will be on a prospective basis; that is, any change will be determined based on future anticipated or emerging experience. Any change in policy cost factors will be determined in accordance with procedures and standards on file, if required, with the insurance supervisory official of the jurisdiction in which this policy is delivered.

How, When and What We May Defer. We may not be able to obtain the value of the assets in the VIO Holding Account or Segment Accounts if (1) the New York Stock Exchange is closed for trading; (2) the Securities and Exchange Commission has determined that a state of emergency exists that may make determination and payment impractical; or (3) the Index Value is not published. During such times, we may defer:

1. Determination and payment of policy loans and partial withdrawals (except when used to pay premiums to us);
2. Determination and payment of any death benefit in excess of the base policy face amount and the face amount of the Integrated Term Insurance Rider, if applicable.
3. Determination and payment of Net Cash Surrender Value pursuant to cancellation or surrender of the base policy;
4. Determination of the unit values of the investment funds of our SA under the base policy and the Segment Account values under this rider; and
5. Any requested transfer.

General Provisions

Our Separate Account Under This Rider. Amounts allocated to our VIO are held in our Separate Account for the Variable Indexed Option Rider shown in the “Table of Additional Benefit Riders” in the policy. We have established this Separate Account and maintain it in accordance with the laws of New York State. Income, realized and unrealized gains and losses from the assets of this Separate Account are credited to or charged against it without regard to our other income, gains or losses. Assets are placed in this Separate Account to support the policy and other life insurance policies. The assets of this Separate Account are our property. We may transfer assets of this Separate Account in excess of reserves and other liabilities with respect to such account to another separate account or to our General Account.

We have the right, subject to compliance with applicable law, to: (a) add new separate accounts to be used for the same purpose as this Separate Account; (b) to divide this Separate Account into two or more separate accounts to be used for the same purpose; and (c) to combine this Separate Account with any other separate account that is used for the same purpose.

We have the right to invest the assets of this Separate Account in any legal investments. We will rely upon our own or outside counsel for advice in this regard.

Other Additional Benefit Riders or Endorsements. If other additional benefit riders or endorsements are attached to your policy, refer to the “Policy Information” section of your policy for any applicable information regarding the effect of this rider on such additional benefit riders or endorsements, or the effect of such additional benefit riders or endorsements on this rider.

When This Rider Will Terminate. This rider will terminate on the earliest of the following dates:

- 1) on the date of the insured person's death;
- 2) on the date the policy ends without value at the end of a Grace Period, is given up for its Net Cash Surrender Value, or otherwise terminates; and
- 3) on the date the policy goes on Policy Continuation.

Our Annual Report to You. In this provision of the policy, the reference to "the value you have in our GIA and in each investment fund of any SA available under this policy" is deemed to mean "the value you have in our VIO, in our GIA, and in any investment fund of our SA."

General. This rider is part of the policy. Its benefit is subject to all the terms of this rider and the policy. All provisions of the policy will continue to apply except as specifically modified by this rider.

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]

Policy Continuation Rider

In this rider “we”, “our” and “us” mean AXA Equitable Life Insurance Company. “You” and “your” mean the owner of the Policy.

Effective Date of this Rider. This rider is effective as of the Register Date of this policy. If this rider is added after issue of this policy, the effective date of this rider is shown on the Additional Benefits Rider to which it is attached. If you exercise this rider, its provisions will apply in lieu of any policy provisions to the contrary.

This Rider’s Benefit. This rider, if exercised, will prevent this policy from lapsing if all conditions noted in the “Conditions For Exercise of Policy Continuation” provision are met at the beginning of a policy month while this rider is in force.

Policy Continuation Charge. There is no charge for this rider unless and until it is exercised. If this rider is exercised, there is a one-time charge. This charge is equal to the Policy Account Value on the date this rider is exercised multiplied by the Policy Continuation Charge Rate shown in the “Policy Information” section. This rate is based on the age of the insured person on the date this rider is exercised.

Notification of Policy Continuation. We will notify you within 15 days after the beginning of the policy month when all of the conditions listed below occur that you may exercise this rider.

Conditions For Exercise of Policy Continuation:

- a) the amount of any outstanding policy loan and accrued loan interest equals or exceeds the Policy Account Value multiplied by the Policy Continuation Trigger Percentage shown in the “Policy Information” section;
- b) the policy has been in force for at least 15 policy years;
- c) the insured person’s attained age is at least 75;
- d) the outstanding loan amount and accrued loan interest exceeds the current base policy face amount plus the current face amount of any Integrated Term Insurance Rider;
- e) the Death Benefit option then in effect is Option A;
- f) the policy is not then in a Grace Period;
- g) no current or future distribution from the policy will be required to maintain its qualification as life insurance under the Internal Revenue Code;
- h) there must be sufficient Net Policy Account Value to cover the Policy Continuation Charge described in this rider; and
- i) the policy must not be a Modified Endowment Contract as defined in section 7702A of the Internal Revenue Code of 1986 and exercising this rider must not cause the policy to become a Modified Endowment Contract.

Exercise of Policy Continuation. If you wish to exercise this rider at this time, you must respond in writing to our Administrative Office within 45 days after the date of the notice. If there is any amount remaining in the unloaned Policy Account in excess of the Policy Continuation Charge, we will treat your instruction to exercise this rider as a request for an additional loan equal to this excess amount. Such amount will then be distributed to you on the effective date of Policy Continuation. Once you exercise this rider, Policy Continuation will remain in effect during the lifetime of the insured person unless the policy is surrendered for its Net Cash Surrender Value.

If you do not respond to the notice to exercise this rider, the policy and the rider will continue according to their terms. You may still exercise this rider at some future time if the appropriate conditions are met; however, we will not send another notice of eligibility to exercise this rider and the policy may lapse.

Effective Date of Policy Continuation. Policy Continuation will take effect at the beginning of the policy month that coincides with or next follows the date we receive your instruction to exercise this rider. If the Net Policy Account Value at that time is not sufficient to cover the Policy Continuation Charge, you will be given 30 days to remit sufficient funds to cover any deficiency for this charge. If these funds are not received within that time, Policy Continuation will not take effect.

Effect of Policy Continuation. All other additional benefit riders (except any Integrated Term Insurance Rider) and endorsements will terminate when Policy Continuation takes effect. Thereafter:

- a) the policy will not lapse, with no further premiums required;
- b) loan interest will continue to be due on each policy anniversary. If the interest is not paid when due, it will be added to your outstanding loan;

- c) any payments received while the policy is on Policy Continuation will be applied as loan repayments and will be allocated to the unloaned portion of our GIA to the extent of any outstanding loan and accrued loan interest. Any excess will be refunded to you; and
- d) on each policy anniversary and any time you repay all of a policy loan, interest credited to the loaned portion of our GIA will be allocated to the unloaned portion of our GIA.

Prohibited Transactions. The following transactions will not be permitted when Policy Continuation is in effect:

- a) partial withdrawals;
- b) premium payments;
- c) changes in face amount or death benefit option;
- d) transfers or allocations out of our unloaned GIA even if the loan is fully repaid; and
- e) any other requested policy changes.

Death Benefit. When Policy Continuation is in effect, the death benefit of this policy including the death benefit of any Integrated Term Insurance Rider is the greatest of: (a) the Policy Account Value or the outstanding loan and accrued loan interest on the insured person's date of death, whichever is greater, multiplied by a percentage shown in the Table of Percentages in the "Policy Information" section for the insured person's age (nearest birthday) at the beginning of each policy year, (b) the outstanding loan and accrued loan interest on the insured person's date of death plus \$10,000, or (c) the current base policy face amount plus the current face amount of any Integrated Term Insurance Rider.

We will subtract the amount of any outstanding policy loan and accrued loan interest from the Insurance Benefit that we will pay, as described in "The Insurance Benefit We Pay" section of the policy.

When This Rider Will Terminate. This rider will terminate when this policy terminates.

Restoration. If this policy ends without value at the end of a Grace Period, this rider may be restored along with the policy in accordance with the conditions specified in the "Restoring Your Policy Benefits" provision of your policy.

How this Rider Relates to the Policy. This rider is a part of the policy. All provisions of the policy will continue to apply except as specifically modified by this rider. This rider has no cash or loan value.

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]

AXA Equitable Life Insurance Company

SECTION B – FLEXIBLE PREMIUM VARIABLE UNIVERSAL LIFE INSURANCE

Name of Proposed Insured _____ Date of Birth _____

PLAN INFORMATION	<p>1. Product Name Corporate Owned Incentive Life (COIL)</p> <p>2. Amount of Insurance \$ _____</p> <p>3. Death Benefit Option <input type="checkbox"/> Option A (Level) <input type="checkbox"/> Option B (Face Amount and Policy Account Value)</p> <p>4. Definition of Life Insurance Test <input type="checkbox"/> Guideline Premium Test <input type="checkbox"/> Cash Value Accumulation Test</p>
-------------------------	--

PREMIUM INFORMATION	<p>5. a. Planned Periodic Premium Amount \$ _____ b. Initial Premium \$ _____</p> <p>6. Premium Mode <input type="checkbox"/> Annually <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly</p> <p>7. Billing Method <input type="checkbox"/> Direct <input type="checkbox"/> List bill <input type="checkbox"/> Single (No further Premium billing will be sent) <input type="checkbox"/> Other</p> <p style="margin-left: 20px;">List Billing Payor Name _____</p> <p style="margin-left: 20px;">SSN/EIN _____</p> <p style="margin-left: 20px;">Address _____ Payor <input type="checkbox"/> Insured <input type="checkbox"/> Corporation <input type="checkbox"/> Other</p> <p style="margin-left: 20px;">_____</p> <p>8. Policy Dating</p> <p style="margin-left: 20px;">Register date _____ (mm/dd/yyyy)</p> <p style="margin-left: 20px;"><input type="checkbox"/> Backdate to save age: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 40px;">Max 6 months prior to application date (3 months in OH)</p> <p style="margin-left: 40px;">(Charges and Premiums for insurance coverage begin on the backdated Register Date)</p>
----------------------------	--

OPTIONAL BENEFITS/RIDERS	<p>9. <input type="checkbox"/> Integrated Term Insurance Rider (ITR)</p> <p style="margin-left: 20px;">ITR Face Amount \$ _____</p> <p style="margin-left: 20px;">Target Amount \$ _____ (Base Face Amount plus ITR Face Amount)</p> <p><input type="checkbox"/> Other (as allowed or available with product) _____</p>
---------------------------------	---

SUITABILITY	<p>10.</p> <p>a. Have you, the Proposed Insured(s) and the Owner, if other than the Proposed Insured(s), received:</p> <p style="margin-left: 20px;">(1) the most current prospectus, and supplement(s) if applicable, for the policy(ies) applied for? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 20px;">(2) the most current prospectus, and supplement(s) if applicable, for the designated investment company(ies)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>b. Do you understand that (i) policy values reflect certain deductions and charges, and may increase or decrease depending on credited interest for the Guaranteed Interest Account and/or the investment experience of Separate Account Funds and (ii) the cash value may be subject to a surrender charge, if any, upon policy surrender, lapse or face amount reduction? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>c. With this in mind, is (are) the policy(ies) in accord with your insurance and long-term investment objectives and anticipated financial needs? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>d. Disclosures and Consent for Delivery of Initial Prospectus on CD-Rom for AXA Equitable's and its affiliates' Variable Life products.</p> <p><input type="checkbox"/> By checking the box you acknowledge that you received the initial prospectus on computer readable compact disk "CD," if available for the product chosen, and that you are able to access the CD information. In order to retain the prospectus indefinitely, you must print it. You understand that you may request a prospectus in paper format at any time by calling Customer Service at 1-877-222-2144, and that all subsequent prospectus updates and supplements will be provided to you in paper format, unless you enroll in our electronic delivery service.</p>
--------------------	--

SECTION B – FLEXIBLE PREMIUM VARIABLE UNIVERSAL LIFE INSURANCE

11. INITIAL ALLOCATION TO THE INVESTMENT OPTIONS¹

Please see the Prospectus for a description of the investment objectives for each Investment Option.

	<i>(Whole Percentages Only)</i>		<i>(Whole Percentages Only)</i>
	For Premiums		For Premiums
Market Stabilizer Option (50% maximum)	_____ %	Fidelity VIP Equity-Income	_____ %
Guaranteed Interest Account	_____ %	Fidelity VIP Growth & Income	_____ %
American Century VP Mid Cap Value	_____ %	Fidelity VIP High Income	_____ %
AXA Aggressive Allocation	_____ %	Fidelity VIP Investment Grade Bond	_____ %
AXA Conservative Allocation	_____ %	Fidelity VIP Mid Cap	_____ %
AXA Conservative-Plus Allocation	_____ %	Fidelity VIP Money Market	_____ %
AXA Moderate Allocation	_____ %	Fidelity VIP Value	_____ %
AXA Moderate-Plus Allocation	_____ %	Fidelity VIP Value Strategies	_____ %
BlackRock Global Allocation V.I.	_____ %	Franklin Small Cap Value Securities	_____ %
EQ/AllianceBernstein Small Cap Growth	_____ %	Invesco V.I. Diversified Dividend	_____ %
EQ/BlackRock Basic Value Equity	_____ %	Invesco V.I. Global Real Estate	_____ %
EQ/Capital Guardian Research	_____ %	Invesco V.I. International Growth	_____ %
EQ/Common Stock Index	_____ %	Invesco V.I. Mid Cap Core Equity	_____ %
EQ/Equity 500 Index	_____ %	Invesco V.I. Small Cap Equity	_____ %
EQ/Equity Growth PLUS	_____ %	Ivy Funds VIP Dividend Opportunities	_____ %
EQ/GAMCO Mergers & Acquisitions	_____ %	Ivy Funds VIP Energy	_____ %
EQ/GAMCO Small Company Value	_____ %	Ivy Funds VIP Mid Cap Growth	_____ %
EQ/Global Bond PLUS	_____ %	Ivy Funds VIP Science and Technology	_____ %
EQ/Global Multi-Sector Equity	_____ %	Ivy Funds VIP Small Cap Growth	_____ %
EQ/Intermediate Government Bond	_____ %	Lazard Retirement Emerging Markets Equity	_____ %
EQ/International Equity Index	_____ %	MFS International Value	_____ %
EQ/International Value PLUS	_____ %	MFS Utilities	_____ %
EQ/JPMorgan Value Opportunities	_____ %	Multimanager Aggressive Equity	_____ %
EQ/Large Cap Core PLUS	_____ %	Multimanager Core Bond	_____ %
EQ/Large Cap Growth Index	_____ %	Multimanager Mid Cap Value	_____ %
EQ/Large Cap Growth PLUS	_____ %	Multimanager Multi-Sector Bond	_____ %
EQ/Large Cap Value PLUS	_____ %	Multimanager Technology	_____ %
EQ/Lord Abbett Large Cap Core	_____ %	Mutual Shares Securities	_____ %
EQ/Mid Cap Index	_____ %	Natural Resources	_____ %
EQ/Mid Cap Value PLUS	_____ %	PIMCO VIT Real Return	_____ %
EQ/Money Market	_____ %	PIMCO VIT Total Return	_____ %
EQ/Montag & Caldwell Growth	_____ %	Target 2015 Allocation	_____ %
EQ/Quality Bond PLUS	_____ %	Target 2025 Allocation	_____ %
EQ/Small Company Index	_____ %	Target 2035 Allocation	_____ %
EQ/T. Rowe Price Growth Stock	_____ %	Target 2045 Allocation	_____ %
EQ/Wells Fargo Omega Growth	_____ %	T. Rowe Price Health Sciences II	_____ %
Fidelity VIP Asset Manager: Growth	_____ %	Templeton Global Bond Securities	_____ %
Fidelity VIP Contrafund	_____ %	TOTAL	100%

¹ please see top of next page for important information

SECTION B – FLEXIBLE PREMIUM VARIABLE UNIVERSAL LIFE INSURANCE

INVESTMENT OPTIONS

¹The “Investment Start Date” is the latest of: (1) the business day we receive the minimum initial premium at our Administrative Office; (2) the Register Date of your policy; and (3) the issue date of your policy. If you pay the minimum initial premium when you submit your application, this definition of Investment Start Date takes precedence over the contract’s provision regarding when your premium payment is allocated to your Policy Account.

In AL, AK, AZ, CA, CO, FL, ID, IA, KS, MN, NJ, OR, PA, PR, TN, USVI, and WY your Policy Account will be allocated according to these percentages as of the Investment Start Date. In all other jurisdictions, your Policy Account will be allocated to the EQ/Money Market Investment Option as of the Investment Start Date, and will be allocated according to the above percentages as of the Allocation Date, which is the later of: (1) the first business day that coincides with or next follows the end of the Free-Look period (e.g., 10 days from the signed date on the Delivery Receipt); and (2) the business day the Delivery Receipt is received in our Administrative Office. Any payments we receive prior to your Investment Start Date will be held in a non-interest bearing account until your Investment Start Date.

If you elect the Market Stabilizer Option, such portion of your Policy Account will be allocated to the Market Stabilizer Option Holding Account and held until the later of: (1) the business day that coincides with or next follows the end of the Free-Look period (e.g., 10 days from the signed date on the Delivery Receipt); and (2) the business day the Delivery Receipt is received in our Administrative Office. Thereafter, such amount will be transferred to the Market Stabilizer Option at the next available Segment Start Date, provided that the conditions specified in the rider and the Prospectus are met.

If you are not in one of the jurisdictions specified above and you elect the Market Stabilizer Option, such portion of your Policy Account will be allocated to the EQ/Money Market Investment Option as of the Investment Start Date, and will be allocated according to the above percentages as of the Allocation Date, which is the later of: (1) the business day that coincides with or next follows the end of the Free-Look period (e.g., 10 days from the signed date on the Delivery Receipt); and (2) the business day the Delivery Receipt is received in our Administrative Office. Thereafter, such portion of your Policy Account will be allocated to the Market Stabilizer Option Holding Account until the next available Segment Start Date, at which time such amount will be transferred to the Market Stabilizer Option, provided that the conditions specified in the rider and the Prospectus are met.

ALLOCATIONS IF THE MARKET STABILIZER OPTION IS ELECTED

12. Market Stabilizer Option (Variable Indexed Option Rider)

Specified Growth Cap Rate _____% (*indicate a Growth Cap Rate between 6% and 8% in whole percentages only*)

If the Growth Cap Rate AXA Equitable sets on a given Segment Start Date is less than the rate you specify, any Policy Account Value you have in the Market Stabilizer Option Holding Account will not be transferred into that Segment. If you do not indicate a Specified Growth Cap Rate, the Specified Growth Cap Rate will be set to 6%, the guaranteed minimum Growth Cap Rate, and funds will transfer into a new Segment on all available Segment Start Dates, provided the conditions specified in the rider and Prospectus are met.

TRANSFERS FROM THE VARIABLE INVESTMENT OPTIONS TO SUPPLEMENT THE UNLOANED GUARANTEED INTEREST ACCOUNT (GIA)

If you elect the Market Stabilizer Option, monthly deductions will be allocated 100% to the unloaned GIA on a Segment Start Date. If the unloaned GIA is not sufficient to cover such monthly deductions for the longest Segment Term, funds will be transferred pro-rata from amounts in the Variable Investment Options, including the Market Stabilizer Option Holding Account, to the unloaned GIA to supplement any remaining monthly deductions.

SEGMENT MATURITY ALLOCATION	<p>Each Segment of the Market Stabilizer Option has a Segment Maturity Date, which is approximately one year following a Segment Start Date. You may specify the investment option allocation percentages for the rollover of the Segment Maturity Value.</p> <p>13. <input type="checkbox"/> Check here if you wish to rollover your Market Stabilizer Option Segment Maturity Value to a new Segment. If this box is not checked, indicate allocations for rollover of the Segment Maturity Value below. Please note that by electing less than 100% rollover, the total portion of your Policy Account Value allocated to the Market Stabilizer Option will continually decrease as future rollovers occur, if no other changes were made. For example, a Segment Maturity Allocation of 50% to the Market Stabilizer Option will rollover 50% of the original Market Stabilizer Option allocation in year 2 but only 25% (50% x 50%) of the original Market Stabilizer Option allocation in year 3.</p> <p>Investment Options for Rollover (complete only if 13. is not checked):</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 70%; border: none;">_____</td> <td style="width: 30%; border: none; text-align: right;">Percentage (whole percentages only): _____ %</td> </tr> <tr> <td style="border: none;">_____</td> <td style="border: none; text-align: right;">_____ %</td> </tr> <tr> <td style="border: none;">_____</td> <td style="border: none; text-align: right;">_____ %</td> </tr> <tr> <td style="border: none;">_____</td> <td style="border: none; text-align: right;">_____ %</td> </tr> <tr> <td style="border: none;">_____</td> <td style="border: none; text-align: right;">_____ %</td> </tr> <tr> <td style="border: none; text-align: right;">TOTAL</td> <td style="border: none; text-align: right;">100%</td> </tr> </table>	_____	Percentage (whole percentages only): _____ %	_____	_____ %	_____	_____ %	_____	_____ %	_____	_____ %	TOTAL	100%
_____	Percentage (whole percentages only): _____ %												
_____	_____ %												
_____	_____ %												
_____	_____ %												
_____	_____ %												
TOTAL	100%												

AUTOMATIC TRANSFER SERVICE	<p>14. Note: Not available if you elect the Asset Rebalancing Service. The Guaranteed Interest Account is not an available option with Automatic Transfer Service. Any dollar amount allocated to the MSO for use with the Automated Transfer Service must be 50% or less of the dollar amount being transferred from the EQ/Money Market investment option.</p> <p>The Automatic Transfer service enables you to make automatic monthly or quarterly transfers from the EQ/Money Market Investment Option to other variable investment options that you select. A minimum of \$5,000 must be allocated to the EQ/Money Market Investment Option. Each transfer must be at least \$250 across all funds. The automatic transfer is effective on the 10th of the first month or the 10th of the first calendar quarter after the Free-Look period ends. The Free-Look period ends on the later of: (1) the business day the Delivery Receipt is received in our Administrative Office; and (2) 10 days from the signed date on the Delivery Receipt. Please choose the frequency at which you would like the transfer(s) to occur (this will be the same across all funds): <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">Investment Options to Receive Transfer:</td> <td style="width: 40%; border: none;">Dollar Amount:</td> </tr> <tr> <td style="border: none;">_____</td> <td style="border: none;">\$ _____</td> </tr> <tr> <td style="border: none;">_____</td> <td style="border: none;">\$ _____</td> </tr> <tr> <td style="border: none;">_____</td> <td style="border: none;">\$ _____</td> </tr> <tr> <td style="border: none;">_____</td> <td style="border: none;">\$ _____</td> </tr> <tr> <td style="border: none;">_____</td> <td style="border: none;">\$ _____</td> </tr> <tr> <td style="border: none; text-align: right;">TOTAL</td> <td style="border: none;">\$ _____</td> </tr> </table> <p>I (We), have read the detailed description of the Automatic Transfer Service in the prospectus. My (Our) instructions will remain in effect until (a) I (We) provide new written instructions or (b) the Automatic Transfer Service otherwise terminates as described in the prospectus. I (We) understand that use of the Automatic Transfer Service does not guarantee a profit and will not protect against loss in a declining market.</p>	Investment Options to Receive Transfer:	Dollar Amount:	_____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	TOTAL	\$ _____
Investment Options to Receive Transfer:	Dollar Amount:														
_____	\$ _____														
_____	\$ _____														
_____	\$ _____														
_____	\$ _____														
_____	\$ _____														
TOTAL	\$ _____														

ASSET REBALANCING SERVICE	<p>15. <input type="checkbox"/> Note: Not available if you elect the Automatic Transfer Service. Neither the Guaranteed Interest Account nor the Market Stabilizer Option are available options with Asset Rebalancing Service.</p> <p>Allocation among the variable investment options will be re-adjusted according to the percentages you indicated in Item 11 on a calendar quarter basis. Asset Rebalancing is effective on the 10th of the first calendar quarter after the Free-Look period ends and quarterly thereafter. The Free-Look period ends on the later of: (1) the business day the Delivery Receipt is received in our Administrative Office; and (2) 10 days from the signed date on the Delivery Receipt.</p> <p>I (We), have read the detailed description of the Asset Rebalancing Service in the prospectus. My (Our) instructions will remain in effect until (a) I (we) provide new written instructions or (b) Asset Rebalancing otherwise terminates as described in the prospectus. I (We) understand that the use of the Asset Rebalancing Service does not guarantee a profit and will not protect against loss in a declining market.</p>
----------------------------------	---

REMARKS	
----------------	--

I (WE) UNDERSTAND THAT THE POLICY VALUES AND THE DEATH BENEFIT MAY INCREASE OR DECREASE IN ACCORDANCE WITH THE INVESTMENT EXPERIENCE OF THE VARIABLE SUBACCOUNTS (SUBJECT TO ANY SPECIFIED MINIMUM GUARANTEES).

1290 Avenue of the Americas, New York, NY 10104

PROPOSED INSURED TO COMPLETE

1. I, _____ consent to the Company issuing a life insurance policy
Name of Proposed Insured (First, Middle and Last)

on my life for the initial face amount of \$ _____ which will be owned by _____.
Insert Amount Name of Owner

I am a (Male Female) born on _____ My Social Security Number is _____
Date of Birth (mm/dd/yyyy)

I understand that the Owner will designate the beneficiary and I have no right to name or change a beneficiary

2. Job title: _____

3. Work site address _____
 City _____ State _____ Zip Code _____

4. Telephone Number: _____ 5. Email Address _____

6. U.S. Driver's License # _____ State of Issue _____

7. Are you a U.S. citizen? Yes No (If "No," please complete "a" and "b" or "c," where applicable)

a. Country of Citizenship _____ Date of Entry into the U.S. _____ (mm/dd/yyyy)

b. Residents with legal permanent status (Resident) in U.S. only
 Green Card/Visa Type _____ Expiration Date _____ (mm/dd/yyyy)

c. Residents residing in the U.S. temporarily (Non-Resident) with valid Visa only
 Visa # _____ Visa Type _____ Expiration Date _____ (mm/dd/yyyy)
 Passport # _____ Form I-94 Expiration Date _____ (mm/dd/yyyy)

Complete Question 8 for all non-resident (foreign) Owners. If the Owner is not a U.S. Person (U.S. Citizen or U.S. Corporation, Partnership or Trust established or organized under the laws of a state of the United States), then he, she or it may have to provide additional documentation, including IRS form W-8 BEN. Any foreign Owner (Individual, Trust, Corporation, Partnership, Other Entity) must have a US bank account).

8. U.S. bank name _____ Account # _____

9. Are you, the Proposed Insured, either (1) a senior military, governmental or political official in a non-U.S. country, or (2) closely associated with or an immediate family member of such official? Yes No
 If "Yes," identify the name of the official, office held and county _____

UNDERWRITING QUESTIONS

10. During the previous three (3) months have you the Proposed Insured engaged in active full-time employment (at least 30 hours per week in a normal capacity and, in particular, not been hospitalized or absent from work due to illness or accident for more than five (5) consecutive working days)? Yes No
 (If No, give details below.)

11. Are you, the Proposed Insured, actively at work on the date this consent form was signed? Yes No

TOBACCO USE	12. Do you currently use or have you ever used tobacco or nicotine products? <input type="checkbox"/> Yes <input type="checkbox"/> No (If "Yes," provide details in chart below)		
	Product Type(s)	Amount and Frequency Indicate amount and frequency of use	Indicate date last used (mm/yyyy)
	<input type="checkbox"/> Cigarettes	# _____ <input type="checkbox"/> Pk(s) <input type="checkbox"/> Single <input type="checkbox"/> Day <input type="checkbox"/> Month <input type="checkbox"/> Year	
	<input type="checkbox"/> Cigars <input type="checkbox"/> Cigarillos	# _____ <input type="checkbox"/> Pk(s) <input type="checkbox"/> Single <input type="checkbox"/> Day <input type="checkbox"/> Month <input type="checkbox"/> Year	
	<input type="checkbox"/> Pipe <input type="checkbox"/> Chewing Tobacco <input type="checkbox"/> Nicotine Patch or Gum		
<input type="checkbox"/> Other (please specify)			

OTHER INSURANCE	13. Including any policies and riders with the Company checked above its affiliates and any other life insurance company will the coverage applied for replace, change, or affect any existing policy(ies) or contract(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes," please complete chart					
	Name of Company	Total Amount (Face Plus Riders)	Year Issued	Policy/ Contract #	P-Personal G-Group B-Business A-Annuity	1035 Exchange
					<input type="checkbox"/> P <input type="checkbox"/> B <input type="checkbox"/> G <input type="checkbox"/> A	<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> P <input type="checkbox"/> B <input type="checkbox"/> G <input type="checkbox"/> A	<input type="checkbox"/> Yes <input type="checkbox"/> No	

SIGNATURES	The information provided on this form is true, correct and complete to the best of my knowledge and belief. I agree that such statements and answers shall be part of the application for insurance or request for policy change or reinstatement, as the case may be. The Company may rely on them in acting on the application or on the request for the policy change or reinstatement.		
	ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING AN INTENTIONALLY FALSE OR DECEPTIVE STATEMENT MAY BE GUILTY OF INSURANCE FRAUD.		
	Signature of Proposed Insured _____		Date (mm/dd/yyyy) _____
	Residence Address: Number Street _____		
City _____	State _____	Zip Code _____	



1290 Avenue of the Americas, New York, NY 10104

(Select One)

- AXA Equitable Life Insurance Company
- MONY Life Insurance Company of America

Guaranteed Issue Application

Select the appropriate box

- Proposed Insured part of group with Multiple Proposed Insureds – Employer Owned
(If this box is checked, complete Section I only. Each Propose Insured must complete the Consent to Insurance Application Supplement.)
- Proposed Insured - Employee owner or Single insured- Employee Owned/Individual, Trust Owned/Other Single Owner Arrangement
(If this box is checked, complete Sections I and II, date and sign the application as well.)

PRODUCT INFORMATION	1. Product Name _____ Complete and attach Section B-Product Information Questionnaire for Plan. Complete Owner Questionnaire if Owner is a Trust.
----------------------------	---

SECTION I Complete Owner Information

COMPLETE FOR ALL OWNER TYPES	<p>If Trust is Owner, complete Section 1 and questions 2-11 (Trust Section) of Owner Questionnaire</p> <p>2. Owner's name _____</p> <p>3. Relationship to Proposed Insured _____</p> <p>4. <input type="checkbox"/>SSN <input type="checkbox"/>EIN <input type="checkbox"/>ITIN _____</p> <p>5. Address _____ City _____ State _____ Zip Code _____ <i>If P.O. Box, put residential address in Remarks Section</i></p> <p>6. Person(s) authorized to act on behalf of Owner. Name _____ Title _____ Phone # _____ Email address _____ Name _____ Title _____ Phone # _____ Email address _____</p> <p>7. If Third Party Administrator (TPA) is authorized person, include Name and Contact Information. Name _____ Phone Number _____ Address: _____ Email address _____</p>
-------------------------------------	--

OWNER OTHER INSURANCE	<p>Complete question 8 if replacing policies of Owner.</p> <p>8. Including any policies and riders with the Company checked above its affiliates and any other life insurance company will the coverage applied for replace, change, or affect any existing policy(ies) or contract(s)? <input type="checkbox"/>Yes <input type="checkbox"/>No If "Yes," please complete chart.</p>					
		Total Amount (Face Plus Riders)	Year Issued	Policy/ Contract #	P-Personal G-Group B-Business A-Annuity	1035 Exchange
	Name of Company				<input type="checkbox"/> P <input type="checkbox"/> B <input type="checkbox"/> G <input type="checkbox"/> A	<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> P <input type="checkbox"/> B <input type="checkbox"/> G <input type="checkbox"/> A	<input type="checkbox"/> Yes <input type="checkbox"/> No

BENEFICIARY	<p>9. Is the beneficiary the same as the Owner? <input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>10. If "No," complete as appropriate.</p> <p>Full Name _____ Relationship to Insured _____ %</p> <p>Full Name _____ Relationship to Insured _____ %</p> <p>Full Name _____ Relationship to Insured _____ %</p>
--------------------	--

SOURCE OF FUNDS	<p>11. Employer assets/funds (including policies on List/Salary Allotment billing where premiums are to be paid by employer)</p> <p><input type="checkbox"/> Company Assets <input type="checkbox"/> Other (please specify) _____</p>
------------------------	---

COMPLETE FOR INDIVIDUAL OWNER	<p>Complete questions 12 to 17 only if Individual owners.</p> <p>12. Is the Proposed Insured the Owner? <input type="checkbox"/>Yes <input type="checkbox"/>No If "No," relationship to Proposed Insured _____</p> <p>13. Do you have a driver's license? <input type="checkbox"/>Yes <input type="checkbox"/>No If "Yes," provide license #, state and expiration date</p> <p>Number _____ State _____ Expiration Date _____ (mm/dd/yyyy)</p> <p>If "No" to driver's license, do you have a government issued ID? <input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>If "Yes," to government issued ID, type of ID _____ Government ID # _____</p> <p>14. Date of birth _____ (mm/dd/yyyy)</p> <p>15. Are you a member of the armed forces, including the reserves? <input type="checkbox"/>Yes <input type="checkbox"/>No <i>(reserves includes active duty or full time training of 31 days or more per year)</i> <i>(If "Yes," you must also submit a completed and signed Life Insurance/Annuity Disclosure to Active Duty Members of the Armed Forces)</i></p> <p>16. Are you a U.S. citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No (If "No," please complete "a" and "b" or "c," where applicable)</p> <p>a. Country of Citizenship _____ Date of Entry into the U.S. _____ (mm/dd/yyyy)</p> <p>b. Residents with legal permanent status (Resident) in U.S. only Green Card/Visa Type _____ Expiration Date _____ (mm/dd/yyyy)</p> <p>c. Residents residing in the U.S. temporarily (Non-Resident) with valid Visa only Visa # _____ Visa Type _____ Expiration Date _____ (mm/dd/yyyy) Form I-94 Expiration Date _____ (mm/dd/yyyy) Passport # _____</p> <p>Complete Question 17 for all non-resident (foreign) Owners. If the Owner is not a U.S. Person (U.S. Citizen or U.S. Corporation, Partnership or Trust established or organized under the laws of a state of the United States), then he, she or it may have to provide additional documentation, including IRS form W-8 BEN. Any foreign Owner (Individual, Trust, Corporation, Partnership, Other Entity) must have a US bank account).</p> <p>17. U.S. bank name _____ Account # _____</p>
--------------------------------------	--

SECTION II Proposed Insured to Complete

PROPOSED INSURED	<p>Face Amount _____</p> <p>18. Name First _____ Middle _____ Last _____</p> <p>19. Date of birth _____ (mm/dd/yyyy)</p> <p>20. SSN _____</p> <p>21. Sex <input type="checkbox"/> Male <input type="checkbox"/> Female</p> <p>22. Job Title _____</p> <p>23. Work site address _____ City _____ State _____ Zip Code _____</p> <p>Complete only if Proposed Insured and Owner are different.</p> <p>24. Do you have a driver's license? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes," provide license #, state and expiration date Number _____ State _____ Expiration Date _____ (mm/dd/yyyy)</p> <p>25. Are you a member of the armed forces, including the reserves? <input type="checkbox"/> Yes <input type="checkbox"/> No (If "Yes," you must also submit a completed and signed Life Insurance/Annuity Disclosure to Active Duty Members of the Armed Forces)</p> <p>26. Are you a U.S. citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No (If "No," please complete "a" and "b" or "c," where applicable)</p> <p>a. Country of Citizenship _____ Date of Entry into the U.S. _____ (mm/dd/yyyy)</p> <p>b. Residents with legal permanent status (Resident) in U.S. only Green Card/Visa Type _____ Expiration Date _____ (mm/dd/yyyy)</p> <p>c. Residents residing in the U.S. temporarily (Non-Resident) with valid Visa only Visa # _____ Visa Type _____ Expiration Date _____ (mm/dd/yyyy) Form I-94 Expiration Date _____ (mm/dd/yyyy) Passport # _____</p>
-------------------------	--

UNDERWRITING QUESTIONS	<p>27. During the previous three (3) months have you, the Proposed Insured, engaged in active full-time employment (at least 30 hours per week in a normal capacity and, in particular, not been hospitalized or absent from work due to illness or accident for more than five (5) consecutive working days)? <input type="checkbox"/> Yes <input type="checkbox"/> No (If "No," give details below.)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>28. Are you, the Proposed Insured, actively at work on the date this application form was signed? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
-------------------------------	--

TOBACCO USE	<p>29. Do you currently use or have you ever used tobacco or nicotine products? <input type="checkbox"/> Yes <input type="checkbox"/> No (If "Yes," provide details in chart below)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 45%;">Product Type(s)</th> <th style="width: 35%;">Amount and Frequency Indicate amount and frequency of use</th> <th style="width: 20%;">Indicate date last used (mm/yyyy)</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> Cigarettes</td> <td># _____ <input type="checkbox"/> Pk(s) <input type="checkbox"/> Single per <input type="checkbox"/> Day <input type="checkbox"/> Month <input type="checkbox"/> Year</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Cigars <input type="checkbox"/> Cigarillos</td> <td># _____ <input type="checkbox"/> Pk(s) <input type="checkbox"/> Single per <input type="checkbox"/> Day <input type="checkbox"/> Month <input type="checkbox"/> Year</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Pipe <input type="checkbox"/> Chewing Tobacco <input type="checkbox"/> Nicotine Patch or Gum</td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Other (please specify) _____</td> <td></td> <td></td> </tr> </tbody> </table>	Product Type(s)	Amount and Frequency Indicate amount and frequency of use	Indicate date last used (mm/yyyy)	<input type="checkbox"/> Cigarettes	# _____ <input type="checkbox"/> Pk(s) <input type="checkbox"/> Single per <input type="checkbox"/> Day <input type="checkbox"/> Month <input type="checkbox"/> Year		<input type="checkbox"/> Cigars <input type="checkbox"/> Cigarillos	# _____ <input type="checkbox"/> Pk(s) <input type="checkbox"/> Single per <input type="checkbox"/> Day <input type="checkbox"/> Month <input type="checkbox"/> Year		<input type="checkbox"/> Pipe <input type="checkbox"/> Chewing Tobacco <input type="checkbox"/> Nicotine Patch or Gum			<input type="checkbox"/> Other (please specify) _____		
Product Type(s)	Amount and Frequency Indicate amount and frequency of use	Indicate date last used (mm/yyyy)														
<input type="checkbox"/> Cigarettes	# _____ <input type="checkbox"/> Pk(s) <input type="checkbox"/> Single per <input type="checkbox"/> Day <input type="checkbox"/> Month <input type="checkbox"/> Year															
<input type="checkbox"/> Cigars <input type="checkbox"/> Cigarillos	# _____ <input type="checkbox"/> Pk(s) <input type="checkbox"/> Single per <input type="checkbox"/> Day <input type="checkbox"/> Month <input type="checkbox"/> Year															
<input type="checkbox"/> Pipe <input type="checkbox"/> Chewing Tobacco <input type="checkbox"/> Nicotine Patch or Gum																
<input type="checkbox"/> Other (please specify) _____																

REMARKS	<p>When providing details to questions, please reference question number. If additional space is needed, attach additional sheet(s) of paper with your name and signature.</p>
----------------	--

AGREEMENT	<p>AGREEMENT. Each signer of this application agrees that:</p> <p>(1). The statements and answers in all parts of this application are true and complete to the best of my (our) knowledge and belief. AXA Equitable/MLOA may rely on them in acting on this application.</p> <p>(2). No insurance shall take effect on this application: (a) until a policy is delivered and the full initial premium for it is paid, or an approved payment authorization is signed, while the person(s) proposed for insurance is (are) living; (b) before any Register Date specified in this application; and (c) unless to the best of my (our) knowledge and belief the statements and answers in all parts of this application continue to be true and complete, without material change, as of the time such premium is paid or an approved payment authorization is signed.</p> <p>(3). No financial professional has authority to modify this Agreement, nor to waive any of the Company checked on page 1 rights or requirements. The Company checked on page 1 shall not be bound by any information unless it is stated in this Application.</p>
------------------	---

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION	<p><i>Under the penalties of perjury, I (we) certify that (i) the number showing on this form is my (our) correct Taxpayer Identification Number (Social Security Number, Employer Identification Number or other Taxpayer Identification Number), and (ii) I (we) am (are) not subject to backup withholding because (A) I (we) am (are) exempt from backup withholding or (B) I (we) have not been notified by the Internal Revenue Service (IRS) that I (we) am (are) subject to backup withholding as a result of a failure to report all interest or dividends or (C) the IRS has notified me (us) that I (we) am (are) no longer subject to backup withholding and (iii) I (we) am (are) a U.S. person (including a U.S. resident alien). Certification Instructions: You must cross out item (ii) above if you have been notified by the Internal Revenue Service that you are currently subject to backup withholding because you have failed to report all interest or dividends on your tax return. The Internal Revenue Service does not require your consent to any provisions of this document other than the certification required to avoid backup withholding.</i></p>
---	--

STATE FRAUD DISCLOSURES	<p>ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING AN INTENTIONALLY FALSE OR DECEPTIVE STATEMENT MAY BE GUILTY OF INSURANCE FRAUD.</p>
--------------------------------	---

ACKNOWLEDGMENTS	<p>PLEASE INDICATE YOU HAVE REVIEWED THE APPLICATION AND QUESTIONNAIRES AS THEY HAVE BEEN COMPLETED BY CHECKING THE APPROPRIATE BOX(ES) BELOW. FAILURE TO CHECK THE APPROPRIATE BOX(ES) WILL REQUIRE YOU TO SIGN AN APPLICATION AMENDMENT.</p> <p>Section B-Product Information (Must select at least 1 product)</p> <p><input type="checkbox"/> Term Life</p> <p><input type="checkbox"/> Universal Life (Athena UL)</p> <p><input type="checkbox"/> Indexed Universal Life (Athena IUL) (I have received a copy of the Client Brochure for the policy)</p> <p><input type="checkbox"/> Variable Universal Life (IL Optimizer II)</p> <p><input type="checkbox"/> Variable Universal Life (IL Legacy II)</p> <p><input type="checkbox"/> Interest Sensitive Whole Life (ISWL)</p> <p><input type="checkbox"/> Employer Sponsored Life Insurance (ESLI)</p> <p><input type="checkbox"/> Corporate Owned Incentive Life (COIL)</p> <p>Section C-Additional Underwriting Requirements</p> <p><input type="checkbox"/> Owner Questionnaire (if Trust Owned)</p>
------------------------	--

SIGNATURES	<p>I (We), the undersigned agree that the statements and answers in all parts of the Application and any application questionnaires checked above are true and complete to the best of my (our) knowledge and belief. Further, I (we) understand that I am (we are) agreeing to all the terms and conditions of this application, including, but not limited to, the Acknowledgment and Authorization.</p> <p>X Signature of Proposed Insured _____</p> <p>X _____ Signature of Owner or Applicant if not Proposed Insured(s) Signed by Owner at City, State Dated on (mm/dd/yyyy)</p> <p>If trust is Owner, trustee must sign on behalf of the trust. If corporation is Owner, an authorized officer of corporation must sign.</p> <p>If Corporation: Name of Firm (print) _____</p> <p>Name of authorized officer who signed application (print): _____</p>
-------------------	---

FINANCIAL PROFESSIONAL TO COMPLETE THIS SECTION	<p>Will any existing insurance be replaced, changed or affected (or has it been) assuming the insurance applied for will be issued? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If "Yes," is the information provided in question 8 on Section 1 of the Application. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If "No," provide details _____</p> <p>Certification for VUL Policies Only, signature required FOR ALL POLICIES</p> <p>Based on the information furnished by the Proposed Insured(s) and Owner, if other than the Proposed Insured(s), in this and any other part of the application(s), I certify that I have reasonable grounds for believing the purchase of the policy applied for is suitable for the Applicant or the Owner. I further certify the current prospectuses were delivered and that no written sales materials other than those furnished by the Company were used.</p> <p>X Signature of Licensed Financial Professional/Insurance Broker _____</p> <p>Print Licensed Financial Professional's Name _____ License Number _____ Dated on (mm/dd/yyyy) _____</p>
--	--

SERFF Tracking #:	ELAS-128424621	State Tracking #:		Company Tracking #:	
State:	Arkansas	Filing Company:	AXA Equitable Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	MSO and Policy Continuation Riders (AXAEQ)				
Project Name/Number:	MSO and Policy Continuation Riders for use with COIL/				

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:			
Attachment(s):			
AR Readability Certification.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Statement of Variability for Riders R12-15 and R12-30		
Comments:			
Attachment(s):			
Generic non-ICC Statement of Variability.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Statement of Variability for Application AXA-COIL-2012		
Comments:			
Attachment(s):			
Statement of Variability AXA-COIL-2012.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Statement of Variability for Applications AXA-GI-2012-AR and AXA-CI-2012		
Comments:			
Attachment(s):			
Statement of Variability AXA-GI-2012AR & AXA-CI-2012.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Specification Pages		
Comments:			

SERFF Tracking #:	ELAS-128424621	State Tracking #:		Company Tracking #:	
State:	Arkansas	Filing Company:	AXA Equitable Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	MSO and Policy Continuation Riders (AXAEQ)				
Project Name/Number:	MSO and Policy Continuation Riders for use with COIL/				

Attachment(s):

Generic non-ICC pgs for 08-300 with MSO.pdf

AXA Equitable Life Insurance Company

CERTIFICATION OF READABILITY

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

<u>FORM NO.</u>	<u>SCORE</u>
AXA-CI-2012	66.2
AXA-GI-2012AR	52.77

BY: 

Signature

Leah Tomberlin

Name

Vice President

Title

July 5, 2012

Date

AXA EQUITABLE LIFE INSURANCE COMPANY

**Statement of Variability for previously approved
Individual Flexible Premium Variable Universal Life Insurance policy form 08-300 when Issued with
Variable Indexed Option Rider form R12-15 and Policy Continuation Rider form R12-30, and for
these rider forms.
July 5, 2012**

We have included brackets around the information shown on the policy specification pages of previously approved policy form 08-300, which correspond to the items shown in this Statement of Variability. Any items that are bracketed would vary, as explained below. The variable items shown on Page 3 and Page 3 (Continued): Table of Additional Benefit Riders, are those that appear as part of the policy due to the issue of rider forms R12-15, Variable Indexed Option Rider, and R12-30, Policy Continuation Rider. These riders will be automatically issued with this policy.

In the event that the Company decides to change one of the variable factors identified below that would affect nonforfeiture testing submitted with this filing, we will resubmit a new actuarial memorandum and nonforfeiture demonstration.

Page 3: Policy Information

The disclosure statement on the bottom of the of the page regarding the period for which the policy and coverage will continue in force, does not contain any variable items, but has been expanded to reference the Variable Indexed Option Rider.

Item 1: The percentages for net premium payments and loan repayments that may be allocated to our VIO, and the maximum percentage of the unloaned Policy Account Value that may be in the VIO Holding Account and any Segment Accounts resulting from a requested transfer, may vary for new issues of the rider, ranging from 10% to 100%.

Page 3 (Continued): Table of Additional Benefit Riders

Item 1: The Separate Account shown on this page may change in the future. Any such change will be filed for approval with our domiciliary state.

Item 2: The Variable Index Benefit Charge may vary for new issues of the rider, ranging from .00% to 2.00%.

Item 3: The Segment Start Date may vary for new Segments offered by the Company. It may be a specific date we establish other than the date currently shown on this page. We will notify our policyholders of any new Segment Start Date. Additionally, there will not be a Segment Start Date if the Company stops offering Segments or suspends offering Segments temporarily.

Item 4: The Segment Maturity Date may vary in accordance with any change to the Segment Start Date. It may be a specific date other than the date currently shown on this page. Additionally, the period between the Segment Start Date and Segment Maturity Date for new issues of the rider may vary to be more or less than one calendar year.

Item 5: The Guaranteed Participation Rate may vary for new issues of the rider, ranging from 50% to 200%.

Item 6: The Guaranteed Minimum Growth Cap Rate may vary for new issues of the rider, ranging from 2% to 30%. For new issues of a base policy with this rider, such rate may also be different for segments started within the first policy year and segments started thereafter. The guarantee will be described in the specification page as follows: "XX% FOR SEGMENTS ESTABLISHED IN THE FIRST POLICY

YEAR; YY% FOR SEGMENTS ESTABLISHED IN SUBSEQUENT POLICY YEARS.” When the rider is added to base policies that are already in force, the Guaranteed Minimum Growth Cap Rate may be different for segments started in the first year after the rider is added and segments started thereafter. For such policies, the guarantee will be described on the new specification page that will be provided to the policy owner as follows: “XX% FOR SEGMENTS ESTABLISHED ON OR BEFORE MM/DD/YYYY; YY% FOR SEGMENTS ESTABLISHED AFTER MM/DD/YYYY,” where MM/DD/YYYY is the last day of the one-year period beginning on the effective date of the rider addition.

Item 7: The Segment Loss Absorption Threshold Rate may vary for new Segments for in force policies or new issues of the rider, ranging from -25% to -100%.

Item 8: The maximum difference between the annual interest rate we credit and the annual loan interest rate we charge to the amount of any loan redeemed from our VIO Segments may vary for new issues of the rider, ranging from 0% per year to 10% per year.

Item 9: This item may vary for new and in force issues of the rider in that we may designate another variable investment option for the VIO Holding Account.

Item 10: This item may vary for new and in force issues of the rider in that we may designate another variable investment option if we restrict future allocations to the Variable Indexed Option.

Item 11: This item may vary to include additional rules regarding how form R12-15 relates to other riders or endorsements.

Item 12: The Policy Continuation Trigger Percentage may vary for new issues of the rider depending on the life insurance qualification test selected at policy issue. For the Guideline Premium Test, the range may vary from 85% to 95%; for the Cash Value Accumulation Test, the range may vary from 75% to 85%.

Page 3 (Continued): Table of Maximum Monthly Deductions From Your Policy Account

Item 1: The Variable Index Segment Account Charge may vary for new issues of the rider, ranging from 0.0416% to 0.2500%.

Rider form R12-15 and Rider form R12-30

The name, title and signatures of the officers signing the forms have been denoted as variable, as these items may change.

There are no variable items in text for either of these forms.

AXA EQUITABLE LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY

This Statement of Variability describes the bracketed material contained in the below-referenced form. Variability is denoted by the use of bracketing on the form. This allows the Company to make the changes in accordance with the statements below without refiling.

Form Numbers

AXA-COIL-2012

Form Description

Flexible Premium Variable Universal Life Insurance Questionnaire

1. **Marketing Name(s):** The marketing name(s) of each product is bracketed to allow for future changes. We will not offer any new product without State Department of Insurance (or IIPRC, if applicable in the future) approval.
2. **Optional Benefits/Riders:** We have bracketed optional benefits to allow for optional benefit riders we may offer or discontinue in the future. We will not offer any new optional benefit rider without State Department of Insurance (or IIPRC, if applicable in the future) approval.
3. **Customer Service Phone Number:** We have bracketed our Customer Service Phone Number to allow for future changes. We will notify current customers if the number changes.
4. **Investment Options:** This section may vary as we change, add or delete investment funds, including any indexed-linked investment funds that we make available. This section also includes the investment options footnotes, which may change if the funds and/or optional benefits change.
5. **Allocations if the Market Stabilizer Option is Elected:** We have bracketed this section to allow us to delete or make changes to the market stabilizer investment option. The Growth Cap Rate high range, currently shown as 8%, is bracketed may be changed to a percentage from 2% to 30%.
6. **Transfers from the Variable Investment Options to Supplement the Unloaned Guaranteed Interest Account (GIA):** We have bracketed this section to allow us to delete or make changes to the market stabilizer investment option.
7. **Segment Maturity Allocation:** We have bracketed this section to allow us to delete or make changes to the market stabilizer investment option.
8. **Automatic Transfer Service and Asset Rebalancing Service:** These sections are bracketed to allow for any changes by product type.

**AXA EQUITABLE LIFE INSURANCE COMPANY
MONY LIFE INSURANCE COMPANY OF AMERICA**

STATEMENT OF VARIABILITY

This Statement of Variability describes the bracketed material contained in the below-referenced forms. Variability is denoted by the use of bracketing on the forms. This allows the Company to make the changes in accordance with the statements below without refiling.

Form Number
AXA-GI-2012AR

Form Description
Guaranteed Issue Application

- 1. Company Address:** We have bracketed the Home Office address, as it may change in the future.
- 2. Product Information :** We have bracketed the list of Product Information questionnaires to account for future changes in our portfolio. We will always get State Department of Insurance (or Interstate Insurance Product Regulation Commission "IIPRC," if applicable in the future) approval for the product types that require approval before we offer them to the public.
- 3. Additional Underwriting Requirements:** We have bracketed the list of Additional Underwriting Requirements questionnaire to account for future underwriting changes. We will always get State Department of Insurance (or IIPRC, if applicable in the future) approval for the specific type of underwriting change.

Form Number
AXA-CI-2012

Form Description
Consent To Insurance

- 1. Company Address:** We have bracketed the Home Office address, as it may change in the future.

POLICY INFORMATION

INSURED PERSON	RICHARD ROE	
POLICY OWNER	ABC CORPORATION	
FACE AMOUNT OF BASE POLICY	\$100,000	
DEATH BENEFIT	OPTION A	SEPARATE ACCOUNT FP
POLICY NUMBER	XX XXX XXX	ISSUE AGE 35
BENEFICIARY	ABC CORPORATION	SEX MALE
REGISTER DATE	SEPTEMBER 8, 2008	RATING CLASS: STANDARD NON-TOBACCO USER
DATE OF ISSUE	SEPTEMBER 8, 2008	

THE LIFE INSURANCE QUALIFICATION TEST IS THE GUIDELINE PREMIUM TEST.

THE MINIMUM BASE POLICY FACE AMOUNT IS \$100,000.

A MINIMUM INITIAL PREMIUM PAYMENT OF \$250.00 IS DUE ON OR BEFORE DELIVERY OF THE POLICY.

THE PLANNED PERIODIC PREMIUM OF \$2000.00 IS PAYABLE QUARTERLY.

THE MINIMUM GUARANTEED INTEREST RATE WE CREDIT TO THE PORTION OF YOUR POLICY ACCOUNT THAT IS IN OUR GIA IS 2% PER YEAR.

SEE NEXT PAGE FOR ADDITIONAL BENEFIT RIDERS.

THE PLANNED PERIODIC PREMIUMS SHOWN ABOVE MAY NOT BE SUFFICIENT TO CONTINUE THE POLICY AND LIFE INSURANCE COVERAGE IN FORCE. THE PERIOD FOR WHICH THE POLICY AND COVERAGE WILL CONTINUE IN FORCE WILL DEPEND ON: (1) THE AMOUNT, TIMING AND FREQUENCY OF PREMIUM PAYMENTS; (2) CHANGES IN THE FACE AMOUNT AND THE DEATH BENEFIT OPTION; (3) CHANGES IN THE INTEREST RATES CREDITED TO OUR GIA AND THE INVESTMENT PERFORMANCE OF THE INVESTMENT FUNDS OF OUR SA, INCLUDING THE VIO HOLDING ACCOUNT; (4) THE RATE OF RETURN APPLIED TO ANY SEGMENT ACCOUNT AT SEGMENT MATURITY, AND ANY MARKET VALUE ADJUSTMENT ASSOCIATED WITH A LOAN, MONTHLY DEDUCTION, OR OTHER DISTRIBUTION PRIOR TO SEGMENT MATURITY; (5) CHANGES IN THE MONTHLY DEDUCTIONS FROM YOUR POLICY ACCOUNT FOR THIS POLICY AND ANY BENEFITS PROVIDED BY RIDERS TO THIS POLICY; (6) CHANGES IN DEDUCTIONS FROM PREMIUM PAYMENTS; (7) CHANGES IN THE VIO GROWTH CAP RATES AND SEGMENT LOSS ABSORPTION RATES; AND (8) LOAN AND PARTIAL NET POLICY ACCOUNT VALUE WITHDRAWAL ACTIVITY.

THE MAXIMUM PERCENTAGE OF NET PREMIUM PAYMENT OR LOAN REPAYMENT THAT MAY BE ALLOCATED TO OUR VIO IS [50%] 1. ANY REQUESTED TRANSFER OF FUNDS TO THIS INVESTMENT OPTION WILL BE DECLINED IF SUCH TRANSFER WOULD RESULT IN MORE THAN [50%] 1 OF YOUR UNLOADED POLICY ACCOUNT VALUE BEING IN THE VIO HOLDING ACCOUNT AND ANY SEGMENT ACCOUNTS.

(COIL)

POLICY INFORMATION CONTINUED — POLICY NUMBER XX XXX XXX

TABLE OF ADDITIONAL BENEFIT RIDERS

THE ADDITIONAL BENEFIT RIDERS LISTED BELOW ARE INCLUDED IN THIS POLICY:

VARIABLE INDEXED OPTION RIDER	[SEPARATE ACCOUNT 67] 1
VARIABLE INDEX BENEFIT CHARGE	[.75% OF THE AMOUNT TO BE TRANSFERRED FROM THE VIO HOLDING ACCOUNT INTO A NEW SEGMENT ON A SEGMENT START DATE] 2
SEGMENT START DATE:	[THE 3 RD FRIDAY OF EACH CALENDAR MONTH] 3
SEGMENT MATURITY DATE:	[THE 3 RD FRIDAY OF EACH CALENDAR MONTH IN THE CALENDAR YEAR NEXT FOLLOWING THE CALENDAR YEAR OF THE SEGMENT START DATE] 4
GUARANTEED PARTICIPATION RATE:	[100%] 5
GUARANTEED MINIMUM GROWTH CAP RATE:	[15% FOR SEGMENTS ESTABLISHED IN THE FIRST POLICY YEAR; 6% FOR SEGMENTS ESTABLISHED IN SUBSEQUENT POLICY YEARS] 6
SEGMENT LOSS ABSORPTION THRESHOLD RATE:	[-25%] 7
MAXIMUM DIFFERENCE BETWEEN THE ANNUAL INTEREST RATE WE CREDIT AND THE ANNUAL LOAN INTEREST RATE WE CHARGE ON THE AMOUNT OF ANY LOAN DEDUCTED FROM A VIO SEGMENT:	[5%] 8
VIO HOLDING ACCOUNT:	[EQ/MONEY MARKET VARIABLE INVESTMENT OPTION – SEPARATE ACCOUNT FP] 9
INVESTMENT FUND IF WE RESTRICT FUTURE ALLOCATIONS TO THE VIO:	[EQ/MONEY MARKET VARIABLE INVESTMENT OPTION – SEPARATE ACCOUNT FP] 10

(COIL)

_____ TABLE OF ADDITIONAL BENEFIT RIDERS _____

HOW THE VARIABLE INDEXED OPTION RIDER
RELATES TO OTHER RIDERS OR ENDORSEMENTS
ON YOUR POLICY:

[IF THE POLICY CONTINUATION RIDER IS IN EFFECT AND ANY SEGMENTS ARE IN EFFECT, THE SEGMENT VALUES WILL BE USED IN PLACE OF THE SEGMENT ACCOUNTS IN THE CALCULATION OF YOUR POLICY ACCOUNT VALUE, POLICY CONTINUATION CHARGE, AND ANY OTHER CALCULATION INVOLVED IN DETERMINING WHETHER THE POLICY IS ELIGIBLE TO GO ON POLICY CONTINUATION. IF YOU EXERCISE POLICY CONTINUATION, ANY REMAINING SEGMENTS WILL BE TERMINATED ON THE EFFECTIVE DATE OF POLICY CONTINUATION WITH CORRESPONDING MARKET VALUE ADJUSTMENTS.] **11**

POLICY CONTINUATION RIDER

POLICY CONTINUATION TRIGGER PERCENTAGE [95%] **12**

(COIL)

POLICY INFORMATION CONTINUED — POLICY NUMBER XX XXX XXX
 TABLE OF MAXIMUM MONTHLY DEDUCTIONS FROM YOUR POLICY ACCOUNT

		PERIOD
BASE POLICY COST OF INSURANCE CHARGE	MAXIMUM MONTHLY COST OF INSURANCE RATE FOR THE BASE POLICY (SEE PAGE 4) TIMES THOUSANDS OF BASE POLICY NET AMOUNT AT RISK.	65 YEARS
VARIABLE INDEX SEGMENT ACCOUNT CHARGE	AN AMOUNT NOT TO EXCEED [.1375%] 1 EACH POLICY MONTH OF EACH SEGMENT ACCOUNT WHILE ANY SEGMENT IS IN EFFECT.	ALL YEARS
MORTALITY AND EXPENSE RISK CHARGE	AN AMOUNT NOT TO EXCEED 0.04166% EACH POLICY MONTH DURING THE FIRST TEN POLICY YEARS AND THEREAFTER AN AMOUNT NOT TO EXCEED 0.02916% EACH POLICY MONTH OF THE AMOUNT OF YOUR POLICY ACCOUNT THAT IS THEN ALLOCATED TO THE INVESTMENT FUNDS OF OUR SEPARATE ACCOUNT, INCLUDING THE VIO HOLDING ACCOUNT AND VIO SEGMENT ACCOUNTS.	ALL YEARS
ADMINISTRATIVE CHARGES	AN AMOUNT NOT TO EXCEED \$15.00 EACH POLICY MONTH.	65 YEARS
	EACH POLICY MONTH DURING THE FIRST TWENTY POLICY YEARS: \$.20 FOR EACH \$1,000 OF INITIAL BASE POLICY FACE AMOUNT.	20 YEARS
	EACH POLICY MONTH DURING THE FIRST TWENTY YEARS FOLLOWING AN APPROVED REQUESTED BASE POLICY FACE AMOUNT INCREASE, A CHARGE FOR EACH \$1,000 OF BASE POLICY FACE AMOUNT INCREASE. THIS CHARGE IS DETERMINED BASED ON THE ATTAINED AGE OF THE INSURED PERSON ON THE EFFECTIVE DATE OF THE INCREASE AS SHOWN IN THE TABLE ON THE FOLLOWING PAGE. INCREASES IN THE BASE POLICY FACE AMOUNT RESULTING FROM A CHANGE IN DEATH BENEFIT OPTION WILL NOT BE SUBJECT TO THIS CHARGE.	20 YEARS FOLLOWING INCREASE IF APPLICABLE

(COIL)

POLICY INFORMATION CONTINUED – POLICY NUMBER XX XXX XXX

TABLE OF MAXIMUM POLICY CONTINUATION CHARGE RATES

INSURED PERSON'S		INSURED PERSON'S		INSURED PERSON'S	
<u>ATTAINED AGE</u>	<u>RATE</u>	<u>ATTAINED AGE</u>	<u>RATE</u>	<u>ATTAINED AGE</u>	<u>RATE</u>
75	5.00%	90	5.00%	105	5.00%
76	5.00%	91	5.00%	106	5.00%
77	5.00%	92	5.00%	107	5.00%
78	5.00%	93	5.00%	108	5.00%
79	5.00%	94	5.00%	109	5.00%
80	5.00%	95	5.00%	110	5.00%
81	5.00%	96	5.00%	111	5.00%
82	5.00%	97	5.00%	112	5.00%
83	5.00%	98	5.00%	113	5.00%
84	5.00%	99	5.00%	114	5.00%
85	5.00%	100	5.00%	115	5.00%
86	5.00%	101	5.00%	116	5.00%
87	5.00%	103	5.00%	117	5.00%
88	5.00%	103	5.00%	118	5.00%
89	5.00%	104	5.00%	119	5.00%
				120	5.00%

(NOTE: THIS IS THE POLICY INFORMATION PAGE THAT WILL BE GENERATED IF THE GUIDELINE PREMIUM TEST IS SELECTED AT ISSUE)

(COIL)

POLICY INFORMATION CONTINUED – POLICY NUMBER XX XXX XXX

TABLE OF MAXIMUM POLICY CONTINUATION CHARGE RATES

INSURED PERSON'S		INSURED PERSON'S		INSURED PERSON'S	
<u>ATTAINED AGE</u>	<u>RATE</u>	<u>ATTAINED AGE</u>	<u>RATE</u>	<u>ATTAINED AGE</u>	<u>RATE</u>
75	18.95%	90	9.85%	105	5.00%
76	18.40%	91	9.20%	106	5.00%
77	17.80%	92	8.50%	107	5.00%
78	17.25%	93	7.75%	108	5.00%
79	16.65%	94	6.95%	109	5.00%
80	16.05%	95	6.05%	110	5.00%
81	15.45%	96	5.10%	111	5.00%
82	14.85%	97	5.00%	112	5.00%
83	14.25%	98	5.00%	113	5.00%
84	13.65%	99	5.00%	114	5.00%
85	13.00%	100	5.00%	115	5.00%
86	12.40%	101	5.00%	116	5.00%
87	11.80%	103	5.00%	117	5.00%
88	11.15%	103	5.00%	118	5.00%
89	10.50%	104	5.00%	119	5.00%
				120	5.00%

(NOTE: THIS IS THE POLICY INFORMATION PAGE THAT WILL BE GENERATED IF THE CASH VALUE ACCUMULATION TEST IS SELECTED AT ISSUE)

(COIL)

SERFF Tracking #:	ELAS-128424621	State Tracking #:		Company Tracking #:	
State:	Arkansas	Filing Company:	AXA Equitable Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	MSO and Policy Continuation Riders (AXAEQ)				
Project Name/Number:	MSO and Policy Continuation Riders for use with COIL/				

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
05/30/2012	Form	Individual Flexible Premium Variable Universal Life Questionnaire	07/09/2012	AXA-COIL-2012 bracketed.pdf (Superseded)
05/30/2012	Form	Consent To Insurance	07/13/2012	Consent to Insurance-AXA-CI-2012 bracketed.pdf (Superseded)