

METLIFE RETIREMENT ACCOUNT ANNUITY PROSPECTUS:  
METLIFE OF CT SEPARATE ACCOUNT FIVE FOR VARIABLE ANNUITIES  
METLIFE OF CT SEPARATE ACCOUNT SIX FOR VARIABLE ANNUITIES

This prospectus describes MetLife Retirement Account Annuity, a flexible premium deferred variable annuity contract (the "Contract") issued by MetLife Insurance Company of Connecticut or MetLife Life and Annuity Company of Connecticut. MetLife Life and Annuity Company does not solicit or issue insurance products in the State of New York. Refer to the first page of your Contract for the name of your issuing company. The Contract is available in connection with certain retirement plans that qualify for special Federal income tax treatment ("Qualified Contracts".) We may issue it as an individual Contract or as a group Contract. When we issue a group Contract, you will receive a certificate summarizing the Contract's provisions. For convenience, we refer to Contracts and certificates as "Contracts." The Contract is not available to new purchasers. Current Contract Owners may make additional purchase payments.

You can choose to have your premium ("Purchase Payments") and any applicable Purchase Payment Credits accumulate on a variable and, subject to availability, fixed basis in one of our funding options. Your Contract Value before the Maturity Date and the amount of monthly income afterwards will vary daily to reflect the investment experience of the Variable Funding Options you select. You bear the investment risk of investing in the Variable Funding Options. The Variable Funding Options are:

AMERICAN FUNDS INSURANCE SERIES	Lord Abbett Mid-Cap Value Portfolio -- Class B(+)
American Funds Global Growth Fund -- Class 2	MFS(R) Value Portfolio -- Class A
American Funds Growth Fund -- Class 2	Met/AIM Capital Appreciation Portfolio -- Class A
American Funds Growth-Income Fund -- Class 2	Met/AIM Small Cap Growth Portfolio -- Class A (+)
DELAWARE VIP TRUST -- STANDARD CLASS	Neuberger Berman Real Estate Portfolio -- Class A
Delaware VIP Small Cap Value Series	PIMCO Inflation Protected Bond Portfolio -- Class A (+)
DREYFUS VARIABLE INVESTMENT FUND -- INITIAL SHARES	Pioneer Fund Portfolio -- Class A
Dreyfus Variable Investment Fund Appreciation Portfolio	Pioneer Strategic Income Portfolio -- Class A
Dreyfus Variable Investment Fund Developing Leaders Portfolio	Third Avenue Small Cap Value Portfolio -- Class B (+)
FRANKLIN TEMPLETON VARIABLE INSURANCE PRODUCTS TRUST	METLIFE INVESTMENT FUNDS, INC.
Templeton Developing Markets Securities Fund--- Class 2	MetLife Investment Diversified Bond Fund -- Class I
Templeton Foreign Securities Fund--- Class 2	MetLife Investment International Stock Fund -- Class I
JANUS ASPEN SERIES	MetLife Investment Large Company Stock Fund -- Class I
Mid Cap Growth Portfolio -- Service Shares	MetLife Investment Small Company Stock Fund -- Class I
LEGG MASON PARTNERS VARIABLE EQUITY TRUST(+)	METROPOLITAN SERIES FUND, INC.
Legg Mason Partners Variable Appreciation Portfolio -- Class I(+)	BlackRock Aggressive Growth Portfolio -- Class D
Legg Mason Partners Variable Equity Index Portfolio -- Class II(+)	BlackRock Bond Income Portfolio -- Class A
Legg Mason Partners Variable Fundamental Value Portfolio(+)	BlackRock Money Market Portfolio -- Class A
Legg Mason Partners Variable Investors Portfolio -- Class I(+)	FI Value Leaders -- Class D(+)
Legg Mason Partners Variable Large Cap Growth Portfolio -- Class I(+)	FI Large Cap Portfolio -- Class A
Legg Mason Partners Variable Small Cap Growth Portfolio -- Class I(+)	MFS(R) Total Return Portfolio -- Class F
Legg Mason Partners Variable Social Awareness Portfolio(+)	Oppenheimer Global Equity Portfolio -- Class B
LEGG MASON PARTNERS VARIABLE INCOME TRUST(+)	Western Asset Management U. S. Government Portfolio -- Class A
Legg Mason Partners Variable Adjustable Rate Income Portfolio(+)	PIMCO VARIABLE INSURANCE TRUST -- ADMINISTRATIVE CLASS
Legg Mason Partners Variable High Income Portfolio(+)	Total Return Portfolio
MET INVESTORS SERIES TRUST	VAN KAMPEN LIFE INVESTMENT TRUST
Batterymarch Mid-Cap Stock Portfolio -- Class A	Van Kampen Life Investment Trust Comstock Portfolio -- Class II
BlackRock High Yield Portfolio -- Class A (+)	VARIABLE INSURANCE PRODUCTS FUND -- SERVICE CLASS 2
BlackRock Large-Cap Core Portfolio -- Class E(+)	VIP Contrafund(R) Portfolio
	VIP Mid Cap Portfolio
	METROPOLITAN SERIES FUND, INC. -- ASSET ALLOCATION PORTFOLIOS -- CLASS B

Dreman Small-Cap Value Portfolio -- Class A  
Harris Oakmark International  
Portfolio -- Class A  
Janus Forty Portfolio -- Class A (+)  
Lazard Mid-Cap Value Portfolio -- Class B  
(+)  
Legg Mason Partners Managed Assets  
Portfolio -- Class A  
Lord Abbett Bond Debenture  
Portfolio -- Class A  
Lord Abbett Growth and Income  
Portfolio -- Class B

MetLife Conservative Allocation Portfolio  
MetLife Conservative to Moderate Allocation  
Portfolio  
MetLife Moderate Allocation Portfolio  
MetLife Moderate to Aggressive Allocation  
Portfolio  
MetLife Aggressive Allocation Portfolio

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(+) This Variable Funding Option has been subject to a merger, substitution, name or other change. Please see Appendix F for more information.

We also offer variable annuity Contracts that do not have Purchase Payment Credits, and therefore may have lower fees. Over time, the value of the Purchase Payment Credits could be more than offset by higher charges. You should carefully consider whether or not this Contract is the most appropriate investment for you.

The Contract, certain Contract features and/or some of the funding options may not be available in all states. This prospectus provides the information that you should know before investing in the Contract. Please keep this prospectus for future reference. You can receive additional information about your Contract by requesting a copy of the Statement of Additional Information ("SAI") dated April 30, 2007. We filed the SAI with the Securities and Exchange Commission ("SEC"), and it is incorporated by reference into this prospectus. To request a copy, write to us at MetLife Insurance Company of Connecticut, Annuity Operations and Services, One Cityplace, 185 Asylum Street, 3CP, Hartford, Connecticut 06103-3415, call 1- 800-842-9406 or access the SEC's website (<http://www.sec.gov>). See Appendix H for the SAI's table of contents.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED THESE SECURITIES OR THE ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

VARIABLE ANNUITY CONTRACTS ARE NOT DEPOSITS OF ANY BANK, AND ARE NOT INSURED OR GUARANTEED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENT AGENCY.

PROSPECTUS DATED APRIL 30, 2007

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## GLOSSARY

ACCUMULATION UNIT -- an accounting unit of measure used to calculate the value of this Contract before Annuity Payments begin.

ANNUITANT -- the person on whose life the Maturity Date and Annuity Payments depend.

ANNUITY PAYMENTS -- a series of periodic payments (a) for life; (b) for life with a minimum number of payments; (c) for the joint lifetime of the Annuitant and another person, and thereafter during the lifetime of the survivor; or (d) for a fixed period.

ANNUITY UNIT -- an accounting unit of measure used to calculate the amount of Annuity Payments.

CASH SURRENDER VALUE -- the Contract Value less any withdrawal charge and premium tax not previously deducted.

CODE -- the Internal Revenue Code of 1986, as amended, and all related laws and regulations that are in effect during the term of this Contract.

CONTINGENT ANNUITANT -- the individual who becomes the Annuitant when the Annuitant who is not the owner dies prior to the Maturity Date.

CONTRACT -- for convenience, means the Contract or the Certificate.

CONTRACT DATE -- the date on which the Contract is issued.

CONTRACT OWNER (you) -- the person named in the Contract (on the specifications page) as the owner of the Contract.

CONTRACT VALUE -- Purchase Payments and any associated Purchase Payment Credits, plus or minus any investment experience on the amounts allocated to the variable funds or interest on amounts allocated to the Fixed Account, adjusted by any applicable charges and withdrawals.

CONTRACT YEARS -- twelve month periods beginning with the Contract Date.

DEATH REPORT DATE -- the day on which we have received 1) Due Proof of Death and 2) written payment instructions or election of spousal or beneficiary contract continuation.

DUE PROOF OF DEATH -- (i) a copy of a certified death certificate; (ii) a copy of a certified decree of a court of competent jurisdiction as to the finding of death; (iii) a written statement by a medical doctor who attended the deceased; or (iv) any other proof satisfactory to us.

FIXED ACCOUNT -- an account that consists of all of the assets under this Contract other than those in the Separate Account.

HOME OFFICE -- the Home Office of MetLife Insurance Company of Connecticut or MetLife Life and Annuity Company of Connecticut or any other office that we may designate for the purpose of administering this Contract.

MATURITY DATE -- the date on which the Annuity Payments are to begin.

PAYMENT OPTION -- an Annuity or Income option elected under your Contract.

PURCHASE PAYMENT -- any premium paid by you to initiate or supplement this Contract.

PURCHASE PAYMENT CREDIT -- an amount credited to your Contract Value that equals a percentage of each Purchase Payment made.

QUALIFIED CONTRACT -- a contract used in a retirement plan or program that is intended to qualify under Sections 401, 403, 408, or 414(d) of the Code.

SEPARATE ACCOUNT -- MetLife of CT Separate Account Five for Variable Annuities and MetLife of CT Separate Account Six for Variable Annuities, each a segregated account registered with the Securities and Exchange Commission ("SEC"), the assets of which are invested solely in the Underlying Funds. The assets of the Separate Account are held exclusively for the benefit of Contract Owners.

SUBACCOUNT -- that portion of the assets of a Separate Account that is allocated to a particular Underlying Fund.



UNDERLYING FUND -- a portfolio of an open-end management investment company that is registered with the SEC in which the Subaccounts invest.

VALUATION DATE -- a date on which a Subaccount is valued.

VALUATION PERIOD -- the period between successive valuations.

VARIABLE FUNDING OPTION -- an open-end diversified management investment company that serves as an investment option under the Separate Account.

WE, US, OUR -- MetLife Insurance Company of Connecticut or MetLife Life and Annuity Company of Connecticut.

WRITTEN REQUEST -- written information sent to us in a form and content satisfactory to us and received at our Home Office.

YOU, YOUR -- the "You", depending on the context, may be the Participant or the Contract Owner and a natural person, a trust established for the benefit of a natural person, a charitable remainder trust, or a plan (or the employer purchaser who has purchased the Contact on behalf of the plan).

SUMMARY:

METLIFE RETIREMENT ACCOUNT

THIS SUMMARY DETAILS SOME OF THE MORE IMPORTANT POINTS THAT YOU SHOULD KNOW AND CONSIDER BEFORE PURCHASING THE CONTRACT. PLEASE READ THE ENTIRE PROSPECTUS CAREFULLY.

WHAT COMPANY WILL ISSUE MY CONTRACT? Your issuing company is either MetLife Insurance Company of Connecticut or MetLife Life and Annuity Company of Connecticut, (the "Company," "we" or "us"). MetLife Life and Annuity Company of Connecticut does not solicit or issue insurance products in the State of New York. Refer to your Contract for the name of your issuing Company. Each company sponsors its own segregated account ("Separate Account"). MetLife Insurance Company of Connecticut sponsors MetLife of CT Separate Account Five for Variable Annuities ("Separate Account Five"); MetLife Life and Annuity Company of Connecticut sponsors MetLife of CT Separate Account Six for Variable Annuities ("Separate Account Six"). When we refer to the Separate Account, we are referring to either Separate Account Five or Separate Account Six, depending upon your issuing Company. The Contract may not currently be available for sale in all states. Contracts issued in your state may provide different features and benefits from and impose different costs (such as waiver of the withdrawal charge on all Annuity Payments) than those described in this prospectus.

CAN YOU GIVE ME A GENERAL DESCRIPTION OF THE CONTRACT? We designed the Contract for retirement savings or other long-term investment purposes. The Contract provides a death benefit as well as guaranteed payout options. You direct your payment(s) to one or more of the Variable Funding Options and/or to the Fixed Account that is part of our general account (the "Fixed Account"). We guarantee money directed to the Fixed Account as to principal and interest. The Variable Funding Options fluctuate with the investment performance of the Underlying Funds and are not guaranteed. You can also lose money in the Variable Funding Options.

The Contract, like all deferred variable annuity contracts, has two phases: the accumulation phase and the payout phase (annuity period). During the accumulation phase generally, your pre-tax contributions accumulate on a tax-deferred basis and are taxed as income when you make a withdrawal, presumably when you are in a lower tax bracket. The payout phase occurs when you begin receiving payments from your Contract. The amount of money you accumulate in your Contract determines the amount of income (Annuity Payments) you receive during the payout phase.

During the payout phase, you may choose one of a number of annuity options. You may receive income payments in the form of a variable annuity, a fixed annuity, or a combination of both. If you elect variable income payments, the dollar amount of your payments may increase or decrease. Once you choose one of the annuity options and begin to receive payments, it cannot be changed.

WHO CAN PURCHASE THIS CONTRACT? The Contract is not available for purchase if the proposed owner or Annuitant is age 81 or older. The Contract is not available to new purchasers.

CAN I EXCHANGE MY CURRENT ANNUITY CONTRACT FOR THIS CONTRACT? The Code generally permits you to exchange one annuity contract for another in a "tax-free exchange." Therefore, you can transfer the proceeds from another annuity contract to make Purchase Payments under this Contract. Before making an exchange to acquire this Contract, you should carefully compare this Contract to your current contract. You may have to pay a surrender charge under your current contract to exchange it for this Contract, and this Contract has its own surrender charges that would apply to you. The other fees and charges under this Contract may be higher or lower and the benefits may be different than those of your current contract. In addition, you may have to pay federal income or penalty taxes on the exchange if it does not qualify for tax-free treatment. You should not exchange another contract for this Contract unless you determine, after evaluating all the facts, that the exchange is in your best interests. Remember that the person selling you the Contract generally will earn a commission on the sale.

WHO IS THE CONTRACT ISSUED TO? If you purchase an individual Contract, you are the Contract Owner. If a group Contract is purchased, we issue certificates to the individual participants. Where we refer to "you," we are referring to the individual Contract Owner or the group participant, as applicable. We refer to both contracts and certificates as "Contracts." If a group unallocated Contract is purchased, we issue only the Contract.

We issue group Contracts in connection with retirement plans. Depending on your Plan, certain features and/or Variable Funding Options described in this

prospectus may not be available to you. Your Plan provisions supersede the prospectus. If you have any questions about your specific Plan, contact your Plan administrator.

IS THERE A RIGHT TO RETURN PERIOD? If you cancel the Contract within ten days after you receive it, you will receive a full refund of your Contract Value plus any Contract charges and premium taxes you paid (but not fees and charges assessed by the Underlying Funds). The number of days for the right to return varies by state. Depending on state law, we may refund all of your purchase payments or your Contract Value. You bear the investment risk on the Purchase Payment allocated to a Variable Funding Option during the right to return period; therefore, the Contract Value we return may be greater or less than your Purchase Payment.

If you purchased your Contract as an Individual Retirement Annuity, and you return it within the first seven days after delivery, or longer if your state permits, we will refund your full Purchase Payment. During the remainder of the right to return period, we will refund your Contract Value (including charges we assessed). We will determine your Contract Value at the close of business on the day we receive a Written Request for a refund.

During the right to return period, you will not bear any Contract fees associated with the Purchase Payment Credits. If you exercise your right to return, you will be in the same position as if you had exercised the right to return in a variable annuity Contract with no Purchase Payment Credit. You would, however, receive any gains, and we would bear any losses attributable to the Purchase Payment Credits.

CAN YOU GIVE A GENERAL DESCRIPTION OF THE VARIABLE FUNDING OPTIONS AND HOW THEY OPERATE? Through its Subaccounts, the Separate Account uses your Purchase Payments to purchase shares, at your direction, of one or more of the Variable Funding Options. In turn, each Variable Funding Option invests in an underlying mutual fund ("Underlying Fund") that holds securities consistent with its own investment policy. Depending on market conditions, you may make or lose money in any of these Variable Funding Options.

You can transfer among the Variable Funding Options as frequently as you wish without any current tax implications. Currently there is no charge for transfers, nor a limit to the number of transfers allowed. We may, in the future, charge a fee for any transfer request, or limit the number of transfers allowed. At a minimum, we would always allow one transfer every six months. We reserve the right to restrict transfers that we determine will disadvantage other Contract Owners.

WHAT EXPENSES WILL BE ASSESSED UNDER THE CONTRACT? The Contract has insurance features and investment features, and there are costs related to each. We deduct a mortality and expense risk ("M&E") charge daily from the amounts you allocate to the Separate Account. We deduct the M&E charge at an annual rate of 0.80% for the Standard Death Benefit, and 1.25% for the Optional Death Benefit. Each Underlying Fund also charges for management costs and other expenses.

We will apply a withdrawal charge to withdrawals from the Contract, and will calculate it as a percentage of the Purchase Payments and any associated Purchase Payment Credits withdrawn. The maximum percentage is 5%, decreasing to 0% in year six and later.

Upon annuitization, if you select the Variable Annuitization Floor Benefit, there is a Floor Benefit charge assessed. This charge will vary based upon market conditions, and will be set at the time you choose this option. Once established, this charge will remain the same throughout the term of the annuitization. If you select the Liquidity Benefit, there is a charge of 5% of the amounts withdrawn.

If you are a participant in the CHART Asset Allocation Program, the maximum annual charge is 0.75% deducted from amounts of the Variable Funding Options.

HOW WILL MY PURCHASE PAYMENTS AND WITHDRAWALS BE TAXED? Generally, the payments you make to a Qualified Contract during the accumulation phase are made with before-tax dollars. Generally, you will be taxed on your Purchase Payments, Purchase Payment Credits and on any earnings when you make a withdrawal or begin receiving Annuity Payments. Payments to the Contract are made with after-tax dollars, and any credits and earnings will generally accumulate tax-deferred. You will be taxed on these earnings when they are withdrawn from the Contract. If you are younger than 59 1/2 when you take money out, you may be charged a 10% federal penalty tax on the amount withdrawn. Under Non-Qualified Contracts, withdrawals are considered to be made first from taxable earnings.

For owners of Qualified Contracts, if you reach a certain age, you may be required by federal tax laws to begin receiving payments from your annuity or risk paying a penalty tax. In those cases, we can calculate and pay you the minimum required distribution amounts (see "Managed Distribution Program").



HOW MAY I ACCESS MY MONEY? You can take withdrawals any time during the accumulation phase. Withdrawal charges may apply, and income taxes, and/or a penalty tax may apply to taxable amounts withdrawn.

WHAT IS THE DEATH BENEFIT UNDER THE CONTRACT? You may choose to purchase the Standard or Optional Death Benefit. If you die before the Contract is in the payout phase, the person you have chosen as your beneficiary will receive a death benefit. We calculate the death benefit value at the close of the business day on which our Home Office receives (1) Due Proof of Death and (2) written payment instructions or the election of beneficiary contract continuance. Please refer to the Death Benefit section in the prospectus for more details.

WHERE MAY I FIND OUT MORE ABOUT ACCUMULATION UNIT VALUES? The Condensed Financial Information in Appendix A or Appendix B to this prospectus provides more information about Accumulation Unit values.

ARE THERE ANY ADDITIONAL FEATURES? This Contract has other features you may be interested in. These include:

- DOLLAR COST AVERAGING. This is a program that allows you to invest a fixed amount of money in Variable Funding Options each month, theoretically giving you a lower average cost per unit over time than a single one-time purchase. Dollar Cost Averaging requires regular investments regardless of fluctuating price levels, and does not guarantee profits or prevent losses in a declining market. Potential investors should consider their financial ability to continue purchases through periods of low price levels.
- SYSTEMATIC WITHDRAWAL OPTION. Before the Maturity Date, you can arrange to have money sent to you at set intervals throughout the year. Of course, any applicable income and penalty taxes will apply on amounts withdrawn. Withdrawals in excess of the free withdrawal allowance may be subject to a withdrawal charge.
- MANAGED DISTRIBUTION PROGRAM. This program allows us to automatically calculate and distribute to you, in November of the applicable tax year, an amount that will satisfy the Internal Revenue Service's minimum distribution requirements imposed on certain Contracts once the owner reaches age 70 1/2 or retires. These minimum distributions occur during the accumulation phase.
- ASSET ALLOCATION SERVICES. Effective February 1, 2006, the CHART Asset Allocation Program is closed. If you enrolled in the program prior to February 1, 2006, you may continue to make additional Purchase Payments into the program. If you cancel your enrollment in the program, you may not re-enroll. Participants in the program enter into a separate advisory agreement with MetLife Investment Fund Services LLC ("MIFS"), an affiliate of the Company, for the purpose of receiving asset allocation advice under MIFS's CHART program (the "program"). Under the program, participants allocate Contract Value according to asset allocation models developed by MIFS in consultation with CRA/RogersCasey, Inc., a well-known investment consulting firm. The program is not a part of the Contract issued by the Company, and is closed to new participants. The program is fully described in a separate disclosure statement prepared by MIFS.
- BENEFICIARY CONTRACT CONTINUANCE (NOT PERMITTED FOR NON-NATURAL BENEFICIARIES). If you die before the Maturity Date, and if the value of any beneficiary's portion of the death benefit is between \$20,000 and \$1,000,000 as of the date of your death, that beneficiary(s) may elect to continue his/her portion of the Contract.

FEE TABLE

The following tables describe the fees and expenses that you will pay when buying, owning, and surrendering the Contract. The first table describes the fees and expenses that you will pay at the time that you buy the Contract, surrender the Contract, or transfer Contract Value between Variable Funding Options. Expenses shown do not include premium taxes, which may be applicable.

CONTRACT OWNER TRANSACTION EXPENSES

WITHDRAWAL CHARGE 5% (1)

(as a percentage of the Purchase Payments and any applicable Purchase Payment Credits withdrawn)

TRANSFER CHARGE \$10 (2)

(assessed on transfers that exceed 12 per year)

LIQUIDITY BENEFIT CHARGE 5%

(During the annuity period, if you have elected the Liquidity Benefit, a surrender charge of 5% of the amount withdrawn will be assessed. See 'Liquidity Benefit').

(1) The withdrawal charge declines to zero after the Purchase Payment has been in the Contract for 5 years. The charge is as follows:

YEARS SINCE PURCHASE PAYMENT MADE	WITHDRAWAL CHARGE
GREATER THAN OR EQUAL TO BUT LESS THAN 0	
years 1	5% 1
years 2	4% 2
years 3	3% 3
years 4	2% 4
years 5	1% 5
years+ 0	0%



of the Met Investors Series Trust and an amount equal to the underlying fund expenses that are in excess of 0.87% for the Subaccount investing in the Lord Abbett Growth and Income Portfolio -- Class B of the Met Investors Series Trust; an amount equal to the underlying fund expenses that are in excess of 0.72% for the Subaccount investing in the Capital Guardian U.S. Equity Portfolio -- Class A in the Metropolitan Series Fund, Inc.; and an amount equal to the underlying fund expenses that are in excess of 0.65% for the Subaccount investing in the PIMCO Inflation Bond Portfolio -- Class A of the Met Investors Series Trust; and an amount equal to the underlying fund expenses that are in excess of 1.12% for the Subaccount

investing in the Lord Abbett Mid-Cap Value Portfolio -- Class B of the Met Investors Series Trust; and an amount equal to the underlying fund expenses that are in excess of 1.10% for the Subaccount investing in the Third Avenue Small Cap Value Portfolio -- Class B of the Met Investors Series Trust; and an amount equal to the underlying fund expenses that are in excess of 1.18% for the Subaccount investing in the MFS(R) Research International Portfolio -- Class B of the Met Investors Series Trust.

CHART PROGRAM

Effective February 1, 2006, the CHART Asset Allocation Program is closed to new participants. Plan participants who enrolled in the program prior to February 1, 2006, may continue to make additional Purchase Payments into the program. Plan participants who cancel enrollment in the program, may not re-enroll.

MAXIMUM ANNUAL FEE FOR CHART PROGRAM .....0.75%

The following table describes the annual investment advisory fee for clients who enter into an investment advisory agreement to participate in MIFS's CHART asset allocation program. The annual fee is applied to the participant's current Contract Value. Fees payable for participating in the program are deducted on a quarterly basis from the Contract as a partial surrender.

MAXIMUM  
 CONTRACT  
 VALUE  
 ANNUAL  
 FEE FOR  
 EQUAL  
 OR  
 GREATER  
 THAN  
 BUT  
 LESS  
 THAN  
 CHART  
 PROGRAM  
 - - - - -  
 - - - - -  
 - - - - -  
 - - - - -  
 - - - - -  
 - - - - -  
 - - - - -  
 --- \$0  
 \$25,000  
 0.75%  
 \$25,000  
 \$50,000  
 0.75%  
 \$50,000  
 \$75,000  
 0.50%  
 \$75,000  
 \$100,000  
 0.35%  
 \$100,000  
 \$250,000  
 0.25%  
 \$250,000  
 \$500,000  
 0.15%  
 \$500,00+  
 0.10%

UNDERLYING FUND EXPENSES AS OF DECEMBER 31, 2006 (UNLESS OTHERWISE INDICATED):

The first table below shows the range (minimum and maximum) of the total annual operating expenses charged by all of the Underlying Funds, before any voluntary or contractual fee waivers and/or expense reimbursements. The second table shows each Underlying Fund's management fee, distribution and/or service fees (12b-1) if applicable, and other expenses. The Underlying Funds provided this information and we have not independently verified it. More detail concerning each Underlying Fund's fees and expenses is contained in the prospectus for each Underlying Fund. Current prospectuses for the Underlying Funds can be obtained

by calling 1- 800-842-9406.

MINIMUM AND MAXIMUM TOTAL ANNUAL UNDERLYING FUND OPERATING EXPENSES

MINIMUM  
 MAXIMUM ---  
 ----  
 - TOTAL  
 ANNUAL FUND  
 OPERATING  
 EXPENSES  
 (expenses  
 that are  
 deducted  
 from  
 Underlying  
 Fund  
 assets,  
 including  
 management  
 fees,  
 distribution  
 and/or  
 service  
 fees (12b-  
 1), and  
 other  
 expenses)  
 0.38% 1.72%

UNDERLYING FUND FEES AND EXPENSES  
(as a percentage of average daily net assets)

DISTRIBUTION TOTAL CONTRACTUAL  
 FEE NET TOTAL AND/OR ANNUAL  
 WAIVER ANNUAL MANAGEMENT  
 SERVICE OTHER OPERATING AND/OR  
 EXPENSE OPERATING UNDERLYING  
 FUND: FEE (12b-1) FEES EXPENSES  
 EXPENSES REIMBURSEMENT  
 EXPENSES\* - ----  
 ----  
 ----  
 ----- AMERICAN FUNDS  
 INSURANCE SERIES -- CLASS 2  
 American Funds Global Growth  
 Fund.. 0.55% 0.25% 0.03% 0.83%  
 -- 0.83% American Funds Growth  
 Fund..... 0.32% 0.25% 0.02%  
 0.59% -- 0.59% American Funds  
 Growth-Income Fund.. 0.27%  
 0.25% 0.01% 0.53% -- 0.53%  
 DELAWARE VIP TRUST -- STANDARD  
 CLASS Delaware VIP Small Cap  
 Value  
 Series.....  
 0.72% -- 0.11% 0.83% -- 0.83%

DISTRIBUTION TOTAL CONTRACTUAL  
FEE NET TOTAL AND/OR ANNUAL  
WAIVER ANNUAL MANAGEMENT  
SERVICE OTHER OPERATING AND/OR  
EXPENSE OPERATING UNDERLYING  
FUND: FEE (12b-1) FEES EXPENSES  
EXPENSES REIMBURSEMENT  
EXPENSES\* - -----  
-----

----- DREYFUS  
VARIABLE INVESTMENT FUND --  
INITIAL SHARES Dreyfus Variable  
Investment Fund Appreciation  
Portfolio\*\*..... 0.75% --  
0.09% 0.84% -- 0.84% Dreyfus  
Variable Investment Fund  
Developing Leaders  
Portfolio.... 0.75% -- 0.07%  
0.82% -- 0.82% FIDELITY(R)  
VARIABLE INSURANCE PRODUCTS --  
SERVICE CLASS 2 VIP  
Contrafund(R) Portfolio.....  
0.57% 0.25% 0.09% 0.91% --  
0.91% VIP Dynamic Capital  
Appreciation  
Portfolio(+). ....  
0.56% 0.25% 0.24% 1.05% --  
1.05% VIP Mid Cap  
Portfolio..... 0.57%  
0.25% 0.11% 0.93% -- 0.93%  
FRANKLIN TEMPLETON VARIABLE  
INSURANCE PRODUCTS TRUST --  
CLASS 2 Templeton Developing  
Markets Securities  
Fund..... 1.23%  
0.25% 0.24% 1.72% -- 1.72%  
Templeton Foreign Securities  
Fund.. 0.63% 0.25% 0.18% 1.06%  
0.03% 1.03%(1) JANUS ASPEN  
SERIES -- SERVICE SHARES Mid  
Cap Growth Portfolio.....  
0.64% 0.25% 0.06% 0.95% --  
0.95% Worldwide Growth  
Portfolio(+). .... 0.60% --  
0.04% 0.64% -- 0.64% LEGG MASON  
PARTNERS VARIABLE EQUITY TRUST  
Legg Mason Partners Variable  
Aggressive Growth Portfolio --  
Class I++(+). .... 0.75% --  
0.02% 0.77% -- 0.77% Legg Mason  
Partners Variable Appreciation  
Portfolio -- Class  
I.....  
0.70% -- 0.01% 0.71% -- 0.71%  
Legg Mason Partners Variable  
Capital and Income Portfolio --  
Class I(+). .... 0.75% --  
0.05% 0.80% -- 0.80%(2) Legg  
Mason Partners Variable  
Dividend Strategy  
Portfolio(+).. 0.65% -- 0.24%  
0.89% -- 0.89% Legg Mason  
Partners Variable Equity Index  
Portfolio -- Class II.....  
0.31% 0.25% 0.03% 0.59% --  
0.59% Legg Mason Partners  
Variable Fundamental Value  
Portfolio -- Class  
I..... 0.75% 0.02% 0.77%  
0.77% -- 0.77% Legg Mason  
Partners Variable International  
All Cap Opportunity  
Portfolio+..... 0.85% --  
0.09% 0.94% -- 0.94% Legg Mason  
Partners Variable Investors  
Portfolio -- Class I.. 0.65% --

0.07% 0.72% -- 0.72% Legg Mason  
 Partners Variable Large Cap  
 Growth Portfolio -- Class  
 I++.....  
 0.75% -- 0.04% 0.79% -- 0.79%  
 Legg Mason Partners Variable  
 Small Cap Growth Portfolio --  
 Class  
 I.....  
 0.75% -- 0.21% 0.96% -- 0.96%  
 Legg Mason Partners Variable  
 Social Awareness  
 Portfolio++..... 0.66% --  
 0.12% 0.78% -- 0.78% LEGG MASON  
 PARTNERS VARIABLE INCOME TRUST  
 Legg Mason Partners Variable  
 Adjustable Rate Income  
 Portfolio(3).....  
 0.55% 0.25% 0.22% 1.02% --  
 1.02% Legg Mason Partners  
 Variable High Income  
 Portfolio..... 0.60%  
 -- 0.06% 0.66% -- 0.66% MET  
 INVESTORS SERIES TRUST(3)  
 Batterymarch Mid-Cap Stock  
 Portfolio -- Class  
 A..... 0.70% -- 0.11%  
 0.81% -- 0.81%(4) BlackRock  
 High Yield Portfolio -- Class  
 A..... 0.60% -- 0.32%  
 0.92% -- 0.92%(5) BlackRock  
 Large-Cap Core Portfolio --  
 Class E..... 0.63% 0.15%  
 0.22% 1.00% -- 1.00%(6) Dreman  
 Small-Cap Value Portfolio --  
 Class A..... 0.82% --  
 0.37% 1.19% 0.09% 1.10%(7)  
 Harris Oakmark International  
 Portfolio -- Class  
 A..... 0.78% -- 0.13%  
 0.91% -- 0.91% Janus Forty  
 Portfolio -- Class A... 0.65% -  
 - 0.06% 0.71% -- 0.71%(8)  
 Lazard Mid-Cap Portfolio --  
 Class  
 B.....  
 0.70% 0.25% 0.06% 1.01% --  
 1.01% Legg Mason Partners  
 Managed Assets Portfolio --  
 Class A..... 0.50% --  
 0.11% 0.61% -- 0.61%(9) Lord  
 Abbett Bond Debenture Portfolio  
 -- Class A..... 0.50% --  
 0.04% 0.54% -- 0.54% Lord  
 Abbett Growth and Income  
 Portfolio -- Class  
 B..... 0.50% 0.25% 0.03%  
 0.78% -- 0.78% Lord Abbett Mid-  
 Cap Value Portfolio -- Class  
 B..... 0.68%  
 0.25% 0.07% 1.00% -- 1.00%  
 MFS(R) Emerging Markets Equity  
 Portfolio -- Class  
 A(+). .... 1.04% -- 0.29%  
 1.33% 0.03% 1.30%(10)

DISTRIBUTION TOTAL CONTRACTUAL  
FEE NET TOTAL AND/OR ANNUAL  
WAIVER ANNUAL MANAGEMENT  
SERVICE OTHER OPERATING AND/OR  
EXPENSE OPERATING UNDERLYING  
FUND: FEE (12b-1) FEES EXPENSES  
EXPENSES REIMBURSEMENT  
EXPENSES\* - ----- --  
-----

----- MFS(R)

Research International  
Portfolio -- Class

B(+). . . . . 0.72% -- 0.14%

0.86% -- 0.86% MFS(R) Value

Portfolio -- Class A.. 0.73% --

0.23% 0.96% -- 0.96%(11)

Met/AIM Capital Appreciation

Portfolio -- Class

A. . . . . 0.77% -- 0.09%

0.86% -- 0.86%(12) Met/AIM

Small Cap Growth Portfolio --

Class A. . . . .

0.87% -- 0.06% 0.93% -- 0.93%

(13) Neuberger Berman Real

Estate Portfolio -- Class

A. . . . . 0.64% -- 0.04%

0.68% -- 0.68% PIMCO Inflation

Protected Bond Portfolio --

Class A. . . . . 0.50% --

0.05% 0.55% -- 0.55% Pioneer

Fund Portfolio -- Class A..

0.75% -- 0.30% 1.05% 0.05%

1.00%(14) Pioneer Strategic

Income Portfolio -- Class

A. . . . . 0.70% -- 0.12%

0.82% -- 0.82%(15) Third Avenue

Small Cap Value Portfolio --

Class B. . . . . 0.74% 0.25%

0.04% 1.03% -- 1.03% METLIFE

INVESTMENT FUNDS, INC. -- CLASS

I(16) MetLife Investment

Diversified Bond

Fund. . . . .

0.41% -- 0.09% 0.50% 0.01%

0.49%(17) MetLife Investment

International Stock

Fund. . . . .

0.73% -- 0.20% 0.93% 0.01%

0.92% MetLife Investment Large

Company Stock

Fund. . . . .

0.52% -- 0.11% 0.63% 0.01%

0.62% MetLife Investment Small

Company Stock

Fund. . . . .

0.64% -- 0.14% 0.78% 0.01%

0.77%(18) METROPOLITAN SERIES

FUND, INC. BlackRock Aggressive

Growth Portfolio -- Class

D. . . . . 0.72% 0.10% 0.06%

0.88% -- 0.88% BlackRock Bond

Income Portfolio -- Class

A. . . . . 0.39% -- 0.07%

0.46% 0.01% 0.45%(19) BlackRock

Money Market Portfolio -- Class

A. . . . . 0.34% -- 0.04%

0.38% 0.01% 0.37%(20) Capital

Guardian U.S. Equity Portfolio

-- Class A(+). . . . . 0.66% --

0.06% 0.72% -- 0.72% FI Large

Cap Portfolio -- Class A..

0.78% -- 0.06% 0.84% -- 0.84%

(21) FI Value Leaders Portfolio

-- Class

D. . . . .

0.64% 0.10% 0.07% 0.81% --

0.81% MFS(R) Total Return

Portfolio -- Class  
F..... 0.53% 0.20% 0.05%  
0.78% -- 0.78%(22) Oppenheimer  
Global Equity Portfolio --  
Class B.....  
0.53% 0.25% 0.09% 0.87% --  
0.87% Western Asset Management  
U.S. Government Portfolio --  
Class  
A.....  
0.50% -- 0.07% 0.57% -- 0.57%  
PIMCO VARIABLE INSURANCE TRUST  
-- ADMINISTRATIVE CLASS Total  
Return Portfolio.....  
0.25% 0.15% 0.25% 0.65% --  
0.65% PUTNAM VARIABLE TRUST --  
CLASS IB Putnam VT Discovery  
Growth  
Fund(+).  
0.70% 0.25% 0.55% 1.50% --  
1.50% VAN KAMPEN LIFE  
INVESTMENT TRUST -- CLASS II  
Comstock  
Portfolio.....  
0.56% 0.25% 0.03% 0.84% --  
0.84% Enterprise  
Portfolio(+). 0.50%  
0.25% 0.18% 0.93% -- 0.93%  
Strategic Growth  
Portfolio(+). 0.70% 0.25%  
0.08% 1.03% -- 1.03% WELLS  
FARGO VARIABLE TRUST Wells  
Fargo Advantage VT Small/Mid  
Cap Value  
Fund(+). 0.75%  
0.25% 0.46% 1.46% 0.32% 1.14%

NET TOTAL ANNUAL  
OPERATING  
DISTRIBUTION TOTAL  
CONTRACTUAL FEE NET  
TOTAL EXPENSES  
AND/OR ANNUAL WAIVER  
ANNUAL INCLUDING  
MANAGEMENT SERVICE  
OTHER OPERATING  
AND/OR EXPENSE  
OPERATING UNDERLYING  
UNDERLYING FUND: FEE  
(12b-1) FEES  
EXPENSES EXPENSES  
REIMBURSEMENT  
EXPENSES\*\* FUND  
EXPENSES - -----  
-----  
-----  
-----  
-----

---- METROPOLITAN  
SERIES FUND, INC.  
MetLife Aggressive  
Allocation Portfolio  
-- Class

B.....  
0.10% 0.25% 0.07%  
0.42% 0.07% 0.35%  
1.10%(23) MetLife  
Conservative  
Allocation Portfolio  
-- Class

B.....  
0.10% 0.25% 0.09%  
0.44% 0.09% 0.35%  
0.96% MetLife  
Conservative to  
Moderate Allocation

```
Portfolio -- Class
B.....
 0.10% 0.25% 0.02%
 0.37% 0.02% 0.35%
 1.00% MetLife
Moderate Allocation
Portfolio -- Class
B.....
 0.10% 0.25% 0.01%
 0.36% 0.01% 0.35%
 1.05% MetLife
Moderate to
Aggressive
Allocation Portfolio
-- Class
B.....
 0.10% 0.25% 0.01%
 0.36% 0.01% 0.35%
 1.10%
```

- 
- \* New Total Annual Operating Expenses do not reflect (1) voluntary waivers of fees or expenses; (2) contractual waivers that are in effect for less than one year from the date of this Prospectus; or (3) expense reductions resulting from custodial fee credits or directed brokerage arrangements.
  - + Closed to new investors.
  - ++ Fees and Expenses are based on the Portfolio's fiscal year ended October 31, 2006.

NOTES

- (1) Other Expenses include 0.03% of "Acquired Fund Fees and Expenses," which are fees and expenses attributable to underlying portfolios in which the Portfolio invested during the preceding fiscal year. The manager has agreed in advance to reduce its fee from assets invested by the Fund in a Franklin Templeton money market fund (the acquired fund) to the extent that the Fund's fees and expenses are due to those of the acquired fund. This reduction is required by the Trust's board of trustees and an exemptive order of the Securities and Exchange Commission (SEC).
- (2) Other expenses have been estimated based on expenses incurred by Class II shares because no Class I shares were outstanding on December 31, 2006.
- (3) Other Expenses have been restated to reflect new custodian, fund administration and transfer agent fee schedules, as if these fee schedules had been in effect for the previous fiscal year.
- (4) Other Expenses have been restated to reflect the current Met Investors Series Trust fee schedule, as if that schedule had applied to the Portfolio for the entire fiscal year.
- (5) Other Expenses have been restated to reflect the current Met Investors Series Trust fee schedule, as if that schedule had applied to the Portfolio for the entire fiscal year. The Management Fee has been restated to reflect an amended management fee agreement, as if the agreement had been in effect during the previous fiscal year.
- (6) Other Expenses have been restated to reflect the current Met Investors Series Trust fee schedule, as if that schedule had applied to the Portfolio for the entire fiscal year. The Management Fee has been restated to reflect an amended management fee agreement, as if the agreement had been in effect during the previous fiscal year. This is a new share class for this Portfolio. Operating expenses are estimated based on the expenses of the Class A shares of the Portfolio.
- (7) Other Expenses have been restated to reflect the current Met Investors Series Trust fee schedule, as if that schedule had applied to the Portfolio for the entire fiscal year. Pursuant to an expense limitation agreement, the Investment Adviser has agreed, for a period of one year commencing May 1, 2007, to limit its fee and to reimburse expenses to the extent necessary to limit total operating expenses to 1.10%, excluding 12b-1 fees.
- (8) Other Expenses have been restated to reflect the current Met Investors Series Trust fee schedule, as if that schedule had applied to the Portfolio for the entire fiscal year.
- (9) Other Expenses have been restated to reflect the current Met Investors Series Trust fee schedule, as if that schedule had applied to the Portfolio for the entire fiscal year.
- (10) Pursuant to an expense limitation agreement, the Investment Adviser has agreed, for a period of one year commencing May 1, 2007, to limit its fee and to reimburse expenses to the extent necessary to limit total operating expenses to 1.30%, excluding 12b-1 fees. The fees and expenses shown in the table are annualized, based on the Portfolio's May 1, 2006 start date.
- (11) Other Expenses have been restated to reflect the current Met Investors Series Trust fee schedule, as if that schedule had applied to the Portfolio for the entire fiscal year. The Management Fee has been restated to reflect an amended management fee agreement, as if the agreement had been in effect during the previous fiscal year.
- (12) Other Expenses have been restated to reflect the current Met Investors Series Trust fee schedule, as if that schedule had applied to the Portfolio for the entire fiscal year. The Management Fee has been restated to reflect an amended management fee agreement, as if the agreement had been in effect during the previous fiscal year. The Portfolio's fiscal year end has been changed from 10/31 to 12/31. The fees and expenses shown are for the Portfolio's last fiscal year ended October 31, 2006.
- (13) The Management Fee has been restated to reflect an amended management fee agreement, as if the agreement had been in effect during the previous fiscal year.
- (14) Other Expenses have been restated to reflect the current Met Investors Series Trust fee schedule, as if that schedule had applied to the Portfolio for the entire fiscal year. Pursuant to an expense limitation agreement, the Investment Adviser has agreed, for a period of one year commencing May 1, 2007, to limit its fee and to reimburse expenses to the extent necessary to limit total operating expenses to 1.00%, excluding 12b-1 fees.

- (15) Other Expenses have been restated to reflect the current Met Investors Series Trust fee schedule, as if that schedule had applied to the Portfolio for the entire fiscal year. The Management Fee has been restated to reflect an amended management fee agreement, as if the agreement had been in effect during the previous fiscal year. The Portfolio's fiscal year end has been changed from 10/31 to 12/31. The fees and expenses shown are for the Portfolio's last fiscal year ended October 31, 2006.
- (16) Other Expenses have been restated to reflect current fees, as if current fees had been in effect for the previous fiscal year.
- (17) Assumes fee schedules were in place for the full year with Wellington Management Company LLP.
- (18) Assumes fee schedules were in place for the full year with Delaware Management Company.
- (19) MetLife Advisers, LLC has contractually agreed, for the period May 1, 2007 through April 30, 2008, to reduce the Management Fee to the annual rate of 0.325% for amounts over \$1 billion but less than \$2 billion.
- (20) MetLife Advisers, LLC has contractually agreed, for the period May 1, 2007 through April 30, 2008, to reduce the Management Fee to the annual rate of 0.345% for the first \$500 million of the Portfolio's average daily net assets and 0.335% for the next \$500 million.
- (21) The Management Fee has been restated to reflect current fees, as if fees had been in effect for the previous fiscal year.

- (22) The Management Fee has been restated to reflect current fees, as if current fees had been in effect for the previous fiscal year.
- (23) These Portfolios are "funds of funds" that invest substantially all of their assets in other portfolios of the Met Investors Series Trust and the Metropolitan Series Fund, Inc. Because the Portfolios invest in other underlying portfolios, each Portfolio will also bear its pro rata portion of the operating expenses of the underlying portfolios in which the Portfolio invests, including the management fee. The weighted average of the total operating expenses of the underlying portfolios, after any applicable fee waivers and expense reimbursements, as of December 31, 2006, were: 0.61% for the MetLife Conservative Allocation Portfolio, 0.65% for the MetLife Conservative to Moderate Allocation Portfolio, 0.70% for the MetLife Moderate Allocation Portfolio, 0.75% for the MetLife Moderate to Aggressive Allocation Portfolio and 0.75% for the MetLife Aggressive Strategy Portfolio. The total operating expenses of the Portfolios, including the weighted average of the total operating expenses of the underlying portfolio before any applicable fee waivers and expense reimbursements, as of December 31, 2006, were: 1.05% for the MetLife Conservative Allocation Portfolio, 1.02% for the MetLife Conservative to Moderate Allocation Portfolio, 1.07% for the MetLife Moderate Allocation Portfolio, 1.11% for the MetLife Moderate to Aggressive Allocation Portfolio and 1.18% for the MetLife Aggressive Strategy Portfolio. Contract and Policy Owners may be able to realize lower aggregate expenses by investing directly in the underlying portfolios instead of investing in the Portfolios. A Contract or Policy Owner who chooses to invest directly in the underlying portfolios would not, however, receive the asset allocation services provided by Met Investors Advisory LLC. (See the fund prospectus for a description of each Portfolio's target allocation.) MetLife Advisers, LLC has contractually agreed, for the period May 1, 2007 through April 30, 2008, to waive fees or pay all expenses (other than brokerage costs, taxes, interest and any extraordinary expenses) so as to limit net total annual operating expenses of the Portfolio to 0.10%, excluding 12b-1 fees.

\*\* Other Expenses include 0.02% of "Acquired Fund Fees and Expenses," which are fees and expenses attributable to underlying portfolios in which the Portfolio invested during the preceding fiscal year.

#### EXAMPLES

These examples are intended to help you compare the cost of investing in the Contract with the cost of investing in other variable annuity Contracts. These costs include Contract Owner transaction expenses, Contract fees, separate account annual expenses, and Underlying Fund total annual operating expenses. These examples do not represent past or future expenses. Your actual expenses may be more or less than those shown.

These examples assume that you invest \$10,000 in the Contract for the time periods indicated and that your investment has a 5% return each year. The examples reflect the annual Contract administrative charge, factoring in that the charge is waived for contracts over a certain value. Additionally, the examples are based on the minimum and maximum Underlying Fund total annual operating expenses shown above, and do not reflect any Underlying Fund fee waivers and/or expense reimbursements.

The examples assume you have elected the Optional Death Benefit and that you have allocated all of your Contract Value to either the Underlying Fund with the maximum total annual operating expenses or the Underlying Fund with the minimum total annual operating expenses. Your actual expenses will be less than those shown if you do not elect the Optional Death Benefit.

#### EXAMPLE 1.

MAXIMUM CHARGES (assuming you select the Optional Death Benefit)

IF CONTRACT IS  
 SURRENDERED AT THE IF  
 CONTRACT IS NOT  
 SURRENDERED OR END OF  
 PERIOD SHOWN:  
 ANNUITIZED AT END OF  
 PERIOD SHOWN: -----  
 -----  
 -----  
 -----



EXAMPLE 2 -- This example assumes that you have elected the most expensive death benefit option and the CHART program at the maximum fee. Under the CHART program, you choose to enter into a separate investment advisory agreement with MIFS for the purpose of receiving asset allocation advice. The example assumes that your Contract Value is allocated to the most expensive and least expensive Underlying Funds; however, under the program, your Contract Value is currently allocated amongst four Underlying Funds, each of which is substantially less expensive than the example reflecting the maximum total operating expenses. The program is not part of the Contract issued by the Company.

IF CONTRACT IS  
 SURRENDERED AT THE IF  
 CONTRACT IS NOT  
 SURRENDERED OR END OF  
 PERIOD SHOWN:  
 ANNUITIZED AT END OF  
 PERIOD SHOWN: -----  
 -----  
 -----  
 -----  
 ----- FUNDING OPTION  
 1 YEAR 3 YEARS 5 YEARS  
 10 YEARS 1 YEAR 3  
 YEARS 5 YEARS - -----  
 -----  
 -----

Underlying Fund with  
 Maximum Total Annual  
 Operating  
 Expenses.....  
 \$885 \$1,409 \$2,050  
 \$4,054 \$385 \$1,169  
 \$1,970 Underlying Fund  
 with Minimum Total  
 Annual Operating  
 Expenses.....  
 \$749 \$1,007 \$1,391  
 \$2,794 \$249 \$767  
 \$1,311

IF CONTRACT IS NOT  
 SURREN- DERED OR  
 ANNUITIZED AT END OF  
 PERIOD SHOWN: -----  
 -- FUNDING OPTION 10  
 YEARS - -----  
 ----- Underlying  
 Fund with Maximum  
 Total Annual Operating  
 Expenses.....  
 \$4,054 Underlying Fund  
 with Minimum Total  
 Annual Operating  
 Expenses.....  
 \$2,794

CONDENSED FINANCIAL INFORMATION

See Appendices A and B.

THE ANNUITY CONTRACT AND YOUR RETIREMENT PLAN

If you participate through a retirement plan or other group arrangement, the Contract may provide that all or some of your rights or choices as described in this Prospectus are subject to the plan's terms. For example, limitations on your rights may apply to investment choices, purchase payments, withdrawals, transfers, loans, the death benefit and Annuity options.

The Contract may provide that a plan administrative fee will be paid by making a withdrawal from your Contract Value. Also, the Contract may require that you or

your beneficiary obtain a signed authorization from your employer or plan administrator to exercise certain rights. We may rely on your employer's or plan administrator's statements to us as to the terms of the plan or your entitlement to any amounts. We are not a party to your employer's retirement plan. We will not be responsible for determining what your plan says. You should consult the Contract and plan document to see how you may be affected. If you are a Texas Optional Retirement Program participant, please see Appendix E for specific information which applies to you.

THE ANNUITY CONTRACT

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MetLife Retirement Account Annuity is a Contract between the Contract Owner ("you") and the Company. This is the prospectus -- it is not the Contract. The prospectus highlights many Contract provisions to focus your attention on the Contract's essential features. Your rights and obligations under the Contract will be determined by the language of the Contract itself. When you receive your Contract, we suggest you read it promptly and carefully. There may be differences in your Contract from the descriptions in this prospectus because of the requirements of the state where we issued your Contract. We will include any such differences in your Contract.

The Company offers several different annuities that your investment professional may be authorized to offer to you. Each annuity offers different features and benefits that may be appropriate for you. In particular, the annuities differ based on variations in the standard and optional death benefit protection provided for your beneficiaries, the availability of optional living benefits, the ability to access your Contract Value if necessary and the charges that you will be subject to if you make a withdrawal or surrender the annuity. The separate account charges and other charges may be different between each annuity we offer. Optional death benefits and living benefits are subject to a separate charge for the additional protections they offer to you and your beneficiaries. Furthermore, annuities that offer greater

flexibility to access your Contract Value generally are subject to higher separate account charges than annuities that deduct charges if you make a withdrawal or surrender.

We encourage you to evaluate the fees, expenses, benefits and features of this annuity against those of other investment products, including other annuity products offered by us and other insurance companies. Before purchasing this or any other investment product you should consider whether the product you purchase is consistent with your risk tolerance, investment objectives, investment time horizon, financial and tax situation, liquidity needs and how you intend to use the annuity.

You make Purchase Payments to us and we credit them to your Contract. We promise to pay you an income, in the form of Annuity Payments, beginning on a future date that you choose, the Maturity Date. The Purchase Payments accumulate tax deferred in the funding options of your choice. We offer multiple Variable Funding Options. We may also offer a Fixed Account option. Where permitted by law, we reserve the right to restrict Purchase Payments into the Fixed Account whenever the credited interest rate on the Fixed Account is equal to the minimum guaranteed interest rate specified under the Contract. The Contract Owner assumes the risk of gain or loss according to the performance of the Variable Funding Options. The Contract Value is the amount of Purchase Payments and any associated Purchase Payment Credits, plus or minus any investment experience on the amounts you allocate to the Separate Account ("Separate Account Contract Value") or interest on the amounts you allocate to the Fixed Account ("Fixed Account Contract Value"). The Contract Value also reflects all withdrawals made and charges deducted. There is generally no guarantee that at the Maturity Date the Contract Value will equal or exceed the total Purchase Payments made under the Contract. The date the Contract and its benefits become effective is referred to as the Contract Date. Each 12-month period following the Contract Date is called a Contract Year.

Certain changes and elections must be made in writing to the Company. Where the term "Written Request" is used, it means that you must send written information to our Home Office in a form and content satisfactory to us.

The Contract is not available for purchase if the proposed owner or Annuitant is age 81 or older. The Contract is not open to new purchasers.

Purchase of this Contract through a tax-qualified retirement plan or IRA does not provide any additional tax deferral benefits beyond those provided by the plan or the IRA. Accordingly, if you are purchasing this Contract through a plan or IRA, you should consider purchasing this Contract for its Death Benefit, Annuity Option Benefits, and other non-tax-related benefits. You should consult with your financial adviser to determine if this Contract is appropriate for you.

#### CONTRACT OWNER INQUIRIES

Any questions you have about your Contract should be directed to our Home Office at 1-800-842-9406.

#### PURCHASE PAYMENTS

Your initial Purchase Payment is due and payable before the Contract becomes effective. The initial Purchase Payment must be at least \$20,000. You may make additional payments of at least \$5,000 at any time. No additional payments are allowed if this Contract is purchased with a beneficiary-directed transfer of death benefit proceeds. Under certain circumstances, we may waive the minimum Purchase Payment requirement. Purchase Payments over \$1,000,000 may be made only with our prior consent.

We accept Purchase Payments made by check or cashier's check. We do not accept cash, money orders or traveler's checks. We reserve the right to refuse purchase payments made via a personal check in excess of \$100,000. Purchase payments over \$100,000 may be accepted in other forms, including but not limited to, EFT/wire transfers, certified checks, corporate checks, and checks written on financial institutions. The form in which we receive a purchase payment may determine how soon subsequent disbursement requests may be fulfilled. (See "Access To Your Money.") We will apply the initial Purchase Payment less any applicable premium tax within two business days after we receive it at our Home Office with a properly completed application or order request. If your request or other information accompanying the initial Purchase Payment is incomplete when received, we will hold the Purchase Payment for up to five business days. If we cannot obtain the necessary information within five business days, we will return the Purchase Payment in full, unless you specifically consent for us to keep it until you provide the necessary information.



We will credit subsequent Purchase Payments to a Contract on the same business day we receive it, if it is received in good order by our Home Office by 4:00 p.m. Eastern time. A business day is any day that the New York Stock Exchange is open for regular trading (except when trading is restricted due to an emergency as defined by the Securities and Exchange Commission). Purchase Payments allocated to the Fixed Account are not eligible for Purchase Payment Credits.

Where permitted by state law, we reserve the right to restrict Purchase Payments into the Fixed Account whenever the credited interest rate on the Fixed Account is equal to the minimum guaranteed interest rate specified under the Contract.

We will provide you with the address of the office to which purchase payments are to be sent.

#### PURCHASE PAYMENT CREDITS

If, for an additional charge, you select the Optional Death Benefit, we will add a credit to your Contract with each Purchase Payment. Each credit is added to the Contract Value when the corresponding Purchase Payment is applied, and will equal 2% of each Purchase Payment. These credits are applied pro rata to the same Variable Funding Options to which your Purchase Payment was applied. Purchase Payments allocated to the Fixed Account are not eligible for Purchase Payment Credits.

You should know that over time and under certain circumstances (such as a period of poor market performance) the costs associated with the Purchase Payment Credits may more than offset the Purchase Payment Credits and related earnings. You should consider this possibility before purchasing the Optional Death Benefit.

#### CONSERVATION CREDIT

If you are purchasing this Contract with funds from another Contract issued by us or our affiliates, you may receive a conservation credit to your Purchase Payments. If applied, we will determine the amount of such credit.

#### ACCUMULATION UNITS

The period between the Contract Date and the Maturity Date is the Accumulation Period. During the Accumulation Period, an Accumulation Unit is used to calculate the value of a Contract. Each Variable Funding Option has a corresponding Accumulation Unit value. The Accumulation Units are valued each business day and their values may increase or decrease from day to day. The daily change in value of an Accumulation Unit each day is based on the investment performance of the corresponding Underlying Fund, and the deduction of separate account charges shown in the Fee Table in this prospectus. The number of Accumulation Units we will credit to your Contract once we receive a Purchase Payment or transfer request (or liquidate for a withdrawal request) is determined by dividing the amount directed to each Variable Funding Option (or taken from each funding option) by the value of its Accumulation Unit. Normally, we calculate the value of an Accumulation Unit for each Variable Funding Option as of the close of regular trading (generally 4:00 p.m. Eastern time) each day the New York Stock Exchange is open. After the value is calculated, we credit your Contract. During the Annuity Period (i.e., after the Maturity Date), you are credited with Annuity Units.

#### THE VARIABLE FUNDING OPTIONS

You choose the Variable Funding Options to which you allocate your Purchase Payments. From time to time we may make new Variable Funding Options available. These Variable Funding Options are Subaccounts of the Separate Account. The Subaccounts invest in the Underlying Funds. You are not investing directly in the Underlying Fund. Each Underlying Fund is a portfolio of an open-end management investment company that is registered with the SEC under the Investment Company Act of 1940. These Underlying Funds are not publicly traded and are only offered through variable annuity contracts, variable life insurance products, and maybe in some instances, certain retirement plans. They are not the same retail mutual funds as those offered outside of a variable annuity or variable life insurance product, although the investment practices and fund names may be similar and the portfolio managers may be identical. Accordingly, the performance of the retail mutual fund is likely to be different from that of the Underlying Fund.

We select the Underlying Funds offered through this Contract based on several criteria, including asset class coverage, the strength of the adviser's or subadviser's reputation and tenure, brand recognition, performance, and the capability and qualification of each investment firm. Another factor we consider during the selection process is



whether the Underlying Fund's adviser or subadviser is one of our affiliates or whether the Underlying Fund, its adviser, its subadviser(s), or an affiliate will make payments to us or our affiliates. In this regard, the profit distributions we receive from our affiliated investment advisers are a component of the total revenue that we consider in configuring the features and investment choices available in the variable insurance products that we and our affiliated insurance companies issue. Since we and our affiliated insurance companies may benefit more from the allocation of assets to portfolios advised by our affiliates than those that are not, we may be more inclined to offer portfolios advised by our affiliates in the variable insurance products we issue. For additional information on these arrangements, see "Payment We Receive." We review the Underlying Funds periodically and may remove an Underlying Fund or limit its availability to new Purchase Payments and/or transfers of Contract Value if we determine that the Underlying Fund no longer meets one or more of the selection criteria, and/or if the Underlying Fund has not attracted significant allocations from Contract Owners. In some cases, we have included Underlying Funds based on recommendations made by broker-dealer firms. When the Company develops a variable annuity product in cooperation with a fund family or distributor (e.g. a "private label" product) the Company will generally include Underlying Funds based on recommendations made by the fund family or distributor, whose selection criteria may differ from the Company's selection criteria.

WE DO NOT PROVIDE ANY INVESTMENT ADVICE AND DO NOT RECOMMEND OR ENDORSE ANY PARTICULAR UNDERLYING FUND. YOU BEAR THE RISK OF ANY DECLINE IN THE CONTRACT VALUE OF YOUR CONTRACT RESULTING FROM THE PERFORMANCE OF THE UNDERLYING FUNDS YOU HAVE CHOSEN.

If investment in the Underlying Funds or a particular Underlying Fund is no longer possible, in our judgment becomes inappropriate for purposes of the Contract, or for any other reason in our sole discretion, we may substitute another Underlying Fund or Underlying Funds without your consent. The substituted Underlying Fund may have different fees and expenses. Substitution may be made with respect to existing investments or the investment of future Purchase Payments, or both. However, we will not make such substitution without any necessary approval of the Securities and Exchange Commission and applicable state insurance departments. Furthermore, we may close Underlying Funds to allocations of Purchase Payments or Contract Value, or both, at any time in our sole discretion.

In certain circumstances, the Company's ability to remove or replace an Underlying Fund may be limited by the terms of a five-year agreement between MetLife, Inc. (MetLife) and Legg Mason, Inc. (Legg Mason) relating to the use of certain Underlying Funds advised by Legg Mason affiliates. The agreement sets forth the conditions under which the Company can remove an Underlying Fund, which, in some cases, may differ from the Company's own selection criteria. In addition, during the term of the agreement, subject to the Company's fiduciary and other legal duties, the Company is generally obligated in the first instance to consider Underlying Funds advised by Legg Mason affiliates in seeking to make a substitution for an Underlying Fund advised by a Legg Mason affiliate. The agreement was originally entered into on July 1, 2005 by MetLife and certain affiliates of Citigroup Inc. (Citigroup) as part of MetLife's acquisition of The Travelers Insurance Company (now MetLife Insurance Company of Connecticut) and The Travelers Life and Annuity Company (now, MetLife Life and Annuity Company of Connecticut) from Citigroup. Legg Mason replaced the Citigroup affiliates as a party to the agreement when Citigroup sold its asset management business to Legg Mason. The agreement also obligates Legg Mason to continue making payments to the Company with respect to Underlying Funds advised by Legg Mason affiliates, on the same terms provided for in administrative services agreements between Citigroup's asset management affiliates and the Travelers insurance companies that predated the acquisition.

**PAYMENTS WE RECEIVE.** As described above, an investment adviser (other than our affiliates MetLife Advisers, LLC, and Met Investors Advisory, LLC) or subadviser of an Underlying Fund, or its affiliates, may make payments to the Company and/or certain of our affiliates. These payments may be used for a variety of purposes, including payment of expenses for certain administrative, marketing and support services with respect to the Contracts and, in the Company's role as an intermediary with respect to the Underlying Funds. The Company and its affiliates may profit from these payments. These payments may be derived, in whole or in part, from the advisory fee deducted from Underlying Fund assets. Contract Owners, through their indirect investment in the Underlying Funds, bear the costs of these advisory fees (see the Underlying Funds' prospectuses for more information). The amount of the payments we receive is based on a percentage of assets of the Underlying Funds attributable to the Contracts and certain other variable insurance products that the Company and its affiliates issue. These percentages differ and some advisers or subadvisers (or other affiliates) may pay the Company more than others. These percentages currently

range up to 0.50%.

Additionally, an investment adviser or subadviser of an Underlying Fund or its affiliates may provide the Company with wholesaling services that assist in the distribution of the Contracts and may pay the Company and/or certain of



METLIFE  
STOCK INDEX  
PORTFOLIO  
Wellington  
Management  
Company LLP,  
MetLife  
Investment  
Advisors  
Company, LLC  
ClearBridge  
Advisors,  
LLC and SsgA  
Funds  
Management,  
Inc. METLIFE  
INVESTMENT  
SMALL  
COMPANY  
STOCK FUND  
RUSSELL  
2000 (R)  
PORTFOLIO OF  
MET SERIES  
FUND  
Delaware  
Management  
Company, OFI  
MetLife  
Investment  
Advisors  
Company, LLC  
Institutional  
Asset  
Management,  
Inc. and  
SsgA Funds  
Management,  
Inc. METLIFE  
INVESTMENT  
INTERNATIONAL  
STOCK FUND  
MORGAN  
STANLEY  
EAFE (R)  
INDEX  
PORTFOLIO  
Alliance  
Bernstein  
L.P.,  
Oechsle  
MetLife  
Investment  
Advisors  
Company, LLC  
International  
Advisors LLC  
and SsgA  
Funds  
Management,  
Inc. METLIFE  
INVESTMENT  
DIVERSIFIED  
BOND FUND  
LEHMAN  
BROTHERS (R)  
AGGREGATE  
BOND INDEX  
Western  
Asset  
Management  
Company,  
PORTFOLIO  
Wellington  
Management  
Company LLP  
and SsgA  
MetLife  
Investment  
Advisors  
Company, LLC



Please note that:

- No action is required on your part at this time. You will not need to file a new election or take any immediate action if the SEC approves the substitutions.
- The elections you have on file for allocating your Contract Value and Purchase Payments will be redirected to the Replacement Funds unless you change your elections and transfer your Contract Value before the substitutions take place.
- You may transfer amounts in your Contract among the variable funding options and the fixed option as usual. The substitutions will not be treated as transfers for purposes of the transfer provisions of your Contract, subject to the Company's restrictions on transfers to prevent or limit "market timing" and excessive trading activities by Contract Owners or agents of Contract Owners.
- If you make one transfer from one of the above Existing Funds before the substitution, or from the Replacement Fund after the substitution, any transfer charge that might otherwise be imposed will be waived from the date of this Notice through the date that is 30 days after the substitution.
- On the effective date of the substitutions, your Contract Value in the variable funding options will be the same as before the substitutions. However, the number of units you receive in the Replacement Funds will be different from the number of units in your Existing Funds, due to the difference in unit values.
- There will be no tax consequences to you.

Following the substitutions, if you had Contract Value in an Existing Fund, we will send you a prospectus for Metropolitan Series Fund, Inc., as well as notice of the actual date of the substitutions and confirmation of the transfers. Please contact your registered representative if you have any questions.

\* \* \* \* \*

The current Variable Funding Options are listed below, along with their investment advisers and any subadviser:

FUNDING INVESTMENT INVESTMENT OPTION OBJECTIVE ADVISER/SUBADVISER
- ----- ----- ----- ----- ----- -----
- AMERICAN FUNDS INSURANCE SERIES American Funds Global Growth Seeks capital appreciation Capital Research and Management Fund -- Class 2 through stocks. Company American Funds Growth Seeks capital appreciation Capital Research and Management Fund -- Class 2 through stocks. Company American Funds Growth- Income Seeks both capital appreciation Capital Research

and Management  
Fund -- Class 2  
and income.  
Company DELAWARE  
VIP TRUST  
Delaware VIP  
Small Cap Value  
Seeks capital  
appreciation.  
Delaware  
Management  
Company Series --  
Standard Class  
DREYFUS VARIABLE  
INVESTMENT FUND  
Dreyfus Variable  
Investment Seeks  
long term capital  
growth The  
Dreyfus  
Corporation Fund  
Appreciation  
consistent with  
the preservation  
Subadviser: Fayez  
Serofim & Co.  
Portfolio --  
Initial Shares of  
capital. Its  
secondary goal is  
current income.  
Dreyfus Variable  
Investment Seeks  
capital growth.  
The Dreyfus  
Corporation Fund  
Developing  
Leaders Portfolio  
-- Initial Shares  
FRANKLIN  
TEMPLETON  
VARIABLE  
INSURANCE  
PRODUCTS TRUST  
Templeton  
Developing  
Markets Seeks  
long-term capital  
Templeton Asset  
Management Ltd.  
Securities Fund -  
- Class 2  
appreciation.

FUNDING  
INVESTMENT  
INVESTMENT OPTION  
OBJECTIVE

ADVISER/SUBADVISER

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- Templeton  
Foreign  
Securities Seeks  
long-term capital  
growth. Templeton  
Investment  
Counsel, LLC Fund  
-- Class 2

Subadviser:  
Franklin  
Templeton  
Investment  
Management  
Limited JANUS  
ASPEN SERIES Mid  
Cap Growth Seeks  
long-term growth  
of Janus Capital  
Management LLC  
Portfolio --  
Service Shares  
capital.

Worldwide Growth  
Seeks long-term  
growth of capital  
Janus Capital  
Management LLC  
Portfolio --  
Service Shares in  
a manner  
consistent with  
the +  
preservation of  
capital. LEGG

MASON PARTNERS  
VARIABLE EQUITY  
TRUST Legg Mason  
Partners Variable  
Seeks capital  
appreciation.  
This Legg Mason  
Partners Fund  
Advisor,

Aggressive Growth  
Portfolio+  
objective may be  
changed without  
LLC ("LMPFA")  
shareholder  
approval.  
Subadviser:  
ClearBridge  
Advisors, LLC  
("CBA") Legg  
Mason Partners  
Variable Seeks  
long-term  
appreciation of  
LMPFA

Appreciation  
capital. This  
objective may be  
Subadviser: CBA  
Portfolio --  
Class I changed  
without

shareholder approval. Legg Mason Partners Variable Seeks total return (that is, a LMPFA Capital and Income combination of income and long-Subadvisers: CBA and Western Portfolio -- Class I+ term capital appreciation). This Asset Management Company ("WAM") objective may be changed without shareholder approval. Legg Mason Partners Variable Seeks capital appreciation, LMPFA Dividend Strategy Portfolio principally through investments Subadviser: CBA in dividend-paying stocks. This objective may be changed without shareholder approval. Legg Mason Partners Variable Seeks investment results that, LMPFA Equity Index before expenses, correspond to Subadviser: Batterymarch Portfolio -- Class II the price and yield performance Financial Management Inc. of the S&P 500 Index. The fund ("Batterymarch") will hold substantially all of the stocks in the S&P 500 Index, with comparable economic sector weightings, market capitalization and liquidity. This objective may be changed without shareholder approval. Legg Mason Partners Variable Seeks long-term capital growth. LMPFA Fundamental Value

Current income is  
a secondary  
Subadviser: CBA  
Portfolio --  
Class I  
consideration.  
This objective  
may be changed  
without  
shareholder  
approval. Legg  
Mason Partners  
Variable Seeks  
total return on  
assets from LMPFA  
International All  
Cap growth of  
capital and  
income.  
Subadviser:  
Brandywine Global  
Opportunity  
Portfolio + This  
objective may be  
changed  
Investment  
Management, LLC  
without  
shareholder  
approval.  
("Brandywine")

FUNDING  
INVESTMENT  
INVESTMENT OPTION  
OBJECTIVE  
ADVISER/SUBADVISED

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- Legg Mason  
Partners Variable  
Seeks long-term  
growth of LMPFA  
Investors

Portfolio --  
Class capital.  
Current income is  
a Subadviser: CBA  
I secondary  
objective. These  
objectives may be  
changed without  
shareholder

approval. Legg  
Mason Partners  
Variable Seeks  
long-term growth  
of LMPFA Large  
Cap Growth  
Portfolio

capital. This  
objective may be  
Subadviser: CBA  
changed without  
shareholder

approval. Legg  
Mason Partners  
Variable Seeks  
long-term growth  
of LMPFA Small  
Cap Growth  
Portfolio

capital. This  
objective may be  
Subadviser: CBA  
Portfolio --  
Class I changed  
without

shareholder  
approval. Legg  
Mason Partners  
Variable Seeks  
long term capital  
LMPFA Social  
Awareness  
Portfolio

appreciation and  
retention of net  
Subadviser: Legg  
Mason Investment  
investment  
income. This  
objective

Counsel, LLC  
("LMIC") may be  
changed without  
shareholder  
approval. LEGG  
MASON PARTNERS  
VARIABLE INCOME  
TRUST Legg Mason

Partners Variable  
Seeks to provide  
high current  
LMPFA Adjustable  
Rate Income  
income and to

limit the degree  
of Subadviser:  
WAM Portfolio  
fluctuation of  
its net asset  
value resulting  
from movements in  
interest rates.

This objective  
may be changed  
without

shareholder  
approval. Legg  
Mason Partners  
Variable Seeks  
high current  
income. LMPFA  
High Income  
Portfolio  
Secondarily,  
seeks capital  
Subadviser:  
Western Asset  
appreciation.

These objectives  
Management

Company, Ltd.  
("WAML") may be  
changed without  
shareholder  
approval. MET  
INVESTORS SERIES  
TRUST

Batterymarch Mid-  
Cap Stock Seeks  
growth of  
capital. Met  
Investors  
Advisory LLC  
Portfolio --

Class A ("MIA")  
Subadviser:  
Batterymarch  
Financial

Management, Inc.  
BlackRock High  
Yield Portfolio-  
Seeks to maximize  
total return, MIA  
Class A

consistent with  
income generation  
Subadviser:

BlackRock  
Financial and  
prudent  
investment

Management, Inc.  
management.

BlackRock Large-  
Cap Core Seeks  
long-term capital  
growth. MIA  
Portfolio --

Class E  
Subadviser:

BlackRock  
Advisors, LLC

Dreman Small-Cap  
Value Seeks  
capital

appreciation. MIA  
Portfolio --  
Class A

Subadviser:

Dreman Value  
Management, LLC  
Harris Oakmark  
International  
Seeks long-term  
capital MIA

Portfolio --  
Class A  
appreciation.  
Subadviser:  
Harris Associates  
L.P. Janus Forty  
Portfolio --  
Class Seeks  
capital  
appreciation. MIA  
A Subadviser:  
Janus Capital  
Management LLC  
Lazard Mid-Cap  
Seeks long-term  
capital MIA  
Portfolio --  
Class B  
appreciation.  
Subadviser:  
Lazard Asset  
Management LLC

FUNDING  
INVESTMENT  
INVESTMENT OPTION  
OBJECTIVE  
ADVISER/SUBADVISER

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- Legg Mason  
Partners Managed  
Seeks high total  
return. MIA  
Assets Portfolio  
-- Class A  
Subadvisers:

Batterymarch; and  
WAM Lord Abbett  
Bond Debenture  
Seeks high  
current income  
and the MIA  
Portfolio --  
Class A  
opportunity for  
capital

Subadviser: Lord,  
Abbett & Co.  
appreciation to  
produce a high  
LLC total return.

Lord Abbett  
Growth and Income  
Seeks growth of  
capital and MIA  
Portfolio --  
Class B current  
income without  
excessive

Subadviser: Lord,  
Abbett & Co.  
fluctuations in  
the market value.

LLC Lord Abbett  
Mid-Cap Value  
Seeks capital  
appreciation MIA  
Portfolio --  
Class B through  
investments  
primarily in

Subadviser: Lord,  
Abbett & Co.  
equity securities  
which are LLC  
believed to be  
undervalued in  
the marketplace.

Met/AIM Capital  
Appreciation  
Seeks capital  
appreciation. MIA  
Portfolio --  
Class A

Subadviser: AIM  
Capital  
Management, Inc.  
Met/AIM Small Cap  
Growth Seeks  
long-term growth  
of MIA Portfolio  
-- Class A  
capital.

Subadviser: AIM  
Capital  
Management, Inc.

MFS(R) Emerging  
Markets Equity  
Seeks capital  
appreciation. MIA  
Portfolio --  
Class A+  
Subadviser:  
Massachusetts  
Financial  
Services Company  
("MFS") MFS(R)  
Research  
International  
Seeks capital  
appreciation. MIA  
Portfolio --  
Class B+  
Subadviser: MFS  
MFS(R) Value  
Portfolio --  
Class Seeks  
capital  
appreciation and  
MIA A reasonable  
income.  
Subadviser: MFS  
Neuberger Berman  
Real Estate Seeks  
to provide total  
return MIA  
Portfolio --  
Class A through  
investment in  
real estate  
Subadviser:  
Neuberger Berman  
securities,  
emphasizing both  
Management, Inc.  
capital  
appreciation and  
current income.  
PIMCO Inflation  
Protected Bond  
Seeks to provide  
maximum real MIA  
Portfolio --  
Class A return,  
consistent with  
Subadviser:  
Pacific  
Investment  
preservation of  
capital and  
Management  
Company LLC  
prudent  
investment  
management.  
Pioneer Fund  
Portfolio --  
Class Seeks  
reasonable income  
and MIA A capital  
growth.  
Subadviser:  
Pioneer  
Investment  
Management, Inc.  
Pioneer Strategic  
Income Seeks a  
high level of  
current MIA  
Portfolio --  
Class A income.  
Subadviser:  
Pioneer  
Investment  
Management, Inc.  
Third Avenue  
Small Cap Value

Seeks long-term  
capital MIA  
Portfolio --  
Class B  
appreciation.  
Subadviser: Third  
Avenue Management  
LLC METLIFE  
INVESTMENT FUNDS,  
INC. MetLife  
Investment  
Diversified Seeks  
maximum long-term  
total MetLife  
Investment Funds  
Bond Fund --  
Class I return  
(capital  
appreciation and  
Management LLC  
income) by  
investing  
primarily in  
Subadvisers: WAM;  
Wellington fixed  
income  
securities.  
Management  
Company LLP; and  
SsgA Funds  
Management, Inc.

FUNDING  
INVESTMENT  
INVESTMENT OPTION  
OBJECTIVE  
ADVISER/SUBADVISER

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- MetLife  
Investment Seeks  
maximum long-term  
total MetLife  
Investment Funds  
International  
Stock return  
(capital  
appreciation and  
Management LLC  
Fund -- Class I  
income) by  
investing  
primarily in  
Subadvisers:  
Alliance  
Bernstein common  
stocks of  
established non-  
L.P.; Oechsle  
International  
U.S. companies.  
Advisors LLC; and  
SsgA Funds  
Management, Inc.  
MetLife  
Investment Large  
Seeks maximum  
long-term total  
MetLife  
Investment Funds  
Company Stock  
Fund -- Class  
return (capital  
appreciation and  
Management LLC I  
income) by  
investing  
primarily in  
Subadvisers:  
Wellington common  
stocks of well-  
established  
Management  
Company LLP; CBA;  
and companies.  
SsgA Funds  
Management, Inc.  
MetLife  
Investment Small  
Seeks to provide  
maximum long-  
MetLife  
Investment Funds  
Company Stock  
Fund -- Class  
term total return  
(capital  
Management LLC I  
appreciation and  
income) by  
Subadvisers:  
Delaware  
Management  
investing  
primarily in  
common Company;

OFI Institutional  
Asset stocks of  
small companies.  
Management, Inc.;  
and SsgA Funds  
Management, Inc  
METROPOLITAN  
SERIES FUND, INC.  
BlackRock  
Aggressive Growth  
Seeks maximum  
capital MetLife  
Advisers, LLC  
Portfolio --  
Class D  
appreciation.  
Subadviser:  
BlackRock  
Advisors, LLC  
BlackRock Bond  
Income Seeks  
competitive total  
return MetLife  
Advisers, LLC  
Portfolio --  
Class A primarily  
from investing in  
Subadviser:  
BlackRock  
Advisors, fixed-  
income  
securities. LLC  
BlackRock Money  
Market Seeks a  
high level of  
current MetLife  
Advisers, LLC  
Portfolio --  
Class A income  
consistent with  
Subadviser:  
BlackRock  
Advisors,  
preservation of  
capital. LLC  
Capital Guardian  
U. S. Equity  
Seeks long-term  
growth of MetLife  
Advisers, LLC  
Portfolio --  
Class A+ capital.  
Subadviser:  
Capital Guardian  
Trust Company FI  
Large Cap  
Portfolio --  
Class Seeks long-  
term growth of  
MetLife Advisers,  
LLC A capital.  
Subadviser:  
Fidelity  
Management &  
Research Company,  
Inc. ("FMRC") FI  
Value Leaders  
Seeks long-term  
growth of MetLife  
Advisers, LLC  
Portfolio --  
Class D capital.  
Subadviser: FMRC  
MetLife  
Aggressive  
Allocation Seeks  
growth of  
capital. MetLife  
Advisers, LLC  
Portfolio --  
Class B MetLife

Conservative Allocation Seeks high level of current MetLife Advisers, LLC Portfolio -- Class B income, with growth of capital as a secondary objective.

MetLife

Conservative to Seeks high total return in the MetLife Advisers, LLC Moderate Allocation form of income and growth of Portfolio -- Class B capital, with a greater emphasis on income. MetLife

Moderate

Allocation Seeks a balance between a high MetLife Advisers, LLC Portfolio -- Class B level of current income and growth of capital, with a greater emphasis on growth of capital. MetLife

Moderate to

Aggressive Seeks growth of capital. MetLife Advisers, LLC Allocation Portfolio -- Class B MFS(R) Total Return Seeks a favorable total return

MetLife Advisers, LLC Portfolio -- Class F through investment in a Subadviser: MFS diversified portfolio.

Oppenheimer

Global Equity

Seeks capital

appreciation.

MetLife Advisers, LLC Portfolio -- Class B

Subadviser:

OppenheimerFunds, Inc.

FUNDING  
INVESTMENT  
INVESTMENT OPTION  
OBJECTIVE  
ADVISER/SUBADVISED

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- Western Asset  
Management U.S.  
Seeks to maximize  
total return

MetLife Advisers,  
LLC Government  
consistent with  
preservation of  
Subadviser: WAM  
Portfolio --  
Class A capital  
and maintenance  
of liquidity.

PIMCO VARIABLE  
INSURANCE TRUST  
Total Return  
Seeks maximum  
total return,  
Pacific

Investment  
Management  
Portfolio --  
Administrative  
consistent with  
preservation of  
Company LLC Class  
capital and  
prudent  
investment  
management.

PUTNAM VARIABLE  
TRUST Putnam VT  
Discovery Growth  
Seeks long-term  
growth of Putnam  
Investment

Management, LLC  
Fund -- Class IB  
Shares+ capital.

VAN KAMPEN LIFE  
INVESTMENT TRUST  
Van Kampen Life  
Investment Seeks  
capital growth  
and income Van  
Kampen Asset  
Management Inc.

Trust Comstock  
through  
investments in  
equity Portfolio  
-- Class II  
securities,  
including common  
stocks, preferred  
stocks and  
securities  
convertible into  
common and  
preferred stocks.

Van Kampen Life  
Investment Seeks  
capital  
appreciation. Van  
Kampen Asset  
Management Inc.  
Trust Strategic

Growth Portfolio  
-- Class II+ Van  
Kampen Life  
Investment Seeks  
capital  
appreciation Van  
Kampen Asset  
Management Inc.  
Trust Enterprise  
through  
investments in  
securities  
Portfolio --  
Class II+  
believed by the  
Portfolio's  
investment  
adviser to have  
above- average  
potential for  
capital  
appreciation.  
VARIABLE  
INSURANCE  
PRODUCTS FUND  
Contrafund(R)  
Seeks long-term  
capital FMRC  
Portfolio --  
Service Class 2  
appreciation.  
Dynamic Capital  
Appreciation  
Seeks capital  
appreciation.  
FMRC Portfolio --  
Service Class 2+  
Mid Cap Portfolio  
-- Service Seeks  
long-term growth  
of FMRC Class 2  
capital. WELLS  
FARGO VARIABLE  
TRUST Wells Fargo  
Advantage VT  
Seeks long-term  
capital Wells  
Fargo Funds  
Management, LLC  
Small/Mid Cap  
Value Fund+  
appreciation.  
Subadviser: Wells  
Capital  
Management,  
Incorporated

- -----  
+ Closed to new investors.

#### ASSET ALLOCATION PORTFOLIOS

The MetLife Conservative Allocation Portfolio, the MetLife Conservative to Moderate Allocation Portfolio, the MetLife Moderate Allocation Portfolio, the MetLife Moderate to Aggressive Allocation Portfolio and the MetLife Aggressive Allocation Portfolio, also known as the "asset allocation portfolios", are "fund of funds" portfolios that invest substantially all of their assets in other portfolios of the Metropolitan Series Fund, Inc. or the Met Investors Series Trust. Therefore, each of these asset allocation portfolios will bear its pro-rata share of the fees and expenses incurred by the underlying portfolio in which it invests in addition to its own management fees and expenses. This will reduce the investment return of each of the asset allocation portfolios. The expense levels will vary over time, depending on the mix of underlying portfolios in which the asset allocation portfolio invests. Contract Owners may be able to realize lower aggregate expenses by investing directly in the Underlying Funds instead of investing in the asset allocation portfolios. A Contract Owner who chooses to invest directly in the underlying portfolios would not



however, receive asset allocation services provided by MetLife Advisers. For more information regarding the asset allocation portfolios, please read the prospectus for these portfolios.

#### FIXED ACCOUNT

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We may offer our Fixed Account as a funding option. Please see separate prospectus for more information.

#### CHARGES AND DEDUCTIONS

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##### GENERAL

We deduct the charges described below. The charges are for the service and benefits we provide, costs and expenses we incur, and risks we assume under the Contracts. Services and benefits we provide include:

- the ability for you to make withdrawals and surrenders under the Contracts
- the death benefit paid on the death of the Contract Owner, Annuitant, or first of the joint owners
- the available funding options and related programs (including dollar cost averaging, portfolio rebalancing, and systematic withdrawal programs)
- administration of the annuity options available under the Contracts
- the distribution of various reports to Contract Owners

Costs and expenses we incur include:

- losses associated with various overhead and other expenses associated with providing the services and benefits provided by the Contracts
- sales and marketing expenses including commission payments to your sales agent
- other costs of doing business.

Risks we assume include:

- that Annuitants may live longer than estimated when the annuity factors under the Contracts were established
- that the amount of the death benefit will be greater than the Contract Value
- that the costs of providing the services and benefits under the Contracts will exceed the charges deducted.

We may also deduct a charge for taxes.

Unless otherwise specified, charges are deducted proportionately from all funding options in which you are invested.

We may reduce or eliminate the withdrawal charge, the administrative charges and/or the mortality and expense risk charge under the Contract based upon characteristics of the group. Such characteristics include, but are not limited to, the nature of the group, size, facility by which purchase payments will be paid, and aggregate amount of anticipated persistency. The availability of a reduction or elimination of the withdrawal charge or the administrative charge will be made in a reasonable manner and will not be unfairly discriminatory to the interest of any Contract Owner.

The amount of a charge may not necessarily correspond to the costs associated with providing the services or benefits indicated by the designated charge. For example, the withdrawal charge we collect may not fully cover all of the sales and distribution expenses we actually incur. The amount of any fee or charge is not impacted by an outstanding loan. We may also profit on one or more of the charges. We may use any such profits for any corporate purpose, including the payment of sales expenses.





IF YOU PURCHASED YOUR CONTRACT UNDER A 457 OR 403(B) QUALIFIED PLAN, WE WILL NOT DEDUCT A WITHDRAWAL CHARGE:

- from payments we make due to the death of the Annuitant
- if an annuity payout has begun
- from amounts withdrawn which are deposited to other contracts issued by us or our affiliate, subject to our approval
- if withdrawals are taken as a minimum distribution, as defined under The Code
- if withdrawals are taken due to a hardship, as defined under The Code
- if withdrawals are taken due to a disability, as defined under The Code, of the Annuitant;
- if you are confined to an eligible nursing home, as described in Appendix C (403 (B) PLANS ONLY).

#### FREE WITHDRAWAL ALLOWANCE

Beginning in the second Contract Year, you may withdraw up to 20% of the Contract Value annually. We calculate the available withdrawal amount as of the end of the previous Contract Year.

Any withdrawal is subject to federal income taxes on the taxable portion. In addition, a 10% federal penalty may be assessed on any withdrawal if the Contract Owner is under age 59 1/2. You should consult with your tax adviser regarding the tax consequences of a withdrawal.

#### TRANSFER CHARGE

We reserve the right to assess a transfer charge of up to \$10.00 on transfers exceeding 12 per year. We will notify you in writing at your last known address at least 31 days before we impose any such transfer charge.

#### MORTALITY AND EXPENSE RISK CHARGE

Each business day, we deduct a mortality and expense risk ("M&E") charge from amounts we hold in the Variable Funding Options. We reflect the deduction in our calculation of accumulation and Annuity Unit values. The charges stated are the maximum for this product. This charge is equal to 0.80% annually. If you choose the Optional Death Benefit, the M&E charge is 1.25% annually. This charge compensates the Company for risks assumed, benefits provided and expenses incurred, including the payment of commissions to your sales agent.

#### VARIABLE FUNDING OPTION EXPENSES

We summarized the charges and expenses of the Underlying Funds in the fee table. Please review the prospectus for each Underlying Fund for a more complete description of that fund and its expenses. Underlying Fund expenses are not fixed or guaranteed and are subject to change by the Fund.

#### FLOOR BENEFIT/LIQUIDITY BENEFIT CHARGES

If you select the Variable Annuitization Floor Benefit, we deduct a charge upon election of this benefit. This charge compensates us for guaranteeing a minimum variable Annuity Payment regardless of the performance of the Variable Funding Options you selected. This charge will vary based upon market conditions, but will never increase your annual Separate Account charge by more than 3%. The charge will be set at the time of election, and will remain level throughout the term of annuitization. If the Liquidity Benefit is selected, there is a surrender charge of 5% of the amounts withdrawn during the annuity period. Please refer to Payment Options for a description of these benefits.

#### CHART ASSET ALLOCATION PROGRAM FEE

If you are a participant in the CHART Program, there is an additional fee.

#### PREMIUM TAX

Certain state and local governments charge premium taxes ranging from 0% to 3.5%, depending upon jurisdiction. We are responsible for paying these taxes and will determine the method used to recover premium tax expenses incurred. We will deduct any applicable premium taxes from your Contract Value either upon death, surrender, annuitization, or at the time you make Purchase Payments to the Contract, but no earlier than when we have a tax liability under state law.

#### CHANGES IN TAXES BASED UPON PREMIUM OR VALUE

If there is any change in a law assessing taxes against the Company based upon premiums, Contract gains or value of the Contract, we reserve the right to charge you proportionately for this tax.

## TRANSFERS

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Subject to the limitations described below, you may transfer all or part of your Contract Value between Variable Funding Options at any time up to 30 days before the Maturity Date. After the Maturity Date, you may make transfers only if allowed by your Contract or with our consent. Transfer requests received at our Home Office that are in good order before the close of the New York Stock Exchange will be processed according to the value(s) next computed following the close of business. Transfer requests received on a non-business day or after the close of the New York Stock Exchange will be processed based on the value(s) next computed on the next business day.

Where permitted by state law, we reserve the right to restrict transfers from the Variable Funding Options to the Fixed Account whenever the credited interest rate on the Fixed Account is equal to the minimum guaranteed interest rate specified under the Contract.

Currently, there are no charges for transfers; however, we reserve the right to charge a fee for any transfer request which exceeds twelve per year. Since each Underlying Fund may have different overall expenses, a transfer of Contract Values from one Variable Funding Option to another could result in your investment becoming subject to higher or lower expenses. Also, when making transfers, you should consider the inherent risks associated with the Variable Funding Options to which your Contract Value is allocated.

### MARKET TIMING/EXCESSIVE TRADING

Frequent requests from Contract Owners to transfer Contract Value may dilute the value of an Underlying Fund's shares if the frequent trading involves an attempt to take advantage of pricing inefficiencies created by a lag between a change in the value of the securities held by the Underlying Fund and the reflection of that change in the Underlying Fund's share price ("arbitrage trading"). Regardless of the existence of pricing inefficiencies, frequent transfers may also increase brokerage and administrative costs of the Underlying Funds and may disrupt fund management strategy, requiring an Underlying Fund to maintain a high cash position and possibly resulting in lost investment opportunities and forced liquidations ("disruptive trading"). Accordingly, arbitrage trading and disruptive trading activities (referred to collectively as "market timing") may adversely affect the long-term performance of the underlying funds, which may in turn adversely affect Contract Owners and other persons who may have an interest in the Contracts (e.g., annuitants and beneficiaries).

We have policies and procedures that attempt to detect and deter frequent transfers in situations where we determine there is a potential for arbitrage trading. Currently, we believe that such situations may be present in the international, small-cap, and high-yield underlying funds (i.e., American Funds Global Growth Fund, MFS(R) Emerging Markets Equity Portfolio, Delaware VIP Small Cap Value Series, Dreyfus Variable Investment Fund Developing Leaders Portfolio, Templeton Developing Markets Securities Fund, Templeton Foreign Securities Fund, Janus Aspen Series Worldwide Growth Portfolio, Legg Mason Partners Variable High Income Portfolio, Legg Mason Partners Variable International All Cap Opportunities Portfolio, Legg Mason Partners Variable Small Cap Growth Portfolio, Dreman Small-Cap Value Portfolio, Harris Oakmark International Portfolio, Lord Abbett Bond Debenture Portfolio, Met/AIM Small Cap Growth Portfolio, Pioneer Strategic Income Portfolio, MetLife Investment International Stock Fund, MetLife Investment Small Company Stock Fund, Oppenheimer Global Equity Portfolio, BlackRock High Yield Portfolio, MFS(R) Research International Portfolio, and Third Avenue Small Cap Value Portfolio -- the "Monitored Portfolios") and we monitor transfer activity in those Monitored Portfolios. In addition, as described below, we intend to treat all American Funds Insurance Series portfolios ("American Funds portfolios") as Monitored Portfolios. We employ various means to monitor transfer activity, such as examining the frequency and size of transfers into and out of the Monitored Portfolios within given periods of time. For example, we currently monitor transfer activity to determine if, for each of the Monitored Portfolios, in a three-month period there were two or more "round-trips" of a certain dollar amount or greater. A round-trip is defined as a transfer in followed by a transfer out within the next 10 calendar days or a transfer out followed by a transfer in within the next 10 calendar days. In the case of a Contract that has been restricted previously, a single round-trip of a certain dollar amount or greater will trigger the transfer restrictions described below.

We do not believe that other Underlying Funds present a significant opportunity to engage in arbitrage trading and therefore do not monitor transfer activity in those Underlying Funds. We may change the Monitored Portfolios at any time without notice in our sole discretion. In addition to monitoring transfer

activity in certain Underlying Funds, we rely on the Underlying Fund to bring any potential disruptive trading activity they identify to our attention for

investigation on a case-by-case basis. We will also investigate other harmful transfer activity that we identify from time to time. We may revise these policies and procedures in our sole discretion at any time without prior notice.

AMERICAN FUNDS MONITORING POLICY. As a condition to making their portfolios available in our products, American Funds requires us to treat all American Funds portfolios as Monitored Portfolios under our current market timing and excessive trading policies and procedures. Further, American Funds Distributors requires us to impose additional specified monitoring criteria for all American Funds portfolios available under the Contract, regardless of the potential for arbitrage trading. We are required to monitor transfer activity in American Funds portfolios to determine if there were two or more transfers in followed by transfers out, in each case of a certain dollar amount or greater, in any 30-day period. A first violation of the American Funds monitoring policy will result in a written notice of violation; any additional violation will result in the imposition of the transfer restrictions described below. Further, as Monitored Portfolios, American Funds portfolios also will be subject to our current market timing and excessive trading policies, procedures and restrictions, and transfer restrictions may be imposed upon a violation of either monitoring policy.

Our policies and procedures may result in transfer restrictions being applied to deter market timing. Currently, when we detect transfer activity in the Monitored Portfolios that exceeds our current transfer limits, or other transfer activity that we believe may be harmful to other Contract Owners or other persons who have an interest in the Contracts, we will exercise our contractual right to restrict your number of transfers to one every six months. In addition, we also reserve the right, but do not have the obligation, to further restrict the right to request transfers by any market timing firm or any other third party who has been authorized to initiate transfers on behalf of multiple Contract Owners. We may, among other things:

- reject the transfer instructions of any agent acting under a power of attorney on behalf of more than one owner, or
- reject the transfer or exchange instructions of individual owners who have executed pre-authorized transfer forms which are submitted by market timing firms or other third parties on behalf of more than one owner.

Transfers made under a Dollar Cost Averaging Program, a rebalancing program or, if applicable, any asset allocation program described in this prospectus are not treated as transfers when we evaluate trading patterns for market timing.

The detection and deterrence of harmful transfer activity involves judgments that are inherently subjective, such as the decision to monitor only those underlying funds that we believe are susceptible to arbitrage trading or the determination of the transfer limits. Our ability to detect and/or restrict such transfer activity may be limited by operational and technological systems, as well as our ability to predict strategies employed by Contract Owners to avoid such detection. Our ability to restrict such transfer activity also may be limited by provisions of the Contract. Accordingly, there is no assurance that we will prevent all transfer activity that may adversely affect Contract Owners and other persons with interests in the Contracts. We do not accommodate market timing in any Underlying Funds and there are no arrangements in place to permit any Contract Owner to engage in market timing; we apply our policies and procedures without exception, waiver, or special arrangement.

The Underlying Funds may have adopted their own policies and procedures with respect to frequent purchases and redemptions of their respective shares, and we reserve the right to enforce these policies and procedures. For example, Underlying Funds may assess a redemption fee (which we reserve the right to collect) on shares held for a relatively short period. The prospectuses for the Underlying Funds describe any such policies and procedures, which may be more or less restrictive than the policies and procedures we have adopted. Although we may not have the contractual authority or the operational capacity to apply the frequent trading policies and procedures of the Underlying Funds, we have entered into a written agreement, as required by SEC regulation, with each Underlying Fund or its principal underwriter that obligates us to provide to the Underlying Fund promptly upon request certain information about the trading activity of individual Contract Owners, and to execute instructions from the Underlying Fund to restrict or prohibit further purchase payments or transfers by specific Contract Owners who violate the frequent trading policies established by the Underlying Fund.

In addition, Contract Owners and other persons with interests in the Contracts should be aware that the purchase and redemption orders received by the Underlying Funds generally are "omnibus" orders from intermediaries such as retirement plans or separate accounts funding variable insurance contracts. The

omnibus orders reflect the aggregation and netting of multiple orders from individual owners of variable insurance contracts and/or individual

retirement plan participants. The omnibus nature of these orders may limit the Underlying Funds in their ability to apply their frequent trading policies and procedures. In addition, the other insurance companies and/or retirement plans may have different policies and procedures or may not have any such policies and procedures because of contractual limitations. For these reasons, we cannot guarantee that the Underlying Fund (and thus Contract Owners) will not be harmed by transfer activity relating to other insurance companies and/or retirement plans that may invest in the Underlying Funds. If an Underlying Fund believes that an omnibus order reflects one or more transfer requests from Contract Owners engaged in disruptive trading activity, the Underlying Fund may reject the entire omnibus order.

In accordance with applicable law, we reserve the right to modify or terminate the transfer privilege at any time. We also reserve the right to defer or restrict the transfer privilege at any time that we are unable to purchase or redeem shares of any of the Underlying Fund, including any refusal or restriction on purchases or redemptions of their shares as a result of their own policies and procedures on market timing activities (even if an entire omnibus order is rejected due to the market timing activity of a single Contract Owner. You should read the Underlying Fund prospectuses for more details.

#### CHART ASSET ALLOCATION PROGRAM

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GENERAL

Asset allocation is a method of investment diversification that allocates assets among asset classes with the goal of managing investment risk and potentially enhancing returns over the long term. An asset Class refers to a category of investments having similar characteristics, such as stocks/equities, bonds/ fixed income, and cash equivalents. There are often further divisions among wider asset classes, for example, classes representing company size (large cap, mid cap, and small cap), and classes representing foreign and U.S. investments. Asset allocation strategies reflect the theory that diversification among asset classes can help reduce volatility over the long term. THERE IS NO ASSURANCE THAT INVESTMENT RETURNS WILL BE BETTER THROUGH PARTICIPATION IN AN ASSET ALLOCATION PROGRAM -- INVESTMENTS MAY STILL LOSE MONEY AND EXPERIENCE VOLATILITY.

THE ASSET ALLOCATION PROGRAM DESCRIBED BELOW IS NOT A PART OF THE CONTRACT ISSUED BY THE COMPANY. THE COMPANY IS NOT REGISTERED AS AN INVESTMENT ADVISER, AND IS NOT OFFERING INVESTMENT ADVICE IN MAKING AVAILABLE THE ASSET ALLOCATION PROGRAM.

#### CHART ASSET ALLOCATION PROGRAM

Effective February 1, 2006, the CHART Asset Allocation Program is closed to new participants. If you enrolled in the program prior to February 1, 2006, you may continue to make additional Purchase Payments into the program. If you cancel your enrollment in the program, you may not re-enroll.

An affiliate of the Company, MIFS offers an asset allocation program to participants of qualified retirement plans who own the Contract individually or are participants in a group Contract owned by the plan (collectively, "participants"). The program, called "CHART", is available for an additional asset-based fee that is payable by the participant to MIFS for offering the program. When a participant elects the program ("program participant"), he or she must enter into an investment advisory agreement with MIFS. MIFS has a fiduciary obligation with respect to program participants.

MetLife Securities, Inc. or Metropolitan Life Insurance Company, affiliates of MIFS, may receive compensation payable by the Company for selling the Contract to your plan and for additional contributions made by plan participants. MIFS entered into a Solicitation Agreement with MetLife Securities, Inc., a broker-dealer affiliate of both the Company and Metropolitan Life Insurance Company, whereby MetLife Securities, Inc. is compensated by MIFS for referring participants who enter into investment advisory agreements with MIFS to participate in CHART. MIFS, Metropolitan Life Insurance Company and MetLife Securities, Inc. are all our affiliates.

The following is a general description of the CHART Program -- a complete description is available in the Disclosure Statement for the program. NOTE: There are limitations on the investment advisory activities that MIFS's representatives can perform for program participants. Please refer to the Disclosure Statement and other documents that MIFS is required to provide to you.



Participants who enter into an investment advisory agreement with MIFS to participate in the program are authorizing MIFS to allocate their Contract Value according to asset allocation models developed in consultation with CRA/RogersCasey, Inc., a well-known investment consulting firm. When electing the program, a program participant must complete a questionnaire designed to evaluate his or her risk tolerance and investment time horizon. Based on the results of the questionnaire, participants are matched to an investor profile. Each investor profile establishes allocation percentages among four "program funds", each of which is a Variable Funding Option offered under the Contract. Currently, the program funds are MetLife Investment International Stock Fund, MetLife Investment Small Company Stock Fund, MetLife Investment Large Company Stock Fund and MetLife Investment Diversified Bond Fund. Each of the program funds is advised by MetLife Investment Funds Management LLC, an affiliate of MIFS.

Periodically, MIFS reviews its investment model and each investor profile, and may make changes to the allocation percentages between the asset classes of the investor profiles, may change the number of asset classes, or may change the program funds. If, as a result of such review, a change is made to an investor profile, MIFS will notify program participants in advance of the change, and the participant will have the opportunity to reject the change.

At any time, a program participant can request a change to his or her investor profile or the allocation of his or her Contract Value amongst the Variable Funding Options, or can elect to terminate the program. Program participants are encouraged to regularly reconsider their investor profile or allocation by calling MIFS for a review at the phone number provided in the investor advisory agreement. Program participants are encouraged to do this at least once a year. In addition, program participants will receive a quarterly performance report from the Company that provides information about the Variable Funding Options.

Program participants who elect to participate in CHART are required to only allocate their Contract Value amongst the program funds. A program participant can elect to have his or her Contract Value "rebalanced" on a monthly, quarterly, semi-annual, or annual basis, to maintain the asset allocation percentages originally selected according to the model portfolio or a customized portfolio.

PROGRAM FEES -- DEDUCTIONS FROM CONTRACT VALUE

MIFS charges an annual asset-based fee to participate in the program as a percentage of the participant's Contract Value, as described in the table below.

MAXIMUM	
CONTRACT	
VALUE	
ANNUAL	
FEE FOR	
EQUAL	
OR	
GREATER	
THAN	
BUT	
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\$25,000	0.75%
\$25,000	
\$50,000	0.75%
\$50,000	
\$75,000	0.50%
\$75,000	
\$100,000	0.35%
\$100,000	

\$250,000  
0.25%  
\$250,000  
\$500,000  
0.15%  
\$500,00+  
0.10%

Please refer to the disclosure statement for the program for a detailed description of how and when the annual program fee is calculated and when it is deducted.

The annual fee to participate in the program is in addition to any Contract fees and charges. Fees payable for participating in the program are deducted on a quarterly basis from the Contract as a partial surrender. Partial surrenders made to pay program fees will reduce the participant's Contract Value, the guaranteed minimum death benefit, and the amount available for free withdrawals.

ACCESS TO YOUR MONEY

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Any time before the Maturity Date, you may redeem all or any portion of the Cash Surrender Value, that is, the Contract Value less any withdrawal charge and any premium tax not previously deducted. Unless you submit a Written Request specifying the fixed or Variable Funding Option(s) from which we are to withdraw amounts, we will make the withdrawal on a pro rata basis. We will determine the Cash Surrender Value as of the close of business

after we receive your surrender request at our Home Office. The Cash Surrender Value may be more or less than the Purchase Payments you made. You may not make withdrawals during the annuity period.

For amounts allocated to the Variable Funding Options, we may defer payment of any Cash Surrender Value for a period of up to five business days after the Written Request is received. For amounts allocated to the Fixed Account, we may defer payment of any Cash Surrender Value for a period up to six months. In either case, it is our intent to pay as soon as possible. We cannot process requests for withdrawals that are not in good order. We will contact you if there is a deficiency causing a delay and will advise what is needed to act upon the withdrawal request.

We may withhold payment of Cash Surrender Value or a Participant's loan proceeds if any portion of those proceeds would be derived from a Contract Owner's check that has not yet cleared (i.e., that could still be dishonored by your banking institution). We may use telephone, fax, Internet or other means of communication to verify that payment from the Contract Owner's check has been or will be collected. We will not delay payment longer than necessary for us to verify that payment has been or will be collected. Contract Owners may avoid the possibility of delay in the disbursement of proceeds coming from a check that has not yet cleared by providing us with a certified check.

If your Contract is issued as part of a 403(b) plan, there are restrictions on your ability to make withdrawals from your Contract. You may not withdraw contributions or earnings made to your Contract after December 31, 1988 unless you are (a) age 59 1/2, (b) no longer employed, (c) deceased, (d) disabled, or (e) experiencing a financial hardship. Even if you are experiencing a financial hardship, you may only withdraw contributions, not earnings. You should consult with your tax adviser before making a withdrawal from your Contract.

#### SYSTEMATIC WITHDRAWALS

Before the Maturity Date, you may choose to withdraw a specified dollar amount (at least \$100) on a monthly, quarterly, semiannual or annual basis. We will deduct any applicable premium taxes and withdrawal charge. To elect systematic withdrawals, you must have a Contract Value of at least \$15,000 and you must make the election on the form we provide. We will surrender Accumulation Units pro rata from all funding options in which you have an interest, unless you instruct us otherwise. You may begin or discontinue systematic withdrawals at any time by notifying us in writing, but you must give at least 30 days notice to change any systematic withdrawal instructions that are currently in place.

We reserve the right to discontinue offering systematic withdrawals or to assess a processing fee for this service upon 30 days written notice to Contract Owners (where allowed by state law).

Each systematic withdrawal is subject to federal income taxes on the taxable portion. In addition, a 10% federal penalty tax may be assessed on systematic withdrawals if the Contract Owner is under age 59 1/2. There is no additional fee for electing systematic withdrawals. You should consult with your tax adviser regarding the tax consequences of systematic withdrawals.

MANAGED DISTRIBUTION PROGRAM. Under the systematic withdrawal option, you may choose to participate in the Managed Distribution Program. At no cost to you, you may instruct us to calculate and make minimum distributions that may be required by the IRS upon reaching age 70 1/2. (See Federal Tax Considerations") These payments will not be subject to the withdrawal charge and will be in lieu of the free withdrawal allowance. No Dollar Cost Averaging will be permitted if you are participating in the Managed Distribution Program.

#### OWNERSHIP PROVISIONS

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#### TYPES OF OWNERSHIP

##### CONTRACT OWNER

The Contract belongs to the Contract Owner named in the Contract (on the Specifications page). The Annuitant is the individual upon whose life the Maturity Date and the amount of monthly payments depend. You have sole power to exercise any rights and to receive all benefits given in the Contract provided you have not named an irrevocable beneficiary.

If this Contract is purchased by a beneficiary of another contract who directly transferred the death proceeds due under that contract, he/she will be granted the same rights the owner has under the Contract except that he/she cannot take a loan or make additional Purchase Payments.

BENEFICIARY

You name the beneficiary in a Written Request. The beneficiary has the right to receive any death benefit proceeds remaining under the Contract upon the death of the Contract Owner. If more than one beneficiary survives the Annuitant or Contract Owner, they will share equally in benefits unless you recorded different shares with the Company by Written Request before the death of the Contract Owner. In the case of a non-spousal beneficiary or a spousal beneficiary who has not chosen to assume the Contract, we will not transfer or otherwise remove the death benefit proceeds from either the Variable Funding Options or the Fixed Account, as most recently elected by the Contract Owner, until the Death Report Date.

Unless you have named an irrevocable beneficiary you have the right to change any beneficiary by Written Request during the lifetime of the Annuitant and while the Contract continues.

DEATH BENEFIT

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Before the Maturity Date, generally, a death benefit is payable when you die. At purchase, you elect either the standard death benefit or the optional death benefit. We calculate the death benefit at the close of the business day on which our Home Office receives (1) Due Proof of Death and (2) written payment instructions or election of beneficiary contract continuance ("Death Report Date").

DEATH PROCEEDS BEFORE THE MATURITY DATE

STANDARD DEATH BENEFIT

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ANNUITANT'S  
AGE ON THE  
CONTRACT  
DATE DEATH  
BENEFIT  
PAYABLE -

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----- On  
or Before  
Age 80  
Greater  
of: 1)  
Contract  
Value on  
the Death  
Report  
Date, or  
2) Total  
Purchase  
Payments  
less the  
total  
amount of  
any

partial  
surrenders  
(including  
associated  
charges,  
if any). -

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After Age  
80

Contract  
Value less  
any  
applicable  
premium  
tax. - ---

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OPTIONAL DEATH BENEFIT AND CREDIT

The Optional Death Benefit and Credit varies depending on the Annuitant's age on the Contract Date.

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ANNUITANT'S  
AGE ON THE  
CONTRACT  
DATE DEATH  
BENEFIT  
PAYABLE - --  
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Under Age 70  
Greater of:  
1) Contract  
Value on the  
Death Report  
Date, or 2)  
Total  
Purchase  
Payments  
less the  
total of any  
withdrawals  
(and related  
charges); or  
3) Maximum  
Step-Up  
death  
benefit  
value  
(described  
below) in  
effect on  
Death Report  
Date which  
are  
associated  
with  
Contract  
Date  
anniversaries  
beginning  
with the  
5th, and  
ending with  
the last  
before the  
Annuitant's  
76th  
birthday. -  
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- Age 70-75  
Greater of:  
1) Contract  
Value on  
Death Report



withdrawal of \$10,000, we would reduce the step-up value as follows:

$$50,000 \times (10,000/55,000) = 9,090$$

Your new step-up value would be 50,000-9,090, or \$40,910.

The following example shows what would happen in a declining market. Assume your current Contract Value is \$30,000. If your step-up value immediately prior to the withdrawal is \$50,000, and you decide to make a withdrawal of \$10,000, we would reduce the step-up value as follows:

$$50,000 \times (10,000/30,000) = 16,666$$

Your new step-up value would be 50,000-16,666, or \$33,334.

PAYMENT OF PROCEEDS

We describe the process of paying death benefit proceeds before the Maturity Date in the chart below. The chart does not encompass every situation and is merely intended as a general guide. More detailed information is provided in your Contract. Generally, the person(s) receiving the benefit may request that the proceeds be paid in a lump sum, or be applied to one of the settlement options available under the Contract.

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MANDATORY  
BEFORE THE  
MATURITY DATE,  
THE COMPANY  
WILL PAYOUT  
RULES UPON THE  
DEATH OF THE  
PAY THE  
PROCEEDS TO:  
APPLY\* - - - - -

- - - - -  
- - - - -  
- - - - -  
- - - - -  
- - - - -  
- - - - -

OWNER/ANNUITANT

The beneficiary  
(ies), or if  
none, Yes to  
the Contract  
Owner's estate.

BENEFICIARY No  
death proceeds  
are payable;  
N/A Contract  
continues.

CONTINGENT  
BENEFICIARY No  
death proceeds  
are payable;  
N/A Contract  
continues. - - -

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\* Certain payout rules of the Internal Revenue Code (IRC) are triggered upon the death of the Owner. Non-spousal beneficiaries (as well as spousal beneficiaries who choose not to assume the Contract) must begin taking distributions based on the beneficiary's life expectancy within one year of death or take a complete distribution of Contract proceeds within 5 years of death. If mandatory distributions have begun, the 5 year payout option is not available.

BENEFICIARY CONTRACT CONTINUANCE (NOT PERMITTED FOR NON-NATURAL BENEFICIARIES)

If you die before the Maturity Date, and if the value of any beneficiary's portion of the death benefit is between \$20,000 and \$1,000,000 as of the Death Report Date, (more than \$1,000,000 is subject to Home Office approval), your beneficiary(ies) may elect to continue his/her portion of the Contract subject to applicable Internal Revenue Code distribution requirements, rather than receive the deathbenefit in a lump sum. If the beneficiary chooses to continue

the Contract, the beneficiary can extend the payout phase of the Contract enabling the beneficiary to "stretch" the death benefit distributions out over his life expectancy as permitted by the Internal Revenue Code.

If your beneficiary elects to continue the Contract, the death benefit will be calculated as of the Death Report Date. The initial Contract Value of the continued Contract (the "adjusted Contract Value") will equal the greater of the Contract Value or the death benefit calculated on the Death Report Date and will be allocated to the funding options in the same proportion as prior to the Death Report Date. If the adjusted Contract Value is allocated to the Variable Funding Options, the beneficiary bears the investment risk.

The beneficiary who continues the Contract will be granted the same rights as the owner under the original Contract, except the beneficiary cannot:

- take a loan
- make additional Purchase Payments
- transfer ownership of the Contract

The beneficiary may also name his/her own beneficiary ("succeeding beneficiary") and has the right to take withdrawals at any time after the Death Report Date without a withdrawal charge. All other fees and charges applicable to the original Contract will also apply to the continued Contract. All benefits and features of the continued Contract will be based on the beneficiary's age on the Death Report Date as if the beneficiary had purchased the Contract with the adjusted Contract Value on the Death Report Date.

#### PLANNED DEATH BENEFIT (INDIVIDUAL CONTRACTS ONLY)

You may request that rather than receive a lump-sum death benefit, the beneficiary(ies) receive all or a portion of the death benefit proceeds either:

- through an annuity for life or a period that does not exceed the beneficiary's life expectancy or

- under the terms of the Beneficiary Continuance provision described above. If the Beneficiary Continuance provision is selected as a planned death benefit, no surrenders will be allowed other than payments meant to satisfy minimum distribution amounts or systematic withdrawal amounts, if greater.

You must make the planned death benefit request as well as any revocation of this request in writing. Upon your death, your beneficiary(s) cannot revoke or modify this request. If the death benefit at the time we receive Due Proof of Death is less than \$2,000, we will only pay a lump sum to the beneficiary. If periodic payments due under the planned death benefit election are less than \$100, we reserve the right to make Annuity Payments at less frequent intervals, resulting in a payment of at least \$100 per year. If no beneficiary is alive when death benefits become payable, we will pay the death benefit as provided in your Contract.

#### DEATH PROCEEDS AFTER THE MATURITY DATE

If any Contract Owner or the Annuitant dies on or after the Maturity Date, the Company will pay the beneficiary a death benefit consisting of any benefit remaining under the annuity option then in effect.

#### THE ANNUITY PERIOD

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MATURITY DATE

Under the Contract, you can receive regular payments ("Annuity Payments"). You can choose the month and the year in which those payments begin ("Maturity Date"). You can also choose among income payouts (annuity options) or elect a lump sum distribution. While the Annuitant is alive, you can change your selection any time up to the Maturity Date. Annuity Payments will begin on the Maturity Date stated in the Contract unless (1) you fully surrendered the Contract; (2) we paid the proceeds to the beneficiary before that date; or (3) you elected another date. Annuity Payments are a series of periodic payments (a) for life; (b) for life with either a minimum number of payments or a specific amount assured; or (c) for the joint lifetime of the Annuitant and another person, and thereafter during the lifetime of the survivor. We may require proof that the Annuitant is alive before we make Annuity Payments. Not all options may be available in all states.

You may choose to annuitize at any time after you purchase your Contract. Unless you elect otherwise, the Maturity Date will be the Annuitant's 90th birthday or ten years after the effective date of the Contract, if later.

This requirement may be changed by us.

At least 30 days before the original Maturity Date, you may elect to extend the Maturity Date to any time prior to the Annuitant's 90th birthday or to a later date with our consent. You may use certain annuity options taken at the Maturity Date to meet the minimum required distribution requirements of federal tax law, or you may use a program of withdrawals instead. These mandatory distribution requirements take effect generally upon the death of the Contract Owner, or with certain Qualified Contracts upon either the later of the Contract Owner's attainment of age 70 1/2 or year of retirement; or the death of the Contract Owner. You should seek independent tax advice regarding the election of minimum required distributions.

#### LIQUIDITY BENEFIT (BENEFIT NOT AVAILABLE UNDER 457 PLANS)

If you select any annuity option that guarantees you payments for a minimum period of time ("period certain"), you may take a lump sum payment (equal to a portion or all of the value of the remaining payments) any time after the first Contract Year. There is a charge of 5% of the amount withdrawn under this option.

For variable Annuity Payments, we use the Assumed Net Investment Factor, ("ANIF") as the interest rate to determine the lump sum amount. If you request only a percentage of the amount available, we will reduce the amount of each payment during the rest of the period certain by that percentage. After the period expires, your payments will increase to the level they would have been had no liquidation taken place.

For fixed Annuity Payments, we calculate the present value of the remaining period certain payments using a current interest rate. The current interest rate used depends on the amount of time left in the annuity option you elected. The current rate will be the same rate we would give someone electing an annuity

option for that same amount of time. If you request a percentage of the amount available during the period certain, we will reduce the amount of each

payment during the rest of the period certain by that percentage. After the period certain expires, your payments will increase to the level they would have been had no liquidation taken place.

The market value adjustment formula for calculating the present value described above for fixed Annuity Payments is as follows:

$$\text{Present Value} = \text{SIGMA}_{s=1}^n [\text{Payments} \times (1/1 + iC)^{(t/365)}]$$

Where

iC = the interest rate described above

n = the number of payments remaining in the Contract Owner's period certain at the time of request for this benefit

t = the number of days remaining until that payment is made, adjusting for leap years.

See Appendix D for examples of this market value adjustment.

#### ALLOCATION OF ANNUITY

You may elect to receive your Annuity Payments in the form of a variable annuity, a fixed annuity, or a combination of both. If, at the time Annuity Payments begin, you have not made an election, we will apply your Contract Value to provide an annuity funded by the same funding options as you have selected during the accumulation period. At least 30 days before the Maturity Date, you may transfer the Contract Value among the funding options in order to change the basis on which we will determine Annuity Payments. (See Transfers.)

**ANNUITIZATION CREDIT.** This credit is applied to the Contract Value used to purchase one of the annuity options described below. The credit equals 0.5% of your Contract Value if you annuitize during Contract Years 2-5, 1% during Contract Years 6-10, and 2% after Contract Year 10. There is no credit applied to Contracts held less than 1 year.

#### VARIABLE ANNUITY

You may choose an annuity payout that fluctuates depending on the investment experience of the Variable Funding Options. We determine the number of Annuity Units credited to the Contract by dividing the first monthly Annuity Payment attributable to each Variable Funding Option by the corresponding Accumulation Unit value as of 14 days before the date Annuity Payments begin. We use an Annuity Unit to measure the dollar value of an Annuity Payment. The number of Annuity Units (but not their value) remains fixed during the annuity period.

**DETERMINATION OF FIRST ANNUITY PAYMENT.** Your Contract contains the tables we use to determine your first monthly Annuity Payment. If you elect a variable annuity, the amount we apply to it will be the Contract Value as of 14 days before the date Annuity Payments begin, less any applicable premium taxes not previously deducted.

The amount of your first monthly payment depends on the annuity option you elected and the Annuitant's adjusted age. Your Contract contains the formula for determining the adjusted age. We determine the total first monthly Annuity Payment by multiplying the benefit per \$1,000 of value shown in the Contract tables by the number of thousands of dollars of Contract Value you apply to that annuity option. You may select an assumed daily net investment factor of either 3% or 5% upon each full or partial annuitization. The Contract tables factor in an assumed daily net investment factor of 3.0% or 5.0%. We call this your net investment rate. Your net investment rate of 3% or 5% corresponds to an annual interest rate of 3% or 5%. This means that if the annualized investment performance, after expenses, of your Variable Funding Options is less than 3%, or less than 5%, then the dollar amount of your variable Annuity Payments will decrease. However, if the annualized investment performance, after expenses, of your Variable Funding Options is greater than 3%, or greater than 5.0%, then the dollar amount of your variable Annuity Payments will increase.

**DETERMINATION OF SECOND AND SUBSEQUENT ANNUITY PAYMENTS.** The dollar amount of all subsequent Annuity Payments changes from month to month based on the investment experience, as described above, of the applicable funding options. The total amount of each Annuity Payment will equal the sum of the basic payments in each funding option.



We determine the actual amounts of these payments by multiplying the number of Annuity Units we credited to each funding option by the corresponding Annuity Unit value as of the date 14 days before the date the payment is due.

#### FIXED ANNUITY

You may choose a fixed annuity that provides payments that do not vary during the annuity period. We will calculate the dollar amount of the first fixed Annuity Payment as described under Variable Annuity, except that the amount we apply to begin the annuity will be your Contract Value as of the date Annuity Payments begin. Payout rates will not be lower than that shown in the Contract. If it would produce a larger payment, the first fixed Annuity Payment will be determined using the Life Annuity Tables in effect on the Maturity Date.

If you have elected the Increasing Benefit Option, the payments will be calculated as above. However, the initial payment will be less than that reflected in the table and the subsequent payments will be increased by the percentage you elected.

#### PAYMENT OPTIONS

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#### ELECTION OF OPTIONS

While the Annuitant is alive, you can change your annuity option selection any time up to the Maturity Date. Once Annuity Payments have begun, no further elections are allowed.

During the Annuitant's lifetime, if you do not elect otherwise before the Maturity Date, we will pay you (or another designated payee) the first of a series of monthly Annuity Payments based on the life of the Annuitant, in accordance with Annuity Option 2 (Life Annuity with 120 monthly payments assured). For certain Qualified Contracts, Annuity Option 4 (Joint and Last Survivor Life Annuity -- Annuity Reduced on Death of Primary Payee) will be the automatic option as described in the Contract.

The minimum amount that can be placed under an annuity option will be \$2,000 unless we agree to a lesser amount. If any monthly periodic payment due is less than \$100, the Company reserves the right to make payments at less frequent intervals, or to pay the Contract Value in a lump-sum.

On the Maturity Date, we will pay the amount due under the Contract in accordance with the Payment Option that you select. You may choose to receive a single lump-sum payment. You must elect an option in writing, in a form satisfactory to the Company. Any election made during the lifetime of the Annuitant must be made by the Contract Owner.

VARIABLE ANNUITIZATION FLOOR BENEFIT (BENEFIT NOT AVAILABLE UNDER 457 PLANS). This benefit may not be available, or may only be available under certain annuity options, if we determine market conditions so dictate. If available, we will guarantee that, regardless of the performance of the Variable Funding Options selected by you, your Annuity Payments will never be less than a certain percentage of your first Annuity Payment. This percentage will vary depending on market conditions, but will never be less than 50%. You may not elect this benefit if you are over age 80. Additionally, you must select from certain funds available under this guarantee. Currently, these funds are the FI Value Leaders Portfolio, BlackRock Bond Portfolio and the Western Asset Management U.S. Government Portfolio. We may, at our discretion, increase or decrease the number of funds available under this benefit. This benefit is not currently available under Annuity Option 5. The benefit is not available with the 5% ANIF under any Option. If you select this benefit, you may not elect to liquidate any portion of your Contract.

There is a charge for this guarantee, which will begin upon election of this benefit. This charge will vary based upon market conditions, and will be established at the time the benefit is elected. Once established, the charge will remain level throughout the remainder of the annuitization, and will never increase your annual Separate Account charge by more than 3% per year.

We reserve the right to restrict the amount of Contract Value to be annuitized under this benefit.

## ANNUITY OPTIONS

Subject to the conditions described in "Election of Options" above, we may pay all or any part of the Cash Surrender Value under one or more of the following annuity options. Payments under the annuity options are generally made on a monthly basis. We may offer additional options.

Option 1 -- Life Annuity -- No Refund. The Company will make Annuity Payments during the lifetime of the Annuitant ending with the last payment before death. This option offers the maximum periodic payment, since there is no assurance of a minimum number of payments or provision for a death benefit for beneficiaries.

Option 2 -- Life Annuity with 120, 180 or 240 Monthly Payments Assured. The Company will make monthly Annuity Payments during the lifetime of the Annuitant, with the agreement that if, at the death of that person, payments have been made for less than 120, 180 or 240 months, as elected, we will continue making payments to the beneficiary during the remainder of the period.

Option 3 -- Joint and Last Survivor Life Annuity -- No Refund. The Company will make regular Annuity Payments during the lifetime of the Annuitant and a second person. When either person dies, we will continue making payments to the survivor. No further payments will be made following the death of the survivor.

Option 4 -- Joint and Last Survivor Life Annuity -- Annuity Reduced on Death of Primary Payee. The Company will make Annuity Payments during the lifetimes of the Annuitant and a second person. You will designate one as primary payee, and the other will be designated as secondary payee. On the death of the secondary payee, the Company will continue to make monthly Annuity Payments to the primary payee in the same amount that would have been payable during the joint lifetime of the two persons. On the death of the primary payee, the Company will continue to make Annuity Payments to the secondary payee in an amount equal to 50% of the payments, which would have been made during the lifetime of the primary payee. No further payments will be made once both payees have died.

Option 5 -- Payments for a Fixed Period without Life Contingency. We will make periodic payments for the period selected. Please note that Option 5 may not satisfy the minimum required distribution rules for Qualified Contracts. Consult a tax advisor before electing this option.

Option 6 -- Other Annuity Options. We will make any other arrangements for Annuity Payments as may be mutually agreed upon.

## MISCELLANEOUS CONTRACT PROVISIONS

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### RIGHT TO RETURN

You may return the Contract for a full refund of the Contract Value plus any Contract charges and premium taxes you paid (but not any fees and charges the Underlying Fund assessed) within ten days after you receive it (the "right to return period"). The number of days for the right to return varies by state. Depending on state law, we may refund all of your purchase payments or your Contract Value. You bear the investment risk of investing in the Variable Funding Options during the right to return period; therefore, if your state only requires return of Contract Value, the Contract Value we return may be greater or less than your Purchase Payment.

If you purchase the Contract as an Individual Retirement Annuity, and return it within the first seven days after delivery, or longer if your state permits, we will refund your Purchase Payment in full; during the remainder of the right to return period, we will refund the Contract Value (including charges).

We will determine the Contract Value following the close of the business day on which we receive your Contract and a Written Request for a refund. Where state law requires a different period, or the return of Purchase Payments or other variations of this provision, we will comply. Refer to your Contract for any state-specific information.

### TERMINATION

We reserve the right to terminate the Contract on any business day if your Contract Value as of that date is less than \$2,000 and you have not made Purchase Payments for at least two years, unless otherwise specified by state law. Accordingly, no Contract will be terminated due solely to negative investment performance. Termination will not occur until 31 days after we have mailed notice of termination to your last known address and to any assignee of



record. If we terminate the Contract, we will pay you the Cash Surrender Value less any applicable taxes. In certain states, we may be required to pay you the Contract Value.

#### REQUIRED REPORTS

As often as required by law, but at least once in each Contract Year before the due date of the first Annuity Payment, we will furnish a report showing the number of Accumulation Units credited to the Contract and the corresponding Accumulation Unit value(s) as of the report date for each funding option to which the Contract Owner has allocated amounts during the applicable period. The Company will keep all records required under federal and state laws.

#### SUSPENSION OF PAYMENTS

The Company reserves the right to suspend or postpone the date of any payment or determination of values on any business day (1) when the New York Stock Exchange ("the Exchange") is closed; (2) when trading on the Exchange is restricted; (3) when an emergency exists, as determined by the SEC, so that the sale of securities held in the Separate Account may not reasonably occur, or so that the Company may not reasonably determine the value the Separate Account's net assets; or (4) during any other period when the SEC, by order, so permits for the protection of security holders. Payments from the Fixed Account may be delayed up to 6 months.

#### MISSTATEMENT

We may require proof of age of the Owner, beneficiary or Annuitant before making any payments under this Contract that are measured by the Owner's, beneficiary's or Annuitant's life. If the age of the measuring life has been misstated, the amount payable will be the amount that would have been provided at the correct age.

Once Annuity Payments have begun, any underpayments will be deducted from or added to the payment or payments made after the adjustment. In certain states, we are required to pay interest on any underpayments.

#### THE SEPARATE ACCOUNTS

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MetLife Insurance Company of Connecticut and MetLife Life and Annuity Company of Connecticut each sponsor Separate Accounts: Separate Account Five and Separate Account Six, respectively. Both Separate Account Five and Separate Account Six were established on March 27, 1997 and are registered with the SEC as unit investment trusts ("Separate Account") under the Investment Company Act of 1940, as amended. We will invest Separate Account assets attributable to the Contracts exclusively in the shares of the Variable Funding Options.

We hold the assets of Separate Account Five and Separate Account Six for the exclusive and separate benefit of the owners of each Separate Account, according to the laws of Connecticut. Income, gains and losses, whether or not realized, from assets allocated to the Separate Account are, in accordance with the Contracts, credited to or charged against the Separate Account without regard to other income, gains and losses of the Company. The assets held by the Separate Account are not chargeable with liabilities arising out of any other business that we may conduct. Obligations under the Contract are obligations of the Company. Any obligations that exceed the assets in the Separate Account are payable by the Company's general account. The amount of the guaranteed death benefit that exceeds the Contract Value is paid from the Company's general account. Benefit amounts paid from the general account are subject to the financial strength and claims paying ability of the Company.

All investment income and other distributions of the funding options are payable to the Separate Account. We reinvest all such income and/or distributions in shares of the respective funding option at net asset value. Shares of the funding options are currently sold only to life insurance company separate accounts to fund variable annuity and variable life insurance contracts or to qualified pension or retirement plans as permitted under the Internal Revenue Code of 1986, as amended, and the regulations thereunder.

Certain variable annuity separate accounts and variable life insurance separate accounts may invest in the funding options simultaneously (called "mixed" and "shared" funding). It is conceivable that in the future it may be disadvantageous to do so. Although the Company and the Variable Funding Options do not currently foresee any such disadvantages either to variable annuity Contract Owners or variable life policy owners, each Variable Funding Option's Board of Directors intends to monitor events in order to identify any material



determine what action, if any, should be taken. If a Board of Directors was to conclude that separate funds should be established for variable life and variable annuity separate accounts, the variable annuity Contract Owners would not bear any of the related expenses, but variable annuity Contract Owners and variable life insurance policy owners would no longer have the economies of scale resulting from a larger combined fund.

We reserve the right to transfer assets of the Separate Account to another separate account, and to modify the structure or operation of the Separate Account, subject to the necessary regulatory approvals. If we do so, we guarantee that the modification will not affect your Contract Value.

#### PERFORMANCE INFORMATION

In advertisements for the Contract, we may include performance figures to show you how a Variable Funding Option has performed in the past. These figures are rates of return or yield quotations shown as a percent. These figures show past performance of a Variable Funding Option and are not an indication of how a Variable Funding Option will perform in the future.

Our advertisements may show performance figures assuming that you do not elect any optional features such as the Optional Death Benefit. However, if you elect optional features, they involve additional charges that will serve to decrease the performance of your Variable Funding Options. You may wish to speak with your registered representative to obtain performance information specific to the optional features you may wish to select.

Performance figures for each Variable Funding Option are based in part on the performance of a corresponding Underlying Fund. In some cases, the Underlying Fund may have existed before the technical inception of the corresponding Variable Fund Option. In those cases, we can create "hypothetical historical performance" of a Variable Fund Option. These figures show the performance that the Variable Fund Option would have achieved had it been available during the entire history of the Underlying Fund.

In a low interest rate environment, yields for money market Subaccounts, after deduction of the Mortality and Expense Risk Charge, Administrative Expense Charge and the charge for any optional benefit riders (if applicable), may be negative even though the Underlying Fund's yield, before deducting for such charges, is positive. If you allocate a portion of your Contract Value to a money market Subaccount or participate in an asset allocation program where Contract Value is allocated to a money market Subaccount under the applicable asset allocation model, that portion of your Contract Value may decrease in value.

#### FEDERAL TAX CONSIDERATIONS

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The following general discussion of the federal income tax consequences related to the Participant's (for purposes of this section, referred to as "You") investment in this Contract is not intended to cover all situations, and is not meant to provide tax or legal advice. Because of the complexity of the law and the fact that the tax results will vary depending on many factors, you should consult your tax and/or legal adviser regarding the tax implications of purchasing this Contract based upon your individual situation. For further tax information, an additional discussion of certain tax matters may be contained in the SAI. You are responsible for determining whether your purchase of a Contract, withdrawals, Annuity Payments and any other transactions under your Contract satisfy applicable tax law. We are not responsible for determining if your employer's plan or arrangement satisfies the requirements of the Code and/or the Employee Retirement Income Security Act of 1974 (ERISA).

#### GENERAL TAXATION OF ANNUITIES

Congress has recognized the value of saving for retirement by providing certain tax benefits, in the form of tax deferral, for premiums paid under an annuity and permitting tax-free transfers between the various investment options offered under the Contract. The Internal Revenue Code ("Code") governs how earnings on your investment in the Contract are ultimately taxed, depending upon the type of contract, qualified or non-qualified, and the manner in which the money is distributed, as briefly described below. In analyzing the benefits of tax deferral it is important to note that the Jobs and Growth Tax Relief Reconciliation Act of 2003 amended Code Section 1 to reduce the marginal tax rates on long-term capital gains and dividends to 5% and 15%. The reduced rates apply during 2003 through 2008, and thereafter will increase to prior levels. Earnings under annuity contracts, like interest payable on fixed investments (notes, bonds, etc.) continue to be taxed as ordinary income (top rate of 35%).



Federal Estate Taxes. While no attempt is being made to discuss the Federal estate tax implications of the Contract, you should keep in mind that the value of an annuity contract owned by a decedent and payable to a beneficiary by virtue of surviving the decedent is included in the decedent's gross estate. Depending on the terms of the annuity contract, the value of the annuity included in the gross estate may be the value of the lump sum payment payable to the designated beneficiary or the actuarial value of the payments to be received by the beneficiary. Consult an estate planning advisor for more information.

Generation-Skipping transfer tax. Under certain circumstances, the Code may impose a "generation skipping transfer tax" when all or part of an annuity contract is transferred to, or a death benefit is paid to, an individual two or more generations younger than the Contract Owner. Regulations issued under the Code may require us to deduct the tax from your Contract, or from any applicable payment, and pay it directly to the IRS.

To the extent permitted under Federal income tax law, the Separate Account may claim the benefit of certain tax credits attributable to taxes paid by certain of the Portfolios to foreign jurisdictions.

The rules for state and local income taxes may differ from the Federal income tax rules. Contract Owners and prospective contract owners of the Contract should consult their own tax advisors and the law of the applicable taxing jurisdiction to determine what rules and tax benefits apply to the contract.

#### QUALIFIED ANNUITY CONTRACTS

If you purchase your Contract with proceeds of an eligible rollover distribution from any qualified employee pension plan or individual retirement annuity (IRA), your Contract is referred to as a Qualified Contract. Some examples of Qualified Contracts are: IRAs, tax-sheltered annuities established by public school systems or certain tax-exempt organizations under Code Section 403(b), corporate sponsored pension and profit-sharing plans (including 401(k) plans), Keogh Plans (for self-employed individuals), and certain other qualified deferred compensation plans. Another type of Qualified Contract is a Roth IRA, under which after-tax contributions accumulate until maturity, when amounts (including earnings) may be withdrawn tax-free. The rights and benefits under a Qualified Contract may be limited by the terms of the retirement plan, regardless of the terms and conditions of the Contract. Plan participants making contributions to Qualified Contracts will be subject to the required minimum distribution rules as provided by the Code and described below.

All IRAs, Roth IRAs, TSAs (ERISA and non-ERISA), sec.457(b), sec.403(a), SEP and SIMPLE plans and 401(a) and 401(k) plans (hereinafter "Qualified Plans" unless otherwise specified) receive tax-deferral under the Code. Although there are no additional tax benefits by funding your Qualified Plan with an annuity, doing so does offer you additional insurance benefits, such as the availability of a guaranteed income for life.

KEOGH A Keogh plan is generally a qualified retirement plan (defined contribution or defined benefit) that covers a self-employed person. Other employees may also be covered. Special rules apply to contribution limits in the case of a self-employed person. The tax rules work similarly to the withdrawal, distribution and eligible distribution rules as under IRAs. However, there may be some differences: consult your tax advisor.

#### TAXATION OF QUALIFIED ANNUITY CONTRACTS

Under a qualified annuity, since amounts paid into the Contract have generally not yet been taxed, the full amount of such distributions, including the amount attributable to Purchase Payments, whether paid in the form of lump-sum withdrawals or Annuity Payments, are generally taxed at ordinary income tax rates unless the distribution is transferred to an eligible rollover account or contract. The Contract is available as a vehicle for IRA rollovers and for other Qualified Contracts. There are special rules which govern the taxation of Qualified Contracts, including withdrawal restrictions, requirements for mandatory distributions, and contribution limits. Amounts rolled over to the Contract from other qualified plan funding vehicles are generally not subject to current taxation.

#### MANDATORY DISTRIBUTIONS FOR QUALIFIED PLANS

Federal tax law requires that minimum annual distributions begin by April 1st of the calendar year following the calendar year in which an IRA owner attains age 70 1/2. Participants in qualified plans, 457(b) plans and 403(b) annuities may defer minimum distributions until the later of April 1st of the calendar year following the calendar year in which they attain age 70 1/2 or the year of retirement (except for 5% or more owners) . If you own more than one individual

retirement annuity and/or account, you may satisfy the minimum distribution rules on an aggregate

basis (i.e. determine the total amount of required distributions from all IRAs and take the required amount from any one or more IRAs). A similar aggregate approach is available to meet your 403(b) minimum distribution requirements if you have multiple 403(b) annuities. Recently promulgated Treasury regulations changed the distribution requirements; therefore, it is important that you consult your tax adviser as to the impact of these regulations on your personal situation.

Final income tax regulations regarding minimum distribution requirements were released in June 2004. These regulations affect both deferred and income annuities. Under these new rules, effective with respect to minimum distributions required for the 2006 distribution year, in general, the value of all benefits under a deferred annuity (including death benefits in excess of cash value) must be added to the Contract Value in computing the amount required to be distributed over the applicable period. We will provide You with additional information as to the amount of your interest in the Contract that is subject to required minimum distributions under this new rule and either compute the required amount for You or offer to do so at Your request. The new rules are not entirely clear and you should consult your own tax advisors as to how these rules affect your own Contract.

**MINIMUM DISTRIBUTIONS FOR BENEFICIARIES UPON THE ANNUITANT'S DEATH:** Upon the death of the Annuitant (a plan participant) of a Qualified Contract, the participant's remaining interest in the Contract must be completely withdrawn within 5 years from the date of death (including in a single lump sum) or minimum distributions may be taken over the life expectancy of the individual beneficiaries (and in certain situations, trusts for individuals), provided such distributions are payable at least annually and begin within one year from the date of death. Alternative rules permit a spousal beneficiary under a qualified contract to defer the minimum distribution requirements until the end of the year in which the deceased spouse would have attained age 70 1/2 or to rollover the death proceeds to his or her own IRA or to another eligible retirement plan in which he or she participates.

#### INDIVIDUAL RETIREMENT ANNUITIES

The Contract has not been submitted to the IRS for approval as to form as a valid IRA. Such approval would not constitute an IRS approval or endorsement of any funding options under the Contract. IRS approval as to form is not required to constitute a valid IRA. Disqualification of the Contract as an IRA could result in the immediate taxation of amounts held in the Contract and other adverse tax consequences.

To the extent of earned income for the year and not exceeding the applicable limit for the taxable year, an individual may make contributions, which may be deductible, to an individual retirement annuity (IRA). The applicable limit is \$4,000 in 2007 and may be indexed for inflation in future years. Additional "catch-up contributions" may be made to an IRA by individuals age 50 or over. There are certain limits on the deductible amount based on the adjusted gross income of the individual and spouse and on their participation in a retirement plan. If an individual is married and the spouse is not employed, the individual may establish IRAs for the individual and spouse. Purchase Payments may then be made annually into IRAs for both spouses in the maximum amount of 100% of earned income up to a combined limit based on the individual limits outlined above.

Deductible contributions to an IRA and Roth IRA for the year must be aggregated for purposes of the individual Code Section 408A limits and the Code Section 219 limits (age 50+catch-up).

Partial or full distributions are treated as ordinary income, except that amounts contributed after 1986 on a non-deductible basis are not includable in income when distributed. An additional tax of 10% will apply to any taxable distribution from the IRA that is received by the participant before the age of 59 1/2 except by reason of death, disability or as part of a series of payments for life or life expectancy. Distributions must commence by April 1st of the calendar year after the close of the calendar year in which the individual attains the age of 70 1/2. Certain other mandatory distribution rules apply on the death of the individual. The individual must maintain personal and tax return records of any non-deductible contributions and distributions.

Section 408 (k) of the Code provides for the purchase of a Simplified Employee Pension (SEP) plan. A SEP is funded through an IRA and can accept an annual employer contribution limited to the lesser of \$45,000 or 100% of pay for each participant in 2007.

#### ROTH IRAS

Section 408A of the Code permits certain individuals to contribute to a Roth

IRA. Eligibility to make contributions is based upon income, and the applicable limits vary based on marital status and/or whether the contribution is a

rollover contribution from another IRA or an annual contribution. Contributions to a Roth IRA, which are subject to certain limitations, (similar to the annual limits for traditional IRAs), are not deductible and must be made in cash or as a rollover or transfer from another Roth IRA or other IRA. A conversion of "traditional" IRA to a Roth IRA may be subject to tax and other special rules apply. You should consult a tax adviser before combining any converted amounts with other Roth IRA contributions, including any other conversion amounts from other tax years.

Qualified distributions from a Roth IRA are tax-free. A qualified distribution requires that the Roth IRA has been held for at least 5 years, and the distribution is made after age 59 1/2, on death or disability of the owner, or for a limited amount (\$10,000) for a qualified first time home purchase for the owner or certain relatives. Income tax and a 10% penalty tax may apply to distributions made (1) before age 59 1/2 (subject to certain exceptions) or (2) during five taxable years starting with the year in which the first contribution is made to the Roth IRA.

NOTE TO PARTICIPANTS IN QUALIFIED PLANS INCLUDING 401, 403(b), 457 AS WELL AS IRA OWNERS: While annual plan contribution limits may be increased from time to time by Congress and the IRS for federal income tax purposes, these limits must be adopted by each state for the higher limits to be effective at a state income tax level. In other words, the permissible contribution limit for income tax purposes may be different at the federal level from your state's income tax laws. Therefore, in certain states, a portion of the contributions may not be excludible or deductible from state income taxes. Please consult your employer or tax adviser regarding this issue.

#### PENALTY TAX FOR PREMATURE DISTRIBUTIONS

For Qualified Contracts, taxable distributions taken before the Contract Owner has reached the age of 59 1/2 will be subject to a 10% additional tax penalty unless the distribution is taken in a series of periodic distributions, for life or life expectancy, or unless the distribution follows the death or disability of the Contract Owner. Other exceptions may be available in certain qualified plans. The 10% additional tax is in addition to any penalties that may apply under your Contract and the normal income taxes due on the distribution.

#### TAXATION OF DEATH BENEFIT PROCEEDS

Amounts may be distributed from a Contract because of the death of an owner or Annuitant. Generally, such amounts are includable in the income of the recipient as follows: (i) if distributed in a lump sum, they are taxed in the same manner as a full surrender of the Contract; or (ii) if distributed under a payment option, they are taxed in the same way as Annuity Payments.

Under the Code, withdrawals need not be made by a particular age. However, it is possible that the Internal Revenue Service may determine that the Contract must be surrendered or annuity payments must commence by a certain age (e.g., 85 or older) or your Contract may require that you commence payments by a certain age.

#### TREATMENT OF CHARGES FOR CERTAIN ASSET ALLOCATION PROGRAMS

Under various asset allocation programs that may be made available to participants in qualified employer retirement plans, note that based on our understanding of the tax law, including various IRS rulings, we do not treat charges for such programs that are paid from the Contract as taxable distributions. Consult your own tax advisor.

#### TREATMENT OF CHARGES FOR OPTIONAL BENEFITS

The Contract may provide one or more optional enhanced death benefits or other minimum guaranteed benefit that in some cases may exceed the greater of purchase price or the Contract Value. It is possible that the Internal Revenue Service may take the position that the charges for the optional enhanced benefit(s) are deemed to be taxable distributions to you. Although we do not believe that a charge under such optional enhanced benefit should be treated as a taxable withdrawal, you should consult with your tax adviser before selecting any rider or endorsement to the Contract.

## OTHER TAX CONSIDERATIONS

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### PUERTO RICO TAX CONSIDERATIONS

The Puerto Rico Internal Revenue Code of 1994 (the "1994 Code") taxes distributions from non-qualified annuity contracts differently than in the U.S. Distributions that are not in the form of an annuity (including partial surrenders and period certain payments) are treated under the 1994 Code first as a return of investment. Therefore, a substantial portion of the amounts distributed will generally be excluded from gross income for Puerto Rico tax purposes until the cumulative amount paid exceeds your tax basis. The amount of income on annuity distributions (payable over your lifetime) is also calculated differently under the 1994 Code. Since Puerto Rico residents are also subject to U.S. income tax on all income other than income sourced to Puerto Rico and the Internal Revenue Service issued guidance in 2004 which indicated that the income from an annuity contract issued by a U.S. life insurer would be considered U.S. source income, the timing of recognition of income from an annuity contract could vary between the two jurisdictions. Although the 1994 Code provides a credit against the Puerto Rico income tax for U.S. income taxes paid, an individual may not get full credit because of the timing differences. You should consult with a personal tax adviser regarding the tax consequences of purchasing an annuity contract and/or any proposed distribution, particularly a partial distribution or election to annuitize.

### NON-RESIDENT ALIENS

Distributions to non-resident aliens ("NRAs") are subject to special and complex tax and withholding rules under the Code with respect to U.S. source income, some of which are based upon the particular facts and circumstances of the Contract Owner, the beneficiary and the transaction itself. As stated above, the IRS has taken the position that income from the Contract received by NRAs is considered U.S. source income. In addition, Annuity Payments to NRAs in many countries are exempt from U.S. tax (or subject to lower rates) based upon a tax treaty, provided that the Contract Owner complies with the applicable requirements. NRAs should seek guidance from a tax adviser regarding their personal situation.

### CHANGES TO TAX RULES AND INTERPRETATIONS

Changes in applicable tax rules and interpretations can adversely affect the tax treatment of your Contract. These changes may take effect retroactively. Examples of changes that could create adverse tax consequences include:

- Possible taxation of transfers between investment divisions or transfers from a subaccount to the Fixed Account.
- Possible taxation as if you were the contract owner of your portion of the Separate Account's assets.
- Possible limits on the number of funding options available or the frequency of transfers among them.

We reserve the right to amend your Contract where necessary to maintain its status as a variable annuity contract under Federal tax law and to protect you and other Contract Owners in the subaccounts from adverse tax consequences.

Tax Credits and Deductions. The Company may be entitled to certain tax benefits related to the assets of the Separate Account. These tax benefits, which may include foreign tax credits and corporate dividend received deductions, are not passed back to the Separate Account or to contract owners since the Company is the owner of the assets from which the tax benefits are derived.

### HURRICANE RELIEF

#### DISTRIBUTIONS

Your plan may provide for "qualified hurricane distributions" pursuant to the Katrina Emergency Tax Relief Act of 2005 and the Gulf Opportunity Zone Act of 2005. Subject to an aggregate limit of \$100,000 among all eligible retirement plans, a participant's qualified hurricane distributions are not subject to the 10% early withdrawal penalty that might otherwise apply to a qualified annuity under section 72(t).

To the extent a participant "repays" a qualified hurricane distribution by contributing within three years of the distribution date to an eligible retirement plan that accepts rollover contributions, it will generally be



timely direct trustee-to-trustee transfer and will not be subject to income tax. To the extent a participant does not repay a qualified hurricane distribution within three years, he or she will include the distribution in gross income ratably over the three-tax year period, beginning with the tax year in which the distribution is received, unless the participant elects to opt out of three-year averaging by including the qualified hurricane distribution in gross income for the year it is received. Consult your independent tax advisor to determine if hurricane relief is available to Your particular situation.

#### LOANS

Your plan may provide for increased limits and delayed repayment of participant loans, where otherwise permitted by your plan, pursuant to the Katrina Emergency Tax Relief Act of 2005 and the Gulf Opportunity Zone Act of 2005. An eligible retirement plan other than an IRA may allow a plan loan to delay loan repayment by certain individuals impacted by Hurricanes Katrina, Rita and Wilma, whose principal places of abode on certain dates were located in statutorily defined disaster areas and who sustained an economic loss due to the hurricane. Generally, if the due date for any repayment with respect to such loan occurs during a period beginning on September 23, 2005 (for purposes of Hurricane Katrina) or October 23, 2005 (for purposes of Hurricanes Rita and Wilma) and ending on December 31, 2006, then such due date may be delayed for one year. Note: For purposes of these loan rules, an individual cannot be a qualified individual with respect to more than one hurricane. Consult your independent tax advisor to determine if hurricane relief is available to Your particular situation.

#### INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

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Under the Securities Act of 1933, the Company has filed with the Commission a registration statement (the "Registration Statement") relating to the Contracts offered by this prospectus. This prospectus has been filed as a part of the Registration Statement and does not contain all of the information set forth in the Registration Statement and the exhibits, and reference is hereby made to such Registration Statement and exhibits for further information relating to the Company and the Contracts.

The Company's latest annual report on Form 10-K for both MetLife Insurance Company of Connecticut and MetLife Life and Annuity Company of Connecticut have been filed with the Commission. It is incorporated by reference into this prospectus. The Form 10-K for the period ended December 31, 2006 contains additional information about the Company, including audited financial statements for the Company's latest fiscal year. MetLife Insurance Company of Connecticut filed its Form 10-K on April 2, 2007, via Edgar File No. 033-03094. MetLife Life and Annuity Company of Connecticut filed its Form 10-K on March 7, 2007 via EDGAR File No. 033-58677. All other reports filed by the Company pursuant to Section 13(a) or 15(d) of the Exchange Act (such as quarterly and periodic reports) or proxy or information statements filed pursuant to Section 14 of the Exchange Act since the end of the fiscal year ending December 31, 2006 are also incorporated by reference into this Prospectus.

There have been no material changes in the Company's affairs which have occurred since the end of the latest fiscal year for which audited financial statements were included in the latest Form 10-K or which have not been described in a Form 10-Q or Form 8-K filed by the Company under the Exchange Act.

If requested, the Company will furnish, without charge, a copy of any and all of the reports or documents that have been incorporated by reference into this prospectus. You may direct your requests to the Company at 185 Asylum Street, Hartford, CT 06199-0009, Attention: Annuity Operations and Services. The telephone number is (800) 842-9406. You may also access the incorporated reports and other documents at [www.metlife.com](http://www.metlife.com).

You may also read and copy any materials that the Company files with the SEC at the SEC's Public Reference Room at 100 F Street, N.E., Washington, DC 20549. The public may obtain information on the operation of the Public Reference Room by calling the SEC at 1-202-551-8090. The SEC maintains an Internet site that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC at (<http://www.sec.gov>).

## OTHER INFORMATION

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### THE INSURANCE COMPANIES

Please refer to your Contract to determine which Company issued your Contract.

METLIFE INSURANCE COMPANY OF CONNECTICUT is a stock insurance company chartered in 1863 in Connecticut and continuously engaged in the insurance business since that time. It is licensed to conduct life insurance business in all states of the United States, the District of Columbia, Puerto Rico, Guam, the U.S. and British Virgin Islands and the Bahamas. The Company is a wholly-owned subsidiary of MetLife, Inc., a publicly traded company. MetLife, Inc., through its subsidiaries and affiliates, is a leading provider of insurance and other financial services to individual and institutional customers. The Company's Home Office is located at One Cityplace, Hartford, Connecticut 06103-3415.

METLIFE LIFE AND ANNUITY COMPANY OF CONNECTICUT is a stock insurance company chartered in 1973 in Connecticut and continuously engaged in the insurance business since that time. It is licensed to conduct life insurance business in all states of the United States (except New York), the District of Columbia and Puerto Rico. The Company is an indirect wholly-owned subsidiary of MetLife, Inc., a publicly traded company. The Company's Home Office is located at One Cityplace, Hartford, Connecticut 06103-3415.

### FINANCIAL STATEMENTS

The financial statements for the Company are located in the Statement of Additional Information.

### DISTRIBUTION OF THE CONTRACTS

DISTRIBUTION AND PRINCIPAL UNDERWRITING AGREEMENT. MetLife Insurance Company of Connecticut and MetLife Life and Annuity Company of Connecticut (together the "Company") have appointed MetLife Investors Distribution Company ("MLIDC") to serve as the principal underwriter and distributor of the securities offered through this prospectus, pursuant to the terms of a Distribution and Principal Underwriting Agreement. Prior to October 20, 2006, the principal underwriter and distributor was MLI Distribution LLC, which merged with and into MLIDC on that date. MLIDC, which is an affiliate of the Company, also acts as the principal underwriter and distributor of other variable annuity contracts and variable life insurance policies issued by the Company and its affiliated companies. The Company reimburses MLIDC for expenses MLIDC incurs in distributing the Contracts (e.g. commissions payable to retail broker-dealers who sell the Contracts). MLIDC does not retain any fees under the Contracts; however, MLIDC may receive 12b-1 fees from the Underlying Funds.

MLIDC's principal executive offices are located at 5 Park Plaza, Suite 1900, Irvine, CA 92614. MLIDC is registered as a broker-dealer with the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, as well as the securities commissions in the states in which it operates, and is a member of the National Association of Securities Dealers, Inc. ("NASD").

MLIDC and the Company enter into selling agreements with affiliated and unaffiliated broker-dealers who are registered with the SEC and are members of the NASD, and with entities that may offer the Contracts but are exempt from registration. Applications for the Contract are solicited by registered representatives who are associated persons of such affiliated or unaffiliated broker-dealer firms. Such representatives act as appointed agents of the Company under applicable state insurance law and must be licensed to sell variable insurance products. The Company intends to offer the Contract in all jurisdictions where it is licensed to do business and where the Contract is approved. The Company no longer offers the Contracts to new purchasers, but it continues to accept purchase payments from existing Contract Owners.

COMPENSATION. Broker-dealers who have selling agreements with MLIDC and the Company are paid compensation for the promotion and sale of the Contracts. Registered representatives who solicit sales of the Contract typically receive a portion of the compensation payable to the broker-dealer firm. The amount the registered representative receives depends on the agreement between the firm and the registered representative. This agreement may also provide for the payment of other types of cash and non-cash compensation and other benefits. A broker-dealer firm or registered representative of a firm may receive different compensation for selling one product over another and/or may be inclined to favor one product provider over another product provider due to differing compensation rates.



We generally pay compensation as a percentage of purchase payments invested in the Contract. Alternatively, we may pay lower compensation on purchase payments but pay periodic asset-based compensation based on all or a portion of the Contract Value. The amount and timing of compensation may vary depending on the selling agreement but is not expected to exceed 7.50% of Purchase Payments (if up-front compensation is paid to registered representatives) and up to 1.50% annually of average Contract Value (if asset-based compensation is paid to registered representatives).

The Company and MLIDC have also entered into preferred distribution arrangements with certain broker-dealer firms. These arrangements are sometimes called "shelf space" arrangements. Under these arrangements, the Company and MLIDC pay separate, additional compensation to the broker-dealer firm for services the broker-dealer provides in connection with the distribution of the Company's products. These services may include providing the Company with access to the distribution network of the broker-dealer, the hiring and training of the broker-dealer's sales personnel, the sponsoring of conferences and seminars by the broker-dealer, or general marketing services performed by the broker-dealer. The broker-dealer may also provide other services or incur other costs in connection with distributing the Company's products.

These preferred distribution arrangements will not be offered to all broker-dealer firms and the terms of such arrangements may differ between broker-dealer firms. Compensation payable under such arrangements may be based on aggregate, net or anticipated sales of the Contracts, total assets attributable to sales of the Contract by registered representatives of the broker-dealer firm or based on the length of time that a Contract Owner has owned the Contract. Any such compensation payable to a broker-dealer firm will be made by MLIDC or the Company out of their own assets and will not result in any additional direct charge to you. Such compensation may cause the broker-dealer firm and its registered representatives to favor the Company's products. The Company and MLIDC have entered into preferred distribution arrangements with their affiliate Tower Square Securities, Inc. and with the unaffiliated broker-dealer firms identified in the Statement of Additional Information. The Company and MLIDC may enter into similar arrangements with their other affiliates Metropolitan Life Insurance Company, MetLife Securities, Inc., Walnut Street Securities, Inc. and New England Securities Corporation. See the Statement of Additional Information--"DISTRIBUTION AND PRINCIPAL UNDERWRITING AGREEMENT" for a list of the broker-dealer firms that received additional compensation during 2006, as well as the range of additional compensation paid.

The Company and MLIDC have entered into selling agreements with certain broker-dealer firms that have an affiliate that acts as investment adviser or sub-adviser to one or more Underlying Funds which may be offered in the Contracts. These investment advisory firms include Fidelity Management & Research Company, Morgan Stanley Investment Advisers Inc., Merrill Lynch Investment Managers, L.P., MetLife Investment Funds Management LLC, MetLife Advisers, LLC and Met Investors Advisory LLC. MetLife Investment Funds Management LLC, MetLife Advisers, LLC and Met Investors Advisory LLC are affiliates of the Company. Registered representatives of broker-dealer firms with an affiliated company acting as an adviser or a subadviser may favor these Funds when offering the Contracts.

**SALES OF THE CONTRACTS BY AFFILIATES OF THE COMPANY.** The Company and MLIDC may offer the Contracts through retail broker-dealer firms that are affiliates of the Company, including Tower Square Securities, Inc., Metropolitan Life Insurance Company, MetLife Securities, Inc., Walnut Street Securities, Inc. and New England Securities Corporation. The compensation paid to affiliated broker-dealer firms for sales of the Contracts is generally not expected to exceed, on a present value basis, the percentages described above. These broker-dealer firms pay their registered representatives all or a portion of the commissions received for their sales of Contracts; some firms may retain a portion of commissions. The amount the broker dealer firms pass on to their registered representatives is determined in accordance with their internal compensation programs. These programs may also include other types of cash compensation, such as bonuses, equity awards (such as stock options), training allowances, supplementary salary, financing arrangements, marketing support, medical and other insurance benefits, retirement benefits, non-qualified deferred compensation plans and other benefits. For registered representatives of certain affiliates, the amount of this additional cash compensation is based primarily on the amount of proprietary products sold and serviced by the representative. Proprietary products are those issued by the Company or its affiliates. The managers who supervise these registered representatives may also be entitled to additional cash compensation based on the sale of proprietary products by their representatives. Because the additional cash compensation paid to these registered representatives and their managers is primarily based on sales of proprietary products, these registered representatives and their managers have an incentive to favor the sale of proprietary products over other products

issued by non-affiliates.

MetLife registered representatives receive cash payments for the products they sell and service based upon a "gross dealer concession" model. The cash payment is equal to a percentage of the gross dealer concession. For MetLife registered representatives other than those in our MetLife Resources (MLR) Division, the percentage is determined by a formula that takes into consideration the amount of premiums and purchase payments applied to proprietary products that the registered representative sells and services. The percentage could be as high as 100%. (MLR registered representatives receive compensation based upon premiums and purchase payments applied to all products sold and serviced by the representative.) In addition, all MetLife registered representative are entitled to the additional compensation described above based on sales of proprietary products. Because sales of proprietary products are a factor determining the percentage of gross dealer concession and/or the amount of additional compensation to which MetLife registered representatives are entitled, they have an incentive to favor the sale of proprietary products. In addition, because their sales managers' compensation is based on the sales made by the representatives they supervise, these sales managers also have an incentive to favor the sale of proprietary products.

The Company's affiliates also offer their registered representatives and their managers non-cash compensation incentives, such as conferences, trips, prizes and awards. Other non-cash compensation payments may be made for other services that are not directly related to the sale of products. These payments may include support services in the form of recruitment and training of personnel, production of promotional materials and similar services.

We pay American Funds Distributors, Inc., principal underwriter for the American Funds Insurance Series, a percentage of all Purchase Payments allocated to the American Funds Global Growth Fund, the American Funds Growth Fund, and the American Funds Growth-Income Fund for services it provides in marketing the Underlying Fund's shares in connection with the Contract.

From time to time, MetLife Associates LLC or Metropolitan Life Insurance Company pays organizations, associations and nonprofit organizations compensation to endorse or sponsor the Company's variable annuity contracts or for access to the organization's members. This compensation may include: the payment of fees, funding their programs, scholarships, events or awards, such as a principal of the year award; leasing their office space or paying fees for display space at their events; purchasing advertisements in their publications; or reimbursing or defraying their expenses. We also retain finders and consultants to introduce MetLife Associates LLC or Metropolitan Life Insurance Company to potential clients and for establishing and maintaining relationships between MetLife Associates LLC or Metropolitan Life Insurance Company and various organizations. We or our affiliates may pay duly licensed individuals associated with these organizations cash compensation for the sales of the Contracts.

#### CONFORMITY WITH STATE AND FEDERAL LAWS

The laws of the state in which the Contract is issued govern that Contract. Where a state has not approved a Contract feature or funding option, it will not be available in that state. Any paid-up annuity, Cash Surrender Value or death benefits that are available under the Contract are not less than the minimum benefits required by the statutes of the state in which we delivered the Contract. We reserve the right to make any changes, including retroactive changes, in the Contract to the extent that the change is required to meet the requirements of any law or regulation issued by any governmental agency to which the Company, the Contract or the Contract Owner is subject.

#### VOTING RIGHTS

The Company is the legal owner of the shares of the Underlying Funds. However, we believe that when an Underlying Fund solicits proxies in conjunction with a vote of shareholders we are required to obtain from you and from other owners instructions on how to vote those shares. We will vote all shares, including those we may own on our own behalf, and those where we have not received instructions from Contract Owners, in the same proportion as shares for which we received voting instructions. The effect of this proportional voting is that a small number of Contract Owners may control the outcome of a vote. Should we determine that we are no longer required to comply with the above, we will vote on the shares in our own right. In certain limited circumstances, and when permitted by law, we may disregard voting instructions. If we do disregard voting instructions, a summary of that action and the reasons for such action would be included in the next annual report to Contract Owners.

#### RESTRICTIONS ON FINANCIAL TRANSACTIONS

Federal laws designed to counter terrorism and prevent money laundering might, in certain circumstances, require us to block a Contract Owner's ability to make

certain transactions and thereby refuse to accept any request for

transfers, withdrawals, surrenders, or death benefits, until the instructions are received from the appropriate regulator. We may also be required to provide additional information about you and your Contract to government regulators.

#### LEGAL PROCEEDINGS

In the ordinary course of business, the Company, similar to other life insurance companies, is involved in lawsuits (including class action lawsuits), arbitrations and other legal proceedings. Also, from time to time, state and federal regulators or other officials conduct formal and informal examinations or undertake other actions dealing with various aspects of the financial services and insurance industries. In some legal proceedings involving insurers, substantial damages have been sought and/or material settlement payments have been made.

It is not possible to predict with certainty the ultimate outcome of any pending legal proceeding or regulatory action. However, the Company does not believe any such action or proceeding will have a material adverse effect upon the Separate Account or upon the ability of MLIDC to perform its contract with the Separate Account or of the Company to meet its obligations under the contracts.

APPENDIX A -- CONDENSED FINANCIAL INFORMATION

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 THE TRAVELERS SEPARATE ACCOUNT FIVE FOR VARIABLE ANNUITIES  
 ACCUMULATION UNIT VALUES (IN DOLLARS)

The following Accumulation Unit Value ("AUV") information should be read in conjunction with the Separate Account's audited financial statement and notes, which are included in the Statement of Additional Information ("SAI"). The first table provides the AUV information for the MINIMUM Separate Account Charge available under the contract. The second table provides the AUV information for the MAXIMUM Separate Account Charge available under the contract. The Separate Account Charges that fall in between this range are included in the SAI, which is free of charge. You may request a copy of the SAI by calling the toll-free number found on the first page of this prospectus or by mailing in the coupon attached in Appendix H. Please refer to the Fee Table section of this prospectus for more information on Separate Account Charges.

SEPARATE ACCOUNT CHARGES 0.80% 3% AIR

NUMBER OF UNITS UNIT VALUE AT UNIT VALUE AT  
 OUTSTANDING AT PORTFOLIO NAME YEAR BEGINNING OF  
 YEAR END OF YEAR END OF YEAR - ----- --  
 -----

-- AIM Variable Insurance Funds AIM V.I. Core  
 Equity Subaccount (Series I)  
 (1/70).....  
 2006 1.000 1.086 -- AIM V.I. Premier Equity  
 Subaccount (Series I)  
 (5/01).....  
 2006 0.839 0.883 -- 2005 0.800 0.839 -- 2004  
 0.763 0.800 -- 2003 0.615 0.763 -- 2002 0.888  
 0.615 -- 2001 1.000 0.888 -- American Funds  
 Insurance Series American Funds Global Growth  
 Subaccount (Class 2)  
 (5/04).....  
 2006 1.255 1.499 3,790 2005 1.109 1.255 4,216  
 2004 1.000 1.109 -- American Funds Growth  
 Subaccount (Class 2)  
 (5/04).....  
 2006 1.258 1.375 102,812 2005 1.091 1.258  
 115,038 2004 1.000 1.091 14,605 American Funds  
 Growth-Income Subaccount (Class 2)  
 (5/04).....  
 2006 1.136 1.299 111,459 2005 1.082 1.136 77,329  
 2004 1.000 1.082 18,354 Capital Appreciation  
 Fund Capital Appreciation Fund  
 (5/00)..... 2006 0.700 0.694 -- 2005  
 0.597 0.700 571,867 2004 0.503 0.597 286,860  
 2003 0.406 0.503 148,185 2002 0.547 0.406  
 213,843 2001 0.745 0.547 6,402 2000 1.000 0.745  
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ACCUMULATION UNIT VALUES (IN DOLLARS)

SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

NUMBER OF UNITS OUTSTANDING AT YEAR END OF	UNIT VALUE AT PORTFOLIO NAME YEAR END OF	UNIT VALUE AT YEAR BEGINNING OF YEAR -	-----	---
-- Credit Suisse Trust Credit Suisse Trust Emerging Markets Subaccount				
(10/99)	.....	.....	.....	.....
2006	1.793	2.357	16,897	2005 1.412 1.793 16,897
2004	1.140	1.412	11,251	2003 0.804 1.140 11,251
2002	0.916	0.804	11,251	2001 1.022 0.916 -- 2000
	1.506	1.022	--	1999 1.000 1.506 -- Delaware VIP Trust Delaware VIP REIT Subaccount (Standard Class)
(9/00)	.....	.....	.....	.....
2006	2.517	3.312	--	2005 2.368 2.517 74,750 2004
	1.816	2.368	85,371	2003 1.366 1.816 31,398 2002
	1.318	1.366	19,794	2001 1.221 1.318 -- 2000
	1.000	1.221	--	Delaware VIP Small Cap Value Subaccount (Standard Class)
(10/99)	.....	.....	.....	..... 2006
	2.225	2.565	92,019	2005 2.050 2.225 83,441 2004
	1.701	2.050	22,455	2003 1.208 1.701 22,455 2002
	1.289	1.208	10,600	2001 1.162 1.289 -- 2000
	0.991	1.162	--	1999 1.000 0.991 -- Dreyfus Variable Investment Fund Dreyfus VIF Appreciation Subaccount (Initial Shares)
(7/99)	.....	.....	.....	..... 2006
	1.027	1.187	139,246	2005 0.992 1.027 181,885
2004	0.952	0.992	123,030	2003 0.792 0.952 42,639
2002	0.958	0.792	54,702	2001 1.065 0.958 27,197
2000	1.081	1.065	24,552	1999 1.000 1.081 24,552

ACCUMULATION UNIT VALUES (IN DOLLARS)

SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

NUMBER OF UNITS UNIT VALUE AT UNIT VALUE AT  
 OUTSTANDING AT PORTFOLIO NAME YEAR BEGINNING  
 OF YEAR END OF YEAR END OF YEAR - -----  
 -----

----- Dreyfus VIF Developing Leaders  
 Subaccount (Initial Shares)  
 (10/99)..... 2006 1.577  
 1.624 180,088 2005 1.503 1.577 167,125 2004  
 1.360 1.503 102,644 2003 1.041 1.360 57,302  
 2002 1.298 1.041 58,130 2001 1.394 1.298  
 13,264 2000 1.240 1.394 3,246 1999 1.000  
 1.240 -- Franklin Templeton Variable  
 Insurance Products Trust FTVIPT Mutual Shares  
 Securities Subaccount (Class 2)  
 (5/03).....  
 2006 1.475 1.732 -- 2005 1.345 1.475 -- 2004  
 1.204 1.345 6,200 2003 1.000 1.204 6,200  
 FTVIPT Templeton Developing Markets  
 Securities Subaccount (Class 2)  
 (5/04)..... 2006 1.560 1.982  
 79,346 2005 1.234 1.560 66,766 2004 1.000  
 1.234 -- FTVIPT Templeton Foreign Securities  
 Subaccount (Class 2)  
 (5/04)..... 2006  
 1.264 1.523 114,148 2005 1.156 1.264 100,149  
 2004 1.000 1.156 19,656 FTVIPT Templeton  
 Growth Securities Subaccount (Class 2)  
 (5/04)..... 2006  
 1.216 1.470 -- 2005 1.126 1.216 247,616 2004  
 1.000 1.126 38,090 High Yield Bond Trust High  
 Yield Bond Trust (9/99).....  
 2006 1.538 1.576 -- 2005 1.530 1.538 117,330  
 2004 1.418 1.530 100,536 2003 1.107 1.418  
 27,244 2002 1.067 1.107 -- 2001 0.982 1.067 -  
 - 2000 0.980 0.982 -- 1999 1.000 0.980 --

ACCUMULATION UNIT VALUES (IN DOLLARS)

SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

NUMBER OF UNITS OUTSTANDING AT YEAR END OF YEAR	UNIT VALUE AT PORTFOLIO NAME YEAR END OF YEAR	AT YEAR BEGINNING OF YEAR	AT YEAR BEGINNING OF YEAR	AT YEAR BEGINNING OF YEAR	AT YEAR BEGINNING OF YEAR	AT YEAR BEGINNING OF YEAR	AT YEAR BEGINNING OF YEAR	AT YEAR BEGINNING OF YEAR
-----								
-- Janus Aspen Series Janus Aspen Balanced Subaccount (Service Shares)								
(5/01).....	2006	1.154	1.195	--	2005	1.080	1.154	25,695
2004	1.005	1.080	25,695	2003	0.891	1.005	25,695	2002
0.962	0.891	--	2001	1.000	0.962	--	Janus Aspen Mid Cap Growth Subaccount (Service Shares)	
(5/01)..... 2006								
0.978	1.099	85,976	2005	0.880	0.978	85,976	2004	0.736
0.736	0.880	64,111	2003	0.551	0.736	5,302	2002	0.772
0.772	0.551	33,784	2001	1.000	0.772	--	Janus Aspen Worldwide Growth Subaccount (Service Shares)	
(5/00)..... 2006								
0.604	0.707	--	2005	0.577	0.604	5,661	2004	0.556
0.577	5,661	2003	0.453	0.556	5,661	2002	0.615	0.453
0.453	5,661	2001	0.801	0.615	5,661	2000	1.000	0.801
-- Lazard Retirement Series, Inc. Lazard Retirement Small Cap Subaccount (5/04).... 2006								
1.162	1.314	--	2005	1.127	1.162	7,320	2004	1.000
1.127 -- Legg Mason Partners Investment Series LMPIS Dividend Strategy Subaccount								
(5/01)..... 2006 0.819 0.959 6,455 2005 0.828								
0.819	6,455	2004	0.807	0.828	6,455	2003	0.659	0.807
0.807	6,455	2002	0.897	0.659	--	2001	1.000	0.897
--								

ACCUMULATION UNIT VALUES (IN DOLLARS)

SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

NUMBER OF UNITS OUTSTANDING AT YEAR END OF YEAR	UNIT VALUE AT PORTFOLIO NAME YEAR END OF YEAR	UNIT VALUE AT YEAR BEGINNING OF YEAR -	UNIT VALUE AT YEAR END OF YEAR	UNIT VALUE AT YEAR END OF YEAR	UNIT VALUE AT YEAR END OF YEAR	UNIT VALUE AT YEAR END OF YEAR	UNIT VALUE AT YEAR END OF YEAR
-----							
-- LMPIS Premier Selections All Cap Growth Subaccount							
(5/01)	.....	.....	2006				
0.935	0.996	-- 2005	0.887	0.935	-- 2004	0.869	
0.887	-- 2003	0.652	0.869	-- 2002	0.898	0.652	--
2001	1.000	0.898	-- Legg Mason Partners Variable Portfolios V LMPVPV Small Cap Growth Opportunities Subaccount				
(5/01)	.....	.....	.....	.....	.....	.....	.....
2006	1.176	1.318	14,993	2005	1.130	1.176	13,085
2004	0.986	1.130	29,945	2003	0.700	0.986	-- 2002
	0.949	0.700	-- 2001	1.000	0.949	-- Legg Mason Partners Variable Portfolios I, Inc. LMPVPI All Cap Subaccount (Class I) (4/00)	.....
	2006						
1.648	1.931	5,450	2005	1.596	1.648	5,450	2004
1.486	1.596	5,450	2003	1.077	1.486	3,532	2002
1.449	1.077	-- 2001	1.433	1.449	-- 2000	1.000	
1.433	-- LMPVPI Investors Subaccount (Class I) (10/99)	.....	.....	.....	.....	.....	.....
	2006	1.372	1.609	6,680	2005	1.298	
1.372	6,680	2004	1.185	1.298	6,680	2003	0.903
1.185	-- 2002	1.183	0.903	6,424	2001	1.244	1.183
-- 2000	1.088	1.244	-- 1999	1.000	1.088	13,535	
	LMPVPI Small Cap Growth Subaccount (Class I)						
(5/01)	.....	.....	.....	.....	.....	.....	.....
2006	1.107	1.239	15,664	2005	1.064	1.107	5,985
2004	0.932	1.064	-- 2003	0.631	0.932	-- 2002	
	0.974	0.631	-- 2001	1.000	0.974	--	

ACCUMULATION UNIT VALUES (IN DOLLARS)

SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

NUMBER OF UNITS OUTSTANDING AT YEAR END OF YEAR	UNIT VALUE AT PORTFOLIO NAME YEAR END OF YEAR	UNIT VALUE AT BEGINNING OF YEAR -	-----	---
-----				
-- LMPVPI Total Return Subaccount (Class I)				
(9/00) ..	2006 1.239 1.384	-- 2005 1.209 1.239	--	
	2004 1.121 1.209	-- 2003 0.975 1.121	--	2002
	1.055 0.975	-- 2001 1.072 1.055	--	2000 1.000
1.072	--	Legg Mason Partners Variable Portfolios		
II LMPVPII Appreciation Subaccount				
(5/01) .....	2006 1.065 1.213	33,806	2005	
1.029	1.065 53,220	2004 0.954 1.029	53,728	2003
0.772	0.954 45,111	2002 0.943 0.772	20,346	2001
	1.000 0.943	3,353 LMPVPII Equity Index		
Subaccount (Class II)				
(7/99) .....				
	2006 0.978 1.117	447,334	2005 0.945 0.978	
	432,014	2004 0.864 0.945	140,723	2003 0.682
0.864	126,629	2002 0.886 0.682	47,426	2001 1.019
0.886	23,609	2000 1.133 1.019	14,389	1999 1.000
	1.133	13,350 LMPVPII Fundamental Value		
Subaccount (5/01) .....				
	2006 1.107 1.283	37,151		
2005	1.065 1.107	85,744	2004 0.992 1.065	157,189
2003	0.722 0.992	157,189	2002 0.924 0.722	30,684
2001	1.000 0.924	--	Legg Mason Partners Variable	
Portfolios III, Inc. LMPVPIII Adjustable Rate				
Income Subaccount				
(9/03) .....				
	2006 1.020 1.054	-- 2005 1.005 1.020	--	2004
	1.001 1.005	1,000	2003 1.000 1.001	1,000

ACCUMULATION UNIT VALUES (IN DOLLARS)

SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

NUMBER OF UNITS UNIT VALUE AT UNIT VALUE AT  
 OUTSTANDING AT PORTFOLIO NAME YEAR BEGINNING OF  
 YEAR END OF YEAR END OF YEAR - ----- --  
 -----  
 -- LMPVPIII Aggressive Growth Subaccount  
 (5/01)..... 2006 1.022 1.103 308,734 2005 0.923  
 1.022 319,390 2004 0.846 0.923 328,219 2003  
 0.634 0.846 251,625 2002 0.949 0.634 15,408 2001  
 1.000 0.949 2,646 LMPVPIII High Income  
 Subaccount (8/99)..... 2006 1.187 1.307  
 41,449 2005 1.166 1.187 61,681 2004 1.065 1.166  
 63,799 2003 0.842 1.065 22,349 2002 0.877 0.842  
 20,231 2001 0.918 0.877 20,231 2000 1.007 0.918  
 20,231 1999 1.000 1.007 20,231 LMPVPIII  
 International All Cap Growth Subaccount  
 (12/99).....  
 2006 0.978 1.221 -- 2005 0.883 0.978 17,480 2004  
 0.755 0.883 39,904 2003 0.597 0.755 3,291 2002  
 0.810 0.597 3,291 2001 1.186 0.810 3,291 2000  
 1.569 1.186 3,291 1999 1.000 1.569 -- LMPVPIII  
 Large Cap Growth Subaccount (10/99)..... 2006  
 1.030 1.068 33,827 2005 0.987 1.030 53,253 2004  
 0.991 0.987 40,912 2003 0.677 0.991 5,766 2002  
 0.907 0.677 -- 2001 1.045 0.907 -- 2000 1.132  
 1.045 -- 1999 1.000 1.132 -- LMPVPIII Social  
 Awareness Stock Subaccount  
 (7/99).....  
 2006 0.957 1.023 4,305 2005 0.925 0.957 18,473  
 2004 0.877 0.925 18,473 2003 0.686 0.877 18,473  
 2002 0.921 0.686 14,167 2001 1.100 0.921 14,167  
 2000 1.115 1.100 14,167 1999 1.000 1.115 14,167

ACCUMULATION UNIT VALUES (IN DOLLARS)

SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

NUMBER OF UNITS OUTSTANDING AT YEAR END OF YEAR	UNIT VALUE AT PORTFOLIO NAME YEAR END OF YEAR	UNIT VALUE AT BEGINNING OF YEAR -	UNIT VALUE AT YEAR END OF YEAR	UNIT VALUE AT YEAR END OF YEAR	UNIT VALUE AT YEAR END OF YEAR	UNIT VALUE AT YEAR END OF YEAR	UNIT VALUE AT YEAR END OF YEAR
-----							
-- Lord Abbett Series Fund, Inc. Lord Abbett Growth and Income Subaccount (Class VC)							
(5/04)	.....	.....	.....	.....	.....	.....	.....
2006	1.138	1.323	46,483	2005	1.111	1.138	28,886
2004	1.000	1.111	--	Lord Abbett Mid-Cap Value Subaccount (Class VC)			
(5/04)	.....	.....	.....	.....	.....	.....	.....
2006	1.251	1.392	10,015	2005	1.165	1.251	--
2004	1.000	1.165	--	Managed Assets Trust Managed Assets Trust (6/99)			
(6/99)	.....	.....	.....	.....	.....	.....	.....
2006	1.243	1.286	--	2005	1.206	1.243	107,946
2004	1.111	1.206	41,606	2003	0.918	1.111	25,510
2002	1.013	0.918	25,510	2001	1.076	1.013	25,510
2000	1.102	1.076	20,767	1999	1.000	1.102	13,609
Met Investors Series Trust MIST Batterymarch Mid-Cap Stock Subaccount (Class A)							
(1/70)	.....	.....	.....	.....	.....	.....	.....
2006	1.000	1.899	20,578	MIST BlackRock Large-Cap Core Subaccount (Class A)			
(1/70)	.....	.....	.....	.....	.....	.....	.....
2006	1.000	1.130	--	MIST Dreman Small-Cap Value Subaccount (Class A)			
(1/70)	.....	.....	.....	.....	.....	.....	.....
2006	1.000	1.072	--	MIST Harris Oakmark International Subaccount (Class A)			
(1/70)*	.....	.....	.....	.....	.....	.....	.....
2006	1.000	1.346	1,727	MIST Janus Capital Appreciation Subaccount (Class A)			
(1/70)	.....	.....	.....	.....	.....	.....	.....
2006	1.000	0.716	565,464	MIST Legg Mason Partners Managed Assets Subaccount (Class A)			
(1/70)	.....	.....	.....	.....	.....	.....	.....
2006	1.000	1.366	77,621	MIST Lord Abbett Bond Debenture Subaccount (Class A)			
(1/70)	.....	.....	.....	.....	.....	.....	.....
2006	1.000	1.166	--	MIST Lord Abbett Growth and Income Subaccount (Class B) (1/70)			
(1/70)	.....	.....	.....	.....	.....	.....	.....
2006	1.000	1.083	5,088	MIST Met/AIM Capital Appreciation Subaccount (Class A)			
(1/70)	.....	.....	.....	.....	.....	.....	.....
2006	1.000	1.015	6,755				

ACCUMULATION UNIT VALUES (IN DOLLARS)

SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

NUMBER OF UNITS	UNIT VALUE AT	UNIT VALUE AT	OUTSTANDING AT	PORTFOLIO NAME	YEAR BEGINNING OF	YEAR END OF YEAR	YEAR END OF YEAR	YEAR -	-----	--
-----										
-- MIST Met/AIM Small Cap Growth Subaccount (Class A)										
(1/70)	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
2006	1.000	1.030	--	MIST MFS(R) Value Subaccount (Class A)	(1/70)	....	2006	1.000	1.432	229,224
MIST Neuberger Berman Real Estate Subaccount (Class A)										
(1/70)	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
1.000	1.227	227,280	MIST Pioneer Fund Subaccount (Class A)	(1/70)	....	2006	1.000	1.024	34,912	
MIST Pioneer Mid-Cap Value Subaccount (Class A)										
(1/70)	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
2006	1.000	1.118	--	MIST Pioneer Strategic Income Subaccount (Class A)	(1/70)	.....	.....	.....	.....	.....
2006	1.000	1.534	187,233	MIST Third Avenue Small Cap Value Subaccount (Class B)	(1/70)	.....	.....	.....	.....	.....
1.000	1.343	31,734	MetLife Investment Funds, Inc. MetLife Investment Diversified Bond Subaccount (Class I)	(9/99)	.....	.....	.....	.....	.....	.....
1.377	1.425	1,575,036	2005	1.360	1.377	1,482,566	2004	1.310	1.360	764,591
2003 1.251 1.310 481,357 2002 1.157 1.251 470,261 2001 1.092 1.157 -- 2000 0.979 1.092 12,041 1999 1.000 0.979 37,502 MetLife Investment International Stock Subaccount (Class I)										
(7/99)	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
1.165	1.462	496,825	2005	1.024	1.165	484,883	2004	0.899	1.024	349,627
2003 0.697 0.899 291,178 2002 0.904 0.697 223,222 2001 1.160 0.904 -- 2000 1.272 1.160 1,916 1999 1.000 1.272 6,933										

ACCUMULATION UNIT VALUES (IN DOLLARS)

SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

NUMBER OF UNITS UNIT VALUE AT UNIT VALUE AT  
 OUTSTANDING AT PORTFOLIO NAME YEAR BEGINNING OF  
 YEAR END OF YEAR END OF YEAR - ----- --

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-- MetLife Investment Large Company Stock
   Subaccount (Class I)
(9/99)..... 2006
0.789 0.881 1,054,352 2005 0.746 0.789 977,381
   2004 0.683 0.746 656,590 2003 0.537 0.683
   525,471 2002 0.702 0.537 430,013 2001 0.840
   0.702 -- 2000 0.995 0.840 10,384 1999 1.000
0.995 21,459 MetLife Investment Small Company
   Stock Subaccount (Class I)
(9/99)..... 2006
2.101 2.369 175,234 2005 1.974 2.101 154,209
2004 1.732 1.974 107,116 2003 1.220 1.732 83,489
2002 1.612 1.220 66,192 2001 1.600 1.612 -- 2000
   1.465 1.600 1,472 1999 1.000 1.465 6,201
Metropolitan Series Fund, Inc. MSF BlackRock
   Aggressive Growth Subaccount (Class D)
(1/70).....
   2006 1.000 1.095 44,628 MSF BlackRock Bond
   Income Subaccount (Class A)
(1/70).....
   2006 1.000 1.349 19,379 MSF BlackRock Money
   Market Subaccount (Class A)
(1/70).....
   2006 1.000 1.196 323,370 MSF FI Large Cap
   Subaccount (Class A) (1/70)..... 2006 1.000
0.968 124,183 MSF FI Value Leaders Subaccount
   (Class D)
(1/70).....
   2006 1.000 1.396 474,781 MSF MetLife Aggressive
   Allocation Subaccount
(1/70).....
   2006 1.000 1.081 -- 2005 1.000 1.000 -- MSF
   MetLife Conservative Allocation Subaccount
(1/70).....
   2006 1.000 1.047 -- 2005 1.000 1.000 -- MSF
   MetLife Conservative to Moderate Allocation
   Subaccount
(1/70)..... 2006
   1.000 1.053 10,264 2005 1.000 1.000 -- MSF
   MetLife Moderate Allocation Subaccount
(1/70).....
   2006 1.000 1.058 -- 2005 1.000 1.000 --
    
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ACCUMULATION UNIT VALUES (IN DOLLARS)

SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

NUMBER OF UNITS	UNIT VALUE AT	UNIT VALUE AT	OUTSTANDING AT	PORTFOLIO NAME	YEAR BEGINNING OF	YEAR END OF	YEAR END OF	YEAR	-----	--
-----										
-- MSF MetLife Moderate to Aggressive Allocation Subaccount										
(1/70)	1.000	1.112	--	2005	1.000	1.000	--	MSF MFS(R)		
	Total Return Subaccount (Class F)									
(1/70)	2006	1.000	1.558	923,199	MSF Oppenheimer Global Equity Subaccount (Class B)					
(1/70)*	2006	1.000	1.056	333,798	MSF Western Asset Management High Yield Bond Subaccount (Class A)					
(1/70)	122,596	MSF Western Asset Management U.S. Government Subaccount (Class A)								
(1/70)*	255,141	Money Market Portfolio Money Market Subaccount (9/99)								
1.119	1.127	236,987	2003	1.125	1.125	289,912	2002			
1.119	1.125	264,365	2001	1.087	1.119	77,342	2000			
	1.032	1.087	76,073	1999	1.000	1.032	36,453			
Oppenheimer Variable Account Funds Oppenheimer Main Street/VA Subaccount ( Service Shares)										
(5/04)	1.131	1.198	--	2005	1.078	1.131	--	2004	1.000	
	1.078 -- PIMCO Variable Insurance Trust PIMCO VIT Real Return Subaccount (Administrative Class)									
(10/05)	1.012	1.011	--	2005	1.008	1.012	--	PIMCO VIT Total Return Subaccount (Administrative Class)		
(5/01)	1.260	1.298	116,821	2005	1.240	1.260	123,296			
2004	1.192	1.240	152,147	2003	1.144	1.192	6,319			
	2002	1.057	1.144	7,538	2001	1.000	1.057	--		

ACCUMULATION UNIT VALUES (IN DOLLARS)

SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

NUMBER OF UNITS OUTSTANDING AT YEAR END OF	UNIT VALUE AT PORTFOLIO NAME YEAR END OF	UNIT VALUE AT YEAR BEGINNING OF YEAR -	UNIT VALUE AT YEAR END OF YEAR -	UNIT VALUE AT YEAR END OF YEAR -	UNIT VALUE AT YEAR END OF YEAR -	UNIT VALUE AT YEAR END OF YEAR -
-----						
-- Putnam Variable Trust Putnam VT Discovery Growth Subaccount (Class IB)						
(5/01)	2006	0.839	0.925	--	2005	0.789 0.839 -- 2004
	0.739	0.789	--	2003	0.564 0.739 -- 2002	0.808
	0.564	--	2001	1.000	0.808	-- Putnam VT
	International Equity Subaccount (Class IB)					
(5/01)	2006	1.150	1.457	--	2005	1.033 1.150 -- 2004
	0.897	1.033	6,667	2003	0.703 0.897	6,667 2002
	0.861	0.703	--	2001	1.000 0.861	-- Putnam VT
	Small Cap Value Subaccount (Class IB)					
(5/01)	2006	1.749	2.035	44,194	2005	1.647 1.749 77,457
	2004	1.315	1.647	63,465	2003	0.886 1.315 43,406
	2002	1.093	0.886	40,852	2001	1.000 1.093 -- The
	Travelers Series Trust Travelers AIM Capital Appreciation Subaccount					
(5/01)	2006	0.957	1.022	--	2005	0.887 0.957 6,755 2004
	0.840	0.887	6,755	2003	0.654 0.840	-- 2002 0.867
	0.654	--	2001	1.000	0.867	-- Travelers
	Convertible Securities Subaccount					
(5/04)	2006	1.035	1.106	--	2005	1.040 1.035 -- 2004
	1.000	1.040	--	Travelers Disciplined Mid Cap Stock Subaccount		
(8/99)	2006	1.812	1.984	--	2005	1.625 1.812 44,834 2004
	1.406	1.625	46,180	2003	1.060 1.406	38,942 2002
	1.247	1.060	22,864	2001	1.310 1.247	4,950 2000
	1.132	1.310	4,950	1999	1.000 1.132	4,950

ACCUMULATION UNIT VALUES (IN DOLLARS)

SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

NUMBER OF UNITS OUTSTANDING AT YEAR END OF	UNIT VALUE AT PORTFOLIO NAME YEAR END OF	UNIT VALUE AT YEAR BEGINNING OF YEAR -	-----	---
-----				
-- Travelers Equity Income Subaccount				
(7/99).....	2006 1.285	1.354 --	2005 1.240	
	1.285 484,509	2004 1.137	1.240 294,106	2003
	0.874 1.137	192,847	2002 1.024	0.874 151,978
2001 1.105	1.024 109,815	2000 1.021	1.105	12,381
1999 1.000	1.021 12,381	Travelers Federated		
Stock Subaccount (11/01).....				
	2006 1.163	1.208 -		
- 2005 1.113	1.163 4,216	2004 1.015	1.113	4,216
2003 0.802	1.015 4,216	2002 1.002	0.802	4,216
2001 1.000	1.002 --	Travelers Large Cap		
Subaccount (7/99).....				
	2006 0.919	0.949 -		
- 2005 0.852	0.919 99,935	2004 0.807	0.852	
111,168	2003 0.652	0.807 96,847	2002 0.851	0.652
96,847	2001 1.038	0.851 96,847	2000 1.224	1.038
52,127	1999 1.000	1.224 12,719	Travelers Mercury	
Large Cap Core Subaccount				
(6/00).....				
	2006 0.997	1.061 --	2005 0.897	0.997 --
	0.780 0.897	-- 2003 0.649	0.780 --	2002 0.874
	0.649 --	2001 1.136	0.874 --	2000 1.000
	1.136 --	Travelers MFS(R) Mid Cap Growth Subaccount		
(10/99).....				
2006 1.052	1.116 --	2005 1.029	1.052	57,026
2004	0.909 1.029	59,981	2003 0.668	0.909 47,678
2002	1.317 0.668	45,675	2001 1.739	1.317 33,694
2000	1.603 1.739	30,494	1999 1.000	1.603 --

ACCUMULATION UNIT VALUES (IN DOLLARS)

SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

NUMBER OF UNITS	UNIT VALUE AT	UNIT VALUE AT	OUTSTANDING AT	PORTFOLIO NAME	YEAR BEGINNING OF	YEAR END OF	YEAR END OF	YEAR	YEAR	YEAR
-----										
-- Travelers MFS(R) Total Return Subaccount										
(7/99) ..	2006	1.400	1.449	--	2005	1.371	1.400			
659,159	2004	1.240	1.371	337,809	2003	1.073				
1.240	153,776	2002	1.141	1.073	135,391	2001				
1.150	1.141	53,295	2000	0.994	1.150	--	1999			
1.000	0.994	--	Travelers MFS(R) Value Subaccount							
(5/04) .....	2006	1.190	1.289	--	2005	1.127				
1.190	142,445	2004	1.000	1.127	21,046	Travelers				
Mondrian International Stock Subaccount										
(8/99) .....	2006	1.055	1.215	--	2005	0.971	1.055	6,318	2004	
0.846	0.971	6,318	2003	0.663	0.846	6,318	2002			
0.768	0.663	6,318	2001	1.049	0.768	4,591	2000			
1.194	1.049	4,591	1999	1.000	1.194	4,591				
Travelers Pioneer Fund Subaccount										
(8/99) .....	2006	0.890	0.947	--	2005	0.847				
0.890	36,743	2004	0.768	0.847	18,862	2003	0.625			
0.768	31,058	2002	0.903	0.625	24,128	2001	1.183			
0.903	--	2000	0.959	1.183	--	1999	1.000	0.959	--	
Travelers Pioneer Mid Cap Value Subaccount										
(1/70) .....	2006	1.001	1.057	--	2005	1.000	1.001	--		
Travelers Pioneer Strategic Income Subaccount										
(1/01) .....	2006	1.455	1.473	--	2005	1.415	1.455	143,490		
2004	1.285	1.415	32,760	2003	1.084	1.285	32,760			
2002	1.032	1.084	27,083	2001	1.000	1.032	--			

ACCUMULATION UNIT VALUES (IN DOLLARS)

SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

NUMBER OF UNITS UNIT VALUE AT UNIT VALUE AT  
 OUTSTANDING AT PORTFOLIO NAME YEAR BEGINNING OF  
 YEAR END OF YEAR END OF YEAR - ----- --  
 -----

-- Travelers Quality Bond Subaccount  
 (8/99)..... 2006 1.300 1.292 -- 2005 1.290  
 1.300 39,391 2004 1.259 1.290 40,044 2003 1.186  
 1.259 36,759 2002 1.130 1.186 19,941 2001 1.063  
 1.130 19,941 2000 1.002 1.063 19,941 1999 1.000  
 1.002 19,941 Travelers Strategic Equity  
 Subaccount (7/99)..... 2006 0.871 0.911 -- 2005  
 0.861 0.871 70,166 2004 0.787 0.861 81,278 2003  
 0.598 0.787 67,954 2002 0.908 0.598 67,954 2001  
 1.057 0.908 67,954 2000 1.303 1.057 56,806 1999  
 1.000 1.303 17,222 Travelers Style Focus Series:  
 Small Cap Growth Subaccount  
 (1/70)..... 2006  
 1.000 1.032 -- 2005 1.000 1.000 -- Travelers  
 Style Focus Series: Small Cap Value Subaccount  
 (1/70)..... 2006  
 1.000 1.000 -- 2005 1.000 1.000 -- Travelers  
 U.S. Government Securities Subaccount  
 (8/99).....  
 2006 1.445 1.396 -- 2005 1.396 1.445 480,652  
 2004 1.326 1.396 357,708 2003 1.301 1.326  
 328,667 2002 1.154 1.301 366,169 2001 1.099  
 1.154 20,423 2000 0.968 1.099 20,423 1999 1.000  
 0.968 20,423 Van Kampen Life Investment Trust  
 Van Kampen LIT Comstock Subaccount (Class II)  
 (5/03).....  
 2006 1.512 1.741 14,254 2005 1.464 1.512 14,254  
 2004 1.257 1.464 -- 2003 1.000 1.257 --

ACCUMULATION UNIT VALUES (IN DOLLARS)

SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

NUMBER OF UNITS UNIT VALUE AT UNIT VALUE AT  
 OUTSTANDING AT PORTFOLIO NAME YEAR BEGINNING OF  
 YEAR END OF YEAR END OF YEAR - ----- --  
 -----

-- Van Kampen LIT Enterprise Subaccount (Class II)  
 (5/01).....  
 2006 0.875 0.926 -- 2005 0.817 0.875 -- 2004  
 0.794 0.817 -- 2003 0.637 0.794 -- 2002 0.911  
 0.637 -- 2001 1.000 0.911 -- Van Kampen LIT  
 Strategic Growth Subaccount (Class II)  
 (5/01).....  
 2006 0.778 0.792 -- 2005 0.729 0.778 -- 2004  
 0.688 0.729 -- 2003 0.546 0.688 -- 2002 0.817  
 0.546 -- 2001 1.000 0.817 -- Variable Insurance  
 Products Fund VIP Asset Manager Subaccount  
 (Service Class 2)  
 (5/00).....  
 2006 1.019 1.057 -- 2005 0.990 1.019 -- 2004  
 0.949 0.990 23,009 2003 0.813 0.949 23,009 2002  
 0.900 0.813 51,769 2001 0.949 0.900 -- 2000  
 1.000 0.949 -- VIP Contrafund(R) Subaccount  
 (Service Class 2)  
 (5/01).....  
 2006 1.432 1.583 161,039 2005 1.238 1.432  
 138,871 2004 1.083 1.238 124,888 2003 0.852  
 1.083 75,992 2002 0.950 0.852 14,509 2001 1.000  
 0.950 -- VIP Dynamic Capital Appreciation  
 Subaccount (Service Class 2)  
 (5/01)..... 2006 1.157 1.306  
 -- 2005 0.966 1.157 9,176 2004 0.962 0.966  
 12,814 2003 0.776 0.962 12,814 2002 0.846 0.776  
 12,814 2001 1.000 0.846 2,853

NUMBER OF UNITS	UNIT VALUE AT	UNIT VALUE AT	UNIT VALUE AT	UNIT VALUE AT	UNIT VALUE AT	UNIT VALUE AT	UNIT VALUE AT
OUTSTANDING AT	OUTSTANDING AT	OUTSTANDING AT	OUTSTANDING AT	OUTSTANDING AT	OUTSTANDING AT	OUTSTANDING AT	OUTSTANDING AT
NAME YEAR BEGINNING OF	NAME YEAR BEGINNING OF	NAME YEAR BEGINNING OF	NAME YEAR BEGINNING OF	NAME YEAR BEGINNING OF	NAME YEAR BEGINNING OF	NAME YEAR BEGINNING OF	NAME YEAR BEGINNING OF
YEAR END OF YEAR	YEAR END OF YEAR	YEAR END OF YEAR	YEAR END OF YEAR	YEAR END OF YEAR	YEAR END OF YEAR	YEAR END OF YEAR	YEAR END OF YEAR
-----							
----- VIP Mid Cap Subaccount							
(Service Class 2)	(5/01)	2006	1.830	2.040	256,022	2005	1.563 1.830
246,839	2004	1.264	1.563	92,254	2003	0.921	1.264 47,487
9,533	2001	1.000	1.032	--	Wells Fargo	Variable Trust	Wells Fargo Advantage
VT Small/Mid Cap Value Subaccount							
(3/00).....							
2006	1.358	1.559	--	2005	1.175	1.358	8,864
8,864	2004	1.014	1.175	8,864	2003	0.739	1.014 8,864
8,864	2001	0.938	0.969	--	2000	1.000	0.938 --

ACCUMULATION UNIT VALUES (IN DOLLARS)

SEPARATE ACCOUNT CHARGES 1.25% 140 FL

NUMBER OF UNITS	UNIT VALUE AT	UNIT VALUE AT	UNIT VALUE AT	UNIT VALUE AT	UNIT VALUE AT	UNIT VALUE AT	UNIT VALUE AT
OUTSTANDING AT	OUTSTANDING AT	OUTSTANDING AT	OUTSTANDING AT	OUTSTANDING AT	OUTSTANDING AT	OUTSTANDING AT	OUTSTANDING AT
NAME YEAR BEGINNING OF	NAME YEAR BEGINNING OF	NAME YEAR BEGINNING OF	NAME YEAR BEGINNING OF	NAME YEAR BEGINNING OF	NAME YEAR BEGINNING OF	NAME YEAR BEGINNING OF	NAME YEAR BEGINNING OF
YEAR END OF YEAR	YEAR END OF YEAR	YEAR END OF YEAR	YEAR END OF YEAR	YEAR END OF YEAR	YEAR END OF YEAR	YEAR END OF YEAR	YEAR END OF YEAR
-----							
-- Legg Mason Partners Variable Portfolios II							
LMPVPII Equity Index Subaccount (Class II)							
(7/99).....							
2006	0.862	0.967	--	2005	0.850	0.862	--
0.791	0.850	--	2003	0.636	0.791	--	2002
0.636	--	2001	0.986	0.841	--	2000	1.117
			0.986	--	1999	1.000	1.117

NOTES

The date next to each funding option name reflects the date money first came into the funding option through the Separate Account. Funding options not listed above had no amounts allocated to them or were not available as of December 31, 2006. Number of Units outstanding at the end of the period may include units for Contracts Owners in payout phase, where appropriate.

If an accumulation unit value has no assets and units across all sub-accounts within the Separate Account, and has had no assets and units for the history displayed on the Condensed Financial Information in the past, then it may not be displayed.

Variable Funding Option mergers and substitutions that occurred between January 1, 2005 and December 31, 2006, are displayed below. Please see Appendix F for more information on Variable Funding Option name changes, mergers and substitutions.

Effective on or about 02/25/05, The Travelers Series Trust -- MFS(R) Emerging Growth Portfolio merged into Travelers Series Trust -- MFS(R) Mid Cap Growth Portfolio and is no longer available as a funding option.

Effective on or about 05/01/06, AIM Variable Insurance Funds -- AIM V.I. Premier Equity Fund merged into AIM Variable Insurance Funds -- AIM V.I. Core Equity Portfolio and is no longer available as a funding option.

Effective on or about 05/01/06, Capital Appreciation Fund merged into Met Investors Series Trust -- Janus Capital Appreciation Portfolio -- Class A and is no longer available as a funding option.

Effective on or about 05/01/06, Managed Assets Trust merged into Metropolitan Series Fund, Inc. -- Legg Mason Partners Managed Assets Portfolio -- Class A and is no longer available as a funding option.

Effective on or about 05/01/06, Money Market Portfolio merged into Metropolitan Series Fund, Inc. -- Black Rock Money Market Portfolio -- Class A and is no longer available as a funding option.

Effective on or about 05/01/06, High Yield Bond Trust merged into Metropolitan Series Fund, Inc. -- Western Asset Management High Yield Bond Portfolio -- Class A and is no longer available as a funding option.

Effective on or about 05/01/06, The Travelers Series Trust -- Disciplined Mid-Cap Stock Portfolio merged into Met Investors Series Trust -- Batterymarch Mid-Cap Stock Portfolio -- Class A and is no longer available as a funding option.

Effective on or about 05/01/06, The Travelers Series Trust -- Style Focus Series: Small Cap Value Portfolio merged into Met Investors Series Trust -- Dreman Small-Cap Value Portfolio -- Class A and is no longer available as a funding option.

Effective on or about 05/01/06, The Travelers Series Trust -- Mondrian International Stock Portfolio merged into Met Investors Series Trust -- Harris Oakmark International Stock Portfolio -- Class A and is no longer available as a funding option.

Effective on or about 05/01/06, The Travelers Series Trust -- Convertible Securities Portfolio merged into Met Investors Series Trust -- Lord Abbett Bond Debenture Portfolio -- Class A and is no longer available as a funding option.

Effective on or about 05/01/06, The Travelers Series Trust -- Federated Stock Portfolio merged into Met Investors Series Trust -- Lord Abbett Growth and Income Portfolio -- Class B and is no longer available as a funding option.

Effective on or about 05/01/06, The Travelers Series Trust -- Mercury Large Cap Core Portfolio merged into Met Investors Series Trust -- Mercury Large-Cap Core Portfolio -- Class A and is no longer available as a funding option.

Effective on or about 05/01/06, The Travelers Series Trust -- Met AIM Capital Appreciation Portfolio merged into Met Investors Series Trust -- Met/AIM Capital Appreciation Portfolio -- Class A and is no longer available as a funding option.

Effective on or about 05/01/06, The Travelers Series Trust -- MFS(R) Value Portfolio merged into Met Investors Series Trust -- MFS(R) Value Portfolio -- Class A and is no longer available as a funding option.

Effective on or about 05/01/06, The Travelers Series Trust -- Pioneer Fund Portfolio merged into Met Investors Series Trust -- Pioneer Fund Portfolio -- Class A and is no longer available as a funding option.

Effective on or about 05/01/06, The Travelers Series Trust -- Pioneer Mid-Cap Value Portfolio merged into Met Investors Series Trust -- Pioneer Mid-Cap Value Portfolio -- Class A and is no longer available as a funding option.

Effective on or about 05/01/06, The Travelers Series Trust -- Pioneer Strategic Income Portfolio -- Class A merged into Met Investors Series Trust -- Pioneer Strategic Income Portfolio -- Class A and is no longer available as a funding option.

Effective on or about 05/01/06, The Travelers Series Trust -- MFS(R) Mid Cap Growth Portfolio merged into Metropolitan Series Fund, Inc. -- BlackRock Aggressive Growth Portfolio -- Class D and is no longer available as a funding option.



Effective on or about 05/01/06, The Travelers Series Trust -- Travelers Quality Bond Portfolio merged into Metropolitan Series Fund, Inc. -- BlackRock Bond Income Portfolio -- Class A and is no longer available as a funding option.

Effective on or about 05/01/06, The Travelers Series Trust -- Large Cap Portfolio merged into Metropolitan Series Fund, Inc. -- FI Large Cap Portfolio -- Class A and is no longer available as a funding option.

Effective on or about 05/01/06, The Travelers Series Trust -- Strategic Equity Portfolio Trust merged into Metropolitan Series Fund, Inc. -- FI Large Cap Portfolio -- Class A and is no longer available as a funding option.

Effective on or about 05/01/06, The Travelers Series Trust -- Equity Income Portfolio merged into Metropolitan Series Fund, Inc. -- FI Value Leaders Portfolio -- Class D and is no longer available as a funding option.

Effective on or about 05/01/06, The Travelers Series Trust -- MFS(R) Total Return merged into Metropolitan Series Fund, Inc. -- MFS(R) Total Return Portfolio -- Class F and is no longer available as a funding option.

Effective on or about 05/01/06, The Travelers Series Trust -- U.S. Government Securities Portfolio merged into Metropolitan Series Fund, Inc. -- Western Asset Management U.S. Government Portfolio -- Class A and is no longer available as a funding option.

Effective on or about 05/01/06, Oppenheimer Variable Account Funds -- Oppenheimer Main Street Fund/VA -- Service Shares was replaced Met Investors Series Trust -- Lord Abbett Growth and Income Portfolio -- Class B and is no longer available as a funding option.

Effective on or about 05/01/06, Franklin Templeton Variable Insurance Products Trust -- Mutual Shares Securities Fund -- Class 2 Shares was replaced by Met Investors Series Trust -- Lord Abbett Growth and Income Portfolio and is no longer available as a funding option.

Effective on or about 05/01/06, Delaware VIP Trust -- Mutual VIP REIT Series -- Standard Class was replaced by Met Investors Series Trust -- Neuberger Berman Real Estate Portfolio and is no longer available as a funding option.

Effective on or about 05/01/06, Fidelity Variable Insurance Products -- Fidelity Asset Manager Portfolio -- Service Class 2 was replaced by Metropolitan Series Fund, Inc. -- MFS(R) Total Return Portfolio -- Class F and is no longer available as a funding option.

Effective on or about 05/01/06, Janus Aspen Series -- Janus Aspen Balanced Portfolio -- Service Shares was replaced by Metropolitan Series Fund, Inc. -- MFS(R) Total Return Portfolio -- Class F and is no longer available as a funding option.

Effective on or about 05/01/06, Franklin Templeton Variable Insurance Products Trust -- Franklin Templeton Growth Securities Fund -- Class 2 Shares was replaced by Metropolitan Series Fund, Inc. -- Oppenheimer Global Equity Portfolio -- Class B and is no longer available as a funding option.

Effective on or about 05/01/06, Fidelity Variable Insurance Products Fund -- VIP Asset Manager Portfolio was replaced by Metropolitan Series Fund, Inc. -- MFS(R) Total Return Portfolio -- Class F and is no longer available as a funding option.

Effective on or about 11/13/06, Lazard Retirement Series, Inc. -- Lazard Small Cap Portfolio was replaced by Met Investors Series Trust -- Third Avenue Small Cap Portfolio and is no longer available as a funding option.

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APPENDIX B -- CONDENSED FINANCIAL INFORMATION

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 THE TRAVELERS SEPARATE ACCOUNT SIX FOR VARIABLE ANNUITIES  
 ACCUMULATION UNIT VALUES (IN DOLLARS)

The following Accumulation Unit Value ("AUV") information should be read in conjunction with the Separate Account's audited financial statement and notes, which are included in the Statement of Additional Information ("SAI"). The first table provides the AUV information for the MINIMUM Separate Account Charge available under the contract. The second table provides the AUV information for the MAXIMUM Separate Account Charge available under the contract. The Separate Account Charges that fall in between this range are included in the SAI, which is free of charge. You may request a copy of the SAI by calling the toll-free number found on the first page of this prospectus or by mailing in the coupon attached in Appendix H. Please refer to the Fee Table section of this prospectus for more information on Separate Account Charges.

SEPARATE ACCOUNT CHARGES 0.80% 3% AIR

NUMBER OF UNITS UNIT VALUE AT UNIT VALUE AT  
 OUTSTANDING AT PORTFOLIO NAME YEAR BEGINNING OF  
 YEAR END OF YEAR END OF YEAR - ----- --  
 -----

-- AIM Variable Insurance Funds AIM V.I. Core Equity Subaccount (Series I)									
(1/70)	.....	.....	.....	.....	.....	.....	.....	.....	.....
2006	1.000	1.086	--	AIM V.I. Premier Equity					
				Subaccount (Series I)					
(7/01)	.....	.....	.....	.....	.....	.....	.....	.....	.....
2006	0.839	0.883	--	2005	0.800	0.839	--	2004	
	0.763	0.800	103,702	2003	0.615	0.763	103,682		
	2002	0.888	0.615	55,895	2001	1.000	0.888	--	
American Funds Insurance Series American Funds Global Growth Subaccount (Class 2)									
(5/04)	.....	.....	.....	.....	.....	.....	.....	.....	.....
2006	1.255	1.499	197,638	2005	1.109	1.255			
	119,722	2004	1.010	1.109	31,153	American Funds			
Growth Subaccount (Class 2)									
(5/04)	.....	.....	.....	.....	.....	.....	.....	.....	.....
2006	1.258	1.375	198,092	2005	1.091	1.258			
	157,801	2004	0.970	1.091	16,521	American Funds			
Growth-Income Subaccount (Class 2)									
(5/04)	.....	.....	.....	.....	.....	.....	.....	.....	.....
2006	1.136	1.299	560,986	2005	1.082	1.136			
	385,501	2004	0.979	1.082	104,915				

ACCUMULATION UNIT VALUES (IN DOLLARS)

SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

NUMBER OF UNITS UNIT VALUE AT UNIT VALUE AT  
 OUTSTANDING AT PORTFOLIO NAME YEAR BEGINNING OF  
 YEAR END OF YEAR END OF YEAR - ----- --  
 -----

-- Capital Appreciation Fund Capital

Appreciation Fund (5/00).....	2006	0.700	0.694	--	2005	0.597	0.700	1,713,108	2004	0.503	0.597	1,555,826	2003	0.406	0.503	1,630,081	2002	0.547	0.406	1,837,286	2001	0.745	0.547	1,046,590	2000	1.000	0.745	1,006,482	Credit				
Suisse Trust Credit Suisse Trust Emerging Markets Subaccount																																	
(5/99).....	2006	1.793	2.357	26,390	2005	1.412	1.793	35,759	2004	1.140	1.412	44,528	2003	0.804	1.140	46,418	2002	0.916	0.804	45,812	2001	1.022	0.916	54,766	2000	1.506	1.022	71,391	1999	1.000	1.506	54,662	Delaware VIP Trust Delaware VIP REIT Subaccount (Standard Class)
(7/99).....	2006	2.517	3.312	--	2005	2.368	2.517	312,481	2004	1.816	2.368	330,738	2003	1.366	1.816	282,138	2002	1.318	1.366	242,450	2001	1.221	1.318	128,487	2000	0.937	1.221	102,023	1999	1.000	0.937	--	Delaware VIP Small Cap Value Subaccount (Standard Class)
(4/99).....	2006	2.225	2.565	234,566	2005	2.050	2.225	232,445	2004	1.701	2.050	203,692	2003	1.208	1.701	177,208	2002	1.289	1.208	139,177	2001	1.162	1.289	13,468	2000	0.991	1.162	5,110	1999	1.000	0.991	--	

ACCUMULATION UNIT VALUES (IN DOLLARS)

SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

NUMBER OF UNITS UNIT VALUE AT UNIT VALUE AT  
 OUTSTANDING AT PORTFOLIO NAME YEAR BEGINNING  
 OF YEAR END OF YEAR END OF YEAR - -----  
 -----  
 ----- Dreyfus Variable Investment Fund  
 Dreyfus VIF Appreciation Subaccount (Initial  
 Shares)  
 (3/99).....  
 2006 1.027 1.187 274,576 2005 0.992 1.027  
 318,098 2004 0.952 0.992 330,399 2003 0.792  
 0.952 331,736 2002 0.958 0.792 356,023 2001  
 1.065 0.958 396,091 2000 1.081 1.065 311,873  
 1999 1.000 1.081 244,529 Dreyfus VIF  
 Developing Leaders Subaccount (Initial  
 Shares) (4/99)..... 2006  
 1.577 1.624 410,979 2005 1.503 1.577 463,289  
 2004 1.360 1.503 619,182 2003 1.041 1.360  
 589,418 2002 1.298 1.041 540,784 2001 1.394  
 1.298 388,047 2000 1.240 1.394 305,761 1999  
 1.000 1.240 45,091 Franklin Templeton  
 Variable Insurance Products Trust FTVIPT  
 Mutual Shares Securities Subaccount (Class 2)  
 (8/03).....  
 2006 1.475 1.732 -- 2005 1.345 1.475 61,250  
 2004 1.204 1.345 23,498 2003 1.000 1.204  
 17,090 FTVIPT Templeton Developing Markets  
 Securities Subaccount (Class 2)  
 (6/04)..... 2006 1.560 1.982  
 108,900 2005 1.234 1.560 102,975 2004 0.972  
 1.234 -- FTVIPT Templeton Foreign Securities  
 Subaccount (Class 2)  
 (5/04)..... 2006  
 1.264 1.523 240,063 2005 1.156 1.264 193,399  
 2004 0.962 1.156 40,991 FTVIPT Templeton  
 Growth Securities Subaccount (Class 2)  
 (6/04)..... 2006  
 1.216 1.470 -- 2005 1.126 1.216 196,213 2004  
 1.021 1.126 57,703



ACCUMULATION UNIT VALUES (IN DOLLARS)

SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

NUMBER OF UNITS OUTSTANDING AT YEAR END OF YEAR	UNIT VALUE AT PORTFOLIO NAME YEAR END OF YEAR	UNIT VALUE AT YEAR BEGINNING OF YEAR -	-----	---
-- Legg Mason Partners Investment Series LMPIS				
Dividend Strategy Subaccount (5/01)..... 2006				
0.819	0.959	21,723	2005	0.828 0.819 23,093 2004
0.807	0.828	23,093	2003	0.659 0.807 20,096 2002
0.897	0.659	20,096	2001	1.000 0.897 20,096 LMPIS
Premier Selections All Cap Growth Subaccount				
(6/01)..... 2006				
0.935	0.996	1,526	2005	0.887 0.935 2,816 2004
0.869	0.887	2,816	2003	0.652 0.869 -- 2002 0.898
0.652	--	2001	1.000	0.898 -- Legg Mason Partners
Variable Portfolios V LMPVPV Small Cap Growth				
Opportunities Subaccount				
(5/01).....				
2006	1.176	1.318	23,728	2005 1.130 1.176 27,437
2004	0.986	1.130	2,533	2003 0.700 0.986 -- 2002
0.949	0.700	--	2001	1.000 0.949 -- Legg Mason
Partners Variable Portfolios I, Inc. LMPVPI All				
Cap Subaccount (Class I) (3/99)..... 2006				
1.648	1.931	199,969	2005	1.596 1.648 338,497
2004	1.486	1.596	344,257	2003 1.077 1.486
357,262	2002	1.449	1.077	340,827 2001 1.433
1.449	172,311	2000	1.222	1.433 70,934 1999 1.000
1.222	13,279	LMPVPI	Investors	Subaccount (Class
I) (3/99)..... 2006 1.372 1.609 116,024 2005				
1.298	1.372	128,604	2004	1.185 1.298 149,763
2003	0.903	1.185	151,723	2002 1.183 0.903
140,603	2001	1.244	1.183	102,276 2000 1.088
1.244	20,655	1999	1.000	1.088 5,119

ACCUMULATION UNIT VALUES (IN DOLLARS)

SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

NUMBER OF UNITS UNIT VALUE AT UNIT VALUE AT  
 OUTSTANDING AT PORTFOLIO NAME YEAR BEGINNING OF  
 YEAR END OF YEAR END OF YEAR - ----- --  
 -----  
 -- LMPVPI Small Cap Growth Subaccount (Class I)  
 (6/01).....  
 2006 1.107 1.239 5,596 2005 1.064 1.107 5,596  
 2004 0.932 1.064 -- 2003 0.631 0.932 -- 2002  
 0.974 0.631 -- 2001 1.000 0.974 997 LMPVPI Total  
 Return Subaccount (Class I) (3/99).. 2006 1.239  
 1.384 19,523 2005 1.209 1.239 23,410 2004 1.121  
 1.209 29,201 2003 0.975 1.121 13,990 2002 1.055  
 0.975 10,605 2001 1.072 1.055 7,423 2000 1.002  
 1.072 5,470 1999 1.000 1.002 -- Legg Mason  
 Partners Variable Portfolios II LMPVPII  
 Appreciation Subaccount (8/01)..... 2006  
 1.065 1.213 217,023 2005 1.029 1.065 264,932  
 2004 0.954 1.029 162,864 2003 0.772 0.954  
 100,091 2002 0.943 0.772 82,395 2001 1.000 0.943  
 14,712 LMPVPII Equity Index Subaccount (Class  
 II)  
 (3/99).....  
 2006 0.978 1.117 1,635,266 2005 0.945 0.978  
 1,770,764 2004 0.864 0.945 1,899,361 2003 0.682  
 0.864 1,719,505 2002 0.886 0.682 1,579,821 2001  
 1.019 0.886 1,055,882 2000 1.133 1.019 842,129  
 1999 1.000 1.133 207,054 LMPVPII Fundamental  
 Value Subaccount (5/01)..... 2006 1.107 1.283  
 526,606 2005 1.065 1.107 584,303 2004 0.992  
 1.065 630,507 2003 0.722 0.992 637,061 2002  
 0.924 0.722 486,577 2001 1.000 0.924 106,535

ACCUMULATION UNIT VALUES (IN DOLLARS)

SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

NUMBER OF UNITS OUTSTANDING AT YEAR END OF YEAR	UNIT VALUE AT PORTFOLIO NAME YEAR END OF YEAR	UNIT VALUE AT YEAR BEGINNING OF YEAR -	-----	---
-- Legg Mason Partners Variable Portfolios III, Inc. LMPVPIII Adjustable Rate Income Subaccount (10/03).....				
2006	1.020	1.054	76,332	2005 1.005 1.020 65,137
2004	1.001	1.005	56,767	2003 1.000 1.001 12,265
LMPVPIII Aggressive Growth Subaccount (5/01).....				
2006	1.022	1.103	731,816	2005 0.923
	1.022	833,193	2004 0.846 0.923	947,296 2003
	0.634	0.846	829,147	2002 0.949 0.634 372,023
2001	1.000	0.949	148,073	LMPVPIII High Income Subaccount (5/99).....
	2006	1.187	1.307	
45,580	2005	1.166	1.187	46,658 2004 1.065 1.166
12,147	2003	0.842	1.065	20,424 2002 0.877 0.842
17,421	2001	0.918	0.877	26,499 2000 1.007 0.918
	12,407	1999	1.000	1.007 -- LMPVPIII International All Cap Growth Subaccount (3/99).....
	2006	0.978	1.221	113,853 2005 0.883 0.978
	131,177	2004	0.755	0.883 176,162 2003 0.597
	0.755	182,229	2002	0.810 0.597 184,371 2001
1.186	0.810	202,204	2000	1.569 1.186 76,324 1999
	1.000	1.569	33,821	LMPVPIII Large Cap Growth Subaccount (3/99).....
	2006	1.030	1.068	256,366
	2005	0.987	1.030	269,310 2004 0.991 0.987
	338,275	2003	0.677	0.991 414,434 2002 0.907
	0.677	335,753	2001	1.045 0.907 323,325 2000
	1.132	1.045	265,016	1999 1.000 1.132 100,647

ACCUMULATION UNIT VALUES (IN DOLLARS)

SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

NUMBER OF UNITS OUTSTANDING AT YEAR END OF	UNIT VALUE AT PORTFOLIO NAME YEAR END OF	UNIT VALUE AT YEAR BEGINNING OF YEAR -	-----	---
-- LMPVPIII Social Awareness Stock Subaccount				
(3/99)	2006	0.957	1.023	159,985
	2005	0.925	0.957	
	142,054	2004	0.877	0.925
		210,284	2003	0.686
	0.877	190,338	2002	0.921
	0.686	205,434	2001	
	1.100	0.921	252,885	2000
	1.115	1.100	338,770	
	1999	1.000	1.115	204,232
	Lord Abnett Series Fund, Inc. Lord Abnett Growth and Income Subaccount (Class VC)			
(5/04)	2006	1.138	1.323	92,757
	2005	1.111	1.138	87,476
	2004	0.968	1.111	--
	Lord Abnett Mid-Cap Value Subaccount (Class VC)			
(7/04)	2006	1.251	1.392	77,035
	2005	1.165	1.251	97,239
	2004	1.007	1.165	34,410
	Managed Assets Trust Managed Assets Trust			
(3/99)	2006	1.243	1.286	--
	2005	1.206	1.243	979,865
	2004	1.111	1.206	
	946,294	2003	0.918	1.111
	968,180	2002	1.013	
	0.918	1,042,680	2001	1.076
	1.013	1,174,637	2000	
	1.102	1.076	913,007	1999
	1.000	1.102	232,345	
	Met Investors Series Trust MIST Batterymarch Mid-Cap Stock Subaccount (Class A)			
(1/70)	2006	1.000	1.899	242,970
	MIST BlackRock Large-Cap Core Subaccount (Class A)			
(1/70)	2006	1.000	1.130	47,332
	MIST Dreman Small-Cap Value Subaccount (Class A)			
(1/70)	2006	1.000	1.072	--
	MIST Harris Oakmark International Subaccount (Class A)			
(1/70)*	2006	1.000	1.346	67,105
	MIST Janus Capital Appreciation Subaccount (Class A)			
(1/70)	2006	1.000	0.716	1,648,856
	MIST Legg Mason Partners Managed Assets Subaccount (Class A)			
(1/70)	2006	1.000	1.366	892,153

ACCUMULATION UNIT VALUES (IN DOLLARS)

SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

NUMBER OF UNITS	UNIT VALUE AT	UNIT VALUE AT	OUTSTANDING AT	PORTFOLIO NAME	YEAR BEGINNING OF	YEAR END OF	YEAR END OF	YEAR	-----	---
-----										
-- MIST Lord Abbett Bond Debenture Subaccount (Class A)										
(1/70)	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
2006	1.000	1.166	5,612	MIST Lord Abbett Growth and Income Subaccount (Class B)						
(1/70)*	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
1.000	1.083	220,648	MIST Met/AIM Capital Appreciation Subaccount (Class A)		2006					
(1/70)	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
1.000	1.015	47,120	MIST Met/AIM Small Cap Growth Subaccount (Class A)		2006					
(1/70)	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
2006	1.000	1.030	--	MIST MFS(R) Value Subaccount (Class A)	(1/70)	.....	2006	1.000	1.432	27,241
MIST Neuberger Berman Real Estate Subaccount (Class A)										
(1/70)	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
1.000	1.227	824,805	MIST Pioneer Fund Subaccount (Class A)	(1/70)	.....	2006	1.000	1.024	62,738	
MIST Pioneer Mid-Cap Value Subaccount (Class A)										
(1/70)	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
2006	1.000	1.118	--	MIST Pioneer Strategic Income Subaccount (Class A)						
(1/70)	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
2006	1.000	1.534	177,407	MIST Third Avenue Small Cap Value Subaccount (Class B)						
(1/70)	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
1.000	1.343	11,926	MetLife Investment Funds, Inc. MetLife Investment Diversified Bond Subaccount (Class I)		2006					
(3/99)	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
1.377	1.425	4,163,264	2005	1.360	1.377	4,657,584				
2004	1.310	1.360	4,115,266	2003	1.251	1.310				
3,142,575	2002	1.157	1.251	3,360,816	2001	1.092				
1.157	2,080,975	2000	0.979	1.092	601,543	1999				
1.000	0.979	139,623	MetLife Investment International Stock Subaccount (Class I)							
(3/99)	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
1.165	1.462	1,877,384	2005	1.024	1.165	2,279,498				
2004	0.899	1.024	2,148,904	2003	0.697	0.899				
2,010,293	2002	0.904	0.697	2,025,194	2001	1.160				
0.904	1,238,125	2000	1.272	1.160	474,746	1999				
1.000	1.272	90,221								

ACCUMULATION UNIT VALUES (IN DOLLARS)

SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

NUMBER OF UNITS UNIT VALUE AT UNIT VALUE AT  
 OUTSTANDING AT PORTFOLIO NAME YEAR BEGINNING OF  
 YEAR END OF YEAR END OF YEAR - ----- --  
 -----

-- MetLife Investment Large Company Stock  
 Subaccount (Class I)  
 (3/99)..... 2006  
 0.789 0.881 4,176,636 2005 0.746 0.789 4,775,451  
 2004 0.683 0.746 4,498,084 2003 0.537 0.683  
 4,110,325 2002 0.702 0.537 3,575,681 2001 0.840  
 0.702 2,080,499 2000 0.995 0.840 959,029 1999  
 1.000 0.995 228,230 MetLife Investment Small  
 Company Stock Subaccount (Class I)  
 (3/99)..... 2006  
 2.101 2.369 824,371 2005 1.974 2.101 940,105  
 2004 1.732 1.974 879,208 2003 1.220 1.732  
 844,568 2002 1.612 1.220 739,822 2001 1.600  
 1.612 542,731 2000 1.465 1.600 462,418 1999  
 1.000 1.465 113,574 Metropolitan Series Fund,  
 Inc. MSF BlackRock Aggressive Growth Subaccount  
 (Class D)  
 (1/70).....  
 2006 1.000 1.095 166,266 MSF BlackRock Bond  
 Income Subaccount (Class A)  
 (1/70).....  
 2006 1.000 1.349 424,506 MSF BlackRock Money  
 Market Subaccount (Class A)  
 (1/70).....  
 2006 1.000 1.196 541,103 MSF FI Large Cap  
 Subaccount (Class A) (1/70)..... 2006 1.000  
 0.968 872,082 MSF FI Value Leaders Subaccount  
 (Class D)  
 (1/70).....  
 2006 1.000 1.396 1,157,148 MSF MetLife  
 Aggressive Allocation Subaccount  
 (1/70).....  
 2006 1.000 1.081 -- 2005 1.000 1.000 -- MSF  
 MetLife Conservative Allocation Subaccount  
 (1/70).....  
 2006 1.000 1.047 -- 2005 1.000 1.000 -- MSF  
 MetLife Conservative to Moderate Allocation  
 Subaccount  
 (1/70)..... 2006  
 1.000 1.053 -- 2005 1.000 1.000 -- MSF MetLife  
 Moderate Allocation Subaccount  
 (1/70).....  
 2006 1.000 1.058 -- 2005 1.000 1.000 --

ACCUMULATION UNIT VALUES (IN DOLLARS)

SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

NUMBER OF UNITS OUTSTANDING AT YEAR END OF YEAR	UNIT VALUE AT PORTFOLIO NAME YEAR END OF YEAR	AT YEAR BEGINNING OF YEAR -	UNIT VALUE AT PORTFOLIO NAME YEAR END OF YEAR	AT YEAR BEGINNING OF YEAR -	UNIT VALUE AT PORTFOLIO NAME YEAR END OF YEAR	AT YEAR BEGINNING OF YEAR -
-- MSF MetLife Moderate to Aggressive Allocation Subaccount						
(1/70)	1.000	1.112	--	2005	1.000	1.000
MSF MFS(R) Total Return Subaccount (Class F)						
(1/70)	2006	1.000	1.558	1,461,415	MSF Oppenheimer Global Equity Subaccount (Class B)	
(1/70)*	2006	1.000	1.056	269,938	MSF Western Asset Management High Yield Bond Subaccount (Class A)	
(1/70)	270,148	MSF Western Asset Management U.S. Government Subaccount (Class A)		2006	1.000	1.684
(1/70)*	574,277	Money Market Portfolio Money Market Subaccount (4/99)		2006	1.000	1.453
1.164	--	2005	1.127	1.151	847,943	2004
1.127	1,106,052	2003	1.125	1.125	1,753,058	2002
1.119	1.125	1,258,377	2001	1.087	1.119	990,283
2000	1.032	1.087	700,403	1999	1.000	1.032
Oppenheimer Variable Account Funds Oppenheimer Main Street/VA Subaccount ( Service Shares)						
(5/04)	1.131	1.198	--	2005	1.078	1.131
0.975	1.078	10,342	PIMCO Variable Insurance Trust PIMCO VIT Real Return Subaccount (Administrative Class)		2004	
(7/05)	1.012	1.011	72,677	2005	1.000	1.012
42,479 PIMCO VIT Total Return Subaccount (Administrative Class)						
(6/01)	1.260	1.298	539,536	2005	1.240	1.260
2004	1.192	1.240	378,880	2003	1.144	1.192
385,107	2002	1.057	1.144	388,046	2001	1.000
1.057 42,621						

ACCUMULATION UNIT VALUES (IN DOLLARS)

SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

NUMBER OF UNITS UNIT VALUE AT UNIT VALUE AT  
 OUTSTANDING AT PORTFOLIO NAME YEAR BEGINNING OF  
 YEAR END OF YEAR END OF YEAR - ----- --  
 -----

-- Putnam Variable Trust Putnam VT Discovery Growth Subaccount (Class IB)									
(12/01)	.....								
2006	0.839	0.925	11,671	2005	0.789	0.839	11,671		
2004	0.739	0.789	11,671	2003	0.564	0.739	11,671		
2002	0.808	0.564	11,671	2001	1.000	0.808	--		
Putnam VT International Equity Subaccount (Class IB)									
IB)									
(5/01)	.....								
2006	1.150	1.457	65,112	2005	1.033	1.150	81,614		
2004	0.897	1.033	85,063	2003	0.703	0.897	88,330		
2002	0.861	0.703	89,130	2001	1.000	0.861	36,530		
Putnam VT Small Cap Value Subaccount (Class IB)									
(6/01)	.....								
2006	1.749	2.035	278,813	2005	1.647	1.749			
319,412	2004	1.315	1.647	205,632	2003	0.886			
1,315	173,137	2002	1.093	0.886	235,414	2001			
1,000	1.093	1,734	The Travelers Series Trust						
Travelers AIM Capital Appreciation Subaccount									
(11/01)	.....								
2006	0.957	1.022	--	2005	0.887	0.957	51,831	2004	
0.840	0.887	72,426	2003	0.654	0.840	35,106	2002		
0.867	0.654	38,688	2001	1.000	0.867	--	Travelers		
Convertible Securities Subaccount									
(5/04)	.....								
2006	1.035	1.106	--	2005	1.040	1.035	5,612	2004	
0.990	1.040	--	Travelers Disciplined Mid Cap						
Stock Subaccount									
(6/99)	.....								
2006	1.812	1.984	--	2005	1.625	1.812	288,657		
2004	1.406	1.625	300,148	2003	1.060	1.406			
298,395	2002	1.247	1.060	244,570	2001	1.310			
1.247	156,409	2000	1.132	1.310	87,378	1999	1.000		
			1.132	--					

ACCUMULATION UNIT VALUES (IN DOLLARS)

SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

NUMBER OF UNITS	UNIT VALUE AT	UNIT VALUE AT	OUTSTANDING AT	PORTFOLIO NAME	YEAR BEGINNING OF	YEAR END OF	YEAR END OF	YEAR	-----	--
-----										
-- Travelers Equity Income Subaccount										
(3/99)	.....	2006	1.285	1.354	--	2005	1.240			
1.285	1,344,215	2004	1.137	1.240	1,226,765	2003				
0.874	1.137	1,133,992	2002	1.024	0.874	1,011,873				
	2001	1.105	1.024	343,935	2000	1.021	1.105			
	212,588	1999	1.000	1.021	216,322	Travelers				
Federated Stock Subaccount (4/99)..... 2006										
	1.163	1.208	--	2005	1.113	1.163	59,781	2004		
1.015	1.113	60,043	2003	0.802	1.015	60,043	2002			
1.002	0.802	52,941	2001	0.993	1.002	24,072	2000			
0.965	0.993	4,126	1999	1.000	0.965	--	Travelers			
Large Cap Subaccount (3/99)..... 2006										
	0.919	0.949	--	2005	0.852	0.919	512,059	2004		
0.807	0.852	512,693	2003	0.652	0.807	524,562				
	2002	0.851	0.652	448,487	2001	1.038	0.851			
	409,069	2000	1.224	1.038	334,348	1999	1.000			
	1.224	247,021	Travelers Mercury Large Cap Core							
			Subaccount							
(3/99)	.....	2006	0.997	1.061	--	2005	0.897	0.997	49,017	2004
0.780	0.897	15,265	2003	0.649	0.780	15,265	2002			
0.874	0.649	16,447	2001	1.136	0.874	17,029	2000			
	1.213	1.136	80,150	1999	1.000	1.213	--			

ACCUMULATION UNIT VALUES (IN DOLLARS)

SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

NUMBER OF UNITS UNIT VALUE AT UNIT VALUE AT  
 OUTSTANDING AT PORTFOLIO NAME YEAR BEGINNING OF  
 YEAR END OF YEAR END OF YEAR - ----- --  
 -----  
 -- Travelers MFS(R) Mid Cap Growth Subaccount  
 (5/99).....  
 2006 1.052 1.116 -- 2005 1.029 1.052 189,859  
 2004 0.909 1.029 247,955 2003 0.668 0.909  
 256,356 2002 1.317 0.668 249,539 2001 1.739  
 1.317 238,188 2000 1.603 1.739 201,277 1999  
 1.000 1.603 22,378 Travelers MFS(R) Total Return  
 Subaccount (4/99).. 2006 1.400 1.449 -- 2005  
 1.371 1.400 1,402,006 2004 1.240 1.371 1,303,774  
 2003 1.073 1.240 1,112,494 2002 1.141 1.073  
 994,730 2001 1.150 1.141 458,197 2000 0.994  
 1.150 177,102 1999 1.000 0.994 56,338 Travelers  
 MFS(R) Value Subaccount (5/04)..... 2006  
 1.190 1.289 -- 2005 1.127 1.190 25,099 2004  
 0.969 1.127 -- Travelers Mondrian International  
 Stock Subaccount  
 (4/99).....  
 2006 1.055 1.215 -- 2005 0.971 1.055 80,241 2004  
 0.846 0.971 81,385 2003 0.663 0.846 57,438 2002  
 0.768 0.663 39,307 2001 1.049 0.768 43,074 2000  
 1.194 1.049 43,159 1999 1.000 1.194 13,922  
 Travelers Pioneer Fund Subaccount  
 (5/99)..... 2006 0.890 0.947 -- 2005 0.847  
 0.890 62,738 2004 0.768 0.847 128,011 2003 0.625  
 0.768 139,015 2002 0.903 0.625 177,705 2001  
 1.183 0.903 175,971 2000 0.959 1.183 136,065  
 1999 1.000 0.959 52,624 Travelers Pioneer Mid  
 Cap Value Subaccount  
 (7/05).....  
 2006 1.001 1.057 -- 2005 1.000 1.001 --

ACCUMULATION UNIT VALUES (IN DOLLARS)

SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

NUMBER OF UNITS OUTSTANDING AT YEAR END OF YEAR	UNIT VALUE AT PORTFOLIO NAME YEAR END OF YEAR	UNIT VALUE AT YEAR BEGINNING OF YEAR	YEAR	UNIT VALUE AT YEAR END OF YEAR	UNIT VALUE AT YEAR BEGINNING OF YEAR	YEAR	UNIT VALUE AT YEAR END OF YEAR	UNIT VALUE AT YEAR BEGINNING OF YEAR	YEAR
-- Travelers Pioneer Strategic Income Subaccount (6/99).....									
2006	1.455	1.473	--	2005	1.415	1.455	99,903	2004	
1.285	1.415	48,519	2003	1.084	1.285	37,669	2002		
1.032	1.084	29,999	2001	0.998	1.032	17,469	2000		
1.010	0.998	--	1999	1.000	1.010	--	Travelers		
Quality Bond Subaccount (3/99)..... 2006									
1.300	1.292	--	2005	1.290	1.300	453,665	2004		
1.259	1.290	428,682	2003	1.186	1.259	336,903			
2002	1.130	1.186	324,873	2001	1.063	1.130			
229,303	2000	1.002	1.063	89,190	1999	1.000	1.002		
30,445 Travelers Strategic Equity Subaccount (3/99).....									
2006	0.871	0.911	--	2005	0.861	0.871			
578,902	2004	0.787	0.861	781,329	2003	0.598			
0.787	861,404	2002	0.908	0.598	907,697	2001			
1.057	0.908	1,013,052	2000	1.303	1.057	787,876			
1999	1.000	1.303	274,568	Travelers Style Focus Series: Small Cap Growth Subaccount (1/70).....					
2006	1.000	1.000	--	2005	1.000	1.000	--	Travelers	
Style Focus Series: Small Cap Value Subaccount (1/70).....									
2006	1.000	1.000	--	2005	1.000	1.000	--	Travelers	
U.S. Government Securities Subaccount (3/99).....									
2006	1.445	1.396	--	2005	1.396	1.445	664,291		
2004	1.326	1.396	612,998	2003	1.301	1.326			
641,656	2002	1.154	1.301	674,168	2001	1.099			
1.154	329,688	2000	0.968	1.099	147,364	1999			
	1.000	0.968	81,239						

ACCUMULATION UNIT VALUES (IN DOLLARS)

SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

NUMBER OF UNITS OUTSTANDING AT YEAR END OF YEAR	UNIT VALUE AT PORTFOLIO NAME YEAR END OF YEAR	UNIT VALUE AT YEAR BEGINNING OF YEAR -	UNIT VALUE AT YEAR END OF YEAR	UNIT VALUE AT YEAR END OF YEAR	UNIT VALUE AT YEAR END OF YEAR	UNIT VALUE AT YEAR END OF YEAR	UNIT VALUE AT YEAR END OF YEAR
-- Van Kampen Life Investment Trust Van Kampen LIT Comstock Subaccount (Class II)							
(8/03)	2006 1.512	1.741	18,593	2005 1.464	1.512	32,763	
	2004 1.257	1.464	35,463	2003 1.000	1.257	15,449	
Van Kampen LIT Enterprise Subaccount (Class II)							
(10/01)	2006 0.875	0.926	--	2005 0.817	0.875	--	2004
	0.794	0.817	--	2003 0.637	0.794	--	2002 0.911
	0.637	--	2001 1.000	0.911	--	Van Kampen LIT Strategic Growth Subaccount (Class II)	
(1/02)	2006 0.778	0.792	--	2005 0.729	0.778	--	2004
	0.688	0.729	--	2003 0.546	0.688	--	2002 0.817
	0.546	--	2001 1.000	0.817	--	Variable Insurance Products Fund VIP Asset Manager Subaccount (Service Class 2)	
(6/00)	2006 1.019	1.057	--	2005 0.990	1.019	229,844	
	2004 0.949	0.990	291,168	2003 0.813	0.949		
	262,244	2002 0.900	0.813	227,798	2001 0.949		
	0.900	178,530	2000 1.000	0.949	133,640	VIP Contrafund(R) Subaccount (Service Class 2)	
(9/01)	2006 1.432	1.583	382,235	2005 1.238	1.432		
	307,737	2004 1.083	1.238	274,073	2003 0.852		
	1.083	244,184	2002 0.950	0.852	208,513	2001	
			1.000	0.950	--		

ACCUMULATION UNIT VALUES (IN DOLLARS)

SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

NUMBER OF UNITS	UNIT VALUE AT	UNIT VALUE AT	OUTSTANDING AT	PORTFOLIO NAME	YEAR BEGINNING OF	YEAR END OF	YEAR	YEAR	YEAR	YEAR
----- VIP Dynamic Capital										
Appreciation Subaccount (Service Class 2)										
(5/01)	.....	2006								
1.157	1.306	14,225	2005	0.966	1.157					
16,820	2004	0.962	0.966	16,820	2003					
0.776	0.962	5,993	2002	0.846	0.776					
5,993	2001	1.000	0.846	-- VIP Mid Cap						
Subaccount (Service Class 2) (7/01) ..										
2006	1.830	2.040	383,405	2005	1.563					
	1.830	373,612	2004	1.264	1.563					
181,421	2003	0.921	1.264	103,818	2002					
1.032	0.921	100,887	2001	1.000	1.032					
-- Wells Fargo Variable Trust Wells										
Fargo Advantage VT Small/Mid Cap										
Value Subaccount										
(7/99)	.....									
2006	1.358	1.559	6,351	2005	1.175					
1.358	6,351	2004	1.014	1.175	6,351					
2003	0.739	1.014	9,511	2002	0.969					
0.739	9,511	2001	0.938	0.969	6,351					
2000	0.877	0.938	6,351	1999	1.000					
	0.877	6,351								

SEPARATE ACCOUNT CHARGES 1.25% 140 FL

NUMBER OF UNITS	UNIT VALUE AT	UNIT VALUE AT	OUTSTANDING AT	PORTFOLIO NAME	YEAR BEGINNING OF	YEAR END OF	YEAR	YEAR	YEAR	YEAR
----- Legg Mason Partners Variable Portfolios II										
LMPVPII Equity Index Subaccount (Class II)										
(3/99)	.....									
2006	0.862	0.967	--	2005	0.850	0.862	--	2004		
0.791	0.850	--	2003	0.636	0.791	--	2002	0.841		
0.636	--	2001	0.986	0.841	--	2000	1.117	0.986	--	
		1999	1.000	1.117	--					

## NOTES

The date next to each funding option name reflects the date money first came into the funding option through the Separate Account. Funding options not listed above had no amounts allocated to them or were not available as of December 31, 2006. Number of Units outstanding at the end of the period may include units for Contracts Owners in payout phase, where appropriate.

If an accumulation unit value has no assets and units across all sub-accounts within the Separate Account, and has had no assets and units for the history displayed on the Condensed Financial Information in the past, then it may not be displayed.

Variable Funding Option mergers and substitutions that occurred between January 1, 2005 and December 31, 2006, are displayed below. Please see Appendix F for more information on Variable Funding Option name changes, mergers and substitutions.

Effective on or about 02/25/05, The Travelers Series Trust -- MFS(R) Emerging Growth Portfolio merged into Travelers Series Trust -- MFS(R) Mid Cap Growth Portfolio and is no longer available as a funding option.

Effective on or about 05/01/06, AIM Variable Insurance Funds -- AIM V.I. Premier Equity Fund merged into AIM Variable Insurance Funds -- AIM V.I. Core Equity Portfolio and is no longer available as a funding option.

Effective on or about 05/01/06, Capital Appreciation Fund merged into Met Investors Series Trust -- Janus Capital Appreciation Portfolio -- Class A and is no longer available as a funding option.

Effective on or about 05/01/06, Managed Assets Trust merged into Metropolitan Series Fund, Inc. -- Legg Mason Partners Managed Assets Portfolio -- Class A and is no longer available as a funding option.

Effective on or about 05/01/06, Money Market Portfolio merged into Metropolitan Series Fund, Inc. -- BlackRock Money Market Portfolio -- Class A and is no longer available as a funding option.

Effective on or about 05/01/06, High Yield Bond Trust merged into Metropolitan Series Fund, Inc. -- Western Asset Management High Yield Bond Portfolio -- Class A and is no longer available as a funding option.

Effective on or about 05/01/06, The Travelers Series Trust -- Disciplined Mid-Cap Stock Portfolio merged into Met Investors Series Trust -- Batterymarch Mid-Cap Stock Portfolio -- Class A and is no longer available as a funding option.

Effective on or about 05/01/06, The Travelers Series Trust -- Style Focus Series: Small Cap Value Portfolio merged into Met Investors Series Trust -- Dreman Small-Cap Value Portfolio -- Class A and is no longer available as a funding option.

Effective on or about 05/01/06, The Travelers Series Trust -- Mondrian International Stock Portfolio merged into Met Investors Series Trust -- Harris Oakmark International Stock Portfolio -- Class A and is no longer available as a funding option.

Effective on or about 05/01/06, The Travelers Series Trust -- Convertible Securities Portfolio merged into Met Investors Series Trust -- Lord Abbett Bond Debenture Portfolio -- Class A and is no longer available as a funding option.

Effective on or about 05/01/06, The Travelers Series Trust -- Federated Stock Portfolio merged into Met Investors Series Trust -- Lord Abbett Growth and Income Portfolio -- Class B and is no longer available as a funding option.

Effective on or about 05/01/06, The Travelers Series Trust -- Mercury Large Cap Core Portfolio merged into Met Investors Series Trust -- Mercury Large-Cap Core Portfolio -- Class A and is no longer available as a funding option.

Effective on or about 05/01/06, The Travelers Series Trust -- Met AIM Capital Appreciation Portfolio merged into Met Investors Series Trust -- Met/AIM Capital Appreciation Portfolio -- Class A and is no longer available as a funding option.

Effective on or about 05/01/06, The Travelers Series Trust -- MFS(R) Value Portfolio merged into Met Investors Series Trust -- MFS(R) Value Portfolio -- Class A and is no longer available as a funding option.



Effective on or about 05/01/06, The Travelers Series Trust -- Pioneer Fund Portfolio merged into Met Investors Series Trust -- Pioneer Fund Portfolio -- Class A and is no longer available as a funding option.

Effective on or about 05/01/06, The Travelers Series Trust -- Pioneer Mid-Cap Value Portfolio merged into Met Investors Series Trust -- Pioneer Mid-Cap Value Portfolio -- Class A and is no longer available as a funding option.

Effective on or about 05/01/06, The Travelers Series Trust -- Pioneer Strategic Income Portfolio -- Class A merged into Met Investors Series Trust -- Pioneer Strategic Income Portfolio -- Class A and is no longer available as a funding option.

Effective on or about 05/01/06, The Travelers Series Trust -- MFS(R) Mid Cap Growth Portfolio merged into Metropolitan Series Fund, Inc. -- BlackRock Aggressive Growth Portfolio -- Class D and is no longer available as a funding option.

Effective on or about 05/01/06, The Travelers Series Trust -- Travelers Quality Bond Portfolio merged into Metropolitan Series Fund, Inc. -- BlackRock Bond Income Portfolio -- Class A and is no longer available as a funding option.

Effective on or about 05/01/06, The Travelers Series Trust -- Large Cap Portfolio merged into Metropolitan Series Fund, Inc. -- FI Large Cap Portfolio -- Class A and is no longer available as a funding option.

Effective on or about 05/01/06, The Travelers Series Trust -- Strategic Equity Portfolio Trust merged into Metropolitan Series Fund, Inc. -- FI Large Cap Portfolio -- Class A and is no longer available as a funding option.

Effective on or about 05/01/06, The Travelers Series Trust -- Equity Income Portfolio merged into Metropolitan Series Fund, Inc. -- FI Value Leaders Portfolio -- Class D and is no longer available as a funding option.

Effective on or about 05/01/06, The Travelers Series Trust -- MFS(R) Total Return merged into Metropolitan Series Fund, Inc. -- MFS(R) Total Return Portfolio -- Class F and is no longer available as a funding option.

Effective on or about 05/01/06, The Travelers Series Trust -- U.S. Government Securities Portfolio merged into Metropolitan Series Fund, Inc. -- Western Asset Management U.S. Government Portfolio -- Class A and is no longer available as a funding option.

Effective on or about 05/01/06, Oppenheimer Variable Account Funds -- Oppenheimer Main Street Fund/VA -- Service Shares was replaced Met Investors Series Trust -- Lord Abbett Growth and Income Portfolio -- Class B and is no longer available as a funding option.

Effective on or about 05/01/06, Franklin Templeton Variable Insurance Products Trust -- Mutual Shares Securities Fund -- Class 2 Shares was replaced by Met Investors Series Trust -- Lord Abbett Growth and Income Portfolio and is no longer available as a funding option.

Effective on or about 05/01/06, Delaware VIP Trust -- Mutual VIP REIT Series -- Standard Class was replaced by Met Investors Series Trust -- Neuberger Berman Real Estate Portfolio and is no longer available as a funding option.

Effective on or about 05/01/06, Fidelity Variable Insurance Products -- Fidelity Asset Manager Portfolio -- Service Class 2 was replaced by Metropolitan Series Fund, Inc. -- MFS(R) Total Return Portfolio -- Class F and is no longer available as a funding option.

Effective on or about 05/01/06, Janus Aspen Series -- Janus Aspen Balanced Portfolio -- Service Shares was replaced by Metropolitan Series Fund, Inc. -- MFS(R) Total Return Portfolio -- Class F and is no longer available as a funding option.

Effective on or about 05/01/06, Franklin Templeton Variable Insurance Products Trust -- Franklin Templeton Growth Securities Fund -- Class 2 Shares was replaced by Metropolitan Series Fund, Inc. -- Oppenheimer Global Equity Portfolio -- Class B and is no longer available as a funding option.

Effective on or about 05/01/06, Fidelity Variable Insurance Products Fund -- VIP Asset Manager Portfolio was replaced by Metropolitan Series Fund, Inc. -- MFS(R) Total Return Portfolio -- Class F and is no longer available as a funding option.

Effective on or about 11/13/06, Lazard Retirement Series, Inc. -- Lazard Small

Cap Portfolio was replaced by Met Investors Series Trust -- Third Avenue Small  
Cap Portfolio and is no longer available as a funding option.

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APPENDIX C

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WAIVER OF WITHDRAWAL CHARGE FOR NURSING HOME CONFINEMENT  
NOT AVAILABLE UNDER SECTION 457 PLANS  
NOT AVAILABLE IF OWNER IS AGE 71 OR OLDER ON THE CONTRACT DATE.  
PLEASE REFER TO YOUR CONTRACT FOR STATE VARIATIONS OF THIS WAIVER.

If, after the first Contract Year and before the Maturity Date, the Annuitant begins confinement in an eligible nursing home, you may surrender or make withdrawal, subject to the maximum withdrawal amount described below, without incurring a withdrawal charge. In order for the Company to waive the withdrawal charge, the withdrawal must be made during continued confinement in an eligible nursing home after the qualifying period has been satisfied, or within sixty (60) days after such confinement ends. The qualifying period is confinement in an eligible nursing home for ninety (90) consecutive days. We will require proof of confinement in a form satisfactory to us, which may include certification by a licensed physician that such confinement is medically necessary.

An eligible nursing home is defined as an institution or special nursing unit of a hospital which:

- (a) is Medicare approved as a provider of skilled nursing care services; and
- (b) is not, other than in name only, an acute care hospital, a home for the aged, a retirement home, a rest home, a community living center, or a place mainly for the treatment of alcoholism, mental illness or drug abuse.

OR

Meets all of the following standards:

- (a) is licensed as a nursing care facility by the state in which it is licensed;
- (b) is either a freestanding facility or a distinct part of another facility such as a ward, wing, unit or swing-bed of a hospital or other facility;
- (c) provides nursing care to individuals who are not able to care for themselves and who require nursing care;
- (d) provides, as a primary function, nursing care and room and board; and charges for these services;
- (e) provides care under the supervision of a licensed physician, registered nurse (RN) or licensed practical nurse (LPN);
- (f) may provide care by a licensed physical, respiratory, occupational or speech therapist; and
- (g) is not, other than in name only, an acute care hospital, a home for the aged, a retirement home, a rest home, a community living center, or a place mainly for the treatment of alcoholism, mental illness or drug abuse.

**FILING A CLAIM:** You must provide the Company with written notice of a claim during continued confinement after the 90-day qualifying period, or within sixty days after such confinement ends.

The maximum withdrawal amount for which we will waive the withdrawal charge is the Contract Value on the next Valuation Date following written proof of claim, less any Purchase Payments made within a one-year period before confinement in an eligible nursing home begins, less any Purchase Payments made on or after the Annuitant's 71st birthday.

We will pay any withdrawal requested under the scope of this waiver as soon as we receive proper written proof of your claim, and we will pay the withdrawal in a lump sum. You should consult with your personal tax adviser regarding the tax impact of any withdrawals taken from your Contract.

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APPENDIX D

MARKET VALUE ADJUSTMENT

If you have selected any period certain option, you may elect to surrender a payment equal to a portion of the present value of the remaining period certain payments any time after the first Contract Year. There is a surrender charge of 5% of the amount withdrawn under this option.

For fixed Annuity Payments, we calculate the present value of the remaining period certain payments using a current interest rate. The current interest rate is the then current annual rate of return offered by Us on a new Fixed Annuity Period Certain Only annuitizations for the amount of time remaining in the certain period. If the period of time remaining is less than the minimum length of time for which we offer a new Fixed Annuity Period Certain Only annuitization, then the interest rate will be the rate of return for that minimum length of time.

The formula for calculating the Present Value is as follows:

$$\text{Present Value} = \sum_{s=1}^N [\text{Payments} \times (1/1 + iC)^{(t/365)}]$$

Where

iC = the interest rate described above

n = the number of payments remaining in the Contract Owner's certain period at the time of request for this benefit

t = number of days remaining until that payment is made, adjusting for leap years.

If you request a percentage of the total amount available, then the remaining period certain payments will be reduced by that percentage for the remainder of the certain period. After the certain period expires, any remaining payments, if applicable, will increase to the level they would have been had no liquidation taken place.

ILLUSTRATION:

Amount Annuitized	\$12,589.80
Annuity Option	Life with 10 year certain period
Annuity Payments	\$1,000 Annually -- first payment immediately

For the purposes of illustration, assume after two years (immediately preceding the third payment), you choose to receive full liquidity, and the current rate of return that we are then crediting for 8 year fixed Period Certain Only Annuitizations is 4.00%. The total amount available for liquidity is calculated as follows:

$$1000 + (1000/1.04) + (1000/1.04)^2 + (1000/1.04)^3 + (1000/1.04)^4 + (1000/1.04)^5 + (1000/1.04)^6 + (1000/1.04)^7 = \$7002.06$$

The surrender penalty is calculated as 5% of \$7,002.06, or \$350.10.

The net result to you after subtraction of the surrender penalty of \$350.10 would be \$6,651.96.

You would receive no more payments for 8 years. After 8 years, if you are still living, you will receive \$1,000 annually until your death.

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APPENDIX E

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WHAT YOU NEED TO KNOW IF YOU ARE A TEXAS OPTIONAL  
RETIREMENT PROGRAM PARTICIPANT

If you are a participant in the Texas Optional Retirement Program, Texas law permits us to make withdrawals on your behalf only if you die, retire or terminate employment in all Texas institutions of higher education, as defined under Texas law. Any withdrawal you ask for requires a written statement from the appropriate Texas institution of higher education verifying your vesting status and (if applicable) termination of employment. Also, we require a written statement from you that you are not transferring employment to another Texas institution of higher education. If you retire or terminate employment in all Texas institutions of higher education or die before being vested, amounts provided by the state's matching contribution will be refunded to the appropriate Texas institution. We may change these restrictions or add others without your consent to the extent necessary to maintain compliance with the law.

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APPENDIX F

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ADDITIONAL INFORMATION REGARDING THE UNDERLYING FUNDS

Some of the Underlying Funds listed below were subject to a merger, substitution or other change. The charts below identify the former name and new name of each of these Underlying Funds, and, where applicable, the former name and new name of the trust of which the Underlying Fund is part.

UNDERLYING FUND NAME CHANGES

FORMER NAME  
NEW NAME - -  
-----  
-----  
-----  
-----  
-----  
-----  
-----

---- MET  
INVESTORS  
SERIES TRUST  
MET  
INVESTORS  
SERIES TRUST  
Janus  
Capital  
Appreciation  
Portfolio  
Janus Forty  
Portfolio  
LEGG MASON  
PARTNERS  
VARIABLE  
PORTFOLIOS  
III, INC.  
LEGG MASON  
PARTNERS  
VARIABLE  
EQUITY TRUST  
Growth  
Portfolio+  
Legg Mason  
Partners  
Variable  
International  
All Cap Legg  
Mason  
Partners  
Variable  
Social  
Awareness  
Opportunity  
Portfolio\*+  
Stock  
Portfolio  
Legg Mason  
Partners  
Variable  
Social  
Awareness  
LEGG MASON  
PARTNERS  
VARIABLE  
PORTFOLIO IV  
Portfolio\*  
Balanced All  
Cap Growth  
and Value  
Portfolio  
LEGG MASON  
PARTNERS  
VARIABLE



PORTFOLIOS  
I, INC LEGG  
MASON  
PARTNERS  
EQUITY  
TRUST\* Legg  
Mason  
Partners  
Variable  
Total Return  
Legg Mason  
Partners  
Variable  
Multiple  
Discipline  
Portfolio --  
Class I++  
Portfolio --  
Balanced All  
Cap Growth  
and Value  
Portfolio --  
Class I and  
renamed Legg  
Mason  
Partners  
Variable  
Capital and  
Income  
Portfolio\*\*\*.  
LEGG MASON  
PARTNERS  
VARIABLE  
PORTFOLIOS V  
LEGG MASON  
PARTNERS  
VARIABLE  
EQUITY  
TRUST\* Legg  
Mason  
Partners  
Variable  
Small Cap  
Growth Legg  
Mason  
Partners  
Variable  
Small Cap  
Growth  
Opportunities  
Portfolio --  
Class I  
Portfolio --  
Class I MET  
INVESTORS  
SERIES TRUST  
MET  
INVESTORS  
SERIES TRUST  
Pioneer Mid-  
Cap Value  
Portfolio --  
Class A  
Lazard Mid-  
Cap  
Portfolio --  
Class B  
METROPOLITAN  
SERIES FUND,  
INC. MET  
INVESTORS  
SERIES TRUST  
Western  
Asset  
Management  
High Yield  
Bond  
BlackRock  
High Yield  
Portfolio --  
Class A

Portfolio --  
Class A

- + Closed to New Investors
- \* See "Fund Family Changes and Portfolio Share Class Name Change" in this Appendix
- \*\* See "Underlying Fund Name Changes" in this Appendix





Dividend  
Strategy  
Portfolio+  
Portfolio+  
LEGG MASON  
PARTNERS  
VARIABLE  
PORTFOLIOS  
I, INC. LEGG  
MASON  
PARTNERS  
VARIABLE  
EQUITY TRUST  
Legg Mason  
Partners  
Variable  
Investors  
Portfolio  
Legg Mason  
Partners  
Variable  
Investors  
Portfolio  
Legg Mason  
Partners  
Variable  
Small Cap  
Growth Legg  
Mason  
Partners  
Variable  
Small Cap  
Growth  
Portfolio+  
Portfolio  
LEGG MASON  
PARTNERS  
VARIABLE  
PORTFOLIOS  
II LEGG  
MASON  
PARTNERS  
VARIABLE  
EQUITY TRUST  
Legg Mason  
Partners  
Variable  
Appreciation  
Portfolio --  
Legg Mason  
Partners  
Variable  
Appreciation  
Portfolio --  
Class I  
Class I\*\*  
Legg Mason  
Partners  
Variable  
Equity Index  
Portfolio  
Legg Mason  
Partners  
Variable  
Equity Index  
Portfolio  
Legg Mason  
Partners  
Variable  
Fundamental  
Value Legg  
Mason  
Partners  
Variable  
Fundamental  
Value  
Portfolio --  
Class I+  
Portfolio --  
Class I\*\*  
LEGG MASON

PARTNERS  
VARIABLE  
PORTFOLIOS  
III, INC.  
LEGG MASON  
PARTNERS  
VARIABLE  
EQUITY  
TRUST. Legg  
Mason  
Partners  
Variable  
Aggressive  
Growth Legg  
Mason  
Partners  
Variable  
Aggressive  
Growth  
Portfolio --  
Class I  
Portfolio --  
Class I\*\*+  
Legg Mason  
Partners  
Variable  
International  
All Cap Legg  
Mason  
Partners  
Variable  
International  
All Cap  
Opportunity  
Portfolio  
Opportunity  
Portfolio+  
Legg Mason  
Partners  
Variable  
Large Cap  
Growth Legg  
Mason  
Partners  
Variable  
Portfolio  
Large Cap  
Growth  
Portfolio  
Legg Mason  
Partners  
Variable  
Social  
Awareness  
Legg Mason  
Partners  
Variable  
Social  
Awareness  
Portfolio  
Portfolio++  
LEGG MASON  
PARTNERS  
VARIABLE  
PORTFOLIOS  
III, INC.  
LEGG MASON  
PARTNERS  
VARIABLE  
INCOME TRUST  
Legg Mason  
Partners  
Variable  
Adjustable  
Rate Income  
Legg Mason  
Partners  
Variable  
Adjustable  
Rate Income  
Portfolio

Portfolio  
Legg Mason  
Partners  
Variable  
High Income  
Legg Mason  
Partners  
Variable  
High Income  
Portfolio  
Portfolio  
LEGG MASON  
PARTNERS  
VARIABLE  
PORTFOLIOS  
IV LEGG  
MASON  
VARIABLE  
EQUITY TRUST  
Legg Mason  
Partners  
Variable  
Capital and  
Income Legg  
Mason  
Partners  
Variable  
Capital and  
Income  
Portfolio  
Portfolio+

UNDERLYING FUND SHARE CLASS EXCHANGE

The following former Underlying Fund share class was exchanged into the new Underlying Fund share class.

FORMER  
UNDERLYING  
FUND SHARE  
CLASS NEW  
UNDERLYING  
FUND SHARE  
CLASS - --  
-----  
-----  
-----  
-----  
-----  
-----  
-----  
-----  
-----  
-----  
-----

MET  
INVESTORS  
SERIES  
TRUST MET  
INVESTORS  
SERIES  
TRUST  
BlackRock  
Large Cap  
Core  
Portfolio  
-- Class A  
BlackRock  
Large Cap  
Core  
Portfolios  
-- Class E

- ++ See Underlying Fund Name Changes in this Appendix
- \*\* Single Share Class Structure has been renamed Class I
- + Closed to New Investors

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APPENDIX G

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PORTFOLIO LEGAL AND MARKETING NAMES

SERIES  
FUND/TRUST  
PORTFOLIO/SERIES  
MARKETING NAME  
-----  
-----  
-----  
-----  
-----  
-----  
-----  
AMERICAN FUNDS  
INSURANCE  
SERIES Global  
Growth Fund  
American Funds  
Global Growth  
Fund AMERICAN  
FUNDS INSURANCE  
SERIES Growth -  
- Income Fund  
American Funds  
Growth-Income  
Fund AMERICAN  
FUNDS INSURANCE  
SERIES Growth  
Fund American  
Funds Growth  
Fund DREYFUS  
VARIABLE  
INVESTMENT FUND  
Appreciation  
Portfolio  
Dreyfus VIF  
Appreciation  
Portfolio  
DREYFUS  
VARIABLE  
INVESTMENT FUND  
Developing  
Leaders  
Portfolio  
Dreyfus VIF  
Developing  
Leaders  
Portfolio JANUS  
ASPEN SERIES  
Mid Cap Growth  
Portfolio Janus  
Aspen Series  
Mid Cap Growth  
Portfolio JANUS  
ASPEN SERIES  
Worldwide  
Growth  
Portfolio Janus  
Aspen Series  
Worldwide  
Growth  
Portfolio  
METROPOLITAN  
SERIES FUND,  
INC. FI Large  
Cap Portfolio  
FI Large Cap  
Portfolio  
(Fidelity)  
METROPOLITAN  
SERIES FUND,  
INC. FI Value  
Leaders

Portfolio FI  
Value Leaders  
Portfolio  
(Fidelity)  
PIMCO VARIABLE  
INSURANCE TRUST  
Total Return  
Portfolio PIMCO  
VIT Total  
Return  
Portfolio  
REGISTERED  
FIXED ACCOUNT  
Registered  
Fixed Fixed  
Account VAN  
KAMPEN LIFE  
INVESTMENT  
TRUST Van  
Kampen Life  
Investment  
Trust Van  
Kampen LIT  
Comstock  
Portfolio  
Comstock  
Portfolio VAN  
KAMPEN LIFE  
INVESTMENT  
TRUST Van  
Kampen Life  
Investment  
Trust Van  
Kampen LIT  
Strategic  
Growth  
Strategic  
Growth  
Portfolio  
Portfolio VAN  
KAMPEN LIFE  
INVESTMENT  
TRUST Van  
Kampen Life  
Investment  
Trust Van  
Kampen LIT  
Enterprise  
Enterprise  
Portfolio  
Portfolio  
VARIABLE  
INSURANCE  
PRODUCTS  
Dynamic Capital  
Appreciation  
Fidelity VIP  
Dynamic Capital  
Portfolio  
Appreciation  
Portfolio  
VARIABLE  
INSURANCE  
PRODUCTS  
Contrafund(R)  
Portfolio  
Fidelity VIP  
Contrafund(R)  
Portfolio  
VARIABLE  
INSURANCE  
PRODUCTS Mid  
Cap Portfolio  
Fidelity VIP  
Mid Cap  
Portfolio



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APPENDIX H

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CONTENTS OF THE STATEMENT OF ADDITIONAL INFORMATION

The Statement of Additional Information contains more specific information and financial statements relating to MetLife Insurance Company of Connecticut or MetLife Life and Annuity Company of Connecticut. A list of the contents of the Statement of Additional Information is set forth below:

The Insurance Company  
Principal Underwriter  
Distribution and Principal Underwriting Agreement  
Valuation of Assets  
Calculation of Money Market Yield  
Federal Tax Considerations  
Independent Registered Public Accounting Firm  
Condensed Financial Information  
Financial Statements

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Copies of the Statement of Additional Information dated April 30, 2007 are available without charge. To request a copy, please clip this coupon on the line above, enter your name and address in the spaces provided below, and mail to: MetLife Insurance Company of Connecticut or MetLife Life and Annuity Company of Connecticut, Annuity Operations and Services, One Cityplace, 185 Asylum Street, 3CP, Hartford, Connecticut 06103-3415.

Name: -----

Address: -----

Check Box:

For the MetLife Insurance Company of Connecticut Statement of Additional Information, please request MIC Book 21 and for the MetLife Life and Annuity Company of Connecticut Statement of Additional Information, please request MLAC Book 21.

[ ] MIC Book 21

[ ] MLAC Book 21

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METLIFE RETIREMENT ACCOUNT ANNUITY PROSPECTUS:

METLIFE OF CT SEPARATE ACCOUNT FIVE FOR VARIABLE ANNUITIES

METLIFE OF CT SEPARATE ACCOUNT SIX FOR VARIABLE ANNUITIES

BOOK 21

APRIL 30, 2007  
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