

METLIFE RETIREMENT ACCOUNT ANNUITY PROSPECTUS:

This prospectus describes MetLife Retirement Account Annuity, a flexible premium deferred variable annuity contract (the "Contract") issued by MetLife Insurance Company of Connecticut. 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 Funding Options you select. You bear the investment risk of investing in the Funding Options. The Funding Options available for all Contracts are:

AMERICAN FUNDS INSURANCE SERIES(R) -- CLASS 2	Lazard Mid Cap Portfolio -- Class A
American Funds Global Growth Fund	Lord Abbett Bond Debenture
American Funds Growth Fund	Portfolio -- Class A
American Funds Growth-Income Fund	Lord Abbett Growth and Income
DELAWARE VIP TRUST -- STANDARD CLASS	Portfolio -- Class B
Delaware VIP Small Cap Value Series	Lord Abbett Mid Cap Value
FIDELITY(R) VARIABLE INSURANCE	Portfolio -- Class B
PRODUCTS -- SERVICE CLASS 2	PIMCO Inflation Protected Bond
Contrafund(R) Portfolio	Portfolio -- Class A
Mid Cap Portfolio	PIMCO Total Return Portfolio -- Class B
FRANKLIN TEMPLETON VARIABLE INSURANCE PRODUCTS	Pioneer Fund Portfolio -- Class A
TRUST -- CLASS 2	Pioneer Strategic Income Portfolio -- Class
Templeton Developing Markets Securities	A
Fund	Third Avenue Small Cap Value
Templeton Foreign Securities Fund	Portfolio -- Class B
JANUS ASPEN SERIES -- SERVICE SHARES	Van Kampen Comstock Portfolio -- Class B
Enterprise Portfolio	METROPOLITAN SERIES FUND, INC.
LEGG MASON PARTNERS VARIABLE EQUITY TRUST	Barclays Capital Aggregate Bond Index
Legg Mason ClearBridge Variable	Portfolio -- Class A
Appreciation Portfolio -- Class I	BlackRock Aggressive Growth
Legg Mason ClearBridge Variable Fundamental	Portfolio -- Class D
All Cap	BlackRock Bond Income Portfolio -- Class A
Value Portfolio -- Class I	BlackRock Diversified Portfolio -- Class A
Legg Mason ClearBridge Variable Large Cap	BlackRock Legacy Large Cap Growth
Growth Portfolio -- Class I	Portfolio -- Class A
Legg Mason ClearBridge Variable Large Cap	BlackRock Money Market Portfolio -- Class A
Value Portfolio -- Class I	Davis Venture Value Portfolio -- Class A
Legg Mason ClearBridge Variable Small Cap	FI Value Leaders Portfolio -- Class D
Growth Portfolio -- Class I	MetLife Aggressive Allocation
Legg Mason Investment Counsel Variable	Portfolio -- Class B
Social	MetLife Conservative Allocation
Awareness Portfolio	Portfolio -- Class B
LEGG MASON PARTNERS VARIABLE INCOME TRUST	MetLife Conservative to Moderate Allocation
Legg Mason Western Asset Variable	Portfolio -- Class B
Adjustable Rate	MetLife Moderate Allocation
Income Portfolio	Portfolio -- Class B
Legg Mason Western Asset Variable High	MetLife Moderate to Aggressive Allocation
Income Portfolio	Portfolio -- Class B
MET INVESTORS SERIES TRUST	MetLife Stock Index Portfolio -- Class A
BlackRock High Yield Portfolio -- Class A	MFS(R) Total Return Portfolio -- Class F
BlackRock Large Cap Core Portfolio -- Class	MFS(R) Value Portfolio -- Class A
E	Morgan Stanley EAFE(R) Index
Clarion Global Real Estate	Portfolio -- Class A
Portfolio -- Class A	Oppenheimer Global Equity
Dreman Small Cap Value Portfolio -- Class A	Portfolio -- Class B
Harris Oakmark International	Russell 2000(R) Index Portfolio -- Class A
Portfolio -- Class A	T. Rowe Price Small Cap Growth
Invesco Small Cap Growth Portfolio -- Class	Portfolio -- Class B
A	Western Asset Management U.S. Government
Janus Forty Portfolio -- Class A	Portfolio -- Class A

Certain Funding Options have been subject to a merger, substitution or other change. Please see "Appendix B -- Additional Information Regarding the Underlying Funds."

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 Fixed Account is described in a separate prospectus. The Contract, certain contract features and/or some of the Funding Options may not be available in all states.

This prospectus sets forth the information that you should know before investing in the Contract. This prospectus should be kept for future reference. You can receive additional information about your Contract by requesting a Statement of Additional Information ("SAI") dated May 3, 2010. 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 4700 Westown Parkway, Ste. 200, West Des Moines, IA 50266, call 1-800-842-9406, or access the SEC's website (<http://www.sec.gov>). See Appendix D 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: MAY 3, 2010

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GLOSSARY

ACCUMULATION PERIOD -- the period before the commencement of Annuity Payments.

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

ANNUITANT -- a person on whose life the Maturity Date depends, and Annuity Payments are made.

ANNUITY -- payment of income for a stated period or amount.

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

ANNUITY PERIOD -- the period following commencement of Annuity Payments.

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

BENEFICIARY(IES) -- the person(s) or trustee designated to receive any remaining contractual benefits in the event of a Participant's, Annuitant's or Contract Owner's death, as applicable.

CASH SURRENDER VALUE -- the Contract Value less any amounts deducted upon a withdrawal or surrender, outstanding loans, if available under the Contract, any applicable Premium Taxes or other surrender charges not previously deducted.

CERTIFICATE -- (if applicable), the document issued to Participants under a master group Contract. Any reference in this prospectus to the Contract includes the underlying Certificate.

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.

COMPANY (WE, US, OUR) -- MetLife Insurance Company of Connecticut.

COMPETING FUND -- any investment option under the Plan, which, in Our opinion, consists primarily of fixed-income securities and/or money market instruments.

CONTRACT -- for convenience, means the Contract or Certificate, (if applicable). For example, Contract Year also means Certificate Year.

CONTRACT DATE -- the date on which the Contract is issued. For certain group Contracts, it is the date on which the Contract becomes effective, as shown on the specifications page of the Contract.

CONTRACT OWNER -- the person named in the Contract (on the specifications page). For certain group Contracts, the Contract Owner is the trustee or other entity which owns the Contract.

CONTRACT VALUE/ ACCOUNT VALUE/ CASH VALUE -- the value of the Accumulation Units in Your Account (or a Participant's Individual Account, if applicable) less any reductions for administrative charges, (hereinafter referred to in the prospectus as Contract Value).

CONTRACT YEAR -- twelve month periods beginning with the Contract Date, or any anniversary thereof.

DEATH REPORT DATE -- the day on which we have received (i) Due Proof of Death and (ii) written payment instructions or election of spousal or Beneficiary Contract continuation in Good Order.

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.

ERISA -- The Employee Retirement Income Security Act of 1974, as amended, and all related laws and regulations which are in effect during the term of this Contract.

FIXED ACCOUNT -- an account that consists of all of the assets under the Contract other than those in the Separate Account. The Fixed Account is part of the general assets of the Company.

FIXED ANNUITY -- an Annuity payout option with payments which remain fixed as to dollar amount throughout the payment period and which do not vary with the investment experience of a Separate Account.

FUNDING OPTIONS -- the variable investment options to which Purchase Payments under the Contract may be allocated.

GOOD ORDER -- A request or transaction generally is considered in "good order" if it complies with our administrative procedures and the required information is complete and accurate. A request or transaction may be rejected or delayed if not in good order. If you have any questions, you should contact us or your sales representative before submitting the form or request.

HOME OFFICE -- the Home Office of MetLife Insurance Company of Connecticut, 1300 Hall Boulevard, Bloomfield, CT 06002-2910, or any other office that we may designate for the purpose of administering this Contract. The office that administers Your Contract is located at 4700 Westown Parkway, Ste. 200, West Des Moines, Iowa 50266.

INDIVIDUAL ACCOUNT -- an account which Accumulation Units are credited to a Participant or Beneficiary under the Contract.

MATURITY DATE/ ANNUITY COMMENCEMENT DATE -- the date on which the Annuity Payments are to begin, (hereinafter referred to in the prospectus as Maturity Date).

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

PLAN -- for a group Contract, the Plan or the arrangement used in a retirement plan or program whereby the Purchase Payments and any gains are intended to qualify under Sections 401, 403(b) or 457 of the Code.

PREMIUM TAX -- the amount of tax, if any, charged by the state or municipality.

PURCHASE PAYMENTS -- the premium payment(s) applied to the Contract, less any Premium Taxes, (if applicable).

PURCHASE PAYMENT CONSERVATION CREDIT -- an amount which may be credited to your Contract Value that equals a percentage of each Purchase Payment made where such funds originated from other Contracts issued by Us or Our affiliates.

QUALIFIED CONTRACT -- a Contract used in a retirement plan or program that is intended to qualify under Sections 401, 403, 408, 414(d) or 457 of the Code.

SEPARATE ACCOUNT -- a segregated account, 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 Securities and Exchange Commission ("SEC") in which the Subaccounts invest.

VALUATION DATE -- a day on which the New York Stock Exchange ("NYSE") is open for business. The value of each Subaccount is determined at the close of the NYSE on such days.

VALUATION PERIOD -- the period between the end of one Valuation Date and the end of the next Valuation Date.

VARIABLE ANNUITY -- an Annuity payout option providing for payments varying in amount in accordance with the investment experience of the assets held in the underlying securities of the Separate Account.

WRITTEN REQUEST -- written instructions or information sent to Us in a form and content satisfactory to Us and received in good order at Our Home Office.

YOU, YOUR -- "You", depending on the context, may be the Certificate holder, the participant or the Contract Owner and a natural person, a trust established for the benefit of a natural person or a charitable remainder trust, or a Plan (or the employer purchaser who has purchased the Contract 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.

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 Funding Options and/or to the Fixed Account that is part of the general account (the "Fixed Account"). We guarantee money directed to the Fixed Account as to principal and interest. The Funding Options fluctuate with the investment performance of the Underlying Funds and are not guaranteed. You can also lose money in the 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, pre-tax contributions accumulate on a tax-deferred basis and are taxed as income when You make a withdrawal, presumably when 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 purchase 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. For convenience, We refer to both Contracts and Certificates as "Contracts". If a group unallocated Contract is purchased, We issue only a Contract.

We issue group Contracts in connection with retirement plans. Depending on Your retirement plan provisions, certain features and/or Funding Options described in this prospectus may not be available to You. Your retirement plan provisions supersede the prospectus. If You have any questions about Your specific retirement plan, contact Your retirement plan administrator.

IS THERE A RIGHT TO RETURN PERIOD? If You cancel the Contract within ten days after You receive it, You 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 Payments allocated to a Funding Option during the right to return period; therefore, the Contract Value returned to You 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 Conservation 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 Conservation Credit. You would, however, receive any gains, and We would bear any losses attributable to the Purchase Payment Conservation Credits.

CAN YOU GIVE A GENERAL DESCRIPTION OF THE 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 Funding Options. In turn, each 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 Funding Options.

You can transfer among the 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 ("M&E") risk charge daily from the amounts You allocate to the Separate Account. We deduct the M&E risk 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 Conservation Credits withdrawn. The maximum percentage is 5% decreasing to 0% in year six or later.

Upon annuitization, if You select the Variable Annuitization Floor Benefit, there is a 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.

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 Conservation 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, as well as income taxes, and/or a penalty tax on 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. Any amounts paid will be reduced by any applicable Premium Tax, outstanding loans or surrenders not previously deducted. Please refer to the "Death Benefit" section of the prospectus for more details.

WHERE MAY I FIND OUT MORE ABOUT ACCUMULATION UNIT VALUES? The Condensed Financial Information in Appendix A 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 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 annual 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.
- 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(ies) may elect to continue his/her portion of the Contract and take the required distributions over time, rather than have the death benefit paid in a lump sum to the Beneficiary.

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 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')

The next table describes the fees and expenses that You will pay periodically during the time that You own the Contract, not including Underlying Fund fees and expenses.

ANNUAL SEPARATE ACCOUNT CHARGES
(as a percentage of the average daily net assets of the Separate Account)(3)

We will assess a minimum mortality and expense risk charge ("M&E") of 0.80% for the standard death benefit and 1.25% for the Optional Death Benefit. Below is a summary of all maximum charges that may apply, depending on the death benefit You select and the optional features You select:

Table with multiple rows of dashes representing a table structure. Includes text: STANDARD DEATH BENEFIT: OPTIONAL DEATH BENEFIT: - - -

----- 0
years 1
years 5% 1
years 2
years 4% 2
years 3
years 3% 3
years 4
years 2% 4
years 5
years 1% 5
years+ 0%

- (2) We do not currently assess the transfer charge.

- (3) We are waiving the following amounts of the M&E charge on these Subaccounts: 0.15% for the Subaccount investing in the Western Asset Management U.S. Government Portfolio of the Metropolitan Series Fund, Inc.; and 0.11% for the Subaccount investing in the BlackRock High Yield Portfolio of the Metropolitan Series Fund, Inc. We are also waiving an amount equal to the Underlying Fund expenses that are in excess of 0.91% for the Subaccount investing in the Harris Oakmark International Portfolio of the Met Investors Series Trust; 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 Pioneer Fund Portfolio -- Class A of the Met Investors Series Trust; 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; 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; 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; 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; the amount, if any, equal to the Underlying Fund expenses that are in excess of 0.84% for the Subaccount investing in T. Rowe Price Small Cap Growth Portfolio -- Class B of the Metropolitan Series Fund, Inc.; the amount, if any, equal to the Underlying Fund expenses that are in excess of 0.90% for the Subaccount investing in the Oppenheimer Global Equity Portfolio -- Class B of the Metropolitan Series Fund, Inc.; the amount, if any, equal to the Underlying Fund expenses that are in excess of 1.50% for the Subaccount investing in the Van Kampen Mid Cap Growth Portfolio -- Class B of the Met Investors Series Trust; and the amount, if any, equal to the Underlying Fund expenses that are in excess of 0.84% for the Subaccount investing in the Van Kampen Comstock Portfolio -- Class B of the Met Investors Series Trust.

UNDERLYING FUND EXPENSES AS OF DECEMBER 31, 2009 (UNLESS OTHERWISE INDICATED):

The 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. 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	
(12b-1)	
fees, and	
other	
expenses)	
0.28% 2.57%	

EXAMPLE

The example is 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. The example does not represent past or future expenses. Your actual expenses may be more or less than those shown.

The example assumes that You invest \$10,000 in the Contract for the time periods indicated and that Your investment has a 5% return each year. The example reflects the annual Contract administrative charge, factoring in that the charge is waived for Contracts over a certain value. Additionally, the example is based

on the minimum and maximum Underlying Fund total annual operating expenses shown above, and does not reflect any Underlying Fund fee waivers and/or expense reimbursements.

The example assumes that 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 NOT SURRENDERED OR IF CONTRACT IS SURRENDERED AT THE ANNUITIZED AT THE END OF END OF PERIOD SHOWN: 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.....					
\$811	\$1,190	\$1,693	\$3,383	\$386	\$1,172
\$1,976 Underlying Fund with Minimum Total Annual Operating					
Expenses.....					
\$663	\$ 744	\$ 950	\$1,896	\$239	\$ 737
\$1,261					
IF CONTRACT IS NOT SURRENDERED OR ANNUITIZED AT THE END OF PERIOD SHOWN: ----- FUNDING OPTION 10 YEARS - -----					
Underlying Fund with Maximum Total Annual Operating					
Expenses.....					
\$4,065 Underlying Fund with Minimum Total Annual Operating					
Expenses.....					
\$2,694					

CONDENSED FINANCIAL INFORMATION

See Appendix A.

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 Funding Options, 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 the retirement Plan. We will not be responsible for determining what the 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

MetLife Retirement Account Annuity is a Contract between the Contract Owner 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 Contract 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 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 Funding Options. The Contract Value is the amount of Purchase Payments and any associated Purchase Payment Conservation 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.

Purchase of this Contract through a tax-qualified retirement Plan or individual retirement Annuity does not provide any additional tax deferral benefits beyond those provided by the Plan or the individual retirement Annuity. Accordingly, if You are purchasing this Contract through a Plan or individual retirement Annuity, 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.

CIVIL UNIONS

Under the Code, spousal continuation and certain distribution options are available only to a person who is defined as a "spouse" under the federal Defense of Marriage Act or other applicable federal law. All Contract provisions will be interpreted and administered in accordance with the requirements of the Code. Therefore, under current federal law, a purchaser who has or is contemplating a civil union or same-sex marriage should note that the favorable tax treatment afforded under federal law would not be available to such same-sex partner or same-sex spouse. Same-sex partners or spouses who own or are considering the purchase of annuity products that provide benefits based upon status of a spouse should consult a tax advisor.

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. Purchase Payments may be made at any time while the Annuitant is alive and before Annuity Payments begin.

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 of Our receipt, We will return the Purchase Payment in full, unless You specifically consent for Us to keep it until You provide the necessary information.

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"). Purchase Payments allocated to the Fixed Account are not eligible for Purchase Payment Conservation Credits.

We will credit subsequent Purchase Payments to a Contract on the same business day We receive it, if received in Good Order by Our Home Office by 4:00 p.m. Eastern time. A business day is any day that the "NYSE" is open for regular trading (except when trading is restricted due to an emergency as defined by the SEC).

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.

If You send Purchase Payments or transaction requests to an address other than the one We have designated for receipt of such Purchase Payments or requests, We may return the Purchase Payment to You, or there may be a delay in applying the Purchase Payment or transaction to Your Contract.

PURCHASE PAYMENTS -- SECTION 403(B) PLANS

The Internal Revenue Service ("IRS") announced new regulations affecting Section 403(b) Plans and arrangements. As part of these regulations, which generally are effective January 1, 2009, employers will need to meet certain requirements in order for their employees' Annuity contracts that fund these programs to retain a tax deferred status under Section 403(b). Prior to the new rules, transfers of one Annuity contract to another would not result in a loss of tax deferred status under 403(b) under certain conditions (so-called "90-24 transfers"). The new regulations have the following effect regarding transfers: (1) a newly issued contract funded by a transfer which is completed AFTER September 24, 2007, is subject to the employer requirements referred to above; (2) additional Purchase Payments made AFTER September 24, 2007, to a contract that was funded by a 90-24 transfer ON OR BEFORE September 24, 2007, MAY subject the contract to this new employer requirement.

If Your Contract/Certificate was issued previously as a result of a 90-24 transfer completed on or before September 24, 2007, and You have never made salary reduction contributions into Your Contract/Certificate, We urge You to consult with Your tax adviser prior to making additional Purchase Payments.

PURCHASE PAYMENT CONSERVATION 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 Funding Options to which Your Purchase Payment was applied. Purchase Payments allocated to the Fixed Account are not eligible for Purchase Payment Conservation 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 Conservation Credits may more than offset the Purchase Payment Conservation 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 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 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 Funding Option as of the close of regular trading (generally 4:00 p.m. Eastern time) each day the NYSE 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 FUNDING OPTIONS

You choose the Funding Options to which You allocate Your Purchase Payments. From time to time We may make new Funding Options available. These 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, as amended (the "1940 Act"). 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 a number of 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 "Payments 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. These broker-dealer firms may receive payments from the Underlying Funds they recommend and may benefit accordingly from the allocation of Contract Value to such Underlying Funds. 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 SEC and applicable state insurance departments. Furthermore, we may close Underlying Funds to allocations of Purchase Payments Contract or 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 companies -- The Travelers Insurance Company and The Travelers Life and Annuity Company -- (now MetLife Insurance Company of Connecticut) -- from Citigroup. Legg Mason replaced the Citigroup affiliates as 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 affiliate MetLife Advisers, 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 the 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 Our affiliates amounts to participate in sales meetings. These amounts may be significant and may provide the adviser or subadviser (or their affiliate) with increased access to persons involved in the distribution of the Contracts.

The Company and/or certain of its affiliated insurance companies have joint ownership interests in its affiliated investment adviser MetLife Advisers, LLC, which is formed as a "limited liability company." The Company's ownership interest in MetLife Advisers, LLC entitles Us to profit distributions if the adviser makes a profit with respect to the advisory fees it receives from the Underlying Funds. The Company will benefit accordingly from assets allocated to the Underlying Funds to the extent they result in profits to the adviser.

Certain Underlying Funds have adopted a Distribution Plan under Rule 12b-1 of the 1940 Act. An Underlying Fund's 12b-1 Plan, if any, is described in more detail in the Underlying Fund's prospectus. Any payments We receive pursuant to those 12b-1 Plans are paid to Us or Our distributor. Payments under an Underlying Fund's 12b-1 Plan decrease the Underlying Fund's investment return.

We make certain payments to American Funds Distributors, Inc., principal underwriters for the American Funds Insurance Series(R). (See "Distribution of Contracts").

Each Underlying Fund has different investment objectives and risks. The Underlying Fund prospectuses contain more detailed information on each Underlying Fund's investment strategy, investment advisers and its fees. You may obtain an Underlying Fund prospectus by calling 1-800-842-9406 or through Your registered representative. We do not guarantee the investment results of the Underlying Funds.

The current Underlying Funds are listed below, along with their investment advisers and any subadviser.

FUNDING
INVESTMENT
INVESTMENT OPTION
OBJECTIVE
ADVISER/SUBADVISER

AMERICAN FUNDS
INSURANCE
SERIES(R) --
CLASS 2 American
Funds Global
Growth Seeks
long-term growth
of Capital
Research and
Management Fund
capital. Company
American Funds
Growth Fund Seeks
growth of
capital. Capital
Research and
Management
Company American

Funds Growth-
Income Seeks
long-term growth
of Capital
Research and
Management Fund
capital and
income. Company
DELAWARE VIP
TRUST -- STANDARD
CLASS Delaware
VIP Small Cap
Value Seeks
capital
appreciation.
Delaware
Management
Company Series
FIDELITY(R)
VARIABLE
INSURANCE
PRODUCTS --
SERVICE CLASS 2
Contrafund(R)
Portfolio Seeks
long-term capital
Fidelity
Management &
Research
appreciation.
Company
Subadviser: FMR
Co., Inc. Dynamic
Capital
Appreciation
Seeks capital
appreciation.
Fidelity
Management &
Research
Portfolio+
Company
Subadviser: FMR
Co., Inc.

FUNDING
INVESTMENT
INVESTMENT OPTION
OBJECTIVE
ADVISER/SUBADVISER

Mid Cap Portfolio
Seeks long-term
growth of
Fidelity
Management &
Research capital.
Company
Subadviser: FMR
Co., Inc.
FRANKLIN
TEMPLETON
VARIABLE
INSURANCE

PRODUCTS TRUST --
CLASS 2 Templeton
Developing
Markets Seeks
long-term capital
Templeton Asset
Management Ltd.
Securities Fund
appreciation.
Templeton Foreign
Securities Seeks
long-term capital
growth. Templeton
Investment

Counsel, Fund LLC
JANUS ASPEN
SERIES -- SERVICE
SHARES Enterprise
Portfolio Seeks
long-term growth
of Janus Capital
Management LLC
capital. LEGG

MASON PARTNERS
VARIABLE EQUITY
TRUST Legg Mason
ClearBridge
Variable Seeks
capital
appreciation.
Legg Mason
Partners Fund

Aggressive Growth
Advisor, LLC
Portfolio --
Class I+
Subadviser:
ClearBridge
Advisors, LLC
Legg Mason
ClearBridge

Variable Seeks
long-term
appreciation of
Legg Mason
Partners Fund
Appreciation
capital. Advisor,
LLC Portfolio --
Class I

Subadviser:
ClearBridge
Advisors, LLC

Legg Mason
ClearBridge
Variable Seeks
capital
appreciation,
Legg Mason
Partners Fund
Dividend Strategy
Portfolio+
principally
through
investments
Advisor, LLC in
dividend-paying
stocks.
Subadviser:
ClearBridge
Advisors, LLC
Legg Mason
ClearBridge
Variable Seeks a
high level of
current Legg
Mason Partners
Fund Equity
Income Builder
income. Long-term
capital Advisor,
LLC Portfolio --
Class I+
appreciation is a
secondary
Subadvisers:
ClearBridge
objective.
Advisors, LLC
Legg Mason
ClearBridge
Variable Seeks
long-term capital
growth. Legg
Mason Partners
Fund Fundamental
All Cap Value
Current income is
a secondary
Advisor, LLC
Portfolio --
Class I
consideration.
Subadviser:
ClearBridge
Advisors, LLC
Legg Mason
ClearBridge
Variable Seeks
long-term growth
of Legg Mason
Partners Fund
Large Cap Growth
capital. Advisor,
LLC Portfolio --
Class I
Subadviser:
ClearBridge
Advisors, LLC
Legg Mason
ClearBridge
Variable Seeks
long-term growth
of Legg Mason
Partners Fund
Large Cap Value
capital. Current
income is a
Advisor, LLC
Portfolio --
Class I secondary
objective.
Subadviser:
ClearBridge

Advisors, LLC
Legg Mason
ClearBridge
Variable Seeks
long-term growth
of Legg Mason
Partners Fund
Small Cap Growth
capital. Advisor,
LLC Portfolio --
Class I
Subadviser:
ClearBridge
Advisors, LLC
Legg Mason Global
Currents Seeks
total return on
assets Legg Mason
Partners Fund
Variable
International All
Cap from growth
of capital and
Advisor, LLC
Opportunity
Portfolio+
income.
Subadviser:
Global Currents
Investment
Management, LLC

FUNDING
INVESTMENT
INVESTMENT OPTION
OBJECTIVE
ADVISER/SUBADVISER

Legg Mason
Investment
Counsel Seeks
capital
appreciation and
Legg Mason
Partners Fund
Variable Social
Awareness
retention of net
investment
Advisor, LLC

Portfolio income.
Subadviser: Legg
Mason Investment
Counsel, LLC LEGG
MASON PARTNERS
VARIABLE INCOME
TRUST Legg Mason
Western Asset
Seeks to provide
high current Legg
Mason Partners
Fund Variable
Adjustable Rate
income and to
limit the degree
Advisor, LLC

Income Portfolio
of fluctuation of
its net asset
Subadviser:
Western Asset
value resulting
from movements
Management
Company in
interest rates.
Legg Mason

Western Asset
Seeks high
current income.
Legg Mason
Partners Fund
Variable High
Income Portfolio
Secondarily,
seeks capital
Advisor, LLC
appreciation.

Subadvisers:
Western Asset
Management
Company; Western
Asset Management
Company Limited
MET INVESTORS
SERIES TRUST
BlackRock High
Yield Seeks to
maximize total
return, MetLife
Advisers, LLC
Portfolio --
Class A
consistent with

income
Subadviser:
BlackRock
Financial
generation and
prudent
Management, Inc.
investment
management.
BlackRock Large
Cap Core Seeks
long-term capital
growth. MetLife
Advisers, LLC
Portfolio --
Class E
Subadviser:
BlackRock
Advisors, LLC
Clarion Global
Real Estate Seeks
total return
through MetLife
Advisers, LLC
Portfolio --
Class A
investment in
real estate
Subadviser: ING
Clarion Real
securities,
emphasizing both
Estate
Securities, LLC
capital
appreciation and
current income.
Dreman Small Cap
Value Seeks
capital
appreciation.
MetLife Advisers,
LLC Portfolio --
Class A
Subadviser:
Dreman Value
Management, LLC
Harris Oakmark
International
Seeks long-term
capital MetLife
Advisers, LLC
Portfolio --
Class A
appreciation.
Subadviser:
Harris Associates
L.P. Invesco
Small Cap Growth
Seeks long-term
growth of MetLife
Advisers, LLC
Portfolio --
Class A capital.
Subadviser:
Invesco Advisers,
Inc. Janus Forty
Portfolio --
Class A Seeks
capital
appreciation.
MetLife Advisers,
LLC Subadviser:
Janus Capital
Management LLC
Lazard Mid Cap
Seeks long-term
growth of MetLife
Advisers, LLC
Portfolio --
Class A capital.

Subadviser:
Lazard Asset
Management LLC
Lord Abbett Bond
Debenture Seeks
high current
income and
MetLife Advisers,
LLC Portfolio --
Class A the
opportunity for
capital
Subadviser: Lord,
Abbett & Co.
appreciation to
produce a high
LLC total return.
Lord Abbett
Growth and Income
Seeks long-term
growth of MetLife
Advisers, LLC
Portfolio --
Class B capital
and income
without
Subadviser: Lord,
Abbett & Co.
excessive
fluctuation in
market LLC value.
Lord Abbett Mid
Cap Value Seeks
capital
appreciation
MetLife Advisers,
LLC Portfolio --
Class B through
investments
primarily in
Subadviser: Lord,
Abbett & Co.
equity securities
which are LLC
believed to be
undervalued in
the marketplace.

FUNDING
INVESTMENT
INVESTMENT OPTION
OBJECTIVE
ADVISER/SUBADVISER

MFS(R) Emerging
Markets Equity
Seeks capital
appreciation.

MetLife Advisers,
LLC Portfolio --
Class A+

Subadviser:
Massachusetts
Financial
Services Company
MFS(R) Research
International
Seeks capital
appreciation.

MetLife Advisers,
LLC Portfolio --
Class B+

Subadviser:
Massachusetts
Financial
Services Company
Morgan Stanley
Mid Cap Growth
Seeks capital
appreciation.

MetLife Advisers,
LLC Portfolio --
Class B+

Subadviser:
Morgan Stanley
Investment
Management Inc.
PIMCO Inflation
Protected Bond
Seeks maximum
real return,

MetLife Advisers,
LLC Portfolio --
Class A

consistent with
preservation of
Subadviser:
Pacific
Investment
capital and
prudent
investment
Management
Company LLC

management. PIMCO
Total Return
Seeks maximum
total return,

MetLife Advisers,
LLC Portfolio --
Class B

consistent with
the preservation
Subadviser:
Pacific

Investment of
capital and
prudent
Management
Company LLC

investment
management.
Pioneer Fund
Portfolio --
Class Seeks
reasonable income
and MetLife
Advisers, LLC A
capital growth.
Subadviser:
Pioneer
Investment
Management, Inc.
Pioneer Strategic
Income Seeks a
high level of
current MetLife
Advisers, LLC
Portfolio --
Class A income.
Subadviser:
Pioneer
Investment
Management, Inc.
Third Avenue
Small Cap Value
Seeks long-term
capital MetLife
Advisers, LLC
Portfolio --
Class B
appreciation.
Subadviser: Third
Avenue Management
LLC Van Kampen
Comstock Seeks
capital growth
and income.
MetLife Advisers,
LLC Portfolio --
Class B
Subadviser:
Morgan Stanley
Investment
Management Inc.#
METROPOLITAN
SERIES FUND, INC.
Barclays Capital
Aggregate Bond
Seeks to equal
the performance
MetLife Advisers,
LLC Index
Portfolio --
Class A of the
Barclays Capital
U.S. Subadviser:
MetLife
Investment
Aggregate Bond
Index. Advisors
Company, LLC
BlackRock
Aggressive Growth
Seeks maximum
capital MetLife
Advisers, LLC
Portfolio --
Class D
appreciation.
Subadviser:
BlackRock
Advisors, LLC
BlackRock Bond
Income Seeks a
competitive total
return MetLife
Advisers, LLC
Portfolio --
Class A primarily
from investing in

Subadviser:
BlackRock
Advisors, fixed-
income
securities. LLC
BlackRock
Diversified Seeks
high total return
while MetLife
Advisors, LLC
Portfolio --
Class A
attempting to
limit investment
Subadviser:
BlackRock
Advisors, risk
and preserve
capital. LLC
BlackRock Legacy
Large Cap Seeks
long-term growth
of MetLife
Advisors, LLC
Growth Portfolio
-- Class A
capital.
Subadviser:
BlackRock
Advisors, LLC
BlackRock Money
Market Seeks a
high level of
current MetLife
Advisors, LLC
Portfolio --
Class A income
consistent with
Subadviser:
BlackRock
Advisors,
preservation of
capital. LLC
Davis Venture
Value Seeks
growth of
capital. MetLife
Advisors, LLC
Portfolio --
Class A
Subadviser: Davis
Selected
Advisors, L.P.

FUNDING
INVESTMENT
INVESTMENT OPTION
OBJECTIVE
ADVISER/SUBADVISER

----- FI

Value Leaders
Seeks long-term
growth of MetLife
Advisers, LLC
Portfolio --
Class D capital.

Subadviser:
Pyramis Global
Advisors, LLC
Jennison Growth
Seeks long-term
growth of MetLife
Advisers, LLC
Portfolio --
Class B+ capital.

Subadviser:
Jennison
Associates LLC
MetLife

Aggressive
Allocation Seeks
growth of
capital. MetLife

Advisers, LLC
Portfolio --
Class B MetLife
Conservative

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

MetLife
Conservative to
Moderate Seeks
high total return

in the MetLife
Advisers, LLC
Allocation
Portfolio --

Class form of
income and growth
of 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 MetLife
Stock Index Seeks
to equal the
performance
MetLife Advisers,
LLC Portfolio --
Class A of the
Standard & Poor's
500(R)
Subadviser:
MetLife
Investment
Composite Stock
Price Index.
Advisors Company,
LLC MFS(R) Total
Return Seeks a
favorable total
return MetLife
Advisers, LLC
Portfolio --
Class F through
investment in a
Subadviser:
Massachusetts
diversified
portfolio.
Financial
Services Company
MFS(R) Value
Portfolio --
Class Seeks
capital
appreciation.
MetLife Advisers,
LLC A Subadviser:
Massachusetts
Financial
Services Company
Morgan Stanley
EAFE(R) Index
Seeks to equal
the performance
MetLife Advisers,
LLC Portfolio --
Class A of the
MSCI EAFE(R)
Index.
Subadviser:
MetLife
Investment
Advisors Company,
LLC Oppenheimer
Global Equity
Seeks capital
appreciation.
MetLife Advisers,
LLC Portfolio --
Class B
Subadviser:
OppenheimerFunds,
Inc. Russell
2000(R) Index
Seeks to equal
the performance
MetLife Advisers,
LLC Portfolio --
Class A of the
Russell 2000(R)
Index.
Subadviser:
MetLife
Investment
Advisors Company,
LLC T. Rowe Price
Small Cap Growth

Seeks long-term capital growth.
MetLife Advisers, LLC Portfolio -- Class B
Subadviser: T. Rowe Price Associates, Inc. Western Asset Management U.S.
Seeks to maximize total return
MetLife Advisers, LLC Government Portfolio -- Class consistent with preservation of Subadviser: Western Asset A capital and maintenance of Management Company liquidity. WELLS FARGO VARIABLE TRUST VT Small Cap Value Fund+
Seeks long-term capital Wells Fargo Funds Management, appreciation. LLC
Subadviser: Wells Capital Management Incorporated

- - - - -
- # On or about May 28, 2010, Invesco Advisers, Inc. is expected to become the subadviser to the Van Kampen Comstock Portfolio -- Class B.
 - + Not available under all Contracts. Availability depends on Contract issue date.

Certain Funding Options have been subject to a merger, substitution or other change. Please see "Appendix B -- Additional Information Regarding the Underlying Funds".

METROPOLITAN SERIES FUND, INC. 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 portfolios 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.

FIXED ACCOUNT

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

CHARGES AND DEDUCTIONS

GENERAL

We deduct the charges described below. The charges are for the services 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; and
- 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; and
- 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; and
- 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.

Withdrawals pursuant to a request to divide Contract Value due to a divorce are subject to withdrawal charges.

WITHDRAWAL CHARGE

We do not deduct a sales charge from Purchase Payments when they are made to the Contract. However, a withdrawal charge will apply if Purchase Payments and any applicable Purchase Payment Credits are withdrawn before they have been in the Contract for five years. We will assess the charge as a percentage of the Purchase Payment and any applicable Purchase Payment Credits withdrawn as follows:

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

For purposes of the withdrawal charge calculation, withdrawals will be deemed to be taken first from:

- (a) any Purchase Payments to which no withdrawal charge applies then
- (b) any remaining free withdrawal allowance (as described below) after reduction by the amount of (a), then
- (c) any Purchase Payments to which withdrawal charges apply (on a first-

in, first-out basis) and, finally

(d) from any Contract earnings

Unless You instruct Us otherwise, We will deduct the withdrawal charge from the amount requested.

IF YOU DID NOT PURCHASE 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, other than the Liquidity Benefit Option (See "Liquidity Benefit")
- from amounts withdrawn which are deposited to other contracts issued by Us or Our affiliates, subject to Our approval
- if withdrawals are taken under Our Managed Distribution Program, if elected by You (see Access to Your Money) or
- if You are confined to an eligible nursing home, as described in Appendix G

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 G (403 (b) Plans only).

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

- from amounts withdrawn which are deposited to other investment vehicles, subject to Our approval.

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 tax 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 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 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.

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 Underlying 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 the "Payment Options" section for a description of these benefits.

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 may 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

Subject to the limitations described below, You may transfer all or part of Your Contract Value between 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 NYSE 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 NYSE 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 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 \$10 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 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 Funding Options to which Your Contract Value is allocated.

You may also transfer between the Funding Options and the Fixed Account; however, no transfers are allowed between the Fixed Account and any Competing Fund. Amounts previously transferred from the Fixed Account to the Underlying Funds may not be transferred back to the Fixed Account or any Competing Fund for a period of at least 3 months for the date of the transfer. Amounts previously transferred from a Competing Fund to an Underlying Fund, which is not a Competing Fund, may not be transferred to the Fixed Account for a period of at least 3 months from the date of the Purchase Payment. (Please refer to "Appendix F -- Competing Funds".)

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 Underlying 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 presented in the international, small-cap, and high-yield Underlying Funds (i.e., American Funds Global Growth Fund, BlackRock High Yield Portfolio, Clarion Global Real Estate Portfolio, Delaware VIP Small Cap Value Series, Dreman Small Cap Value Portfolio, Harris Oakmark International Portfolio, Invesco Small Cap Growth Portfolio, Legg Mason ClearBridge

Variable Small Cap Growth Portfolio, Legg Mason Western Asset Variable High Income Portfolio, Lord Abbett Bond Debenture Portfolio, Morgan Stanley EAFE(R) Index, Portfolio, Oppenheimer Global Equity Portfolio, Pioneer Strategic Income Portfolio Russell 2000(R) Index Portfolio, T. Rowe Price Small Cap Growth Portfolio, Templeton Developing Markets Securities Fund, Templeton Foreign Securities Fund, Legg Mason Global Currents Variable International All Cap Opportunity Portfolio, MFS(R) Emerging Markets Equity Portfolio, MFS(R) Research International Portfolio, Wells Fargo VT Small Cap Value Fund 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 treat all American Funds Insurance Series((R))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 Funds 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((R)) MONITORING POLICY. As a condition to making their portfolios available in Our products, American Funds(R) 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(R) 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(R) 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 Contract Owner; or
- reject the transfer or exchange instructions of individual Contract 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 Contract 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 Fund 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 an individual Contract Owner, 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 Contract Owners of variable insurance Contracts and/or individual retirement Plans 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 Funds (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 Funds, 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.

DOLLAR COST AVERAGING

Dollar Cost Averaging or the pre-authorized transfer program (the "DCA Program") allows You to transfer a set dollar amount to other Funding Options on a monthly or quarterly basis during the accumulation phase of the Contract. Using this method, You will purchase more Accumulation Units in a Funding Option if the value per unit is low and will purchase fewer Accumulation Units if the value per unit is high. Therefore, You may achieve a lower-than-average cost per unit in the long run if You have the financial ability to continue the program over a long enough period of time. Dollar Cost Averaging does not assure a profit or protect against a loss.

You may elect the DCA Program through Written Request or other method acceptable to Us. You must have a minimum total Contract Value of \$5,000 to enroll in the DCA Program. The minimum amount that may be transferred through this program is \$400. There is no additional fee to participate in the DCA Program.

You may establish pre-authorized transfers of Contract Values from the Fixed Account, subject to certain restrictions. Under the DCA Program, automated transfers from the Fixed Account may not deplete Your Fixed Account Value in less than twelve months from Your enrollment in the DCA Program.

You may only have one DCA Program in place at one time. We will allocate any subsequent Purchase Payments We receive within the program period selected to the current Funding Options over the remainder of that program transfer period, unless You direct otherwise.

All provisions and terms of the Contract apply to the DCA Program, including provisions relating to the transfer of money between Funding Options. We reserve the right to suspend or modify transfer privileges at any time and to assess a processing fee for this service.

ACCESS TO YOUR MONEY

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 Account or Funding Option(s) from which We are to withdraw amounts, We will make the withdrawal on a pro rata basis. The Cash Surrender Value will be determined 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 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 Contract Owner'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.

For those participating in the Texas Optional Retirement Program, withdrawals may only be made upon termination of employment, retirement or death as provided in the Texas Optional Retirement Program (See Appendix E for additional information).

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, and may be subject to withdrawal charges. 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 Program will be permitted if You are participating in the Managed Distribution Program.

OWNERSHIP PROVISIONS

TYPES OF OWNERSHIP

CONTRACT OWNER

The Contract belongs to the Contract Owner named in the Contract (on the Contract Specifications page). 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 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.

ANNUITANT

The Annuitant is the individual on whose life the Maturity Date and the amount of the monthly Annuity Payments depend.

DEATH BENEFIT

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 in Good Order ("Death Report Date").

OPTIONAL DEATH BENEFIT AND CREDIT

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

- -----

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

----- 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
5(th), and
ending with
the last
before the
Annuitant's
76(th)
birthday. -

----- Age
70-75
Greater of:
1) Contract
Value on

withdrawal, divided by (3) the Contract Value before the withdrawal.

For example, assume Your current Contract Value is \$55,000. 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:

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

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* - - - - -

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

OWNER/ANNUITANT
The Beneficiary
(ies), or if
none, to Yes
the Contract
Owner's estate.

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

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

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- - - - -

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

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* Certain payout rules of the Code are triggered upon the death of the Contract 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 Code distribution requirements, rather than receive the death benefit 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 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 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(ies) 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.

TOTAL CONTROL ACCOUNT

If Your Contract was issued in connection with a 403(b) Plan, Your Beneficiary may elect to have the Contract's death benefit proceeds paid through an account called the Total Control Account at the time for payment. The Total Control Account is an interest-bearing account through which the Beneficiary has complete access to the proceeds, with unlimited check writing privileges. We credit interest to the account at a rate that will not be less than a minimum guaranteed rate.

Assets backing the Total Control Accounts are maintained in Our general account and are subject to the claims of Our creditors. We will bear the investment experience of such assets; however, regardless of the investment experience of such assets, the interest credited to the Total Control Account will never fall below the applicable guaranteed minimum rate. Because We bear the investment experience of the assets backing the Total Control Account, We may receive a profit from these assets. The Total Control Account is not insured by the FDIC or any other governmental agency.

THE ANNUITY PERIOD

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 Annuity Payments are made. 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. You should seek independent tax advice regarding the election of minimum required distributions.

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 Funding Options. We determine the number of Annuity Units credited to the Contract by dividing the first monthly Annuity Payment attributable to each 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 3.0% or 5.0% upon each full or partial annuitization. The Contract tables factor in an assumed net investment factor of 3.0% or 5.0%. We call this Your net investment rate. Your net investment rate of 3.0% or 5.0% corresponds to an annual interest rate of 3.0% or 5.0%. This means that if the annualized investment performance, after expenses, of Your Funding Options is less than 3.0% or 5.0%, then the dollar amount of Your Variable Annuity Payments will decrease. However, if the annualized investment performance, after expenses, of Your Funding Options is greater than 3.0% or 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 those 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 for the same class of Contract Owners 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.

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:

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

Where

iC = the interest rate described above

n = the number of payments remaining in the Contract Owner's 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 H for examples of this market value adjustment.

PAYMENT OPTIONS

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, 180 or 240 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, We reserve 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 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. Where required by state law or under a qualified retirement plan, the Annuitant's sex will not be taken into account in calculating Annuity Payments. Annuity rates will not be less than the rates guaranteed by the Contract at the time of purchase for the assumed investment return and annuity option elected. Due to underwriting, administrative or Code considerations, the choice of percentage reduction and/or the duration of the guarantee period may be limited.

Option 1 -- Life Annuity -- No Refund. The Company will make Annuity Payments during the lifetime of the Annuitant, terminating with the last payment preceding death. While this option offers the maximum periodic payments, there is no assurance of a minimum number of payments nor a 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, payments will be continued during the remainder of the period to the Beneficiary designated.

Option 3 -- Joint and Last Survivor Life Annuity -- No Refund. The Company will make 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. There is no assurance of a minimum number of payments, nor is there a provision for a death benefit upon the survivor's death.

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. One of the two persons will be designated as the primary payee. The other will be designated as secondary payee. On the death of the secondary payee, if survived by the primary 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, if survived by the secondary 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 (Term Certain). 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 adviser 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

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 Funding Options during the right to return period; therefore, if Your state only requires return of Contract Value, the Contract Value returned 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 the 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 the Contract is terminated, We will pay You the Cash Surrender Value less any applicable Premium Tax,. 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 NYSE is closed; (2) when trading on the NYSE 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 of 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. At any time, 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 overpayments or 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.

FUNDING OPTIONS

The Company reserves the right, subject to compliance with the law, to substitute investment alternatives under the Contract and/or offer additional Funding Options.

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 Funding Options do not currently foresee any such disadvantages either to Variable Annuity Contract Owners or variable life policy owners, each Funding Option's Board of Directors intends to monitor events in order to identify any material conflicts between them and to 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.

THE SEPARATE ACCOUNT

The Company issues the Contract under Separate Account Eleven. Separate Account Eleven was established on November 14, 2002 and is registered with SEC as a unit investment trust under the Investment Company Act of 1940, as amended. Prior to December 8, 2008, the Company issued the Contract under MetLife of CT Separate Account Five for Variable Annuities ("Separate Account Five") and Separate Account Six for Variable Annuities ("Separate Account Six"). On December 8, 2008 Separate Account Five and Separate Account Six, along with certain other separate accounts were combined with and into Separate Account Eleven.

We hold the assets of the Separate Account for the exclusive benefit of the owners of the 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.

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 Code, and the regulations thereunder.

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

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 and Annuity Payments 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 and our long term ability to make such payments. We issue other annuity contracts and life insurance policies where We pay all money We owe under those contracts and policies from Our general account. We are regulated as an insurance company under state law, which includes generally limits on the amount and type of investments in its general

account. However, there is no guarantee that We will be able to meet Our claims paying obligations; there are risks to purchasing any insurance product.

PERFORMANCE INFORMATION

In advertisements for the Contract, We may include performance figures to show You how a 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 Funding Option and are not an indication of how a Funding Option will perform in the future.

Our advertisements may show performance figures assuming that You do not elect any optional features. However, if You elect any optional features, they involve additional charges that will cause the performance of Your Funding Options to decrease. 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 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 Funding Option. In those cases, We can create "hypothetical historical performance" of a Funding Option. These figures show the performance that the Funding 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

The following information on taxes is a general discussion of the subject. It is not intended as tax advice. The Internal Revenue Code ("Code") is complex and subject to change regularly. Failure to comply with the tax law may result in significant adverse tax consequences and IRS penalties. Consult Your own tax advisor about Your circumstances, any recent tax developments, and the impact of state income taxation. For purposes of this section, We address Contracts and Annuity Payments under the Contracts together.

You should read the general provisions and any sections relating to Your type of annuity to familiarize Yourself with some of the tax rules for Your particular Contract.

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).

Where otherwise permitted under the Contract, the transfer of ownership of a Contract, the designation or change in designation of an Annuitant, payee or other Beneficiary who is not also a Contract Owner, the selection of certain Maturity Dates, the exchange of a Contract, or the receipt of a Contract in an exchange, may result in income tax and other tax consequences, including additional withholding, estate tax, gift tax and generation skipping transfer tax, that are not discussed in this prospectus. Please consult Your tax advisor.

ANNUITY PURCHASES BY NONRESIDENT ALIENS AND FOREIGN CORPORATIONS

Purchasers that are not U.S. citizens or residents will generally be subject to U.S. federal withholding tax on taxable distributions from annuity Contracts at a 30% rate, unless a lower treaty rate applies. In addition, purchasers may be subject to state and/or municipal taxes and taxes that may be imposed by the purchaser's country of citizenship or residence. Prospective purchasers are advised to consult with a qualified tax advisor regarding U.S. state and foreign taxation with respect to purchasing an annuity Contract.

We do not expect to incur federal, state or local income taxes on the earnings or realized capital gains attributable to the Separate Account. However, if We do incur such taxes in the future, We reserve the right to charge amounts allocated to the Separate Account for these taxes.

To the extent permitted under federal tax law, We may claim the benefit of the corporate dividends received deduction and of certain foreign tax credits attributable to taxes paid by certain of the Underlying Funds to foreign jurisdictions.

GENERAL

Contracts are a means of setting aside money for future needs-usually retirement. Congress recognizes how important saving for retirement is and has provided special rules in the Code.

All tax-sheltered annuities ("TSAs"), individual retirement annuities ("IRAs") (including Simplified Employee Pensions ("SEP"s), and 401(k) Plans receive tax deferral under the Code. Although there are no additional tax benefits by funding such retirement arrangements with an annuity, doing so offers You additional insurance benefits such as the availability of a guaranteed income for life.

Under current federal income tax law, the taxable portion of distributions and withdrawals from variable annuity Contracts (including TSAs, IRAs and 401(k)s) are subject to ordinary income tax and are not eligible for the lower tax rates that apply to long term capital gains and qualifying dividends.

WITHDRAWALS

When money is withdrawn from Your Contract (whether by You or Your Beneficiary), the amount treated as taxable income and taxed as ordinary income differs depending on the type of annuity You purchase (e.g., IRA or TSA); and payment method or Annuity Payment type You elect. If You meet certain requirements Your designated Roth (or Roth IRA) earnings are free from federal income taxes.

We will withhold a portion of the amount of Your withdrawal for income taxes, unless You are eligible to and elect otherwise. The amount We withhold is determined by the Code.

WITHDRAWALS BEFORE AGE 59 1/2

Because these products are intended for retirement, if You make a taxable withdrawal before age 59 1/2 You may incur a 10% tax penalty, in addition to ordinary income taxes. See "Separate Account Charges" for further information regarding withdrawals.

As indicated in the chart below, some taxable distributions prior to age 59 1/2 are exempt from the penalty. Some of these exceptions include amounts received:

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403(B) NON-
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CONTRACT
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IRA SEP QUAL

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annually (or
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SYSTEMATIC WITHDRAWAL PROGRAM FOR SUBSTANTIALLY EQUAL PERIODIC PAYMENTS (SEPP) AND INCOME OPTIONS

If You are considering using the Systematic Withdrawal Program or selecting an Annuity option for the purpose of meeting the SEPP exception to the 10% tax penalty, consult with Your tax advisor. It is not clear whether certain withdrawals or Annuity Payments under a variable annuity will satisfy the SEPP exception.

If You receive systematic payments that You intend to qualify for the SEPP exception, any modifications (except due to death or disability) to Your payment before age 59 1/2 or within five years after beginning SEPP payments, whichever is later, will result in the retroactive imposition of the 10% penalty with interest. Such modifications may include additional Purchase Payments or withdrawals (including tax-free transfers or rollovers of income payments) from the Contract.

SEPARATE ACCOUNT CHARGES

It is conceivable that the charges for certain benefits such as any of the guaranteed death benefits and certain living benefits could be considered to be taxable each year as deemed distributions from the Contract to pay for non-annuity benefits. We currently treat these charges as an intrinsic part of the Contract and do not tax report these as taxable income. However, it is possible that this may change in the future if We determine that this is required by the IRS. If so, the charge could also be subject to a 10% penalty tax if the taxpayer is under age 59 1/2.

QUALIFIED CONTRACTS - GENERALLY

PURCHASE PAYMENTS

Generally, all Purchase Payments will be contributed on a "before-tax" basis. This means that the Purchase Payments entitle You to a tax deduction or are not subject to current income tax.

Under some circumstances "after-tax" Purchase Payments can be made to certain annuities. These Purchase Payments do not reduce Your taxable income or give You a tax deduction.

There are different annual Purchase Payments limits for the annuities offered in this prospectus. Purchase Payments in excess of the limits may result in adverse tax consequences.

Your Contract may accept certain direct transfers and rollovers from other qualified Plan accounts and contracts: such transfers and rollovers are generally not subject to annual limitations on Purchase Payments.

WITHDRAWALS, TRANSFERS AND ANNUITY PAYMENTS

Because Your Purchase Payments are generally on a before-tax basis, You generally pay income taxes on the full amount of money You withdraw as well as income earned under the Contract. Withdrawals and annuity payments attributable to any after-tax contributions are not subject to income tax (except for the portion of the withdrawal or payment allocable to earnings).

If certain requirements are met, You may be able to transfer amounts in Your Contract to another eligible retirement Plan or IRA. For 457(b) Plans maintained by non-governmental employers, if certain conditions are met, amounts may be transferred into another 457(b) Plan maintained by a non-governmental employer.

Your Contract is not forfeitable (e.g., not subject to claims of Your creditors) and You may not transfer it to someone else. An important exception is that Your account may be transferred pursuant to a qualified domestic relations order (QDRO).

Please consult the specific section for the type of annuity You purchased to determine if there are restrictions on withdrawals, transfers or annuity payments.

Minimum distribution requirements also apply to the Contracts. These are described separately later in this section.

Certain mandatory distributions made to participants in an amount in excess of \$1,000 (but less than \$5,000) must be automatically rolled over to an IRA designated by the Plan, unless the participant elects to receive it in cash or roll it over to a different IRA or eligible retirement Plan.

ELIGIBLE ROLLOVER DISTRIBUTIONS AND 20% MANDATORY WITHHOLDING

We are required to withhold 20% of the taxable portion of Your withdrawal that constitutes an "eligible rollover distribution" for federal income taxes. We are not required to withhold this money if You direct Us, the trustee or the custodian of the Plan, to directly rollover Your eligible rollover distribution to a Traditional IRA or another eligible retirement Plan.

Generally, an "eligible rollover distribution" is any taxable amount You receive from Your Contract. (In certain cases, after-tax amounts may also be considered eligible rollover distributions). However, it does not include taxable distributions such as:

- Withdrawals made to satisfy minimum distribution requirements
- Certain withdrawals on account of financial hardship

Other exceptions to the definition of eligible rollover distribution may exist.

For taxable withdrawals that are not "eligible rollover distributions," the Code requires different withholding rules. The withholding amounts are determined at the time of payment. In certain instances, You may elect out of these withholding requirements. You may be subject to the 10% penalty tax if You withdraw taxable money before You turn age 59 1/2.

MINIMUM DISTRIBUTION REQUIREMENTS

Generally, You must begin receiving retirement plan withdrawals by April 1 of the latter of:

- the calendar year following the year in which You reach age 70 1/2 or
- the calendar year following the calendar year You retire, provided You do not own 5% or more of Your employer.

For IRAs (including SEPs), You must begin receiving withdrawals by April 1 of the year after You reach age 70 1/2 even if You have not retired.

You (and after Your death, Your designated beneficiaries) generally do not have to take the required minimum distribution ("RMD") for 2009. If Your first RMD would have been due by April 1, 2010, You are not required to take such distribution; however, Your 2010 RMD is due by December 31, 2010. For after-death RMDs, the five year rule is applied without regard to calendar year 2009. For instance, for a Contract Owner who died in 2007, the five year period would end in 2013 instead of 2012. This RMD waiver does not apply if You are receiving Annuity Payments under Your Contract. The RMD rules are complex, so consult with Your tax advisor because the application of these rules to Your particular circumstances may have been impacted by the 2009 RMD waiver.

In general the amount of required minimum distribution (including death benefit distributions discussed below) must be calculated separately with respect to each 403(b) arrangement, but then the aggregate amount of the required distribution may be taken under the tax law from any one or more of the participant's several 403(b) arrangements. Otherwise, You may not satisfy minimum distributions for an employer's qualified Plan (i.e., 401(a), 403(a), 457(b)) with distributions from another qualified Plan of the same or a different employer.

Complex rules apply to the calculation of these withdrawals. A tax penalty of 50% applies to withdrawals which should have been taken but were not. It is not clear whether annuity payments under a variable annuity will satisfy these rules. Consult Your tax advisor prior to choosing a pay-out option.

In general the amount of required minimum distribution (including death benefit distributions discussed below) must be calculated separately with respect to each IRA or SEP IRA, but then the aggregate amount of the required distribution may be generally taken under the tax law for the IRAs/SEP IRAs from any one or more of the taxpayer's IRAs/SEP IRAs.

You may not satisfy minimum distributions for one type of IRA or qualified Plan with distributions from an account or annuity contract under another type of IRA or qualified Plan (e.g. IRA and 403(b)).

In general, Income Tax regulations permit income payments to increase based not only with respect to the investment experience of the Underlying Funds but also with respect to actuarial gains. Additionally, these regulations permit payments under immediate annuities to increase due to a full withdrawal or to a partial withdrawal under certain circumstances.

The regulations also require that the value of benefits under a deferred annuity including certain death benefits in excess of cash value must be added to the amount credited to Your account in computing the amount required to be distributed over the applicable period. You should consult Your own tax advisor as to how these rules affect Your own Contract. We will provide You with additional information regarding the amount that is subject to minimum distribution under this rule.

If You intend to receive Your minimum distributions which are payable over the joint lives of You and a Beneficiary who is not Your spouse (or over a period not exceeding the joint life expectancy of You and Your non-spousal Beneficiary), be advised that federal tax rules may require that payments be made over a shorter period or may require that payments to the beneficiary be reduced after Your death to meet the minimum distribution incidental benefit rules and avoid the 50% excise tax. Consult Your tax advisor.

DEATH BENEFITS

The death benefit is taxable to the recipient in the same manner as if paid to the Contract owner (under the rules for withdrawals or annuity payments, whichever is applicable).

Generally, if You die before required minimum distribution withdrawals have begun, We must make payment of Your entire interest by December 31st of the year that is the fifth anniversary of Your death or begin making payments over a period and in a manner allowed by the Code to Your beneficiary by December 31st of the year after Your death. Consult Your tax advisor because the application of these rules to Your particular circumstances may have been impacted by the 2009 RMD waiver (see Minimum Distribution Requirements section for additional information).

If Your spouse is Your Beneficiary, and Your Contract permits, Your spouse may delay the start of these payments until December 31 of the year in which You would have reached age 70 1/2. Alternatively, if Your spouse is Your sole Beneficiary and Your contract is an IRA, he or she may elect to rollover the death proceeds into his or her own IRA (or, if You meet certain requirements, a Roth IRA and pay tax on the taxable portion of the death proceeds in the year of the rollover) and treat the IRA (or Roth IRA) as his or her own.

If Your spouse is Your Beneficiary, Your spouse may also be able to rollover the death proceeds into another eligible retirement Plan in which he or she participates, if permitted under the receiving Plan.

Under federal tax rules, a same-sex spouse is treated as a non-spouse beneficiary.

If Your spouse is not Your Beneficiary and Your Contract permits, Your Beneficiary may also be able to rollover the death proceeds via a direct trustee-to-trustee transfer into an inherited IRA. However, such Beneficiary may not treat the inherited IRA as his or her own IRA. Starting in 2010, certain employer Plans (i.e. 401(a), 403(a), 403(b), and governmental 457 Plans) are required to permit a non-spouse direct trustee-to-trustee rollover.

If You die after required distributions begin, payments of Your entire remaining interest must be made in a manner and over a period as provided under the Code (and any applicable regulations).

If an individual retirement annuity Contract is issued in Your name after Your death for the benefit of Your designated Beneficiary with a Purchase Payment which is directly transferred to the Contract from another IRA or eligible retirement Plan, the death benefit must continue to be distributed to Your Beneficiary's Beneficiary in a manner at least as rapidly as the method of distribution in effect at the time of Your Beneficiary's death.

INCIDENTAL BENEFITS

Certain death benefits may be considered incidental benefits under a tax qualified Plan, which are limited under the Code. Failure to satisfy these limitations may have adverse tax consequences to the Plan and to the participant.

Where otherwise permitted to be offered under annuity contracts issued in connection with qualified Plans, the amount of life insurance is limited under the incidental death benefit rules. You should consult Your own tax advisor prior to purchase of the Contract under any type of IRA, 403(b) arrangement or qualified Plan as a violation of these requirements could result in adverse tax consequences to the Plan and to the participant including current taxation of amounts under the Contract.

TAX SHELTERED ANNUITIES (ERISA AND NON-ERISA) - 403(B)

Tax Sheltered Annuities fall under Section 403(b) of the Code ("403(b) arrangements"), which provides certain tax benefits to eligible employees of public school systems and organizations that are tax exempt under Section 501(c)(3) of the Code.

In general, contributions to Section 403(b) arrangements are subject to contribution limitations under Section 415(c) of the Code (the lesser of 100% of includable compensation or the applicable limit for the year).

On July 26, 2007, final 403(b) regulations were issued by the U.S. Treasury which will impact how We administer Your 403(b) Contract. In order to satisfy the 403(b) final regulations and prevent Your Contract from being subject to adverse tax consequences including potential penalties, contract exchanges after September 24, 2007 must, at minimum, meet the following requirements: (1) the Plan must allow the exchange, (2) the exchange must not result in a reduction in the Participant or Beneficiary's accumulated benefit, (3) the receiving contract includes distribution restrictions that are no less stringent than those imposed on the contract being exchanged, and (4) the employer enters into an agreement with the issuer of the receiving contract to provide information to enable the contract provider to comply with Code requirements. Such information would include details concerning severance from employment, hardship withdrawals, loans and tax basis. You should consult Your tax or legal counsel for any advice relating to Contract exchanges or any other matter relating to these regulations.

WITHDRAWALS AND INCOME PAYMENTS

If You are under 59 1/2, You generally cannot withdraw money from Your TSA Contract unless the withdrawal:

- Relates to Purchase Payments made prior to 1989 (and pre-1989 earnings on those Purchase Payments);
- Is directly transferred to another permissible investment under 403(b) arrangements;
- Relates to amounts that are not salary reduction elective deferrals if Your Plan allows it;
- Occurs after You die, leave Your job or become disabled (as defined by the Code);
- Is for financial hardship (but only to the extent of Purchase Payments) if Your Plan allows it;
- Relates to distributions attributable to certain TSA Plan terminations if the conditions of the new income tax regulations are met;
- Relates to rollover or after-tax contributions; or
- Is for the purchase of permissive service credit under a governmental defined benefit Plan.

Recent income tax regulations also provide certain new restrictions on

withdrawals of amounts from TSAs that are not attributable to salary reduction contributions. Under these regulations, a Section 403(b) Contract is permitted to distribute retirement benefits attributable to pre-tax contributions other than elective deferrals to the Participant no

earlier than upon the earlier of the Participant's severance from employment or upon the prior occurrence of some event such as after a fixed number of years, the attainment of a stated age, or disability.

DESIGNATED ROTH ACCOUNT FOR 403(B) PLANS

Employers that established and maintain a 403(b) Plan ("the Plan") may also establish a Qualified Roth Contribution Program under Section 402A of the Code ("Designated Roth Accounts") to accept after tax contributions as part of the TSA Plan. In accordance with Our administrative procedures, We may permit these contributions to be made as Purchase Payments to a 403(b) Contract under the following conditions:

- The employer maintaining the Plan has demonstrated to Our satisfaction that Designated Roth Accounts are permitted under the Plan.
- In accordance with Our administrative procedures, the amount of elective deferrals has been irrevocably designated as an after-tax contribution to the Designated Roth Account.
- All state regulatory approvals have been obtained to permit the Contract to accept such after-tax elective deferral contributions (and, where permitted under the Qualified Roth Contribution Program and the Contract, rollovers and trustee-to trustee transfers from other Designated Roth Accounts).
- In accordance with Our procedures and in a form satisfactory to Us, We may accept rollovers from other funding vehicles under any Qualified Roth Contribution Program of the same type in which the employee participates as well as trustee-to-trustee transfers from other funding vehicles under the same Qualified Roth Contribution Program for which the participant is making elective deferral contributions to the Contract.
- No other contribution types (including employer contributions, matching contributions, etc.) will be allowed as designated Roth contributions, unless they become permitted under the Code.
- If permitted under the federal tax law, We may permit both pre-tax contributions under a 403(b) Plan as well as after-tax contributions under that Plan's Qualified Roth Contribution Program to be made under the same Contract as well as rollover contributions and contributions by trustee-to-trustee transfers. In such cases, We will account separately for the designated Roth contributions and the earnings thereon from the contributions and earnings made under the pre-tax TSA Plan (whether made as elective deferrals, rollover contributions or trustee-to-trustee transfers). As between the pre-tax or traditional Plan and the Qualified Roth Contribution Program, We will allocate any living benefits or death benefits provided under the Contract on a reasonable basis, as permitted under the tax law.
- We may refuse to accept contributions made as rollovers and trustee-to trustee transfers, unless We are furnished with a breakdown as between participant contributions and earnings at the time of the contribution.

You and Your employer should consult their own tax and legal advisors prior to making or permitting contributions to be made to a Qualified Roth Contribution Program.

The IRS was given authority in the final Roth account regulations to issue additional guidance addressing the potential for improper transfers of value to Roth accounts due to the allocation of contract income, expenses, gains and losses. The IRS has not issued the additional guidance and, as a result, there is uncertainty regarding the status of Roth accounts and particularly Roth accounts under annuity contracts that allocate charges for guarantees. You should consult Your tax or legal counsel for advice relating to Roth accounts and other matters relating to the final Roth account regulations.

SECTION 403(B) COLLATERALIZED LOANS

If Your employer's plan and TSA Contract permits loans, such loans will be made only from any fixed account value and only up to certain limits. In that case, We credit Your fixed account value up to the amount of the outstanding loan balance with a rate of interest that is less than the interest rate We charge for the loan.

The Code and applicable income tax regulations limit the amount that may be borrowed from Your Contract and all of Your employer Plans in the aggregate and also require that loans be repaid, at a minimum, in scheduled level payments over a proscribed term.

Your employer's plan and Contract will indicate whether loans are permitted. The terms of the loan are governed by the Contract and loan agreement. Failure to satisfy loan limits under the Code or to make any scheduled payments according to the terms of Your loan agreement and federal tax law could have adverse tax consequences. Consult Your tax advisor and read Your loan agreement and Contract prior to taking any loan.

INDIVIDUAL RETIREMENT ANNUITIES ("IRAS")

TRADITIONAL IRAS, ROTH IRAS AND SEPS

The sale of a Contract for use with an IRA may be subject to special disclosure requirements of the IRS. Purchasers of a Contract for use with IRAs will be provided with supplemental information required by the IRS or other appropriate agency. A Contract issued in connection with an IRA may be amended as necessary to conform to the requirements of the Code.

IRA Contracts may not invest in life insurance. The Contract offers death benefits and optional benefits that in some cases may exceed the greater of the Purchase Payments or the Account Value which could conceivably be characterized as life insurance.

Generally, except for Roth IRAs, IRAs can accept deductible (or pre-tax) Purchase Payments. Deductible or pre-tax Purchase Payments will be taxed when distributed from the Contract.

You must be both the Contract Owner and the Annuitant under the Contract. Your IRA annuity is not forfeitable and You may not transfer, assign or pledge it to someone else. You are not permitted to borrow from the Contract. You can transfer Your IRA proceeds to a similar IRA or certain eligible retirement Plans of an employer without incurring federal income taxes if certain conditions are satisfied.

Consult Your tax advisor prior to the purchase of the Contract as a Traditional IRA, Roth IRA or SEP.

TRADITIONAL IRA ANNUITIES

PURCHASE PAYMENTS

Purchase Payments (except for permissible rollovers and direct transfers) are generally not permitted after the calendar year in which You attain age 69 1/2.

Except for permissible rollovers and direct transfers, Purchase Payments to Traditional and Roth IRAs for individuals under age 50 are limited to the lesser of 100% of compensation or the deductible amount established each year under the Code. A Purchase Payment up to the deductible amount can also be made for a non-working spouse provided the couple's compensation is at least equal to their aggregate contributions. For additional information see IRS Publication 590 available at www.irs.gov.

- Individuals age 50 or older can make an additional "catch-up" Purchase Payment (assuming the individual has sufficient compensation).
- If You are an active participant in a retirement Plan of an employer, Your contributions may be limited.
- Purchase Payments in excess of these amounts may be subject to a penalty tax.
- If contributions are being made under a SEP or a SAR-SEP Plan of Your employer, additional amounts may be contributed as permitted by the Code and the terms of the employer's Plan.
- These age and dollar limits do not apply to tax-free rollovers or transfers from other IRAs or other eligible retirement Plans.
- If certain conditions are met, You can change Your Traditional IRA Purchase Payment to a Roth IRA before You file Your income tax return (including filing extensions).

WITHDRAWALS AND ANNUITY PAYMENTS

Withdrawals (other than tax free transfers or rollovers to other individual retirement arrangements or eligible retirement Plans) and Annuity Payments are included in income except for the portion that represents a return of non-deductible Purchase Payments. This portion is generally determined based on a ratio of all non-deductible Purchase Payments to the total values of all Your Traditional IRAs. We withhold a portion of the amount of Your withdrawal for income taxes, unless You elect otherwise. The amount We withhold is determined by the Code. Also see general section titled "Withdrawals" above.

DEATH BENEFITS

The death benefit is taxable to the recipient in the same manner as if paid to the Contract Owner (under the rules for withdrawals or Annuity Payments, whichever is applicable).

Generally, if You die before required minimum distribution withdrawals have begun, We must make payment of Your entire interest by December 31st of the year that is the fifth anniversary of Your death or begin making payments over a period and in a manner allowed by the Code to Your Beneficiary by December 31st of the year after Your death. Consult Your tax advisor because the application of these rules to Your particular circumstances may have been impacted by the 2009 RMD waiver (see Minimum Distribution Requirements section for additional information).

If Your spouse is Your Beneficiary, and Your Contract permits, Your spouse may delay the start of these payments until December 31 of the year in which You would have reached age 70 1/2. Alternatively, if Your spouse is Your Beneficiary, he or she may elect to continue as "Contract Owner" of the Contract.

Under federal tax rules, a same-sex spouse is treated as a non-spouse beneficiary.

If You die after required distributions begin, payments of Your entire remaining interest must be made in a manner and over a period as provided under the Code (and any applicable regulations).

If the Contract is issued in Your name after Your death for the benefit of Your designated Beneficiary with a Purchase Payment which is directly transferred to the Contract from another IRA account or IRA annuity You owned, the death benefit must continue to be distributed to Your Beneficiary's Beneficiary in a manner at least as rapidly as the method of distribution in effect at the time of Your Beneficiary's death.

ROTH IRA ANNUITIES

Roth IRAs are different from other IRAs because You have the opportunity to enjoy tax-free earnings. However, You can only make after-tax Purchase Payments to a Roth IRA.

PURCHASE PAYMENTS

Roth IRA Purchase Payments for individuals under age 50 are non-deductible and are limited, in a manner similar to IRAs, to the lesser of 100% of compensation or the annual deductible IRA amount. This limit includes contributions to all Your Traditional and Roth IRAs for the year. Individuals age 50 or older can make an additional "catch-up" Purchase Payment each year (assuming the individual has sufficient compensation).

You may contribute up to the annual Purchase Payment limit if Your modified adjusted gross income does not exceed certain limits. Purchase Payments are phased out depending on Your modified adjusted gross income and Your filing status. See IRS Publication 590 available at www.irs.gov for additional information.

Further, with respect to Traditional IRA amounts which were converted to a Roth IRA, such conversion must have occurred at least five years prior to purchase of this Contract. Consult Your independent tax advisor.

Annual Purchase Payments limits do not apply to a rollover from a Roth IRA to another Roth IRA or a conversion from a Traditional IRA to a Roth IRA. You can contribute to a Roth IRA after age 70 1/2. If certain conditions are met, You can change Your Roth IRA contribution to a Traditional IRA before You file Your income return (including filing extensions).

Roth IRAs may also accept a rollover from other types of eligible retirement Plans (e.g., 403(b), 401(a), and 457(b) Plans of a state or local government employer) if Code requirements are met. The taxable portion of the proceeds are subject to income tax in the year the rollover distribution occurs.

If You exceed the Purchase Payment limits You may be subject to a tax penalty.

WITHDRAWALS

Generally, withdrawals of earnings from Roth IRAs are free from federal income tax if they meet the following two requirements:

- The withdrawal is made at least five taxable years after Your first Purchase Payment to a Roth IRA, And
- The withdrawal is made: on or after the date You reach age 59 1/2; upon Your death or disability; or for a qualified first time home purchase (up to \$10,000).

Withdrawals of earnings which do not meet these requirements are taxable and a 10% penalty tax may apply if made before age 59 1/2. See Withdrawal chart above. Consult Your tax advisor to determine if an exception applies.

Withdrawals from a Roth IRA are made first from Purchase Payments and then from earnings. Generally, You do not pay income tax on withdrawals of Purchase Payments. However, withdrawals of the taxable amounts converted from a non-Roth IRA prior to age 59 1/2 will be subject to the 10% penalty tax (unless You meet an exception) if made within 5 taxable years of such conversion. See withdrawals chart above.

The order in which money is withdrawn from a Roth IRA is as follows (all Roth IRAs owned by a taxpayer are combined for withdrawal purposes):

- The first money withdrawn is any annual (non-conversion/rollover) contributions to the Roth IRA. These are received tax and penalty free.
- The next money withdrawn is from conversion/rollover contributions from a non-Roth IRA or an eligible retirement plan (other than a designated Roth account), on a first-in, first-out basis. For these purposes, distributions are treated as coming first from the portion of the conversion/rollover contribution that was subject to income tax as a result of the conversion. As previously discussed, depending upon when it occurs, withdrawals of the taxable amounts converted may be subject to a penalty tax, or result in the acceleration of inclusion of income.
- The next money withdrawn is from earnings in the Roth IRA. This is received tax-free if it meets the requirements previously discussed; otherwise it is subject to federal income tax and an additional 10% penalty tax may apply if You are under age 59 1/2.
- We may be required to withhold a portion of Your withdrawal for income taxes, unless You elect otherwise. The amount will be determined by the Code.

CONVERSION

You may convert/rollover an existing Traditional IRA or an eligible retirement plan (other than a designated Roth account) to a Roth IRA.

Except to the extent You have non-deductible contributions, the amount converted from an existing IRA or eligible retirement plan (other than a designated Roth account) into a Roth IRA is taxable. Generally, the 10% withdrawal penalty does not apply to conversions/rollovers. (See exception discussed previously.)

For conversions occurring in 2010, the taxable amount distributed (or treated as distributed) in 2010 and then converted into a Roth IRA may be included in Your taxable income ratably over 2011 and 2012 and does not have to be included in Your taxable income in 2010.

Caution: The IRS issued guidance in 2005 requiring the taxable amount converted be based on the fair market value of the entire IRA annuity contract being converted or redesignated into a Roth IRA. Such fair market value, in general, is to be determined by taking into account the value of all benefits (both living benefits and death benefits) in addition to the Account Value; as well as adding back certain loads and charges incurred during the prior

12 months period. Your Contract may include such benefits, and applicable charges. Accordingly, taxpayers considering redesignating a Traditional IRA annuity into a Roth IRA annuity should consult their own tax advisor prior to converting. The taxable amount may exceed the Account Value at date of conversion.

Amounts converted from a Traditional IRA or eligible retirement Plan (other than a designated Roth account) to a Roth IRA generally will be subject to income tax withholding. The amount withheld is determined by the Code.

If You mistakenly convert or otherwise wish to change Your Roth IRA contribution to a Traditional IRA contribution, the tax law allows You to reverse Your conversion provided You do so before You file Your tax return for the year of the contribution and if certain conditions are met.

REQUIRED DISTRIBUTIONS

Required minimum distribution rules that apply to other types of IRAs while You are alive do not apply to Roth IRAs. However, in general, the same rules with respect to minimum distributions required to be made to a Beneficiary after Your death under Traditional IRAs do apply to Roth IRAs. Note, as previously mentioned, certain required minimum distributions are waived for 2009. Consult Your tax advisor because the application of these rules to Your particular circumstances may have been impacted by the 2009 RMD waiver

Note that where payments under a Roth immediate Annuity have begun prior to Your death the remaining interest in the Contract must be paid to Your designated Beneficiary by the end of the fifth year following Your death or over a period no longer than the Beneficiary's remaining life expectancy at the time You die.

DEATH BENEFITS

Generally, when You die We must make payment of Your entire interest by the December 31st of the year that is the fifth anniversary of Your death or begin making payments over a period and in a manner allowed by the Code to Your Beneficiary by December 31st of the year after Your death.

If Your spouse is Your Beneficiary, Your spouse may delay the start of required payments until December 31st of the year in which You would have reached age 70 1/2.

If Your spouse is Your Beneficiary, he or she may elect to continue as "Contract Owner" of the Contract.

SEPS ANNUITIES

The Code provides certain contribution limitations and eligibility requirements under SEP arrangements. The minimum distribution requirements are generally the same as Traditional IRAs.

PURCHASE PAYMENTS TO SEPS.

If contributions are being made under a SEP Plan of Your employer, additional amounts may be contributed as permitted by the Code and the terms of the employer's Plan.

Except for permissible contributions under the Code made in accordance with the employer's SEP Plan, permissible rollovers and direct transfers, Purchase Payments to SEPs for individuals under age 50 are limited to the lesser of 100% of compensation or the deductible amount each year. This deductible amount is \$5,000 in 2008 (adjusted for inflation thereafter).

Participants age 50 or older can make an additional "catch-up" Purchase Payment of \$1,000 a year (assuming the individual has sufficient compensation). Purchase Payments in excess of this amount may be subject to a penalty tax.

Purchase Payments (except for permissible rollovers and direct transfers) are generally not permitted after the calendar year in which You attain age 69 1/2. These age and dollar limits do not apply to tax-free rollovers or transfers.

WITHDRAWALS AND ANNUITY PAYMENTS

Withdrawals and Annuity Payments are included in income except for the portion that represents a return of non-deductible Purchase Payments. This portion is generally determined based on a ratio of all non-deductible Purchase Payments to the total values of all Your Traditional IRAs in the case of SEPs.

DEATH BENEFITS

The death benefit is taxable to the recipient in the same manner as if paid to the owner (under the rules for withdrawals or Annuity Payments, whichever is applicable).

Generally, if You die before required minimum distribution withdrawals have begun, We must make payment of Your entire interest by December 31st of the year that is the fifth anniversary of Your death or begin making payments over a period and in a manner allowed by the Code to Your Beneficiary by December 31st of the year after Your death. Consult Your tax advisor because the application of these rules to Your particular circumstances may have been impacted by the 2009 RMD waiver (see Minimum Distribution Requirements Section for additional information).

If Your spouse is Your Beneficiary, Your spouse may delay the start of these payments until December 31 of the year in which You would have reached age 70 1/2. Alternatively, if Your spouse is Your Beneficiary, he or she may elect to continue as "Contract Owner" of the Contract and treat it as his/her own Traditional IRA (in the case of SEPs).

If You die after required distributions begin, payments of Your entire remaining interest must be made in a manner and over a period as provided under the Code (and any applicable regulations).

If the Contract is issued in Your name after Your death for the benefit of Your designated Beneficiary with a Purchase Payment which is directly transferred to the Contract from another IRA account or IRA annuity You owned, the death benefit must continue to be distributed to Your Beneficiary's Beneficiary in a manner at least as rapidly as the method of distribution in effect at the time of Your Beneficiary's death.

401(K)

The tax rules regarding retirement Plans are complex. We do not give tax advice. Please consult Your tax advisor about Your particular situation.

See the "General" and the "Qualified Contracts -- Generally" headings under this section for a brief description of the tax rules that apply to 401(k)s.

NON-QUALIFIED ANNUITIES

- Purchase Payments to non-qualified Contracts are on an "after-tax" basis, so You only pay income taxes on Your earnings. Generally, these earnings are taxed when received from the Contract.
- Under the Code, withdrawals need not be made by a particular age. However, it is possible that the IRS 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.
- Your non-qualified Contract may be exchanged for another non-qualified annuity or a qualified long-term care contract under Section 1035 without paying income taxes if certain Code requirements are met. Once Annuity Payments have commenced, You may not be able to transfer withdrawals to another non-qualified annuity contract or a long-term care contract in a tax-free Section 1035 exchange.
- The IRS recently issued guidance under which direct transfers of less than the entire account value from one non-qualified annuity to another non-qualified annuity ("partial exchange") on or after June 30, 2008, may be treated as a taxable withdrawal rather than a non-taxable exchange under certain circumstances. Such circumstances generally include situations where amounts are withdrawn or annuity payments are made from either contract involved in the partial exchange within a period of twelve months following the transfers. Certain exceptions may apply. It is not clear whether this guidance applies to a partial exchange involving qualified long-term care contracts. Consult Your own independent tax advisor prior to a partial exchange.
- Consult Your tax advisor prior to changing the Annuitant or prior to changing the date You determine to commence Annuity Payments if permitted under the terms of Your Contract. It is conceivable that the IRS could consider such actions to be a taxable exchange of annuity Contracts.

- Where otherwise permitted under the Contract, pledges, assignments and other types of transfers of all or a portion of Your Account Value generally result in the immediate taxation of the gain in Your Contract. This rule may not apply to certain transfers between spouses.
- Contracts issued after October 21, 1988 by the same insurance company or affiliates to an owner in the same year are combined for tax purposes. As a result, a greater portion of Your withdrawals may be considered taxable income than You would otherwise expect.
- When a non-natural person owns a non-qualified Contract, the annuity will generally not be treated as an annuity for tax purposes and thus loses the benefit of tax deferral. Corporations and certain other entities are generally considered non-natural persons. However, an annuity owned by a non-natural person as agent for an individual will be treated as an annuity for tax purposes.
- In those limited situations where the annuity is beneficially owned by a non-natural person and the annuity qualifies as such for federal income tax purposes, the entity may have a limited ability to deduct interest. Certain income annuities under Section 72(u)(4) of the Code purchased with a single payment consisting of substantially equal periodic payments with a Maturity Date within 12 months of purchase may also be considered annuities for federal income tax purposes where owned by a non-natural person.

PURCHASE PAYMENTS

Although the Code does not limit the amount of Your Purchase Payments, Your Contract may limit them.

PARTIAL AND FULL WITHDRAWALS

Generally, when You (or Your Beneficiary in the case of a death benefit) make a partial withdrawal from Your non-qualified annuity, the Code treats such a partial withdrawal as: first coming from earnings (and thus subject to income tax); and then from Your Purchase Payments (which are not subject to income tax). This rule does not apply to payments made pursuant to an income pay-out option under Your Contract. In the case of a full withdrawal, the withdrawn amounts are treated as first coming from Your non-taxable return of Purchase Payment and then from a taxable payment of earnings.

Generally, once the total amount treated as a return of Your Purchase Payment equals the amount of such Purchase Payment (reduced by any refund or guarantee feature as required by federal tax law), all remaining withdrawals are fully taxable. If You die before the Purchase Payment is returned, the unreturned amount may be deductible on Your final income tax return or deductible by Your Beneficiary if Annuity Payments continue after Your death. We will tell You what Your Purchase Payment was and whether a withdrawal includes a non-taxable return of Your Purchase Payment.

ANNUITY PAYMENTS

Annuity Payments are subject to an "exclusion ratio" or "excludable amount" which determines how much of each payment is treated as: a non-taxable return of Your Purchase Payments and a taxable payment of earnings.

Annuity Payments and amounts received on the exercise of a withdrawal or partial withdrawal option under Your non-qualified annuity may not be transferred in a tax-free exchange into another annuity contract. In accordance with Our procedures, such amounts will instead be taxable under the rules for Annuity Payments or withdrawals, whichever is applicable.

Generally, once the total amount treated as a return of Your Purchase Payment equals the amount of such Purchase Payment (reduced by any refund or guarantee feature as required by federal tax law), all remaining Annuity Payments are fully taxable. If You die before the Purchase Payment is returned, the unreturned amount may be deductible on Your final income tax return or deductible by Your Beneficiary if Annuity Payments continue after Your death. We will tell You what Your Purchase Payment was and to what extent an Annuity Payment includes a non-taxable return of Your Purchase Payment.

The IRS has not approved the use of an exclusion ratio when only part of an Account Value is used to convert to Annuity Payments.

We will treat the application of less than Your entire Account Value under a non-qualified Contract to a pay-out option (taking an immediate annuity) as a taxable withdrawal for federal income tax purposes and also as subject to the 10% penalty tax (if You are under age 59 1/2) in addition to ordinary income tax. We will then treat the amount of the withdrawal as the purchase price of an immediate annuity and tax report the Annuity Payments received under the rules for variable immediate annuities. Consult Your tax attorney prior to partially annuitizing Your Contract.

The IRS has not specifically approved the use of a method to calculate an excludable amount with respect to a variable immediate annuity where transfers/reallocations are permitted between subaccounts or from a subaccount into a fixed option.

We generally will tell You how much of each Annuity Payment is a return of non-taxable Purchase Payments. We will determine such excludable amount for each Annuity Payment under the Contract as a whole by using the rules applicable to variable Annuity Payments in general (i.e., by dividing Your after-tax purchase price, as adjusted for any refund or guarantee feature by the number of expected Annuity Payments from the appropriate IRS table). However, it is possible that the IRS could conclude that the taxable portion of Annuity Payments under a non-qualified Contract is an amount greater (or lesser) than the taxable amount determined by Us and reported by Us to You and the IRS.

Generally, once the total amount treated as a non-taxable return of Your Purchase Payment equals Your Purchase Payment, then all remaining payments are fully taxable. We will withhold a portion of the taxable amount of Your Annuity Payment for income taxes, unless You elect otherwise. The amount We withhold is determined by the Code

If the amount of Annuity Payments received in any calendar year is less than the excludable amount applicable to the year, the excess is not allowable as a deduction. However, You may generally elect the year in which to begin to apply this excess ratably to increase the excludable amount attributable to future years. Consult Your tax advisor as to the details and consequences of making such election. Also, consult Your tax advisor as to the tax treatment of any unrecovered after-tax cost in the year that the Contract terminates.

DEATH BENEFITS

The death benefit under an annuity is generally taxable to the recipient in the same manner as if paid to the Contract Owner (under the rules for withdrawals or Annuity Payments, whichever is applicable).

If You die before the annuity starting date, as defined under Treasury Regulations, payments must begin for a period and in a manner allowed by the Code (and any regulations thereunder) to Your Beneficiary within one year of the date of Your death or, if not, payment of Your entire interest in the Contract must be made within five years of the date of Your death. If Your spouse is Your Beneficiary, he or she may elect to continue as Contract Owner.

If You die on or after the annuity starting date, as defined under Treasury Regulations, payments must continue to be made at least as rapidly as before Your death in accordance with the Annuity Option selected.

If You die before all Purchase Payments are returned, the unreturned amount may be deductible on Your final income tax return or excluded from income by Your Beneficiary if Annuity Payments continue after Your death.

In the case of joint Contract Owners, the above rules will be applied on the death of any Contract Owner.

Where the Contract Owner is not a natural person, these rules will be applied on the death of any Annuitant (or on the change in Annuitant, if permitted under the Contract).

If death benefit payments are being made to Your designated Beneficiary and he/she dies prior to receiving the entire remaining interest in the Contract, such remaining interest will be paid out at least as rapidly as under the distribution method being used at the time of Your designated Beneficiary's death.

After Your death, if Your designated Beneficiary dies prior to electing a method for the payment of the death benefit, the remaining interest in the Contract will be paid out in a lump sum. In all cases, such payments will be made within five years of the date of Your death.

DIVERSIFICATION

In order for Your non-qualified Contract to be considered an annuity Contract for federal income tax purposes, We must comply with certain diversification standards with respect to the investments underlying the Contract. We believe that We satisfy and will continue to satisfy these diversification standards. Inadvertent failure to meet these standards may be correctable. Failure to meet these standards would result in immediate taxation to Contract Owners of gains under their Contract.

INVESTOR CONTROL

In certain circumstances, owners of variable annuity Contracts have been considered to be the owners of the assets of the underlying Separate Account for federal income tax purposes due to their ability to exercise investment control over those assets. When this is the case, the Contract Owners have been currently taxed on income and gains attributable to the variable account assets. There is little guidance in this area, and some features of the Contract, such as the number of Funding Options available and the flexibility of the Contract Owner to allocate Purchase Payments and transfer amounts among the Funding Options have not been addressed in public rulings. While We believe that the Contract does not give the Contract Owner investment control over Separate Account assets, We reserve the right to modify the Contract as necessary to prevent a Contract Owner from being treated as the owner of the Separate Account assets supporting the Contract.

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/reallocations between Subaccounts or transfers/reallocations from a Subaccount to a fixed account or Fixed Annuity option.
- 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/reallocations 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.

PUERTO RICO TAX CONSIDERATIONS

The Puerto Rico Internal Revenue Code of 1994 (the "1994 Code") provides the following tax treatment for Contracts issued to Contract Owners in the Commonwealth of Puerto Rico.

GENERAL TAX TREATMENT OF ANNUITIES

For Puerto Rico tax purposes, amounts received as an annuity under an annuity contract are defined as amounts (determined based on a computation with reference to life expectancy and mortality tables) received in periodical installments and payable over a period longer than one year from the annuity starting date.

Annuity payments generally have two elements: a part that constitutes a return of the annuity's cost (return of capital) and a part that constitutes income.

From each annuity payment received, taxpayers must include in their gross income for income tax purposes the lower of (a) the annuity payments received during the taxable year, or (b) 3% of the aggregate premiums or consideration paid for the annuity divided by 12 and multiplied by the number of months in respect to which the installment is paid. The excess over the 3% is excluded from gross income until the aggregate premiums or consideration is recovered.

Once the annuity's cost has been fully recovered, all of the annuity payment constitutes taxable income. There is no penalty tax on early distributions from annuity contracts.

No gain or loss has to be generally recognized when certain insurance policies are exchanged for other insurance policies. These tax free exchanges include a life insurance contract for another or for an endowment or annuity contract (or a combination thereof). The total amount received, within the same taxable year, from a variable annuity contract issued by an eligible insurance company, may be taxed as a long-term capital gain at the rate in effect at the time of the transaction. Effective July 1, 2007, the rate in effect is 10%.

In the case of individuals, estates and trusts whose adjusted gross income exceeds \$100,000 (\$150,000 for married couples filing a joint return), a special temporary surtax of 5% will be added to the above described tax liability. The surtax is calculated taking as the basis the described tax so that the total or resulting tax liability is 105% of the tax determined. Certain credits may be used against the special surtax like the credit for taxes withheld on dividends or partnership profits distributions or the credit for foreign taxes paid to the U.S. and foreign countries. This special surtax is in effect for taxable years beginning December 31, 2008 and before January 1, 2012.

A VARIABLE ANNUITY CONTRACT UNDER NON-QUALIFIED PLANS

A variable annuity contract may be purchased by an employer under a non-qualified stock bonus, pension, profit-sharing or annuity plan. The employer may purchase the annuity contract and transfer it to a trust created under the terms of the non-qualified plan or can make contributions to the non-qualified trust in order to provide (an) annuity contract(s) for his employees.

The purchase payments paid or the employer's contributions made to a trust under a plan during a taxable year of the employer which ends within or with a taxable year of the trust shall be included in the gross income of the employee, if his beneficial interest in the employer's contribution is non-forfeitable at the time the contribution is made. An employee's beneficial interest in the contributions is non-forfeitable if there is no contingency under the plan which may cause the employee to lose his rights in the contribution.

When the contributions are included in the employee's gross income, they are considered part of the consideration paid by him for the annuity. The amounts contributed by the employer constitute consideration paid by the employee which is taken into account for purposes of determining the taxable amount of each annuity payment received.

The contributions paid by the employer to or under the non-qualified plan for providing retirement benefits to the employees under an annuity or insurance contract are deductible in the taxable year when paid if the employee's rights to or derived from such employer's contribution are non-forfeitable at the time the contribution is made.

If an amount is paid on behalf of the employee during the taxable year but the rights of the employee therein are forfeitable at the time the amount is paid, no employer deduction is allowable for such amount for any taxable year.

A non-qualified plan may not be subject to certain rules which apply to a qualified plan such as rules regarding participation, vesting, and funding. Thus, non-qualified annuity plans may be used by an employer to provide additional benefits to key employees.

Since a non-qualified trust is not tax-exempt, the trust itself will be taxable on the income of the trust assets.

A VARIABLE ANNUITY CONTRACT UNDER A QUALIFIED PLAN

A variable annuity contract may be purchased by an employer for an employee under a qualified pension, profit-sharing, stock bonus, annuity, or a cash or deferred arrangement ("CODA") plan established pursuant to Section 1165 of the 1994 Code. The employer has two alternatives: (1) purchase the annuity contract and transfer the same to the trust under the plan, or (2) make contributions to a trust under a qualified plan for the purpose of providing an annuity contract for an employee.

Qualified plans must comply with the requirements of Section 1165(a) of the 1994 Code which include, among others, certain participation requirements.

The trust created under the qualified plan is exempt from tax on its investment income.

a. Contributions

The employer is entitled, in determining its net taxable income, to claim a current income tax deduction for contributions made to the

trust created under the terms of a qualified plan. However, statutory

limitations on the deductibility of contributions made to the trust under a qualified plan limit the amount of funds that may be contributed each year.

b. Distributions

The amount paid by the employer towards the purchase of the variable annuity contract or contributed to the trust for providing variable annuity contracts for the employees is not required to be included in the income of the employee. However, any amount received or made available to the employee under the qualified plan is includible in the gross income of the employee in the taxable year in which received or made available.

In such case, the amount paid or contributed by the employer shall not constitute consideration paid by the employee for the variable annuity contract for purposes of determining the amount of annuity payments required to be included in the employee's gross income. Thus, amounts actually distributed or made available to any employee under the qualified plan shall be included in their entirety in the employee's gross income.

Lump-sum proceeds from a Puerto Rico qualified retirement plan due to separation from service will generally be taxed at a 20% capital gain tax rate to be withheld at the source.

A special rate of 10% may apply instead, if the plan satisfies the following requirements: (1) the plan's trust is organized under the laws of Puerto Rico, or has a Puerto Rico resident trustee and uses such trustee as paying agent; and (2) after December 31, 2007, 10% of all plan's trust assets attributable to participants which are Puerto Rico residents must be invested in "property located in Puerto Rico" for a three-year period. If those two requirements are not satisfied, the distribution will generally be subject to the 20% tax rate. The three-year period includes the year of the distribution and the two immediately preceding years. Property located in Puerto Rico includes Shares of stock of a Puerto Rico corporation, bonds, notes and other evidence of indebtedness issued by the Commonwealth of Puerto Rico or the instrumentalities thereof.

In the case of individuals whose adjusted gross income exceeds \$100,000 (\$150,000 for married couples filing a joint return), a special temporary surtax of 5% will be added to the above described tax liability. The surtax is calculated taking as the basis the described tax so that the total or resulting tax liability is 105% of the tax determined. Certain credits may be used against the special surtax like the credit for taxes withheld on dividends or partnership profits distributions or the credit for foreign taxes paid to the U.S. and foreign countries. This special surtax is in effect for taxable years beginning December 31, 2008 and before January 1, 2012.

The 1994 Code does not impose a penalty tax in cases of early (premature) distributions from a qualified plan.

c. Rollover

Deferral of the recognition of income continues upon the receipt of a distribution by a participant from a qualified plan, if the total distribution is contributed to another qualified retirement plan or traditional individual retirement account ("IRA") for the employee's benefit no later than sixty (60) days after the distribution.

ERISA CONSIDERATIONS

In the context of a Puerto Rico qualified retirement plan trust, the IRS has recently held that the transfer of assets and liabilities from a qualified retirement plan trust under the Code to that type of plan would generally be treated as a distribution includible in gross income for U. S. income tax purposes even if the Puerto Rico retirement plan is a plan described in ERISA Section 1022(i)(1). By contrast, a transfer from a qualified retirement plan trust under the Code to a Puerto Rico qualified retirement plan trust that has made an election under ERISA Section 1022(i)(2) is not treated as a distribution from the transferor plan for U.S. income tax purposes because a Puerto Rico retirement plan that has made an election under ERISA Section 1022(i)(2) is treated as a qualified retirement plan for purposes Code Section 401(a). The IRS has determined that the above described rules prescribing the inclusion in income of transfers of assets and liabilities to a Puerto Rico retirement plan trust described in ERISA Section 1022(i)(1) would be applicable to transfers taking effect after December 31, 2010.

INFORMATION INCORPORATED BY REFERENCE

Under the Securities Act of 1933, the Company has filed with the Securities and Exchange Commission ("SEC") 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 annual report on Form 10-K was filed with the SEC on March 24, 2010 via EDGAR File No. 033-03094. The Form 10-K contains information for the period ended December 31, 2009 about the Company, including consolidated audited financial statements for the Company's latest fiscal year. The Form 10-K is incorporated by reference into this prospectus. All other reports filed by the Company pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended ("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, 2009 are also incorporated by reference into this prospectus. We are not incorporating by reference, in any case, any documents or information deemed to have been furnished and not filed in accordance with SEC rules.

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 consolidated 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, 1300 Hall Boulevard, Bloomfield, Connecticut, 06002-2910. The telephone number is 1-800-842-9406. You may also access the incorporated reports and other documents at 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>.

EXPERTS

Legal matters in connection with federal laws and regulations affecting the issue and sale of the Contracts described in this prospectus and the organization of the Company, its authority to issue such Contracts under Connecticut law and the validity of the forms of the Contracts under Connecticut law have been passed on by legal counsel for the Company.

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The consolidated financial statements, and the related financial statement schedules, incorporated by reference in this Registration Statement from the MetLife Insurance Company of Connecticut and subsidiaries' (the "Company's") Annual Report on Form 10-K for the year ended December 31, 2009, have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report (which expresses an unqualified opinion and includes an explanatory paragraph regarding changes in the Company's method of accounting for the recognition and presentation of other-than-temporary impairment losses for certain investments as required by accounting guidance adopted on April 1, 2009, its method of accounting for certain assets and liabilities to a fair value measurement approach as required by accounting guidance adopted on January 1, 2008, and its method of accounting for deferred acquisition costs as required by accounting guidance adopted on January 1, 2007), which is incorporated herein by reference. Such consolidated financial statements and financial statement schedules have been so incorporated in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

The principal address of Deloitte & Touche LLP is Two World Financial Center, New York, NY 10281-1414.

OTHER INFORMATION

THE INSURANCE COMPANY

MetLife Insurance Company of Connecticut (the "Company") 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 1300 Hall Boulevard, Bloomfield, Connecticut 06002-2910.

FINANCIAL STATEMENTS

The financial statements for the insurance company and for the Separate Accounts are located in the Statement of Additional Information.

DISTRIBUTION OF THE CONTRACTS

DISTRIBUTION AND PRINCIPAL UNDERWRITING AGREEMENT. MetLife Insurance Company of Connecticut (the "Company") has 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. 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, California, 92614. MLIDC is registered as a broker-dealer with the 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 Financial Industry Regulatory Authority ("FINRA"). FINRA provides background information about broker-dealers and their registered representatives through FINRA BrokerCheck. You may contact the FINRA BrokerCheck Hotline at 1-800-289-9999, or log on to www.finra.org. An investor brochure that includes information describing FINRA BrokerCheck is available through the Hotline or on-line.

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 FINRA, 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 and Plan Participants.

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 Funding Options invested in the Contract. Alternatively, We may pay lower compensation on Funding Options 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 7.5% 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, 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 compensation during 2009, 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 subadviser to one or more Underlying Funds which are offered under the Contracts. These investment advisory firms include Morgan Stanley Investment Advisers, Inc., MetLife Advisers, LLC and MetLife Investment Advisors Company, LLC. MetLife Advisers, LLC and MetLife Investment Advisors Company, 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.

SALE 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., MetLife Securities, Inc., Walnut Street Securities, Inc. and New England Securities Corporation. The compensation paid to affiliated broker-dealer firms for sales of the Contract 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, financial 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.

Metropolitan Life Insurance Company ("MetLife"), an affiliate of the Company, registered representatives, who are associated with MetLife Securities, Inc., 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 Funding Options 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 Funding Options applied to all

products sold and serviced by the representative.) In addition, all MetLife registered representatives 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 concessions 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 sales 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(R), 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 Funds' shares in connection with the Contract.

From time to time MetLife pays organizations, associations, and nonprofit organizations fees to endorse or sponsor MetLife's variable annuity contracts. We may also obtain access to an organization's members to market Our variable annuity contracts. These organizations are compensated for their endorsement or sponsorship of Our variable annuity contracts in various ways. Primarily, they receive a flat fee from MetLife. We also compensate these organizations by Our funding of their programs, scholarships, events or awards, such as principal of the year award. We may also lease their office space or pay fees for display space at their events, purchase advertisements in their publications or reimburse or defray their expenses. In some cases, We hire the organizations to perform administrative services for Us, for which they are paid a fee based upon a percentage of the account balances their members hold in the Contract. We also may retain finders and consultants to introduce MetLife to potential clients and for establishing and maintaining relationships between MetLife and various organizations. The finders and consultants are primarily paid flat fees and may be reimbursed for their expenses. We or Our affiliates may also 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 We deliver a Contract 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.

In accordance with Our view of present applicable law, We will vote shares of the Underlying Funds at regular and special meetings of the shareholders of the funds in accordance with instructions received from persons having a voting interest in the corresponding subaccounts. We will vote shares for which We have not received instructions in the same proportion as We vote shares for which We have received instructions. However, if the 1940 Act or any regulation thereunder should be amended, or if the present interpretation thereof should change, and as a result We determine that We are permitted to vote shares of the

Underlying Funds in Our own right, We may elect to do so.

The number of shares which a person has a right to vote will be determined as of the date concurrent with the date established by the respective mutual fund for determining shareholders eligible to vote at the meeting of the fund, and voting instructions will be solicited by written communication before the meeting in accordance with the procedures established by the mutual fund.

Each person having a voting interest will receive periodic reports relating to the fund(s) in which he or she has an interest, proxy material and a form with which to give such instructions with respect to the proportion of the fund shares held in the subaccounts corresponding to his or her interest.

CONTRACT MODIFICATION

We reserve the right to modify the Contract to keep it qualified under all related law and regulations that are in effect during the term of this Contract. We will obtain the approval of any regulatory authority needed for the modifications.

POSTPONEMENT OF PAYMENT (THE "EMERGENCY PROCEDURE")

Payment of any benefit or determination of values may be postponed whenever: (1) the NYSE is closed; (2) when trading on the NYSE is restricted; (3) when an emergency exists as determined by the Commission so that disposal of the securities held in the Funding Options is not reasonably practicable or it is not reasonably practicable to determine the value of the Funding Option's net assets; or (4) during any other period when the SEC, by order, so permits for the protection of Contract Owners. This Emergency Procedure will supercede any provision of the Contract that specifies a Valuation Date. At any time, payments from the Fixed Account may also be delayed.

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

FOR METLIFE OF CT SEPARATE ACCOUNT ELEVEN FOR VARIABLE ANNUITIES
 (FORMERLY METLIFE OF CT SEPARATE ACCOUNT FIVE FOR VARIABLE ANNUITIES AND
 METLIFE OF CT 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 D. Please refer to the Fee Table section of this prospectus for more information on Separate Account Charges.

MRA -- SEPARATE ACCOUNT CHARGES 0.80% 3% AIR

UNIT VALUE AT END OF YEAR	NUMBER OF UNITS	BEGINNING OF YEAR	UNIT VALUE AT END OF YEAR	PORTFOLIO NAME	YEAR	UNIT VALUE AT END OF YEAR	YEAR	UNIT VALUE AT END OF YEAR	
----- AIM									
Variable Insurance Funds AIM V.I. Core Equity									
Subaccount (Series I) (1/70).. 2007 1.086 1.166 --									
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	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(R) American Funds Global Growth									
Subaccount (Class 2)									
(5/04).....									
2009	1.044	1.473	247,852	2008	1.708	1.044	255,182		
2007	1.499	1.708	198,131	2006	1.255	1.499	201,428		
2005	1.109	1.255	123,938	2004	1.000	1.109	31,153		
American Funds Growth Subaccount (Class 2)									
(5/04).. 2009 0.852 1.178 236,099 2008 1.532 0.852									
	259,445	2007	1.375	1.532	401,723	2006	1.258	1.375	
	300,904	2005	1.091	1.258	272,838	2004	1.000	1.091	
					31,126				

MRA -- SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

UNIT VALUE AT END OF YEAR	NUMBER OF UNITS END OF YEAR	BEGINNING OF UNIT VALUE AT END OF YEAR	PORTFOLIO NAME	YEAR	YEAR	YEAR	YEAR
----- American							
Funds Growth-Income Subaccount (Class 2)							
(5/04)							
2009	0.834	1.086	593,536	2008	1.353	0.834	641,183
2007	1.299	1.353	680,711	2006	1.136	1.299	672,446
2005	1.082	1.136	462,830	2004	1.000	1.082	123,269
Capital Appreciation Fund Capital Appreciation							
Fund (5/00)				2006	0.700	0.694	--
2005	0.597	0.700	2,284,975	2004	0.503	0.597	
	1,842,685	2003	0.406	0.503	1,778,266	2002	0.547
	0.406	2,051,129	2001	0.745	0.547	1,052,993	2000
	1.000	0.745	1,006,482	Credit Suisse Trust	Credit Suisse Trust	Emerging Markets	Subaccount
(5/99)							
2007	2.357	2.475	--	2006	1.793	2.357	43,286
	1.412	1.793	52,655	2004	1.140	1.412	55,778
	0.804	1.140	57,669	2002	0.916	0.804	57,063
	1.022	0.916	54,766	2000	1.506	1.022	71,391
Delaware VIP Trust Delaware VIP REIT Subaccount							
(Standard Class)							
(7/99)							
2006	2.517	3.312	--	2005	2.368	2.517	387,231
	1.816	2.368	416,109	2003	1.366	1.816	313,536
	1.318	1.366	262,243	2001	1.221	1.318	128,487
		0.937	1.221	102,023			

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

----- Delaware VIP Small Cap Value
 Subaccount (Standard Class)

(4/99).....
 2009 1.653 2.161 150,085 2008 2.376 1.653
 181,430 2007 2.565 2.376 262,100 2006 2.225
 2.565 326,585 2005 2.050 2.225 315,886 2004
 1.701 2.050 226,147 2003 1.208 1.701
 199,663 2002 1.289 1.208 149,777 2001 1.162
 1.289 13,468 2000 0.991 1.162 5,110 Dreyfus
 Variable Investment Fund Dreyfus VIF
 Appreciation Subaccount (Initial Shares)

(3/99).....
 2008 1.261 1.210 -- 2007 1.187 1.261
 400,199 2006 1.027 1.187 413,822 2005 0.992
 1.027 499,982 2004 0.952 0.992 453,429 2003
 0.792 0.952 374,375 2002 0.958 0.792
 410,725 2001 1.065 0.958 423,288 2000 1.081
 1.065 336,425 Dreyfus VIF Developing
 Leaders Subaccount (Initial Shares)

(4/99).....
 2008 1.433 1.356 -- 2007 1.624 1.433
 394,226 2006 1.577 1.624 591,068 2005 1.503
 1.577 630,414 2004 1.360 1.503 721,826 2003
 1.041 1.360 646,720 2002 1.298 1.041
 598,914 2001 1.394 1.298 401,311 2000 1.240
 1.394 309,007 Fidelity(R) Variable
 Insurance Products Fidelity VIP
 Contrafund(R) Subaccount (Service Class 2)

(5/01).....
 2009 1.047 1.408 610,721 2008 1.842 1.047
 644,893 2007 1.583 1.842 638,957 2006 1.432
 1.583 543,274 2005 1.238 1.432 446,608 2004
 1.083 1.238 398,961 2003 0.852 1.083
 320,177 2002 0.950 0.852 223,022 2001 1.000
 0.950 --

MRA -- SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

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

----- Fidelity
 VIP Dynamic Capital Appreciation Subaccount
 (Service Class 2) (5/01)..... 2009
 0.805 1.084 14,225 2008 1.383 0.805 14,225 2007
 1.306 1.383 14,225 2006 1.157 1.306 14,225 2005
 0.966 1.157 25,996 2004 0.962 0.966 29,634 2003
 0.776 0.962 18,807 2002 0.846 0.776 18,807 2001
 1.000 0.846 2,853 Fidelity VIP Mid Cap Subaccount
 (Service Class 2)
 (5/01).....
 2009 1.399 1.939 481,497 2008 2.334 1.399 525,624
 2007 2.040 2.334 586,405 2006 1.830 2.040 639,427
 2005 1.563 1.830 620,450 2004 1.264 1.563 273,675
 2003 0.921 1.264 151,306 2002 1.032 0.921 110,420
 2001 1.000 1.032 -- VIP Asset Manager Subaccount
 (Service Class 2)
 (5/00).....
 2006 1.019 1.057 -- 2005 0.990 1.019 229,844 2004
 0.949 0.990 314,177 2003 0.813 0.949 285,253 2002
 0.900 0.813 279,567 2001 0.949 0.900 178,530 2000
 1.000 0.949 133,640 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 61,250 2004
 1.204 1.345 29,698 2003 1.000 1.204 23,290 FTVIPT
 Templeton Developing Markets Securities Subaccount
 (Class 2) (5/04)..... 2009
 1.188 2.034 183,157 2008 2.532 1.188 200,098 2007
 1.982 2.532 229,731 2006 1.560 1.982 188,246 2005
 1.234 1.560 169,740 2004 1.000 1.234 --

MRA -- SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

UNIT VALUE AT END OF YEAR	NUMBER OF UNITS AT PORTFOLIO END OF YEAR	BEGINNING OF YEAR	UNIT YEAR	VALUE AT END OF YEAR	PORTFOLIO YEAR	NAME	YEAR	YEAR
----- FTVIPT								
Templeton Foreign Securities Subaccount (Class 2)								
(5/04)..... 2009								
1.032	1.402	213,398	2008	1.744	1.032	219,281	2007	
1.523	1.744	307,793	2006	1.264	1.523	354,212	2005	
1.156	1.264	293,548	2004	1.000	1.156	60,647	FTVIPT	
Templeton Growth Securities Subaccount (Class 2)								
(5/04)..... 2006								
1.216	1.470	--	2005	1.126	1.216	443,829	2004	1.000
1.126	95,793	High Yield Bond Trust				High Yield Bond		
Trust (5/99)..... 2006 1.538								
1.576	--	2005	1.530	1.538	476,850	2004	1.418	1.530
468,961	2003	1.107	1.418	408,800	2002	1.067	1.107	
411,756	2001	0.982	1.067	314,101	2000	0.980	0.982	
101,750	Janus Aspen Series					Janus Aspen Balanced		
Subaccount (Service Shares)								
(5/01).....								
2006	1.154	1.195	--	2005	1.080	1.154	182,910	2004
1.005	1.080	182,910	2003	0.891	1.005	148,717	2002	
0.962	0.891	83,565	2001	1.000	0.962	--	Janus Aspen	
Enterprise Subaccount (Service Shares)								
(5/01).....								
2009	0.739	1.059	149,828	2008	1.327	0.739	182,916	
2007	1.099	1.327	132,831	2006	0.978	1.099	109,936	
2005	0.880	0.978	109,936	2004	0.736	0.880	64,111	
2003	0.551	0.736	5,302	2002	0.772	0.551	33,784	
			2001	1.000	0.772	--		

MRA -- SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

UNIT VALUE AT END OF YEAR	NUMBER OF UNITS	BEGINNING OF YEAR	UNIT VALUE AT END OF YEAR	PORTFOLIO NAME	YEAR	YEAR	YEAR
----- Janus							
Aspen Worldwide Subaccount (Service Shares)							
(5/00)							
2008	0.767	0.724	--	2007	0.707	0.767	137,374 2006
	0.604	0.707		159,300	2005	0.577	0.604 260,004 2004
	0.556	0.577		309,658	2003	0.453	0.556 324,972 2002
	0.615	0.453		388,240	2001	0.801	0.615 447,192 2000
	1.000	0.801		424,750	Lazard Retirement Series, Inc.		
Lazard Retirement Small Cap Subaccount							
(5/04)							
	2006	1.162	1.314	--	2005	1.127	1.162
	10,343	2004	1.000	1.127	--	Legg Mason Partners	
Investment Series LMPIS Premier Selections All Cap Growth Subaccount							
(5/01)							
2007	0.996	1.063	--	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 Equity Trust				
LMPVET ClearBridge Variable Aggressive Growth Subaccount (Class I)							
(5/01)							
391,955	2008	1.111	0.657	459,813	2007	1.103	1.111
	693,899	2006	1.022	1.103	1,040,550	2005	0.923
	1,152,583	2004	0.846	0.923	1,275,516	2003	
	0.634	0.846		1,080,772	2002	0.949	0.634 387,432
	2001	1.000	0.949	150,719			

MRA -- SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

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

----- LMPVET

ClearBridge Variable Appreciation
 Subaccount (Class I)

(5/01).....

2009 0.915 1.108 34,845 2008 1.305 0.915

44,567 2007 1.213 1.305 141,356 2006

1.065 1.213 250,829 2005 1.029 1.065

318,152 2004 0.954 1.029 216,592 2003

0.772 0.954 145,202 2002 0.943 0.772

102,740 2001 1.000 0.943 18,065 LMPVET

ClearBridge Variable Dividend Strategy

Subaccount

(5/01).....

2009 0.717 0.869 6,530 2008 1.012 0.717

6,645 2007 0.959 1.012 6,566 2006 0.819

0.959 28,177 2005 0.828 0.819 29,548

2004 0.807 0.828 29,548 2003 0.659 0.807

26,551 2002 0.897 0.659 20,096 2001

1.000 0.897 20,096 LMPVET ClearBridge

Variable Equity Income Builder

Subaccount (Class I)

(4/07)..... 2009

0.926 1.129 8,912 2008 1.436 0.926 5,033

2007 1.422 1.436 9,259 LMPVET

ClearBridge Variable Fundamental Value

Subaccount (Class I)

(5/01)..... 2009

0.811 1.041 418,721 2008 1.289 0.811

525,631 2007 1.283 1.289 510,366 2006

1.107 1.283 563,757 2005 1.065 1.107

670,046 2004 0.992 1.065 787,696 2003

0.722 0.992 794,250 2002 0.924 0.722

517,261 2001 1.000 0.924 106,535

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

----- LMPVET											
ClearBridge Variable Investors											
Subaccount (Class I)											
(3/99).....											
2009	1.059	1.308	58,898	2008	1.659	1.059					
	69,357	2007	1.609	1.659	69,933	2006					
	1.372	1.609	122,704	2005	1.298	1.372					
	135,284	2004	1.185	1.298	156,443	2003					
	0.903	1.185	151,723	2002	1.183	0.903					
	147,027	2001	1.244	1.183	102,276	2000					
	1.088	1.244	20,655	LMPVET	ClearBridge						
				Variable Large Cap Growth	Subaccount						
				(Class I) (3/99).....							
	2009	0.694	0.981	152,634	2008	1.116					
	0.694	213,063	2007	1.068	1.116	253,432					
	2006	1.030	1.068	290,193	2005	0.987					
	1.030	322,563	2004	0.991	0.987	379,187					
	2003	0.677	0.991	420,200	2002	0.907					
	0.677	335,753	2001	1.045	0.907	323,325					
	2000	1.132	1.045	265,016	LMPVET						
				ClearBridge Variable Small Cap Growth							
				Subaccount (Class I)							
				(5/01).....		2009					
	0.795	1.126	22,507	2008	1.352	0.795					
	15,752	2007	1.239	1.352	34,531	2006					
	1.107	1.239	21,260	2005	1.064	1.107					
	11,581	2004	0.932	1.064	--	2003	0.631				
	0.932	--	2002	0.974	0.631	--	2001	1.000			
	0.974	997	LMPVET	Equity Index	Subaccount						
			(Class II) (3/99)...			2009	0.721	0.703	--		
	2008	1.162	0.721	1,104,097	2007	1.117					
	1.162	1,593,670	2006	0.978	1.117						
	2,082,600	2005	0.945	0.978	2,202,778						
	2004	0.864	0.945	2,040,084	2003	0.682					
	0.864	1,846,133	2002	0.886	0.682						
	1,627,247	2001	1.019	0.886	1,079,490						
	2000	1.133	1.019	856,518							

MRA -- SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

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

LMPVET Global Currents Variable									
International All Cap Opportunity									
Subaccount (3/99).....									
2009	0.723	0.923	61,767	2008	1.288				
	0.723	96,223	2007	1.221	1.288	103,913			
2006	0.978	1.221	113,853	2005	0.883				
0.978	148,656	2004	0.755	0.883	216,066				
2003	0.597	0.755	185,520	2002	0.810				
0.597	187,662	2001	1.186	0.810	205,495				
2000	1.569	1.186	79,615	LMPVET					
Investment Counsel Variable Social									
Awareness Subaccount									
(3/99).....									
2009	0.835	1.018	83,090	2008	1.125				
	0.835	86,288	2007	1.023	1.125	119,903			
2006	0.957	1.023	164,290	2005	0.925				
0.957	160,526	2004	0.877	0.925	228,757				
2003	0.686	0.877	208,810	2002	0.921				
0.686	219,601	2001	1.100	0.921	267,052				
2000	1.115	1.100	352,938	Legg Mason					
Partners Variable Income Trust LMPVIT									
Western Asset Variable Adjustable Rate									
Income Subaccount									
(9/03)..... 2009									
0.828	0.965	58,560	2008	1.059	0.828				
60,637	2007	1.054	1.059	58,097	2006				
1.020	1.054	76,332	2005	1.005	1.020				
65,137	2004	1.001	1.005	57,767	2003				
1.000	1.001	13,265	LMPVIT Western Asset						
Variable High Income Subaccount									
(5/99).....									
2009	0.903	1.433	77,856	2008	1.301				
	0.903	79,229	2007	1.307	1.301	79,810			
2006	1.187	1.307	87,030	2005	1.166				
1.187	108,339	2004	1.065	1.166	75,946				
2003	0.842	1.065	42,773	2002	0.877				
0.842	37,653	2001	0.918	0.877	46,730				
2000	1.007	0.918	32,638						

MRA -- SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

UNIT VALUE AT END OF YEAR	NUMBER OF UNITS END OF YEAR	BEGINNING OF YEAR	UNIT VALUE AT END OF YEAR	PORTFOLIO NAME	YEAR	YEAR	YEAR
----- Legg Mason							
Partners Variable Portfolios V LMPVPV Small Cap Growth Opportunities Subaccount (Class I)							
(5/01)					2007		
1.318	1.410	--	2006	1.176	1.318	38,721	2005 1.130
1.176	40,522	2004	0.986	1.130	32,478	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)					2007	1.931	2.031 -- 2006 1.648
1.931	205,419	2005	1.596	1.648	343,946	2004	1.486
1.596	349,707	2003	1.077	1.486	360,795	2002	1.449
1.077	340,827	2001	1.433	1.449	172,311	2000	1.222
1.433	70,934	LMPVPI Total Return Subaccount (Class I)					
I) (3/99)					2007	1.384	1.428 -- 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	Lord Abbett Series Fund, Inc. Lord Abbett Growth and Income Subaccount (Class VC)						
(5/04)							
2007	1.323	1.379	--	2006	1.138	1.323	139,240 2005
1.111	1.138	116,362	2004	1.000	1.111	--	Lord
Abbett Mid-Cap Value Subaccount (Class VC)							
(5/04)							
2007	1.392	1.539	--	2006	1.251	1.392	87,049 2005
1.165	1.251	97,239	2004	1.000	1.165	34,410	

MRA -- SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

UNIT VALUE AT END OF YEAR	NUMBER OF UNITS AT END OF YEAR	BEGINNING OF YEAR	UNIT VALUE AT END OF YEAR	PORTFOLIO NAME	YEAR	YEAR	YEAR	
----- Managed								
Assets Trust Managed Assets Trust								
(3/99)	1.206	1.243	1,087,811	2004	1.111	1.286	--	
	2005	1.206	1,087,811	2004	1.111	1.206		
987,899	2003	0.918	1.111	993,690	2002	1.013	0.918	
1,068,189	2001	1.076	1.013	1,200,147	2000	1.102		
	1.076	933,773	Met Investors Series Trust MIST					
(1/70)	Batterymarch Mid-Cap Stock Subaccount (Class A)							
2008	1.999	1.931	--	2007	1.899	1.999	208,565	
	1.000	1.899	263,548	MIST BlackRock High Yield				
	Subaccount (Class A) (4/07)							
*	2009							
1.291	1.887	287,824	2008	1.715	1.291	286,945	2007	
1.752	1.715	364,702	MIST BlackRock Large Cap Core					
	Subaccount (Class A)							
(1/70)	2007 1.130 1.188 -- 2006 1.000 1.130 47,332 MIST							
	BlackRock Large Cap Core Subaccount (Class E)							
(4/07)	2009 0.742 0.878 57,568 2008 1.193 0.742 42,836							
	2007	1.178	1.193	52,037	MIST Clarion Global Real			
	Estate Subaccount (Class A)							
(4/07)	2009 0.601 0.806 494,529 2008 1.037 0.601 547,382							
	2007	1.227	1.037	695,134	2006	1.000	1.227	
	1,052,085 MIST Dreman Small Cap Value Subaccount							
	(Class A)							
(1/70)	2009 0.781 1.000 5,777 2008 1.053 0.781 3,496 2007							
	1.072	1.053	3,496	2006	1.000	1.072	-- MIST Harris	
	Oakmark International Subaccount (Class A) (1/70)							
*	2009							
0.779	1.201	72,274	2008	1.324	0.779	80,244	2007	
1.346	1.324	110,975	2006	1.000	1.346	68,832	MIST	
	Janus Forty Subaccount (Class A) (1/70)							
	2009	0.534	0.759	1,405,209	2008	0.926	0.534	
	1,822,392	2007	0.716	0.926	1,664,279	2006	1.000	
	0.716 2,214,320							

MRA -- SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

UNIT VALUE AT END OF YEAR	NUMBER OF UNITS	BEGINNING OF UNIT VALUE AT END OF YEAR	PORTFOLIO NAME	YEAR	YEAR	YEAR	YEAR
----- MIST							
Lazard Mid Cap Subaccount (Class A) (4/07)....							
2009	1.226	1.667	135,814	2008	1.090	1.226	191,471
2007	1.224	1.090	33,322	MIST Legg Mason Partners Managed Assets Subaccount (Class A)			
(1/70)..... 2009							
1.069	1.060	--	2008	1.441	1.069	541,314	2007 1.366
1.441	713,853	2006	1.000	1.366	969,775	MIST Lord Abbett Bond Debenture Subaccount (Class A)	
(1/70).....							
2009	1.000	1.360	81,483	2008	1.235	1.000	51,346
2007	1.166	1.235	42,953	2006	1.000	1.166	5,612
MIST Lord Abbett Growth and Income Subaccount (Class B) (1/70)							
*..... 2009 0.707							
0.830	255,568	2008	1.118	0.707	266,250	2007	1.083
1.118	304,362	2006	1.000	1.083	225,735	MIST Lord Abbett Mid Cap Value Subaccount (Class B) (4/07)	
*..... 2009							
0.845	1.060	30,205	2008	1.390	0.845	28,054	2007
1.523	1.390	64,347	MIST Met/AIM Capital Appreciation Subaccount (Class A)				
(1/70).....							
2009	0.641	0.611	--	2008	1.126	0.641	44,755
1.015	1.126	49,884	2006	1.000	1.015	53,874	MIST
Met/AIM Small Cap Growth Subaccount (Class A)							
(1/70).....							
2009	0.693	0.923	28,861	2008	1.138	0.693	28,861
2007	1.030	1.138	48,872	2006	1.000	1.030	--
MIST MFS(R) Emerging Markets Equity Subaccount (Class A) (4/07)..... 2009							
1.379	2.315	23,125	2008	3.116	1.379	46,184	2007
2.460	3.116	41,536	MIST MFS(R) Research International Subaccount (Class B) (4/07)				
*..... 2009 0.950							
1.240	56,506	2008	1.662	0.950	57,376	2007	1.574
1.662	57,376	MIST PIMCO Inflation Protected Bond Subaccount (Class A) (4/07)					
*..... 2009 1.024							
1.202	155,665	2008	1.105	1.024	110,255	2007	1.038
1.105 66,495							

MRA -- SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

UNIT VALUE AT END OF YEAR	NUMBER OF UNITS END OF YEAR	BEGINNING OF UNIT VALUE AT	PORTFOLIO NAME	YEAR	YEAR	YEAR	YEAR
----- MIST PIMCO -----							
Total Return Subaccount (Class B)							
(5/09)	2009	1.513	1.695	779,649	MIST Pioneer Fund		
Subaccount (Class A) (1/70)	2009	0.710	0.873				
	45,363	2008	1.066	0.710	47,245	2007	1.024
	73,922	2006	1.000	1.024	97,650	MIST Pioneer Mid-Cap Value Subaccount (Class A)	
(1/70)	2007	1.118	1.238	--	2006	1.000	1.118
					--	MIST Pioneer Strategic Income Subaccount (Class A)	
(1/70)	2009	1.437	1.898	262,112	2008	1.623	1.437
	2007	1.534	1.623	336,305	2006	1.000	1.534
							364,640
							MIST Third Avenue Small Cap Value Subaccount (Class B) (1/70)
*	2009	0.900	1.128	322,626	2008	1.292	0.900
	0.900	1.128	322,626	2008	1.292	0.900	336,398
	1.343	1.292	401,095	2006	1.000	1.343	43,659
							MIST Van Kampen Comstock Subaccount (Class B)
(5/09)	2009	1.080	1.355	26,695	MIST Van Kampen Mid Cap Growth Subaccount (Class B)		
(4/08)	2009	0.524	0.817	16,451	2008	0.938	0.524
							5,963
							MetLife Investment Funds, Inc. MetLife Investment Diversified Bond Subaccount (Class I)
(3/99)	2007	1.425	1.477	--	2006	1.377	1.425
							5,738,300
	1.360	1.377	6,140,150	2004	1.310	1.360	4,879,858
	2003	1.251	1.310	3,623,933	2002	1.157	1.251
	3,831,077	2001	1.092	1.157	2,080,975	2000	0.979
	1.092	613,585					MetLife Investment International Stock Subaccount (Class I)
(3/99)	2007	1.462	1.576	--	2006	1.165	1.462
							2,374,209
	1.024	1.165	2,764,381	2004	0.899	1.024	2,498,531
	2003	0.697	0.899	2,301,471	2002	0.904	0.697
	2,248,416	2001	1.160	0.904	1,238,125	2000	1.272
							1.160
							476,662

MRA -- SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

UNIT VALUE AT END OF YEAR	NUMBER OF UNITS END OF YEAR	UNIT VALUE AT END OF YEAR	NUMBER OF UNITS END OF YEAR	UNIT VALUE AT END OF YEAR	NUMBER OF UNITS END OF YEAR	UNIT VALUE AT END OF YEAR	NUMBER OF UNITS END OF YEAR	UNIT VALUE AT END OF YEAR	NUMBER OF UNITS END OF YEAR	UNIT VALUE AT END OF YEAR	NUMBER OF UNITS END OF YEAR	UNIT VALUE AT END OF YEAR	NUMBER OF UNITS END OF YEAR	UNIT VALUE AT END OF YEAR	NUMBER OF UNITS END OF YEAR
----- MetLife															
Investment Large Company Stock Subaccount (Class I) (3/99)..... 2007															
0.881	0.924	--	2006	0.789	0.881	5,230,988	2005	0.746	0.789	5,752,832	2004	0.683	0.746	5,154,675	2003
0.537	0.683		4,635,797	2002	0.702	0.537		4,005,694	2001	0.840	0.702	2,080,499	2000	0.995	0.840
969,414 MetLife Investment Small Company Stock Subaccount (Class I) (3/99)..... 2007															
2.369	2.376	--	2006	2.101	2.369	999,605	2005	1.974	2.101	1,094,314	2004	1.732	1.974	986,324	2003
1.220	1.732		928,057	2002	1.612	1.220	806,014	2001	1.600	1.612	542,731	2000	1.465	1.600	463,890
Metropolitan Series Fund, Inc. MSF Barclays Capital Aggregate Bond Index Subaccount (Class A) (11/07) *..... 2009 1.574 1.642															
1,193,566	2008	1.497	1.574	1,383,974	2007	1.476	1.497	2,082,097	MSF BlackRock Aggressive Growth Subaccount (Class D) (1/70).....						
2009	0.704	1.043	145,810	2008	1.308	0.704	176,598	2007	1.095	1.308	190,638	2006	1.000	1.095	210,894
MSF BlackRock Bond Income Subaccount (Class A) (1/70).....															
2009	1.363	1.480	321,376	2008	1.423	1.363	398,583	2007	1.349	1.423	422,549	2006	1.000	1.349	443,885
MSF BlackRock Diversified Subaccount (Class A) (5/09).....															
2009	1.076	1.256	490,244	MSF BlackRock Legacy Large Cap Growth Subaccount (Class A) (5/09)..... 2009											
0.587	0.743	558,824	MSF BlackRock Money Market Subaccount (Class A) (1/70).....												
2009	1.272	1.268	799,869	2008	1.247	1.272	912,074	2007	1.196	1.247	819,845	2006	1.000	1.196	864,472

MRA -- SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

UNIT VALUE AT END OF YEAR	NUMBER OF UNITS END OF YEAR	BEGINNING OF YEAR	UNIT VALUE AT END OF YEAR	PORTFOLIO NAME	YEAR	YEAR	YEAR
----- MSF							
Capital Guardian U.S. Equity Subaccount (Class A)							
(4/07) *.....							
2009	0.651	0.646	--	2008	1.098	0.651	--
2007	1.154						
1.098 -- MSF Davis Venture Value Subaccount (Class A)							
(4/08).....							
2009	0.748	0.980	292,241	2008	1.205	0.748	284,521
MSF FI Large Cap Subaccount (Class A)							
(1/70).....							
2009	0.546	0.571	--	2008	0.998	0.546	
2007	621,132	0.968	0.998	744,398	2006	1.000	0.968
2005	996,265						
MSF FI Value Leaders Subaccount (Class D)							
(1/70)...							
2009	0.872	1.053	712,351	2008	1.442		
2007	0.872	816,052	2007	1.396	1.442	1,131,279	2006
2005	1.000	1.396	1,631,929				
MSF Jennison Growth Subaccount (Class B) (4/08)....							
2009	0.585	0.810					
2008	7,996	0.879	0.585	7,996			
MSF MetLife Aggressive Allocation Subaccount (Class B)							
(1/70).....							
2009	0.654	0.854	23,011	2008	1.108	0.654	64,958
2007	1.081	1.108	69,710	2006	1.000	1.081	--
MSF MetLife Conservative Allocation Subaccount (Class B) (1/70).....							
2009	0.932	1.114	249,694	2008	1.097	0.932	272,670
2007	1.047	1.097	475,083	2006	1.000	1.047	--
MSF MetLife Conservative to Moderate Allocation Subaccount (Class B)							
(1/70).....							
2009	0.852	1.045					
2008	2,354,070	1.095	0.852	3,167,724	2007	1.053	
2006	1.095	2,886,642	2006	1.000	1.053	10,264	MSF
MetLife Moderate Allocation Subaccount (Class B)							
(1/70).....							
2009	0.776	0.973	2,493,846	2008	1.095	0.776	
2007	2,873,729	1.058	1.095	2,846,726	2006	1.000	
2005	1.058						
MSF MetLife Moderate to Aggressive Allocation Subaccount (Class B)							
(1/70).....							
2009	0.737	0.944					
2008	1,234,650	1.145	0.737	1,457,354	2007	1.112	
2006	1.145	1,990,934	2006	1.000	1.112	--	

MRA -- SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

UNIT VALUE AT END OF YEAR	NUMBER OF UNITS END OF YEAR	BEGINNING OF UNIT VALUE AT END OF YEAR	UNIT VALUE AT END OF YEAR	PORTFOLIO NAME	YEAR	YEAR	YEAR
----- Money							
Market Portfolio Money Market Subaccount							
(4/99)					2006	1.151	1.164 --
	2005	1.127	1.151	1,623,263	2004	1.125	1.127
	1,343,039	2003	1.125	1.125	2,042,971	2002	1.119
	1.125	1,522,743	2001	1.087	1.119	1,067,624	2000
	1.032	1.087	776,476	Oppenheimer Variable Account			
Funds Oppenheimer Main Street/VA Subaccount (Service Shares)							
(5/04)					2006		
	1.131	1.198 --	2005	1.078	1.131	14,297	2004 1.000
	1.078	10,342	PIMCO Variable Insurance Trust PIMCO				
VIT Real Return Subaccount (Administrative Class)							
(7/05)					2007		
	1.011	1.034 --	2006	1.012	1.011	72,677	2005 1.008
	1.012	42,479	PIMCO VIT Total Return Subaccount				
(Administrative Class)							
(5/01)					2009		
	1.456	1.509 --	2008	1.401	1.456	750,233	2007 1.298
	1.401	457,308	2006	1.260	1.298	656,357	2005 1.240
	1.260	692,935	2004	1.192	1.240	531,028	2003 1.144
	1.192	391,427	2002	1.057	1.144	395,584	2001 1.000
	1.057	42,621	Putnam Variable Trust Putnam VT				
Discovery Growth Subaccount (Class IB)							
(5/01)							
	2008	1.012	0.941 --	2007	0.925	1.012	11,671 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	--

MRA -- SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

UNIT VALUE AT END OF YEAR	NUMBER OF UNITS END OF YEAR	BEGINNING OF YEAR	UNIT VALUE AT END OF YEAR	PORTFOLIO NAME	YEAR	YEAR	YEAR
----- Putnam VT							
International Equity Subaccount (Class IB)							
(5/01).....							
2007	1.457	1.582	--	2006	1.150	1.457	65,112 2005
1.033	1.150	81,614	2004	0.897	1.033	91,730	2003
0.703	0.897	94,997	2002	0.861	0.703	89,130	2001
1.000	0.861	36,530	Putnam VT Small Cap Value Subaccount (Class IB)				
(5/01).....							
2007	2.035	2.179	--	2006	1.749	2.035	323,007 2005
1.647	1.749	396,869	2004	1.315	1.647	269,097	2003
0.886	1.315	216,542	2002	1.093	0.886	276,266	2001
1.000	1.093	1,734	The Travelers Series Trust Travelers AIM Capital Appreciation Subaccount				
(5/01).....							
2006	0.957	1.022	--	2005	0.887	0.957	58,585 2004
0.840	0.887	79,181	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
1.000	1.040	--	Travelers Disciplined Mid Cap Stock Subaccount				
(6/99).....							
2006	1.812	1.984	--	2005	1.625	1.812	333,491 2004
1.406	1.625	346,328	2003	1.060	1.406	337,337	2002
1.247	1.060	267,434	2001	1.310	1.247	161,359	2000
1.132	1.310	92,328	Travelers Equity Income Subaccount (3/99).....				
2006	1.285	1.354	--				
2005	1.240	1.285	1,828,724	2004	1.137	1.240	
1,520,872	2003	0.874	1.137	1,326,839	2002	1.024	
0.874	1,163,851	2001	1.105	1.024	453,751	2000	
1.021	1.105	224,970					

MRA -- SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

UNIT VALUE AT END OF YEAR	NUMBER OF UNITS END OF YEAR	BEGINNING OF YEAR	UNIT VALUE AT END OF YEAR	PORTFOLIO NAME	YEAR	YEAR	YEAR	YEAR
----- Travelers								
Federated Stock Subaccount (4/99)..... 2006								
1.163	1.208	--	2005	1.113	1.163	63,997	2004	1.015
1.113	64,259	2003	0.802	1.015	64,259	2002	1.002	
0.802	57,157	2001	0.993	1.002	24,072	2000	0.965	
0.993 4,126 Travelers Large Cap Subaccount								
(3/99)..... 2006 0.919 0.949 -- 2005								
0.852	0.919	611,994	2004	0.807	0.852	623,861	2003	
0.652	0.807	621,409	2002	0.851	0.652	545,335	2001	
1.038	0.851	505,916	2000	1.224	1.038	386,475		
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	Travelers MFS(R) Mid Cap Growth					
Subaccount (5/99).. 2006 1.052 1.116 -- 2005 1.029								
1.052	246,885	2004	0.909	1.029	307,936	2003	0.668	
0.909	304,034	2002	1.317	0.668	295,213	2001	1.739	
1.317	271,882	2000	1.603	1.739	231,771	Travelers		
MFS(R) Total Return Subaccount (4/99).... 2006								
1.400	1.449	--	2005	1.371	1.400	2,061,164	2004	
1.240	1.371	1,641,583	2003	1.073	1.240	1,266,270		
2002	1.141	1.073	1,130,121	2001	1.150	1.141		
511,493	2000	0.994	1.150	177,102	Travelers MFS(R)			
Value Subaccount (5/04)..... 2006 1.190								
1.289	--	2005	1.127	1.190	167,544	2004	1.000	1.127
								21,046

MRA -- SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

UNIT VALUE AT END OF YEAR	NUMBER OF UNITS AT PORTFOLIO END OF YEAR	BEGINNING OF YEAR	UNIT VALUE AT END OF YEAR	YEAR	UNIT VALUE AT END OF YEAR	YEAR	UNIT VALUE AT END OF YEAR	YEAR
----- Travelers								
Mondrian International Stock Subaccount								
(4/99)	2006	1.055	1.215	--	2005	0.971	1.055	86,559 2004
		0.846	0.971	87,703	2003	0.663	0.846	63,756 2002
		0.768	0.663	45,625	2001	1.049	0.768	47,664 2000
		1.194	1.049	47,750	Travelers Pioneer Fund			
Subaccount (5/99)								
	2006	0.890	0.947	--				
	2005	0.847	0.890	99,481	2004	0.768	0.847	146,873
	2003	0.625	0.768	170,073	2002	0.903	0.625	201,833
	2001	1.183	0.903	175,971	2000	0.959	1.183	136,065
Travelers Pioneer Mid Cap Value Subaccount								
(1/70)	2006	1.001	1.057	--	2005	1.000	1.001	--
Travelers Pioneer Strategic Income Subaccount								
(6/99)	2006	1.455	1.473	--	2005	1.415	1.455	243,393 2004
		1.285	1.415	81,279	2003	1.084	1.285	70,429 2002
		1.032	1.084	57,082	2001	0.998	1.032	17,469 2000
		1.010	0.998	--	Travelers Quality Bond Subaccount			
(3/99)								
	2006	1.300	1.292	--	2005	1.290		
	2004	1.259	1.290	468,725	2003	1.186		
	2002	1.259	373,662	2002	1.130	1.186	344,814	2001 1.063
	2000	1.130	249,243	2000	1.002	1.063	109,131	Travelers
Strategic Equity Subaccount (3/99)								
	2006	0.871	0.911	--	2005	0.861	0.871	649,068 2004 0.787
	2003	0.861	862,607	2003	0.598	0.787	929,358	2002 0.908
	2001	0.598	975,651	2001	1.057	0.908	1,081,006	2000
	2000	1.303	1.057	844,683	Travelers Style Focus Series:			
Small Cap Growth Subaccount								
(1/70)	2006	1.000	1.032	--	2005	1.000	1.000	--

MRA -- SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

UNIT VALUE AT END OF YEAR	NUMBER OF UNITS END OF YEAR	BEGINNING OF YEAR	UNIT VALUE AT END OF YEAR	PORTFOLIO NAME	YEAR	UNIT VALUE AT END OF YEAR	YEAR
----- 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	1,144,943
2004	1.326	1.396	970,706	2003	1.301	1.326	970,322
	2002	1.154	1.301	1,040,337	2001	1.099	1.154
350,111	2000	0.968	1.099	167,787	Van Kampen Life		
Investment Trust Van Kampen LIT Capital Growth							
Subaccount (Class II)							
(5/01).....							
2008	0.917	0.876	--	2007	0.792	0.917	7,996
	2006	0.778	0.792	--	2005	0.729	0.778
	--	2004	0.688				
0.729	--	2003	0.546	0.688	--	2002	0.817
		2001	1.000	0.817	--	Van Kampen LIT Comstock	
Subaccount (Class II)							
(5/03).....							
2009	1.074	1.045	--	2008	1.687	1.074	33,596
	2007	1.741	1.687	45,628	2006	1.512	1.741
		2005	1.464	1.512	47,018	2004	1.257
		2003	1.000	1.257	15,449	Van Kampen LIT Enterprise	
Subaccount (Class II)							
(5/01).....							
2009	0.584	0.600	--	2008	1.034	0.584	--
	2007	1.034	--	2006	0.875	0.926	--
		2005	0.817	0.875	--		
2004	0.794	0.817	--	2003	0.637	0.794	--
		2002	0.911				
		2001	1.000	0.911	--		

MRA -- SEPARATE ACCOUNT CHARGES 0.80% 3% AIR (CONTINUED)

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

 Wells Fargo Variable Trust Wells Fargo
 VT Advantage Small/Mid Cap Value
 Subaccount
 (7/99).....
 2009 0.845 1.342 6,351 2008 1.535 0.845
 6,351 2007 1.559 1.535 6,351 2006 1.358
 1.559 6,351 2005 1.175 1.358 15,215
 2004 1.014 1.175 15,215 2003 0.739
 1.014 18,374 2002 0.969 0.739 18,374
 2001 0.938 0.969 6,351 2000 0.877 0.938
 6,351

MRA -- SEPARATE ACCOUNT CHARGES 1.25% 140 FL

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

----- Legg Mason
 Partners Variable Equity Trust LMPVET Equity Index
 Subaccount (Class II) (3/99)... 2009 0.601 0.583 -
 - 2008 0.988 0.601 -- 2007 0.967 0.988 -- 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 -- Met
 Investors Series Trust MIST PIMCO Total Return
 Subaccount (Class B)
 (5/09).....
 2009 1.242 1.374 -- MIST Van Kampen Comstock
 Subaccount (Class B)
 (5/09).....
 2009 0.692 0.858 -- MIST Van Kampen Mid Cap Growth
 Subaccount (Class B)
 (4/08).....
 2009 0.623 0.954 -- 2008 1.130 0.623 --
 Metropolitan Series Fund, Inc. MSF BlackRock
 Diversified Subaccount (Class A)
 (5/09).....
 2009 2.565 2.956 -- MSF BlackRock Legacy Large Cap
 Growth Subaccount (Class A)
 (5/09)..... 2009
 1.841 2.302 -- MSF Davis Venture Value Subaccount
 (Class A)
 (4/08).....
 2009 2.000 2.570 -- 2008 3.263 2.000 --

MRA -- SEPARATE ACCOUNT CHARGES 1.25% 140 FL (CONTINUED)

UNIT VALUE AT PORTFOLIO NAME OF YEAR	NUMBER OF UNITS YEAR	BEGINNING YEAR	OF UNITS YEAR	AT YEAR	OUTSTANDING YEAR	AT YEAR
----- MSF						
Jennison Growth Subaccount (Class B) (4/08)....	2009	0.750	1.019	--	2008	
1.140	0.750	--	MSF T. Rowe Price Small Cap Growth Subaccount (Class B) (4/08).....		2009	0.861 1.163 -- 2008 1.320 0.861 --

* We are currently waiving a portion of the Mortality and Expense Risk charge for this Subaccount. Please see "Fee Table -- Annual Separate Account Charges" for more information.

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, 2009.

Number of Units Outstanding at the end of the year may include units for Contracts in payout phase.

Variable Funding Option mergers and substitutions that occurred between January 1, 2005 and December 31, 2009 are displayed below. Please see Appendix B for more information on Variable Funding Option mergers, substitutions and other changes.

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 S+A54eries 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.

Effective on or about 04/30/2007, AIM Variable Insurance Funds-AIM V.I. Core Equity Fund was replaced by Metropolitan Series Fund, Inc.-Capital Guardian U.S. Equity Portfolio and is no longer available as a funding option.

Effective on or about 04/30/2007, Credit Suisse Trust-Credit Suisse Trust Emerging Markets Portfolio was replaced by Met Investors Series Trust-MFS(R) Emerging Markets Equity Portfolio and is no longer available as a funding option.

Effective on or about 04/30/2007, Legg Mason Partners Investment Series-Legg Mason Partners Variable Premier Selections All Cap Growth Portfolio merged into Legg Mason Partners Variable Equity Trust-Legg Mason Partners Variable Aggressive Growth Portfolio and is no longer available as a funding option.

Effective on or about 04/30/2007, Legg Mason Partners Variable Portfolios I, Inc.-Legg Mason Partners Variable All Cap Portfolio merged into Legg Mason Partners Variable Equity Trust-Legg Mason Partners Variable Fundamental Value Portfolio and is no longer available as a funding option.

Effective on or about 04/30/2007, Legg Mason Partners Variable Portfolios V-Legg Mason Partners Variable Small Cap Growth Opportunities Portfolio merged into Legg Mason Partners Variable Equity Trust-Legg Mason Partners Variable Small Cap Growth Portfolio and is no longer available as a funding option.

Effective on or about 04/30/2007, Legg Mason Partners Variable Portfolios I, Inc.-Legg Mason Partners Variable Total Return Portfolio merged into Legg Mason Partners Variable Equity Trust-Legg Mason Partners Variable Capital and Income Portfolio and is no longer available as a funding option.

Effective on or about 04/30/2007, Lord Abbett Series Fund, Inc.-Lord Abbett Growth and Income Portfolio 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 04/30/2007, Lord Abbett Series Fund, Inc.-Lord Abbett Mid-Cap Value Portfolio was replaced by Met Investors Series Trust-Lord Abbett Mid-Cap Value Portfolio and is no longer available as a funding option.

Effective on or about 04/30/2007, Met Investors Series Trust-BlackRock Large-Cap Core Portfolio -- Class A was exchanged for Met Investors Series Trust-BlackRock Large-Cap Core Portfolio -- Class E and is no longer available as a funding option.

Effective on or about 04/30/2007, Met Investors Series Trust-Pioneer Mid-Cap Value Portfolio merged into Met Investors Series Trust-Lazard Mid-Cap Portfolio and is no longer available as a funding option.

Effective on or about 04/30/2007, Metropolitan Series Funds, Inc.-Western Asset Management High Yield Bond Portfolio merged into Met Investors Series Trust-BlackRock High Yield Portfolio and is no longer available as a funding option.

Effective on or about 04/30/2007, PIMCO Variable Insurance Trust-Real Return Portfolio was replaced by Met Investors Series Trust-PIMCO Inflation Protected Bond Portfolio and is no longer available as a funding option.

Effective on or about 04/30/2007, Putnam Variable Trust-Putnam VT International Equity Fund was replaced by Met Investors Series Trust-MFS(R) Research International Portfolio and is no longer available as a funding option.

Effective on or about 04/30/2007, Putnam Variable Trust-Putnam VT Small Cap Value Fund was replaced by Met Investors Series Trust-Third Avenue Small Cap Value Portfolio and is no longer available as a funding option.

Effective on or about 11/12/2007, MetLife Investment Funds, Inc.-MetLife Investment Diversified Bond Portfolio was replaced by Metropolitan Series Fund, Inc.-Lehman Brothers(R) Aggregate Bond Index Portfolio -- Class A and is no longer available as a funding option.

Effective on or about 11/12/2007, MetLife Investment Funds, Inc.-MetLife Investment International Stock Portfolio was replaced by Metropolitan Series

Fund, Inc.-Morgan Stanley EAFE(R) Index Portfolio -- Class A and is no longer available as a funding option.

Effective on or about 11/12/2007, MetLife Investment Funds, Inc.-MetLife Investment Large Company Stock Fund was replaced by Metropolitan Series Fund, Inc.-MetLife Stock Index Portfolio -- Class A and is no longer available as a funding option.

Effective on or about 11/12/2007, MetLife Investment Funds, Inc.-MetLife Investment Small Company Stock Fund was replaced by Metropolitan Series Fund, Inc.-Russell 2000(R) Index Portfolio -- Class A and is no longer available as a funding option.

Effective on or about 4/28/2008, Dreyfus Variable Investment Fund-Appreciation Portfolio was replaced by Metropolitan Series Fund, Inc.-Davis Venture Value Portfolio and is no longer available as a funding option.

Effective on or about 4/28/2008, Dreyfus Variable Investment Fund-Developing Leaders Portfolio was replaced by Metropolitan Series Fund, Inc.-T. Rowe Price Small Cap Growth Portfolio and is no longer available as a funding option.

Effective on or about 4/28/2008, Janus Aspen Series-Worldwide Growth Portfolio was replaced by Metropolitan Series Fund, Inc.-Oppenheimer Global Equity Portfolio and is no longer available as a funding option.

Effective on or about 4/28/2008, Putnam Variable Trust-Putnam VT Discovery Growth Fund was replaced by Met Investors Series Trust-Van Kampen Mid Cap Growth Portfolio and is no longer available as a funding option.

Effective on or about 4/28/2008, Van Kampen Life Investment Trust-Van Kampen Life Investment Trust Strategic Growth Portfolio was replaced by Metropolitan Series Fund, Inc.-Jennison Growth Portfolio and is no longer available as a funding option.

Effective on or about 4/28/2008, Met Investors Series Trust-Batterymarch Mid-Cap Stock Portfolio merged into Met Investors Series Trust-Lazard Mid Cap Portfolio and is no longer available as a funding option.

Effective on or about 4/28/2008, Met Investors Series Trust-Lazard Mid Cap Portfolio-Class B was exchanged into Met Investors Series Trust-Lazard Mid Cap Portfolio-Class A.

Effective on or about 4/28/2008, Met Investors Series Trust-MFS(R) Value Portfolio was reorganized into Metropolitan Series Fund, Inc.-MFS(R) Value Portfolio.

Effective on or about 05/01/2009, Legg Mason Partners Variable Equity Trust-Legg Mason Partners Variable Equity Index Portfolio was replaced by Metropolitan Series Fund, Inc.-MetLife Stock Index Portfolio and is no longer available as a funding option.

Effective on or about 05/01/2009, PIMCO Variable Insurance Trust-Total Return Portfolio was replaced by Met Investors Series Trust- PIMCO Total Return Portfolio and is no longer available as a funding option.

Effective on or about 05/01/2009, Van Kampen Life Investment Trust-Comstock Portfolio was replaced by Met Investors Series Trust-Van Kampen Comstock Portfolio and is no longer available as a funding option.

Effective on or about 05/01/2009, Metropolitan Series Fund, Inc.-Capital Guardian U.S. Equity Portfolio merged into Met Investors Series Trust-Pioneer Fund Portfolio and is no longer available as a funding option.

Effective on or about 05/01/2009, Metropolitan Series Fund, Inc.-FI Large Cap Portfolio merged into Metropolitan Series Fund, Inc.-BlackRock Legacy Large Cap Growth Portfolio and is no longer available as a funding option.

Effective on or about 05/01/2009, Met Investors Series Trust-Legg Mason Partners Managed Assets Portfolio merged into Metropolitan Series Fund, Inc.-BlackRock Diversified Portfolio and is no longer available as a funding option.

Effective on or about 05/01/2009, Met Investors Series Trust-Met/AIM Capital Appreciation Portfolio merged into Metropolitan Series Fund, Inc.-BlackRock Legacy Large Cap Growth Portfolio and is no longer available as a funding option.

Effective on or about 05/01/2009, Van Kampen Life Investment Trust-Enterprise Portfolio liquidated its assets and is no longer available as a funding option.

Variable
Appreciation
Legg Mason
ClearBridge
Variable
Appreciation
Portfolio --
Class I
Portfolio --
Class I Legg
Mason
Partners
Variable
Capital and
Legg Mason
ClearBridge
Variable
Equity
Income
Income
Portfolio --
Class I
Builder
Portfolio --
Class I Legg
Mason
Partners
Variable
Dividend
Legg Mason
ClearBridge
Variable
Dividend
Strategy
Portfolio
Strategy
Portfolio
Legg Mason
Partners
Variable
Fundamental
Legg Mason
ClearBridge
Variable
Fundamental
Value
Portfolio --
Class I All
Cap Value
Portfolio --
Class I Legg
Mason
Partners
Variable
International
Legg Mason
Global
Currents
Variable All
Cap
Opportunity
Portfolio
International
All Cap
Opportunity
Portfolio
Legg Mason
Partners
Variable
Investors
Legg Mason
ClearBridge
Variable
Large Cap
Portfolio --
Class I
Value
Portfolio --
Class I Legg
Mason
Partners

Variable
Large Cap
Legg Mason
ClearBridge
Variable
Large Cap
Growth
Portfolio --
Class I
Growth
Portfolio --
Class I LEGG
MASON
PARTNERS
VARIABLE
INCOME TRUST
LEGG MASON
PARTNERS
VARIABLE
INCOME TRUST
Legg Mason
Partners
Variable
Adjustable
Legg Mason
Western
Asset
Variable
Adjustable
Rate Income
Portfolio
Rate Income
Portfolio
Legg Mason
Partners
Variable
High Income
Legg Mason
Western
Asset
Variable
High Income
Portfolio
Portfolio
MET
INVESTORS
SERIES TRUST
MET
INVESTORS
SERIES TRUST
Met/AIM
Small Cap
Growth
Portfolio --
Class
Invesco
Small Cap
Growth
Portfolio --
Class A A
Van Kampen
Mid Cap
Growth
Morgan
Stanley Mid
Cap Growth
Portfolio --
Class B
Portfolio --
Class B
WELLS FARGO
VARIABLE
TRUST WELLS
FARGO
VARIABLE
TRUST VT
Small/Mid
Cap Value
Fund VT
Small Cap
Value Fund

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APPENDIX C

PORTFOLIO LEGAL AND MARKETING NAMES

SERIES
FUND/TRUST
PORTFOLIO/SERIES
MARKETING NAME

American Funds
Insurance
Global Growth
Fund American
Funds Global
Growth Fund
Series(R)
American Funds
Insurance
Growth-Income
Fund American
Funds Growth-
Income Fund
Series(R)
American Funds
Insurance
Growth Fund
American Funds
Growth Fund
Series(R) Janus
Aspen Series
Enterprise
Portfolio Janus
Aspen Series
Enterprise
Portfolio
Metropolitan
Series Fund,
Inc. FI Value
Leaders
Portfolio FI
Value Leaders
Portfolio
(Fidelity) Van
Kampen Life
Investment
Trust Van
Kampen Life
Investment
Trust Van
Kampen LIT
Enterprise
Enterprise
Portfolio
Portfolio
Fidelity(R)
Variable
Insurance
Contrafund(R)
Portfolio
Fidelity VIP
Contrafund(R)
Products
Portfolio
Fidelity(R)
Variable
Insurance
Dynamic Capital
Appreciation
Fidelity VIP
Dynamic Capital

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APPENDIX D

CONTENTS OF THE STATEMENT OF ADDITIONAL INFORMATION

The Statement of Additional Information contains more specific information and financial statements relating to the Separate Account and the Company. 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
ERISA
Taxes
Independent Registered Public Accounting Firm
Condensed Financial Information
Financial Statements

COPIES OF THE STATEMENT OF ADDITIONAL INFORMATION DATED MAY 3, 2010 ARE AVAILABLE WITHOUT CHARGE. TO REQUEST A COPY, PLEASE COMPLETE THE COUPON FOUND BELOW AND MAIL IT TO: METLIFE INSURANCE COMPANY OF CONNECTICUT, 4700 WESTOWN PARKWAY, STE. 200, WEST DES MOINES, IA 50266.

Name:

Address:

Form SAI Book 21

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APPENDIX E

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

COMPETING FUNDS

The Underlying Funds listed below are Competing Funds: defined as any investment option under the Plan which, in our opinion consists primarily of fixed income securities and/or money market instruments.

- Barclays Capital()Aggregate Bond Index Portfolio
- BlackRock Money Market Portfolio
- Black Rock High Yield Portfolio
- BlackRock Bond Income Portfolio
- Legg Mason Western Asset Variable Adjustable Rate Income Portfolio
- Legg Mason Western Asset Variable High Income Portfolio
- Lord Abbett Bond Debenture Portfolio
- PIMCO Inflation Protection Bond Portfolio
- PIMCO Total Return Portfolio
- Western Asset Management U.S. Government Portfolio

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APPENDIX G

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 and associated credits made within a one-year period before confinement in an eligible nursing home begins, less any Purchase Payments and associated credits 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 H

MARKET VALUE ADJUSTMENT

(THIS SECTION IS APPLICABLE ONLY TO THE VARIABLE OR FIXED LIQUIDITY BENEFIT)

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.