FORM N-4/A

Initial registration statement on Form N-4 for separate accounts (unit investment trusts) [amend]

Filing Date: **2001-08-03**
SEC Accession No. 0000950130-01-503491

(HTML Version on secdatabase.com)

FILER

METROPOLITAN LIFE SEPARATE ACCOUNT E CIK:**744043**| Fiscal Year End: **1231** Type: **N-4/A** | Act: **33** | File No.: **333-52366** | Film No.: **01696713**	Mailing Address *ONE MADISON AVE* *C/O METROPOLITAN LIFE INSURANCE CO* *NEW YORK NY 10010*	Business Address *1 MADISON AVE* *C/O METROPOLITAN LIFE INSURANCE CO* *NEW YORK NY 10010* *2125787360*
METROPOLITAN LIFE SEPARATE ACCOUNT E CIK:**744043**| Fiscal Year End: **1231** Type: **N-4/A** | Act: **40** | File No.: **811-04001** | Film No.: **01696714**	Mailing Address *ONE MADISON AVE* *C/O METROPOLITAN LIFE INSURANCE CO* *NEW YORK NY 10010*	Business Address *1 MADISON AVE* *C/O METROPOLITAN LIFE INSURANCE CO* *NEW YORK NY 10010* *2125787360*

Registration Nos. 333-52366/811-4001

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM N-4

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933 [X]

PRE-EFFECTIVE AMENDMENT NO. 1 [X]

POST-EFFECTIVE AMENDMENT NO. [_]
AND/OR
REGISTRATION STATEMENT UNDER THE INVESTMENT COMPANY ACT OF 1940 [X]

AMENDMENT NO. 36

METROPOLITAN LIFE SEPARATE ACCOUNT E
(Exact Name of Registrant)

METROPOLITAN LIFE INSURANCE COMPANY
(Exact name of Depositor)

1 Madison Avenue, New York, New York 10010
(Address of depositor's principal executive offices) (zip code)

(212) 578-5364
(Depositor's telephone number, including area code)

Gary A. Beller, Esq.
Senior Executive Vice-President and General Counsel
Metropolitan Life Insurance Company
1 Madison Avenue
New York, New York 10010

(Name and address of agent for service)

Copies to:

Diane E. Ambler, Esq.

Kirkpatrick & Lockhart, LLP

1800 Massachusetts Avenue, N.W.

Washington, D.C. 20036

Pursuant to Rule 24f-2 under the Investment Company Act of 1940, the Registrant has registered an indefinite amount of securities. Registrant's Rule 24f-2 Notice for the year ended December 31, 2000 was filed with the Commission on March 30, 2001.

Approximate date of proposed public offering: It is intended that this registration statement shall hereafter become effective as soon as practicable, as determined by the Commission acting pursuant to Section 8(a) and Rule 461.

METROPOLITAN LIFE SEPARATE ACCOUNT E
FORM N-4
UNDER
THE SECURITIES ACT OF 1933 AND THE INVESTMENT COMPANY ACT OF 1940

CROSS REFERENCE SHEET
(PURSUANT TO RULE 481(A))

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Form N-4 Item No.		Prospectus Heading
<C>	<S>	<C>
1.	Cover Page................	Cover Page
2.	Definitions..............	Important Terms You Should Know

3.	Synopsis..................	Table of Expenses
4.	Condensed Financial Information.............	General Information--Performance; General Information--Financial Statements
5.	General Description of Registrant, Depositor, and Portfolio Companies..	MetLife; Metropolitan Life Separate Account E; Your Investment Choices; General Information--Voting Rights
6.	Deductions and Expenses...	Table of Expenses; Deferred Annuities--Charges; Deferred Annuities--Withdrawal Charges; Deferred Annuities--Premium and Other Taxes; Income Options--Charges; General Information--Who Sells the Deferred Annuities; Appendix--Premium Tax Table
7.	General Description of Variable Annuity Contracts................	Variable Annuities; Classes of the Deferred Annuity; Deferred Annuities--Purchase Payments (Allocation of Purchase Payments and Limits on Purchase Payments); Deferred Annuities--Transfer Privilege; General Information--Administration (Purchase Payments/Confirming Transactions/Transactions by Telephone or Internet/Processing Transactions/Changes to Your Deferred Annuity/When We Can Cancel Your Deferred Annuity)
8.	Annuity Period...........	Important Terms You Should Know; Deferred Annuities--Pay-out Options (or Income Options); Income Payment Types/The Value of Your Income Payments; Optional Benefits--Guaranteed Minimum Income Benefit
9.	Death Benefit............	Deferred Annuities--Death Benefit Generally; Basic Death Benefit; Optional Benefits
10.	Purchases and Annuity Values...................	MetLife; Metropolitan Life Separate Account E; Deferred Annuities--Purchase Payments (Allocation of Purchase Payments and Limits on Purchase Payments); The Value of Your Investment; Income Options; Allocation; The Value of Your Income Payments;

		General Information--Administration (Purchase Payments)
11.	Redemptions...............	Deferred Annuities--Access to Your Money (Systematic Withdrawal Program for Deferred Annuities and Minimum Distribution); Deferred Annuities--WIthdrawal Charges (When No Withdrawal Charge Applies); General Information--When We Can Cancel Your Deferred Annuity
12.	Taxes.....................	Income Taxes
13.	Legal Proceedings.........	Not Applicable
14.	Table of Contents of the Statement of Additional Information..............	Table of Contents of the Statement of Additional Information
15.	Cover Page................	Cover Page
16.	Table of Contents.........	Table of Contents

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Form N-4 Item No.		Prospectus Heading
<C>	<S>	<C>
17.	General Information and History.....................	Not Applicable
18.	Services....................	Independent Auditors; Services; Distribution of Certificates and Interests in the Deferred Annuities
19.	Purchase of Securities Being Offered....................	Not Applicable
20.	Underwriters................	Distribution of Certificates and Interests in the Deferred Annuities; Early Withdrawal Charge
21.	Calculation of Performance	Performance Data

	Data........................	
22.	Annuity Payments............	Variable Income Payments
23.	Financial Statements.........	Financial Statements of the Separate Account; Financial Statements of MetLife

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VARIABLE ANNUITY
date to come

Preference Plus Select
Variable Annuity

[GRAPHIC]

- Non-Qualified Annuities
- Individual Retirement Annuities
- Roth Individual Retirement Annuities
- Simplified Employee Pensions

[GRAPHIC APPEARS HERE]

MetLife

Preference Plus(R) Select Variable Annuity Contracts

Issued by Metropolitan Life Insurance Company

This Prospectus describes individual Preference Plus Select contracts for deferred variable annuities ("Deferred Annuities").

You decide how to allocate your money among the various available investment choices. The investment choices available to you are listed in the contract for your Deferred Annuity. Your choices may include the Fixed Account (not described in this Prospectus) and investment divisions available through Metropolitan Life Separate Account E which, in turn, invest in the following corresponding portfolios of the Metropolitan Series Fund, Inc. ("Metropolitan Fund"), series of the New England Zenith Fund ("Zenith Fund"), portfolios of the Met Investors Series Trust ("Met Investors Fund") and funds of the American Funds Insurance Series ("American Fund"). For convenience, the portfolios, the series and the funds are referred to as "Portfolios" in this Prospectus.

<TABLE>

<S>	<C>
Saloman Brothers U.S. Government	MetLife Mid Cap Stock Index
Lehman Brothers(R) Aggregate Bond Index	Neuberger Berman Partners Mid Cap Value
State Street Research Income	Harris Oakmark Mid Cap Value
PIMCO Total Return	MFS Mid Cap Growth
Salomon Brothers Strategic Bond Opportunities	Janus Mid Cap
State Street Research Diversified	State Street Research Aggressive Growth
MetLife Stock Index	Loomis Sayles High Yield Bond
American Funds Growth-Income	Russell 2000(R) Index
Harris Oakmark Large Cap Value	T. Rowe Price Small Cap Growth
T. Rowe Price Large Cap Growth	Loomis Sayles Small Cap

MFS Investors Trust	State Street Research Aurora Small Cap Value
State Street Research Investment Trust (formerly State Street Research Growth)	Franklin Templeton Small Cap Growth
	PIMCO Innovation
MFS Research Managers	Scudder Global Equity
American Funds Growth	Morgan Stanley EAFE(R) Index
Janus Growth	MFS Research International
Davis Venture Value	Putnam International Stock
Putnam Large Cap Growth	American Funds Global Small Capitalization

</TABLE>

How to learn more:

Before investing, read this Prospectus. The Prospectus contains information about the Deferred Annuities and Metropolitan Life Separate Account E which you should know before investing. Keep this Prospectus for future reference. For more information, request a copy of the Statement of Additional Information ("SAI"), dated . The SAI is considered part of this Prospectus as though it were included in the Prospectus. The Table of Contents of the SAI appears on page 74 of this Prospectus. To request a free copy of the SAI or to ask questions, write or call:

Metropolitan Life Insurance Company

485E US Highway 1 South, 4th Floor

Iselin, NJ 08830
Attention: Brian Mack
Phone: (800) 553-4459
[GRAPHIC]

Deferred Annuities Available:

. Non-Qualified

. Traditional IRA

. Roth IRA

. Simplified Employee Pensions (SEPs)

Classes Available
for each
Deferred Annuity

. B

. Bonus

. C

. L

A word about investment risk:

An investment in any of these variable annuities involves investment risk. You could lose money you invest. Money invested is NOT:

. a bank deposit or obligation;

. federally insured or guaranteed; or

. endorsed by any bank or other government agency.

Each class of the Deferred Annuities has its own Separate Account charge and withdrawal charge schedule. Each provides the opportunity to invest for retirement. The expenses for the Bonus Class of the Deferred Annuity may be higher than similar contracts without a bonus. The purchase payment credits ("Bonus") may be more than offset by the higher expenses for the Bonus Class.

The Securities and Exchange Commission has a Web site (http://www.sec.gov) which you may visit to view this Prospectus, SAI and other information. The Securities and Exchange Commission has not approved or disapproved these securities or determined if this Prospectus is truthful or complete. Any representation otherwise is a criminal offense.

This Prospectus is not valid unless attached to the current Metropolitan Fund, Zenith Fund, Met Investors Fund and American Fund prospectuses which are attached to the back of this Prospectus. You should read these prospectuses carefully before purchasing a Deferred Annuity.

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MetLife does not intend to offer the Deferred Annuities anywhere they may not lawfully be offered and sold. MetLife has not authorized any information or representations about the Deferred Annuities other than the information in this Prospectus, the attached prospectuses, supplements to the prospectuses or any supplemental sales material we authorize.

[GRAPHIC]

Important Terms You Should Know
[GRAPHIC]

Account Balance

When you purchase a Deferred Annuity, an account is set up for you. Your Account Balance is the total amount of money credited to you under your Deferred Annuity including money in the investment divisions of the Separate Account, the Fixed Account and the Enhanced Dollar Cost Averaging Program.

Accumulation Unit Value

With a Deferred Annuity, money paid-in or transferred into an investment division of the Separate Account is credited to you in the form of accumulation units. Accumulation units are established for each investment division. We determine the value of these accumulation units at the close of the Exchange each day the Exchange is open for regular trading. The Exchange usually closes at 4 p.m. Eastern Time but may close earlier or later. The values increase or decrease based on the investment performance of the corresponding underlying portfolios.

Administrative Office

Your Administrative Office is the MetLife office that will generally handle the processing of all your requests concerning your Deferred Annuity. Your contract will indicate the address of your Administrative Office. We will notify you if there is a change in the address of your Administrative Office.

Annuitant

The natural person whose life is the measure for determining the duration and the dollar amount of income payments. The contract also permits the naming of contingent annuitants; contingent annuitants lives are the measure for determining the duration and the dollar amount of income payments if the annuitant has died before income payments begin.

Annuity Unit Value

With a variable pay-out option, the money paid-in or transferred into an investment division of the Separate Account is held in the form of annuity units. Annuity units are established for each investment division. We determine the value of these annuity units at the close of the Exchange each day the Exchange is open for regular trading. The Exchange usually closes at 4 p.m. Eastern Time but may close earlier or later. The values increase or decrease based on the investment performance of the corresponding underlying portfolios.

Assumed Investment Return (AIR)

Under a variable pay-out option, the AIR is a percentage rate of return assumed to determine the amount of the first variable income payment. The AIR is also the benchmark that is used to calculate the investment performance of a given investment division to determine all subsequent payments to you.

Beneficiary

The person who receives a benefit, including continuing payments or a lump sum payment, if the owner dies.

Contract

A contract is the legal agreement between you and MetLife. This document contains relevant provisions of your Deferred Annuity. MetLife issues contracts for each of the annuities described in this Prospectus.

Contract Anniversary

An anniversary of the date we issue the Deferred Annuity.

Contract Year

The Contract Year for a Deferred Annuity is the one year period starting on the date we issue the contract and each Contract Anniversary thereafter.

Exchange

In this Prospectus, the New York Stock Exchange is referred to as the "Exchange."

Investment Division

Investment divisions are subdivisions of the Separate Account. When you allocate or transfer money to an investment division, the investment division purchases shares of a portfolio (with the same name) within the Metropolitan Fund, Zenith Fund, Met Investors Fund or American Fund.

MetLife

MetLife is Metropolitan Life Insurance Company which is the company that issues the Deferred Annuities. Throughout this Prospectus, MetLife is also referred to as "we," "us" or "our."

Owner

The person or entity which has all rights including the right to direct who receives income payments.

Separate Account

A separate account is an investment account. All assets contributed to investment divisions under the Deferred Annuities are pooled in the Separate Account and maintained for the benefit of investors in Deferred Annuities.

Variable Annuity

An annuity in which returns/income payments are based upon the performance of investments such as stocks and bonds held by one or more underlying portfolios. You assume the investment risk for any amounts allocated to the investment divisions in a variable annuity.

Withdrawal Charge

The withdrawal charge is the amount we deduct from your Account Balance, if you withdraw money prematurely from a Deferred Annuity. This charge is often referred to as a deferred sales load or back-end sales load.

You

In this Prospectus "you" is the owner of the Deferred Annuity.

TABLE OF EXPENSES--PREFERENCE PLUS SELECT DEFERRED ANNUITIES

The following table shows Separate Account, Metropolitan Fund Class E, Zenith Fund Class E, Met Investors Fund Class E and American Fund Class 2 charges and expenses. The numbers in the table for the Separate Account, the Metropolitan Fund, the Zenith Fund, the Met Investors Fund and the American Fund are based on past experience except where estimates or actual experience of other classes of shares are used, as noted below. The numbers in the table are subject to change. The table is not intended to show your actual total combined expenses of the Separate Account, Metropolitan Fund, Zenith Fund, Met Investors Fund and American Fund, which may be higher or lower. There are no fees for the Fixed Account and the Enhanced Dollar Cost Averaging Program. The table does not show premium and other taxes which may apply. We have provided examples to show you the impact of Separate Account, Metropolitan Fund, Zenith Fund, Met Investors Fund and American Fund charges and expenses on a hypothetical investment of $1,000 for an assumed average Account Balance of $39,000, that has an assumed 5% annual return on the investment, the Greater of Annual Step-Up or 5% Annual Increase Death Benefit, the Guaranteed Minimum Income Benefit and the Earnings Preservation Benefit.

Separate Account, Metropolitan Fund, Zenith Fund, Met Investors Fund and American Fund expenses for the fiscal year ending December 31, 2000:

Contract Owner Transaction Expenses For All Investment Divisions Currently Offered

<TABLE>
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Sales Charge Imposed on Purchase Payments................................	None
Withdrawal Charge (as a percentage of each purchase payment) (1):	

</TABLE>

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IF WITHDRAWN DURING YEAR	B CLASS	BONUS CLASS	C CLASS	L CLASS
<S>	<C>	<C>	<C>	<C>
1....................................	7%	9%	None	7%
2....................................	6%	8%		6%
3....................................	6%	8%		5%
4....................................	5%	7%		0%
5....................................	4%	6%		0%
6....................................	3%	4%		0%
7....................................	2%	3%		0%
Thereafter...........................	0%	0%		0%

</TABLE>

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Transfer Fee (2)	None
(We reserve the right to impose a transfer fee in the future. The amount of this fee will be no greater than $25 per transfer.)	
Surrender Fee	None

</TABLE>

(as a percentage of average daily net assets in the investment divisions)

Separate Account Annual Expenses

<TABLE>
<S> <C> <C>

Separate Account Charge..

Separate Account Charge for all investment divisions except the American Fund Growth-Income, American Fund Growth and American

Fund Global Small Capitalization Investment Divisions (3)* ......
</TABLE>

<TABLE>
<CAPTION>

<S>	<C>	B CLASS <C>	BONUS CLASS** <C>	C CLASS <C>	L CLASS <C>
Basic Death Benefit.........		1.25%	1.70%	1.65%	1.50%
Annual Step-Up Death Benefit.....................	Basic	+ .10%	+.10%	+.10%	+.10%
Greater of Annual Step-Up or 5%.........................	Basic	+ .25%	+.25%	+.25%	+.25%
Annual Increase Death Benefit					
Earnings Preservation Benefit....................		.25%	.25%	.25%	.25%

</TABLE>

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Separate Account Charge for the American Fund Growth-Income, American Fund Growth and American Fund Global Small Capitalization Investment Divisions (3)* ....
</TABLE>

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<CAPTION>

<S>	<C>	B CLASS <C>	BONUS CLASS** <C>	C CLASS <C>	L CLASS <C>
Basic Death Benefit.........		1.40%	1.85%	1.80%	1.65%
Annual Step-Up Death Benefit....................	Basic	+.10%	+.10%	+.10%	+.10%
Greater of Annual Step-Up or 5%.........................	Basic	+.25%	+.25%	+.25%	+.25%
Annual Increase Death Benefit					
Earnings Preservation Benefit....................		.25%	.25%	.25%	.25%

</TABLE>

* We reserve the right to impose an increased Separate Account charge on investment divisions that we add to the contract in the future. The increase will not exceed the annual rate of 0.25% of the average daily net assets in

any such investment divisions.

** The Separate Account charge for the Bonus Class will be reduced by 0.45% to 1.25% after you have held the contract for seven years.

Other Contract Fees

Annual Contract Fee (4)	$30
Guaranteed Minimum Income Benefit (5)	.35%

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Metropolitan Fund Class E Annual Expenses

(as a percentage of average net assets) (7)(15)(18)	A MANAGEMENT FEES	B 12b-1 FEES	C OTHER EXPENSES BEFORE REIMBURSEMENT	A+B+C=D TOTAL EXPENSES BEFORE REIMBURSEMENT	E REIMBURSEMENT	D-E=F TOTAL EXPENSES AFTER REIMBURSEMENT
Lehman Brothers(R) Aggregate Bond Index Portfolio	.25	.15	.12	.52	.00	.52
State Street Research Income Portfolio (6)...	.33	.15	.05	.53	.00	.53
State Street Research Diversified Portfolio (6)....................	.43	.15	.03	.61	.00	.61
MetLife Stock Index Portfolio	.25	.15	.03	.43	.00	.43

Harris Oakmark Large Cap Value Portfolio (6)....	.75	.15	.19	1.09	.00	1.09
T. Rowe Price Large Cap Growth Portfolio (6)...	.64	.15	.14	.93	.00	.93
State Street Research Investment Trust Portfolio (6)..........	.47	.15	.03	.65	.00	.65
Janus Growth Portfolio (6)(9)(14).............	.80	.15	.29	1.24	.14	1.10
Putnam Large Cap Growth Portfolio (6)(10)......	.80	.15	.59	1.54	.39	1.15
MetLife Mid Cap Stock Index Portfolio (10)...	.25	.15	.58	.98	.38	.60
Neuberger Berman Partners Mid Cap Value Portfolio (6)..........	.70	.15	.19	1.04	.00	1.04
Janus Mid Cap Portfolio (6)....................	.66	.15	.04	.85	.00	.85
State Street Research Aggressive Growth Portfolio (6)..........	.69	.15	.04	.88	.00	.88
Loomis Sayles High Yield Bond Portfolio	.70	.15	.18	1.03	.00	1.03
Russell 2000(R) Index Portfolio (8)(9).......	.25	.15	.30	.70	.00	.70
T. Rowe Price Small Cap Growth Portfolio (6)...	.52	.15	.06	.73	.00	.73
State Street Research Aurora Small Cap Value Portfolio (6)(10)......	.85	.15	.20	1.20	.00	1.20
Franklin Templeton Small Cap Growth Portfolio (6)(9)(14).............	.90	.15	.71	1.76	.56	1.20
Scudder Global Equity Portfolio (6)..........	.61	.15	.17	.93	.00	.93
Morgan Stanley EAFE(R)						

Index Portfolio (8)(9).................	.30	.15	.48	.93	.08	.85
Putnam International Stock Portfolio (6)....	.90	.15	.24	1.29	.00	1.29

</TABLE>

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Zenith Fund Class E Annual Expenses (as a percentage of average net assets) (15)(18)	A MANAGEMENT FEES	B 12b-1 FEES	C OTHER EXPENSES BEFORE REIMBURSEMENT	A+B+C=D TOTAL EXPENSES BEFORE REIMBURSEMENT	E REIMBURSEMENT	D-E=F TOTAL EXPENSES AFTER REIMBURSEMENT
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Salomon Brothers U.S. Government Portfolio (9)(13)................	.55	.15	.16	.86	.01	.85
Salomon Brothers Strategic Bond Opportunities Portfolio..............	.65	.15	.13	.93	.00	.93
MFS Investors Trust Portfolio (9)(13)......	.75	.15	.82	1.72	.67	1.05
MFS Research Managers Portfolio (9)(13)......	.75	.15	.50	1.40	.35	1.05
Davis Venture Value Portfolio (6)..........	.75	.15	.04	.94	.00	.94
Harris Oakmark Mid Cap Value Portfolio (9)(13)................	.75	.15	.21	1.11	.06	1.05
Loomis Sayles Small Cap Portfolio (6)(11)(13)..	.90	.15	.06	1.11		

.00 1.11
</TABLE>

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Met Investors Fund Class E Annual Expenses
(as a percentage of average net assets) (15)

	A MANAGEMENT FEES (BEFORE FEE WAIVER)	B MANAGEMENT FEES (AFTER FEE WAIVER)	C 12b-1 FEES	D OTHER EXPENSES BEFORE REIMBURSEMENT	E OTHER EXPENSES AFTER REIMBURSEMENT	A+C+D=F TOTAL EXPENSES BEFORE WAIVER AND REIMBURSEMENT	G WAIVER AND REIMBURSEMENT	F-G=H TOTAL EXPENSES AFTER WAIVER AND REIMBURSEMENT
PIMCO Total Return Portfolio (12).....	.50	.41	.15	.24	.24	.89	.09	.80
MFS Mid Cap Growth Portfolio (6)(12)..	.65	.62	.15	.18	.18	.98	.03	.95
PIMCO Innovation Portfolio (12).....	1.05	.69	.15	.41	.41	1.61	.36	1.25
MFS Research International Portfolio (6)(12)..	.80	.71	.15	.29	.29	1.24	.09	1.15

</TABLE>

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American Fund Class 2 Annual Expenses (as a percentage of average net assets) (15)

	A MANAGEMENT FEES	B 12b-1 FEES	C OTHER EXPENSES BEFORE REIMBURSEMENT	A+B+C=D TOTAL EXPENSES BEFORE REIMBURSEMENT	E REIMBURSEMENT	D-E=F TOTAL EXPENSES AFTER REIMBURSEMENT
American Funds Growth-Income Portfolio (6)...	.34	.25	.01	.60	.00	.60
American Funds Growth Portfolio (6)..........	.36	.25	.02	.63	.00	.63
American Funds Global Small Capitalization Portfolio (6)..........	.80	.25	.06	1.11	.00	1.11

</TABLE>

<TABLE>
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Examples

Example 1. This example shows the dollar amount of expenses that you would bear directly or indirectly on a $1,000 investment (where your total Account Balance is $39,000) assuming (16):

- you select the B Class;
- the underlying Portfolio earns a 5% annual return;
- you select the Greater of Annual Step-Up or 5% Annual Increase Death Benefit;
- you select the Guaranteed Minimum Income Benefit;
- you select the Earnings Preservation Benefit; and
- you fully surrender your contract, with applicable withdrawal charges deducted.

	1 YEAR	3 YEARS	5 YEARS	10 YEARS

<S>	<C>	<C>	<C>	<C>
Salomon Brothers U.S. Government Division.............	$101	$150	$199	$347
Lehman Brothers(R) Aggregate Bond Index Division......	98	140	183	315
State Street Research Income Division.................	98	140	183	316
PIMCO Total Return Division...........................	101	148	197	342
Salomon Brothers Strategic Bond Opportunities Division..	102	152	203	355
State Street Research Diversified Division............	99	142	187	324
MetLife Stock Index Division..........................	97	137	178	305
American Funds Growth-Income Division.................	100	147	194	337
Harris Oakmark Large Cap Value Division...............	104	157	211	370
T. Rowe Price Large Cap Growth Division...............	102	152	203	355
MFS Investors Trust Division..........................	103	156	209	366
State Street Research Investment Trust Division.......	99	144	189	328
MFS Research Managers Division........................	103	156	209	366
American Funds Growth Division........................	100	148	196	340
Janus Growth Division.................................	104	157	212	371
Davis Venture Value Division..........................	102	152	204	356
Putnam Large Cap Growth Division......................	104	159	214	376
MetLife Mid Cap Stock Index Division..................	99	142	187	323
Neuberger Berman Partners Mid Cap Value Division......	103	155	209	365
Harris Oakmark Mid Cap Value Division.................	103	156	209	366
MFS Mid Cap Growth Division...........................	102	153	204	357
Janus Mid Cap Division................................	101	150	199	347
State Street Research Aggressive Growth Division......	101	151	201	350
Loomis Sayles High Yield Bond Division................	103	155	208	365
Russell 2000(R) Index Division........................	100	145	192	332
T. Rowe Price Small Cap Growth Division...............	100	146	193	335
Loomis Sayles Small Cap Division......................	104	158	212	372
State Street Research Aurora Small Cap Value Division..	105	160	217	381
Franklin Templeton Small Cap Growth Division..........	105	160	217	381
PIMCO Innovation Division.............................	105	162	219	385
Scudder Global Equity Division........................	102	152	203	355
Morgan Stanley EAFE(R) Index Division.................	101	150	199	347
MFS Research International Division..................	104	159	214	376
Putnam International Stock Division...................	106	163	221	389
American Funds Global Small Capitalization Division...	105	162	220	386

</TABLE>

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Example 2. This example shows the dollar amount of expenses that you would bear directly or indirectly on a $1,000 investment (where your total Account Balance is $39,000) assuming (16)(17):

- you select the B Class;
- the underlying Portfolio earns a 5% annual return;
- you select the Greater of Annual Step-Up or 5% Annual Increase Death Benefit;
- you select the Guaranteed Minimum Income Benefit;
- you select the Earnings Preservation Benefit; and
- you do not surrender your contract or you elect to annuitize (elect a pay-out option) (no withdrawal charges would be deducted).

<S>	1 YEAR <C>	3 YEARS <C>	5 YEARS <C>	10 YEARS <C>
Salomon Brothers U.S. Government Division.............	$31	$ 96	$163	$347
Lehman Brothers(R) Aggregate Bond Index Division......	28	86	147	315
State Street Research Income Division.................	28	86	147	316
PIMCO Total Return Division...........................	31	94	161	342
Salomon Brothers Strategic Bond Opportunities Division..	32	98	167	355
State Street Research Diversified Division............	29	88	151	324
MetLife Stock Index Division..........................	27	83	142	305
American Funds Growth-Income Division.................	30	93	158	337
Harris Oakmark Large Cap Value Division...............	34	103	175	370
T. Rowe Price Large Cap Growth Division...............	32	98	167	355
MFS Investors Trust Division..........................	33	102	173	366
State Street Research Investment Trust Division.......	29	90	153	328
MFS Research Managers Division........................	33	102	173	366
American Funds Growth Division........................	30	94	160	340
Janus Growth Division.................................	34	103	176	371
Davis Venture Value Division..........................	32	98	168	356
Putnam Large Cap Growth Division......................	34	105	178	376
MetLife Mid Cap Stock Index Division..................	29	88	151	323
Neuberger Berman Partners Mid Cap Value Division......	33	101	173	365
Harris Oakmark Mid Cap Value Division.................	33	102	173	366
MFS Mid Cap Growth Division...........................	32	99	168	357
Janus Mid Cap Division................................	31	96	163	347
State Street Research Aggressive Growth Division......	31	97	165	350
Loomis Sayles High Yield Bond Division................	33	101	172	365
Russell 2000(R) Index Division........................	30	91	156	332
T. Rowe Price Small Cap Growth Division...............	30	92	157	335
Loomis Sayles Small Cap Division......................	34	104	176	372
State Street Research Aurora Small Cap Value Division..	35	106	181	381
Franklin Templeton Small Cap Growth Division..........	35	106	181	381
PIMCO Innovation Division.............................	35	108	183	385
Scudder Global Equity Division........................	32	98	167	355
Morgan Stanley EAFE(R) Index Division.................	31	96	163	347
MFS Research International Division...................	34	105	178	376
Putnam International Stock Division...................	36	109	185	389
American Funds Global Small Capitalization Division...	35	108	184	386

</TABLE>

<TABLE>
<CAPTION>

Example 3. This example shows the dollar amount of expenses that you would bear directly or indirectly on a $1,000 investment (where your total Account Balance is $39,000) assuming (16):

. you select the Bonus Class;
. the underlying Portfolio earns a 5% annual return;
. you select the Greater of Annual Step-Up or 5% Annual Increase Death Benefit;
. you select the Guaranteed Minimum Income Benefit;
. you select the Earnings Preservation Benefit; and
. you fully surrender your contract, with applicable withdrawal charges deducted.

	1 YEAR	3 YEARS	5 YEARS	10 YEARS
<S>	<C>	<C>	<C>	<C>
Salomon Brothers U.S. Government Division.............	$126	$181	$240	$375
Lehman Brothers(R) Aggregate Bond Index Division......	122	171	223	343
State Street Research Income Division.................	122	172	224	344
PIMCO Total Return Division...........................	125	180	237	370
Salomon Brothers Strategic Bond Opportunities Division..	127	184	244	383
State Street Research Diversified Division............	123	174	228	352
MetLife Stock Index Division..........................	121	169	219	334
American Funds Growth-Income Division.................	125	178	235	366
Harris Oakmark Large Cap Value Division...............	128	189	252	397
T. Rowe Price Large Cap Growth Division...............	127	184	244	383
MFS Investors Trust Division..........................	128	187	250	394
State Street Research Investment Trust Division.......	124	175	230	356
MFS Research Managers Division........................	128	187	250	394
American Funds Growth Division........................	125	179	236	368
Janus Growth Division.................................	128	189	252	398
Davis Venture Value Division..........................	127	184	244	383
Putnam Large Cap Growth Division......................	129	190	254	403
MetLife Mid Cap Stock Index Division..................	123	174	227	351
Neuberger Berman Partners Mid Cap Value Division......	128	187	249	393
Harris Oakmark Mid Cap Value Division.................	128	187	250	394
MFS Mid Cap Growth Division...........................	127	184	245	384
Janus Mid Cap Division................................	126	181	240	375
State Street Research Aggressive Growth Division......	126	182	241	378
Loomis Sayles High Yield Bond Division................	128	187	249	392
Russell 2000(R) Index Division........................	124	177	232	361
T. Rowe Price Small Cap Growth Division...............	125	178	234	364
Loomis Sayles Small Cap Division......................	128	189	252	399

State Street Research Aurora Small Cap Value Division	129	192	257	407
Franklin Templeton Small Cap Growth Division	129	192	257	407
PIMCO Innovation Division	130	193	259	412
Scudder Global Equity Division	127	184	244	383
Morgan Stanley EAFE(R) Index Division	126	181	240	375
MFS Research International Division	129	190	254	403
Putnam International Stock Division	130	195	261	416
American Funds Global Small Capitalization Division	130	194	260	413

</TABLE>

Example 4. This example shows the dollar amount of expenses that you would bear directly or indirectly on a $1,000 investment (where your total Account Balance is $39,000) assuming (16)(17):

. you select the Bonus Class;
. the underlying Portfolio earns a 5% annual return;
. you select the Greater of Annual Step-Up or 5% Annual Increase Death Benefit;

. you select the Guaranteed Minimum Income Benefit;

. you select the Earnings Preservation Benefit; and

. you do not surrender your contract or you elect to annuitize (elect a pay-out option) (no withdrawal charges would be deducted).

<TABLE>
<CAPTION>

<S>	1 YEAR <C>	3 YEARS <C>	5 YEARS <C>	10 YEARS <C>
Salomon Brothers U.S. Government Division	$36	$109	$186	$375
Lehman Brothers(R) Aggregate Bond Index Division	32	99	169	343
State Street Research Income Division	32	100	170	344
PIMCO Total Return Division	35	108	183	370
Salomon Brothers Strategic Bond Opportunities Division	37	112	190	383
State Street Research Diversified Division	33	102	174	352
MetLife Stock Index Division	31	97	165	334
American Funds Growth-Income Division	35	106	181	366
Harris Oakmark Large Cap Value Division	38	117	198	397

T. Rowe Price Large Cap Growth Division	37	112	190	383
MFS Investors Trust Division	38	115	196	394
State Street Research Investment Trust Division	34	103	176	356
MFS Research Managers Division	38	115	196	394
American Funds Growth Division	35	107	182	368
Janus Growth Division	38	117	198	398
Davis Venture Value Division	37	112	190	383
Putnam Large Cap Growth Division	39	118	200	403
MetLife Mid Cap Stock Index Division	33	102	173	351
Neuberger Berman Partners Mid Cap Value Division	38	115	195	393
Harris Oakmark Mid Cap Value Division	38	115	196	394
MFS Mid Cap Growth Division	37	112	191	384
Janus Mid Cap Division	36	109	186	375
State Street Research Aggressive Growth Division	36	110	187	378
Loomis Sayles High Yield Bond Division	38	115	195	392
Russell 2000(R) Index Division	34	105	178	361
T. Rowe Price Small Cap Growth Division	35	106	180	364
Loomis Sayles Small Cap Division	38	117	198	399
State Street Research Aurora Small Cap Value Division	39	120	203	407
Franklin Templeton Small Cap Growth Division	39	120	203	407
PIMCO Innovation Division	40	121	205	412
Scudder Global Equity Division	37	112	190	383
Morgan Stanley EAFE(R) Index Division	36	109	186	375
MFS Research International Division	39	118	200	403
Putnam International Stock Division	40	123	207	416
American Funds Global Small Capitalization Division	40	122	206	413

</TABLE>

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Example 5. This example shows the dollar amount of expenses that you would bear directly or indirectly on a $1,000 investment (where your total Account Balance is $39,000) assuming (16):

. you select the C Class;
. the underlying Portfolio earns a 5% annual return;
. you select the Greater of Annual Step-Up or 5% Annual Increase Death Benefit;
. you select the Guaranteed Minimum Income Benefit; and
. your select the Earnings Preservation Benefit; and
. you surrender your contract, do not surrender your contract, you elect to annuitize, or you do not elect to annuitize (no withdrawal charges apply to the C Class).

	1 YEAR	3 YEARS	5 YEARS	10 YEARS

<S> <C> <C> <C> <C>

Salomon Brothers U.S. Government Division.............	$35	$108	$183	$385
Lehman Brothers(R) Aggregate Bond Index Division......	32	98	167	354
State Street Research Income Division.................	32	98	167	355
PIMCO Total Return Division...........................	35	106	181	381
Salomon Brothers Strategic Bond Opportunities Division...	36	110	187	393
State Street Research Diversified Division............	33	101	171	363
MetLife Stock Index Division..........................	31	95	162	345
American Funds Growth-Income Division.................	34	105	178	376
Harris Oakmark Large Cap Value Division...............	38	115	195	407
T. Rowe Price Large Cap Growth Division...............	36	110	187	393
MFS Investors Trust Division..........................	37	114	193	404
State Street Research Investment Trust Division.......	33	102	173	366
MFS Research Managers Division........................	37	114	193	404
American Funds Growth Division........................	35	106	180	379
Janus Growth Division.................................	38	115	196	408
Davis Venture Value Division..........................	36	111	188	394
Putnam Large Cap Growth Division......................	38	117	198	413
MetLife Mid Cap Stock Index Division..................	33	100	171	362
Neuberger Berman Partners Mid Cap Value Division......	37	114	193	403
Harris Oakmark Mid Cap Value Division.................	37	114	193	404
MFS Mid Cap Growth Division...........................	36	111	188	395
Janus Mid Cap Division................................	35	108	183	385
State Street Research Aggressive Growth Division......	36	109	185	388
Loomis Sayles High Yield Bond Division................	37	113	192	402
Russell 2000(R) Index Division........................	34	103	176	371
T. Rowe Price Small Cap Growth Division...............	34	104	177	374
Loomis Sayles Small Cap Division......................	38	116	196	409
State Street Research Aurora Small Cap Value Division...	39	118	200	417
Franklin Templeton Small Cap Growth Division..........	39	118	200	417
PIMCO Innovation Division.............................	39	120	203	422
Scudder Global Equity Division........................	36	110	187	393
Morgan Stanley EAFE(R) Index Division.................	35	108	183	385
MFS Research International Division..................	38	117	198	413
Putnam International Stock Division...................	40	121	205	426
American Funds Global Small Capitalization Division...	39	120	203	423

</TABLE>

<TABLE>
<CAPTION>

Example 6. This example shows the dollar amount of expenses that you would bear directly or indirectly on a $1,000 investment (where your total Account

Balance is $39,000) assuming (16):

- you select the L Class;
- the underlying Portfolio earns a 5% annual return;
- you select the Greater of Annual Step-Up or 5% Annual Increase Death Benefit;
- you select the Guaranteed Minimum Income Benefit;
- you select the Earnings Preservation Benefit; and
- you fully surrender your contract with applicable withdrawal charges deducted.

	1 YEAR	3 YEARS	5 YEARS	10 YEARS
<S>	<C>	<C>	<C>	<C>
Salomon Brothers U.S. Government Division.............	$104	$148	$176	$371
Lehman Brothers(R) Aggregate Bond Index Division......	100	138	159	339
State Street Research Income Division.................	100	139	160	340
PIMCO Total Return Division...........................	103	147	173	366
Salomon Brothers Strategic Bond Opportunities Division..	105	151	180	379
State Street Research Diversified Division............	101	141	164	348
MetLife Stock Index Division..........................	99	135	155	330
American Funds Growth-Income Division.................	103	145	171	362
Harris Oakmark Large Cap Value Division...............	106	156	188	394
T. Rowe Price Large Cap Growth Division...............	105	151	180	379
MFS Investors Trust Division..........................	106	154	186	390
State Street Research Investment Trust Division.......	102	142	166	352
MFS Research Managers Division........................	106	154	186	390
American Funds Growth Division........................	103	146	172	365
Janus Growth Division.................................	106	156	188	395
Davis Venture Value Division..........................	105	151	180	380
Putnam Large Cap Growth Division......................	107	157	191	399
MetLife Mid Cap Stock Index Division..................	101	141	163	347
Neuberger Berman Partners Mid Cap Value Division......	106	154	185	389
Harris Oakmark Mid Cap Value Division.................	106	154	186	390
MFS Mid Cap Growth Division...........................	105	151	181	381
Janus Mid Cap Division................................	104	148	176	371
State Street Research Aggressive Growth Division......	104	149	177	374
Loomis Sayles High Yield Bond Division................	106	154	185	388
Russell 2000(R) Index Division........................	102	144	168	367
T. Rowe Price Small Cap Growth Division...............	102	145	170	360
Loomis Sayles Small Cap Division......................	106	156	189	396
State Street Research Aurora Small Cap Value Division..	107	159	193	404
Franklin Templeton Small Cap Growth Division..........	107	159	193	404
PIMCO Innovation Division.............................	108	160	196	408
Scudder Global Equity Division........................	105	151	180	379
Morgan Stanley EAFE(R) Index Division.................	104	148	176	371
MFS Research International Division...................	107	157	191	399
Putnam International Stock Division...................	108	162	198	412
American Funds Global Small Capitalization Division...	108	161	196	409

</TABLE>

<TABLE>
<CAPTION>

Example 7. This example shows the dollar amount of expenses that you would bear directly or indirectly on a $1,000 investment (where your total Account Balance is $39,000 (16)(17):

- you select the L Class;
- the underlying Portfolio earns a 5% annual return;
- you select the Greater of Annual Step-Up or 5% Annual Increase Death Benefit;
- you select the Guaranteed Minimum Income Benefit;
- you select the Earnings Preservation Benefit; and
- you do not surrender your contract or you elect to annuitize (elect a pay-out option) (no withdrawal charges would be deducted).

<S>	1 YEAR <C>	3 YEARS <C>	5 YEARS <C>	10 YEARS <C>
Salomon Brothers U.S. Government Division.............	$34	$ 103	$176	$371
Lehman Brothers(R) Aggregate Bond Index Division......	30	93	159	339
State Street Research Income Division.................	30	94	160	340
PIMCO Total Return Division...........................	33	102	173	366
Salomon Brothers Strategic Bond Opportunities Division..	35	106	180	379
State Street Research Diversified Division............	31	96	164	348
MetLife Stock Index Division..........................	29	90	155	330
American Funds Growth-Income Division.................	33	100	171	362
Harris Oakmark Large Cap Value Division...............	36	111	188	394
T. Rowe Price Large Cap Growth Division...............	35	106	180	379
MFS Investors Trust Division..........................	36	109	186	390
State Street Research Investment Trust Division.......	32	97	166	352
MFS Research Managers Division........................	36	109	186	390
American Funds Growth Division........................	33	101	172	365
Janus Growth Division.................................	36	111	188	395
Davis Venture Value Division..........................	35	106	180	380
Putnam Large Cap Growth Division......................	37	112	191	399
MetLife Mid Cap Stock Index Division..................	31	96	163	347
Neuberger Berman Partners Mid Cap Value Division......	36	109	185	389
Harris Oakmark Mid Cap Value Division.................	36	109	186	390
MFS Mid Cap Growth Division...........................	35	106	181	381
Janus Mid Cap Division................................	34	103	176	371
State Street Research Aggressive Growth Division......	34	104	177	374
Loomis Sayles High Yield Bond Division................	36	109	185	388
Russell 2000(R) Index Division........................	32	99	168	357

T. Rowe Price Small Cap Growth Division................	32	100	170	360
Loomis Sayles Small Cap Division.......................	36	111	189	396
State Street Research Aurora Small Cap Value Division..	37	114	193	404
Franklin Templeton Small Cap Growth Division..........	37	114	193	404
PIMCO Innovation Division.............................	38	115	196	408
Scudder Global Equity Division.........................	35	106	180	379
Morgan Stanley EAFE(R) Index Division.................	34	103	176	371
MFS Research International Division...................	37	112	191	399
Putnam International Stock Division...................	38	117	198	412
American Funds Global Small Capitalization Division...	38	116	196	409

</TABLE>

TABLE OF EXPENSES

/1/There are times when the withdrawal charge does not apply to amounts that are withdrawn from a Deferred Annuity. You may always withdraw earnings without a withdrawal charge. After the first Contract Year, you may also withdraw up to 10% of your total purchase payments without a withdrawal charge.

/2/We reserve the right to limit transfers as described later in this Prospectus.

/3/You pay the Separate Account charge with the basic death benefit for your class of the Deferred Annuity if you are in the pay-out phase of your contract.

/4/This fee is waived if the Account Balance is $50,000 or more. Regardless of the amount of your Account Balance, the entire fee will be deducted if you take a total withdrawal of your Account Balance. During the pay-out phase, we reserve the right to deduct this fee.

/5/The charge for the Guaranteed Minimum Income Benefit is a percentage of your guaranteed minimum income base, as defined later in the Prospectus, and is deducted at the end of each Contract Year by withdrawing amounts on a pro-rata basis from your Fixed Account Balance, your Enhanced Dollar Cost Averaging Program and your Separate Account Balance. (We take amounts from the Separate Account by cancelling accumulation units.) You do not pay this charge once you are in the pay-out phase of your contract.

/6/Each Portfolio's management fee decreases when its assets grow to certain dollar amounts. The "break point" dollar amounts at which the management fee declines are more fully explained in the prospectus and SAI for each respective fund.

/7/The Metropolitan Fund directed certain portfolio trades to brokers who paid a portion of the Fund's expenses. In addition, the Fund has entered into arrangements with its custodian whereby credits realized as a result of this practice were used to reduce a portion of each participating Portfolio's custodian fees. The expense information for the Metropolitan Fund Portfolios does not reflect these reductions or credits.

/8/These Portfolios began operating on November 9, 1998. MetLife Advisers, LLC ("MetLife Advisers") pays all expenses in excess of .30% and .40% of the average net assets for the Russell 2000(R) Index Portfolio and the Morgan Stanley EAFE(R) Index Portfolio, respectively, until each Portfolio's assets reach $200 million, or through April 30, 2002, whichever comes first. Expenses exclude management fees, brokerage commissions, taxes, interest and extraordinary or nonrecurring expenses and 12b-1 Plan fees (hereafter "Expenses"). These arrangements are voluntary and may be terminated by MetLife Advisers at any time upon notice to the Metropolitan Fund's Board of Directors and its shareholders.

/9/The "Other Expenses Before Reimbursement" for these Portfolios assumes no reduction of expenses of any kind. The "Total Expenses After Reimbursement" information for these Portfolios reflects expenses as if the expense reimbursement will be in effect for the entire current year. The effect of such reimbursements is that performance results are increased.

/10/MetLife Mid Cap Stock Index and State Street Research Aurora Small Cap Value Portfolios began operating on July 5, 2000. Putnam Large Cap Growth Portfolio began operating on May 1, 2000 and became available under the Deferred Annuities on July 5, 2000. MetLife Advisers will pay all Expenses in excess of .20% of the average net assets for each of these Portfolios until each Portfolio's total assets reach $100 million, or through April 30, 2002, for the Putnam Large Cap Growth and State Street Research Aurora Small Cap Value Portfolios, and through June 30, 2002, for the MetLife Mid Cap Stock Index Portfolio, whichever comes first. MetLife Advisers will continue to pay the Expenses of the MetLife Mid Cap Stock Index and State Street Research Aurora Small Cap Value Portfolios through April 30, 2002, irrespective of the total net assets of each Portfolio. These arrangements are voluntary and may be terminated by MetLife Advisers at any time upon notice to the Metropolitan Fund's Board of Directors and its shareholders. The "Other Expenses Before Reimbursement" information for the Putnam Large Cap Growth Portfolio assumes no reduction of Expenses of any kind. The "Other Expenses Before Reimbursement" for the MetLife Mid Cap Stock Index and State Street Research Aurora Small Cap Value Portfolios reflects an estimate of Expenses for calendar year 2001. The "Total Expenses After Reimbursement" for all Portfolios reflects Expenses as if the Expense reimbursement will be in effect for the entire current year. The effect of such reimbursement is that performance results are increased.

/11/This Portfolio has entered into arrangements with certain brokers who paid a portion of the Portfolio's expenses. The expense information for the Portfolio does not reflect these reductions.

/12/Met Investors Advisory Corp. and Met Investors

Fund have entered into an Expense Limitation Agreement whereby, for a period of at least one year from commencement of operations (February 12, 2001), the total of management fees and other expenses (excluding 12b-1 Plan fees) of certain Portfolios will not exceed, in any year in which the Agreement is in effect, the following percentages: .65% for the PIMCO Total Return Portfolio, 1.10% for the PIMCO Innovation Portfolio, .80% for the MFS Mid Cap Growth Portfolio and 1.00% for the MFS Research International Portfolio. Under certain circumstances, any fees waived or expenses reimbursed by the investment manager may, with the approval of the Fund's Board of Trustees, be repaid to the investment manager.

The "Total Expenses Before Waiver and Reimbursement" assumes no reduction of expenses of any kind. The amounts shown above under "Other Expenses After Reimbursement" are an estimate of what the expenses will be for the period ending December 31, 2001, after expense reimbursement. The effect of such waiver and reimbursement is that performance results are increased. Absent these expense reimbursement arrangements, the total annual portfolio expenses for the year ending December 31, 2001 are estimated to be: 1.61% for the PIMCO Innovation Portfolio, .98% for the MFS Mid Cap Growth Portfolio, 1.24% for the MFS Research International Portfolio and .89% for the PIMCO Total Return Portfolio.

/13/Pursuant to an Expense Agreement, MetLife Advisers has agreed to pay the operating expenses of the Class E shares of these Portfolios (exclusive of any brokerage costs, interest, taxes or extraordinary expenses) in excess of 1.05% of average net assets for all of these Portfolios (except Salomon Brothers U.S. Government which is 0.85% and Loomis Sayles Small Cap which is 1.15%

of average net assets) subject to the obligation of each Portfolio to repay MetLife Advisers such expenses in future years, if any, when the Portfolio's expenses fall below that percentage. However, no Portfolio is obligated to repay any expenses paid by MetLife Advisers more than two years after the end of the fiscal year in which such expenses were incurred (three years for the MFS Investors Trust and the MFS Research Managers Portfolios). This arrangement may be terminated at any time.

/14/MetLife Advisers has voluntary agreed to waive or pay all expenses (other than brokerage commissions, taxes, interest and any extraordinary or nonrecurring expenses) for the Janus Growth and the Franklin Templeton Small Cap Growth Portfolios greater than 1.10% and 1.20%, respectively, of average net assets through April 30, 2002. Such subsidy is subject to each Portfolio's obligation to repay MetLife Advisers in future years, if any, when the Portfolio's total operating expenses fall below the stated expense limit of 1.10% and 1.20%, respectively. Such deferred expenses may be charged to the applicable Portfolio in a subsequent year to the extent that the charge does not cause the total operating expenses in such subsequent year to exceed the expense limits of 1.10% and 1.20%, respectively. The applicable Portfolio, however, is not obligated to repay any expense paid by MetLife Advisers more than three years after the end of the fiscal year in which such expense was incurred. The information in the table is an estimate of first year expenses.

/15/Each of the Metropolitan Fund, Zenith Fund, Met Investors Fund and American Fund has adopted a Distribution Plan under Rule 12b-1 of the Investment Company Act of 1940. The Distribution Plan is described in more detail in each Fund's prospectus. We are paid the Rule 12b-1 fee.

/16/These examples assume that reimbursement of expenses was in effect.

/17/These examples assume no withdrawal charges are applicable. In order to make this assumption for a pay-out option under your Deferred Annuity, we also assumed that you selected an income payment type under which you will receive payments over your lifetime.

/18/Since Class E shares of the Metropolitan Fund and Zenith Fund did not exist as of December 31, 2000, "Other Expenses Before Reimbursement", "Total Expenses Before Reimbursement", "Reimbursement" and "Total Expenses After Reimbursement" reflect the actual expenses for the Class A shares of both funds for the fiscal year ending December 31, 2000.

[GRAPHIC]

MetLife

Metropolitan Life Insurance Company ("MetLife") is a wholly-owned subsidiary of MetLife, Inc., a publicly traded company. Our main office is located at One Madison Avenue, New York, New York 10010. MetLife was formed under the laws of New York State in 1868. Headquartered in New York City, we are a leading provider of insurance and financial services to a broad spectrum of individual and group customers. MetLife, Inc. through its subsidiaries and affiliates, provides individual insurance and investment products to approximately 9 million households in the United States and corporations and other institutions with 33 million employees and members. It also has international insurance operations in 12 countries.

Metropolitan Life

Separate Account E

We established Metropolitan Life Separate Account E on September 27, 1983. The purpose of the Separate Account is to hold the variable assets that underlie the Preference Plus Select Variable Annuity Contracts and some other variable annuity contracts we issue. We have registered the Separate Account with the Securities and Exchange Commission as a unit investment trust under the Investment Company Act of 1940.

The Separate Account's assets are solely for the benefit of those who invest in the Separate Account and no one else, including our creditors. We are obligated to pay all money we owe under the Deferred Annuities even if that amount exceeds the assets in the Separate Account. The assets of the Separate Account are held in our name on behalf of the Separate Account and legally belong to us. All the income, gains, and losses (realized or unrealized) resulting from these assets are credited to or charged against the contracts issued from this Separate Account without regard to our other business.

[GRAPHIC]

Variable Annuities

A Deferred Annuity consists of two phases: the accumulation or "pay-in" phase and the income or "pay-out" phase.

This Prospectus describes a type of variable annuity, a Deferred Annuity. These annuities are "variable" because the value of your account or income payment varies based on the investment performance of the investment divisions you choose. In short, the value of your Deferred Annuity and your income payments under a variable pay-out option of your Deferred Annuity may go up or down. Since the investment performance is not guaranteed, your money is at risk. The degree of risk will depend on the investment divisions you select. The Accumulation Unit Value or Annuity Unit Value for each investment division rises or falls based on the investment performance (or "experience") of the Portfolio with the same name. MetLife and its affiliates also offer other annuities not described in this Prospectus.

The Deferred Annuities have a fixed interest rate option called the "Fixed Account." With the Fixed Account, your money earns a rate of interest that we guarantee. The variable pay-out options under the Deferred Annuities have a fixed payment option called the "Fixed Income Option." Under the Fixed Income Option, we guarantee the amount of your fixed income payments. These fixed options are not described in this Prospectus although we occasionally refer to them.

The Deferred Annuity

You accumulate money in your account during the pay-in phase by making one or more purchase payments. MetLife will hold your money and credit investment returns as long as the money remains in your account.

All IRA's receive tax deferral under the Internal Revenue Code. There are no additional tax benefits from funding an IRA with a Deferred Annuity. Therefore, there should be reasons other than tax deferral for acquiring the Deferred Annuity, such as the availability of a guaranteed income for life, the death benefits or the other optional benefits available under this Deferred Annuity.

The pay-out phase begins when you either take all of your money out of the account or elect to have us pay you "income" payments using the money in your account. The number and the amount of the income payments you receive will depend on such things as the type of pay-out option you choose, your investment choices, and the amount used to provide your income payments. Because Deferred Annuities offer the insurance benefit of income payment options, including our guarantee of income for your lifetime, they are "annuities."

The Deferred Annuity is offered in several variations, which we call "classes." Each class offers you the ability to choose certain features common to all of the Deferred Annuities (except the Enhanced Dollar Cost Averaging Program). Each has its own Separate Account charge and applicable withdrawal charge (except C Class which has no withdrawal charges). The Deferred Annuity also offers you the opportunity to choose optional benefits, each for a charge in addition to the Separate Account charge with the basic death benefit for that

[GRAPHIC]

class. If you purchase any of the optional death benefits, you receive the optional benefit in place of the basic death benefit. In deciding what class of the Deferred Annuity to purchase, you should consider the amount of Separate Account and withdrawal charges you are willing to bear relative to your needs. In deciding whether to purchase any of the optional benefits, you should consider the desirability of the benefit relative to its additional cost and to your needs. Unless you tell us otherwise, we will assume that you are purchasing the B Class Deferred Annuity with the basic death benefit and no optional benefits. These optional benefits are:

[_] an Annual Step-Up Death Benefit;

[_] the Greater of Annual Step-Up or 5% Annual Increase Death Benefit;

[_] Earnings Preservation Benefit; and

[_] a Guaranteed Minimum Income Benefit.

Each of these optional benefits is described in more detail later in this Prospectus. Optional benefits may not be available in all states.

Classes of the Deferred Annuity

B Class

The B Class has a 1.25% annual Separate Account charge and a declining seven year withdrawal charge on each purchase payment. If you choose either of the optional death benefits, the Separate Account charge would range from 1.35% to 1.50%. If you choose the optional Earnings Preservation Benefit and either of the optional death benefits, the Separate Account charge would range from 1.60% to 1.75%.

The Bonus Class

You may purchase a contract in the Bonus Class if you are less than 81 years old. Under the Bonus Class Deferred Annuity, we currently credit 3% to each of your purchase payments made during the first Contract Year. The Bonus will be applied pro-rata to the Fixed Account and the investment divisions of the Separate Account based upon your allocation for your purchase payments. The Bonus Class has a 1.70% annual Separate Account charge and a declining seven year withdrawal charge on each purchase payment. The Separate Account charge declines 0.45% to 1.25% after you have held the contract for seven years. If you choose either of the optional death benefits, the Separate Account charge would range from 1.80% to 1.95%. If you choose the optional Earnings Preservation Benefit and either of the optional death benefits, the Separate Account charge would range from 2.05% to 2.20%.

Investment returns for the Bonus Class Deferred Annuity may be lower than those for the B Class Deferred Annuity if Separate Account investment performance is not sufficiently high to offset increased Separate Account charges for the Bonus Class Deferred Annuity. (Fixed Account rates for the Bonus Class may be lower than those declared for the other classes.) Therefore, the choice between the Bonus Class and the B Class Deferred Annuity is a judgment as to whether a higher Separate Account charge with a 3% credit is more advantageous than a lower Separate Account charge without the 3% credit.

There is no guarantee that the Bonus Class Deferred Annuity will have higher returns than the B Class Deferred Annuity, the other classes of the Deferred Annuity, similar contracts without a bonus or any other investment. The Bonus will be credited only to purchase payments made during the first Contract Year, while the additional Separate Account charge of 0.45% for the Bonus will be assessed on all amounts in the Separate Account for the first seven years.

The following table demonstrates hypothetical rates of return for a Deferred Annuity with the 3% credit compared to a contract without the Bonus. Both Deferred Annuities are assumed to have no optional benefits. The figures are based on:

a) a $50,000 initial purchase payment with no other purchase payments;

b) deduction of the Separate Account charge at a rate of 1.70% (1.25% in years 8-10)(Bonus Class Deferred Annuity) and 1.25% (B Class Deferred Annuity); and

c) an assumed investment return for the investment choices before Separate Account charges of 8.05% for each of 10 years.

<TABLE>
<CAPTION>

Account Contract Year	Bonus Class (1.70% Separate Account charge for first 7 years)	B Class (1.25% Separate Account charge all years)
<S>	<C>	<C>
1	$54,770	$53,400
2	$58,248	$57,031
3	$61,947	$60,909
4	$65,881	$65,051
5	$70,064	$69,475
6	$74,513	$74,199
7	$79,245	$79,244
8	$84,633	$84,633
9	$90,388	$90,388

10	$96,535	$96,534

</TABLE>

Generally, the higher the rate of return, the more advantageous the Bonus Class is. The table above assumes no additional purchase payments are made after the first Contract Anniversary. If additional purchase payments were made to the Deferred Annuity, the rate of return would have to be higher in order to "break-even" by the end of the seventh year.

The decision to elect the Bonus Class is irrevocable. We may make a profit from the additional Separate Account charge. The Enhanced Dollar Cost Averaging Program is not available with the Bonus Class.

The guaranteed annuity rates for the Bonus Class are the same as those for the other classes of the Deferred Annuity. Current rates for the Bonus Class may be lower than those for the other classes of the Deferred Annuity.

Any 3% credit does not become yours until after the "free look" period; we retrieve it if you exercise the "free look". We then will refund either your purchase payments or Account Balance, depending upon your state law, in each case increased by any investment performance on amounts attributable to the 3% credit. If there have been any losses from the investment performance on the amounts attributable to the 3% credit, we will bear that loss.

C Class

The C Class has a 1.65% annual Separate Account charge and no withdrawal charge. If you choose either of the optional death benefits, the Separate Account charge would range from 1.75% to 1.90%. If you choose the optional Earnings Preservation Benefit and either of the optional death benefits, the Separate Account charge would range from 2.00% to 2.15%. The Enhanced Dollar Cost Average Program is not available with the C Class Deferred Annuity.

L Class

The L Class has a 1.50% annual Separate Account charge and a declining three year withdrawal charge on each purchase payment. If you choose either of the optional death benefits, the Separate Account charge would range from 1.60% to 1.75%. If you choose the optional Earnings Preservation Benefit and either of the optional death benefits, the Separate Account charge would range from 1.85% to 2.00%.

Your Investment Choices

The Metropolitan Fund, the Zenith Fund, the Met Investors Fund and the American Fund and each of their Portfolios are more fully described in their respective prospectuses and SAIs. The SAIs are available upon your request. The Metropolitan Fund, the Zenith Fund, the Met Investors Fund and the American Fund prospectuses are attached at the end of this Prospectus. You should read these prospectuses carefully before making purchase payments to the investment divisions. The classes of shares available to the Deferred Annuities, Class E of the Metropolitan Fund, the Zenith Fund and the Met Investors Fund, and Class 2 of the American Fund, each imposes a 12b-1 Plan fee.

The investment divisions generally offer the opportunity for greater returns over the long term than our guaranteed fixed rate option.

The degree of investment risk you assume will depend on the investment divisions you choose. We have listed your choices in the approximate order of risk from the most conservative to the most aggressive.

While the investment divisions and their comparably named Portfolios may have names, investment objectives and management which are identical or similar to publicly available mutual funds, these investment divisions and Portfolios are not those mutual funds. The portfolios most likely will not have the same performance experience as any publicly available mutual fund.

The investment choices are listed in the approximate risk relationship among the available Portfolios. You should understand that each Portfolio incurs its own risk which will be dependent upon the investment decisions made by the respective Portfolio's investment manager. Furthermore, the name of a Portfolio may not be indicative of all the investments held by the Portfolio. The list is intended to be a guide. Please consult the appropriate Fund prospectus for more information regarding the investment objectives and investment practices of each Portfolio. Since your Account Balance or income payments are subject to the risks associated with investing in stocks and bonds, your Account Balance or variable income payments based on amounts allocated to the investment divisions may go down as well as up.

[GRAPHIC]

<TABLE>

<S>	<C>
Salomon Brothers	
U.S. Government	
Portfolio	
Lehman Brothers(R)	
Aggregate Bond	
Index Portfolio	
State Street	
Research Income	
Portfolio	
PIMCO Total Return	
Portfolio	
Salomon Brothers	
Strategic Bond	
Opportunities	
Portfolio	
State Street	
Research	
Diversified	
Portfolio	
MetLife Stock	
Index Portfolio	Russell 2000(R)
American Funds	Index Portfolio
Growth-Income	T. Rowe Price
Portfolio	Small Cap Growth
Harris Oakmark	Portfolio
Large Cap Value	Loomis Sayles
Portfolio	Small Cap
T. Rowe Price	Portfolio
Large Cap Growth	State Street
Portfolio	Research Aurora
MFS Investors	Small Cap Value
Trust Portfolio	Portfolio
State Street	Franklin
Research	Templeton Small
Investment Trust	Cap Growth
Portfolio	Portfolio
MFS Research	PIMCO Innovation
Managers Portfolio	Portfolio
American Funds	Scudder Global
Growth Portfolio	Equity Portfolio
Janus Growth	Morgan Stanley
Portfolio	EAFE(R) Index
Davis Venture	Portfolio
Value Portfolio	MFS Research
Putnam Large Cap	International

Growth Portfolio	Portfolio
MetLife Mid Cap Stock Index Portfolio	Putnam International Stock Portfolio
Neuberger Berman Partners Mid Cap Value Portfolio	American Funds Global Small Capitalization Portfolio
Harris Oakmark Mid Cap Value Portfolio	
MFS Mid Cap Growth Portfolio	
Janus Mid Cap Portfolio	
State Street Research Aggressive Growth Portfolio	
Loomis Sayles High Yield Bond Portfolio	

</TABLE>

Some of the investment choices may not be available under the terms of your Deferred Annuity. Your contract or other correspondence we provide you will indicate the investment divisions that are available to you. Your investment choices may be limited because:

[_] Some of the investment divisions are not approved in your state.

[_] We have restricted the available investment divisions.

The investment divisions buy and sell shares of corresponding mutual fund portfolios. These Portfolios, which are part of either the Metropolitan Fund, the Zenith Fund, the Met Investors Fund or the American Fund, invest in stocks, bonds and other investments. All dividends declared by the Portfolios are earned by the Separate Account and are reinvested. Therefore, no dividends are distributed to you under the Deferred Annuities. You pay no transaction expenses (i.e., front-end or back-end sales load charges) as a result of the Separate Account's purchase or sale of these mutual fund shares. The Portfolios of the Metropolitan Fund, the Zenith Fund and the Met Investors Fund are available only by purchasing annuities and life insurance policies from MetLife or certain of its affiliated insurance companies and are never sold directly to the public. The American Fund Portfolios are made available by the American

Fund only through various insurance company annuities and life insurance policies.

The Metropolitan Fund, the Zenith Fund, the Met Investors Fund and the American Fund are each "series" type funds registered with the Securities and Exchange Commission as an "open-end management investment company" under the Investment Company Act of 1940 (the "1940 Act"). A "series" fund means that each Portfolio is one of several available through the fund. Except for the Janus Mid Cap, the Harris Oakmark Mid Cap Value and the MFS Mid Cap Growth Portfolios, each Portfolio is "diversified" under the 1940 Act.

The Portfolios of the Metropolitan Fund and the Zenith Fund pay MetLife Advisers, LLC ("MetLife Advisers"), a MetLife affiliate, formerly known as New England Investment Management, LLC, a monthly fee for its services as their investment manager. The Portfolios of the Met Investors Fund pays Met Investors Advisory Corp., formerly known as Security First Investment Management Corporation, a monthly fee for its services as their investment manager. The Portfolios of the American Fund pays Capital Research and Management Company a monthly fee for its services as their investment manager. These fees, as well as the operating expenses paid by each Portfolio, are described in the applicable prospectuses and SAIs for the Metropolitan Fund, the Zenith Fund, the Met Investors Fund and the American Fund.

These Deferred Annuities may be either issued to you as an individual or to a non-natural entity, such as a trust.

We created these investment strategies to help you manage your money. You decide if one is appropriate for you, based upon your risk tolerance and savings goals. Also, the strategies were designed to help you take advantage of the tax-deferred status of a Non-Qualified annuity.

Deferred Annuities

This Prospectus describes the following Deferred Annuities under which you can accumulate money:

[_] Non-Qualified

[_] Traditional
IRAs

(Individual
Retirement
Annuities)

[_] Roth IRAs
(Roth
Individual
Retirement
Annuities)

[_] SEPs
(Simplified
Employee
Pensions)

[GRAPHIC]

Automated Investment Strategies and Enhanced Dollar Cost Averaging Program

There are four automated investment strategies and an Enhanced Dollar Cost Averaging Program available to you. (The Enhanced Dollar Cost Averaging Program is not available to the Bonus or C Class Deferred Annuities.) These are available to you without any additional charges. As with any investment program, none of them can guarantee a gain--you can lose money. We may modify or terminate any of the strategies at any time. You may have only one strategy in effect at a time. You may have the Enhanced Dollar Cost Averaging Program and either the Index SelectorSM or RebalancerSM in effect at the same time, but you may not have the Enhanced Dollar Cost Averaging Program in effect at the same time as the Equity GeneratorSM or the Allocator.SM

Enhanced Dollar Cost Averaging Program: Each month, for a specified period, for example three, six or twelve months, a portion of a specified dollar amount of a purchase payment that you have agreed to allocate to the Enhanced Dollar Cost Averaging Program will be transferred from the program to any of the investment divisions you choose. While amounts are in the program, we may credit them with a higher rate than that declared for the Fixed Account in general. (Amounts in the Enhanced Dollar Cost Averaging Program are in our Fixed Account. For convenience, we may refer to it as "the program" or the "Enhanced Dollar Cost Averaging Program balance" to avoid confusion with the Fixed Account in general.) The transferred amount will be equal to the amount allocated to the program divided by the number of months in the program. The interest attributable to your Enhanced Dollar Cost Averaging Program is transferred separately in the month after the last

scheduled payment. Transfers from the Enhanced Dollar Cost Averaging Program to the Separate Account begin on any day we receive your payment and the Exchange is open, other than the 29th, 30th or 31st of the month. If purchase payments are received on those days, transfers begin on the first day of the next month. Subsequent transfers will be made on the same day in succeeding months. If the scheduled transfer date occurs on a date the Exchange is closed, the transfer will be made on the next date the Exchange is open. Transfers are made on a first-in-first-out basis.

If a subsequent purchase payment is allocated to the program, that subsequent payment will receive the enhanced program interest rate in effect on that date. The allocation of a subsequent purchase payment to the program increases the dollar amount transferred each month. We determine the increase in your monthly dollar amount by dividing your new allocation by the number of months in the original time period you chose. Your existing monthly transfer amount is then increased by this amount to determine the total new dollar amount to be transferred each month. Then, the time period for the transfer of a specific purchase payment and interest attributable to that purchase payment will be accelerated. Your Enhanced Dollar Cost Averaging Program will terminate on the date of the last transfer.

[GRAPHIC]

The Equity GeneratorSM: An amount equal to the interest earned in the Fixed Account is transferred on the day of the month that is the same as the Contract Anniversary date (e.g., the 10th, 11th, etc.), to any one investment division, based on your selection. If the Contract Anniversary day is the 29th, 30th or 31st of the month, transfers are made on the first day of the next month. If the scheduled transfer date occurs on a date the Exchange is closed, the transfer will be made on the next date the Exchange is open. If your Fixed Account balance at the time of a scheduled transfer is zero, this strategy is automatically discontinued.

[GRAPHIC]

The RebalancerSM: You select a specific asset allocation for your entire Account Balance from among the investment divisions and the Fixed Account. Every three months, on the day of the month that is the same as the Contract Anniversary date (e.g., the 10th, 11th, etc.), we transfer amounts among these options to bring the percentage of your Account Balance in each option back to your original allocation. If the Contract Anniversary day is the 29th, 30th or 31st of the month, transfers are made on the first day of the next month. If the scheduled transfer date occurs on a date the Exchange is closed, the transfer will be made on the next date the Exchange is open. In the future, we may permit you to allocate less than 100% of your Account Balance to this strategy other than when utilized with the Enhanced Dollar Cost Averaging Program.

[GRAPHIC]

The Index SelectorSM: You may select one of five asset allocation models which are designed to correlate to various risk tolerance levels. Based on the model you choose, your entire Account Balance is divided among the Lehman Brothers(R) Aggregate Bond Index, MetLife Stock Index, Morgan Stanley EAFE(R) Index, Russell 2000(R) Index and MetLife Mid Cap Stock Index investment divisions and the Fixed Account. Every three months, on the day of the month that is the same as the Contract Anniversary date (e.g., the 10th, 11th, etc.), the percentage in each of these investment divisions and the Fixed Account is brought back to the selected model percentage by transferring amounts among

the investment divisions and the Fixed Account. If the Contract Anniversary day is the 29th, 30th or 31st of the month, transfers are made on the first day of the next month. If the scheduled transfer date occurs on a date the Exchange is closed, the transfer will be made on the next date the Exchange is open.

In the future, we may permit you to allocate less than 100% of your Account Balance to this strategy other than when utilized with the Enhanced Dollar Cost Averaging Program. This strategy may experience more volatility than our other strategies. The models are subject to change from time to time. We provide the elements to formulate the models. We may rely on a third party for its expertise in creating appropriate allocations.

The AllocatorSM: Each month a dollar amount you choose is transferred from the Fixed Account to any of the investment divisions you choose. You select the day of the month (other than the 29th, 30th or 31st of the month) and the number of months over which the transfers will occur. A minimum periodic transfer of $50 is required. Once your Fixed Account Balance is exhausted, this strategy is automatically discontinued.

[GRAPHIC]

The Allocator, Equity Generator, and the Enhanced Dollar Cost Averaging Program are dollar cost averaging strategies. Dollar cost averaging involves investing at regular intervals of time. Since this involves continuously investing regardless of fluctuating prices, you should consider whether you can continue the strategy through periods of fluctuating prices.

The chart below summarizes the availability of the Enhanced Dollar Cost Averaging Program and the automated investment strategies:

	B Class	Bonus Class	C Class	L Class
a. Enhanced Dollar Cost Averaging Program ("EDCA")	Yes	No	No	Yes
b. Choice of One Automated Investment Strategy				
1. Equity Generator	Yes (but not with EDCA)	Yes	Yes	Yes (but not with EDCA)
2. Rebalancer	Yes	Yes	Yes	Yes
3. Index Selector	Yes	Yes	Yes	Yes
4. Allocator	Yes (but not with EDCA)	Yes	Yes	Yes (but not with EDCA)

Purchase Payments

You may make purchase payments to your Deferred Annuity whenever you choose, up to the date you begin receiving payments from a pay-out option. However, Federal tax rules may limit the amount and frequency of your purchase payments.

The B Class minimum initial purchase payment is $5,000 for the Non-Qualified Deferred Annuity and $2,000 for the Traditional IRA, Roth IRA and SEP Deferred Annuities. The minimum initial purchase payment for automated purchase payments ("check-o-matic") for the B Class is $500. If you choose to purchase a Bonus Class Deferred Annuity, the minimum initial purchase payment is $10,000. The minimum initial purchase payment for the C Class and L Class is $25,000.

[GRAPHIC]

You may continue to make purchase payments while you receive Systematic Withdrawal Program payments, as described later in this Prospectus, unless your purchase payments are made through check-o-matic. The minimum subsequent purchase payment for all Deferred Annuities is $500, except for automated purchase payments, where the minimum subsequent purchase payment is $50.

We will not issue the Deferred Annuity to you if you are age 90 or older (85 or older in New York State). We will not accept your purchase payments if you are age 90 or older (85 or older in New York State.)

The chart below summarizes the minimum initial and subsequent purchase payments for each Contract Class:

	B Class	Bonus Class	C Class	L Class
Initial Purchase Payment	$5,000 ($2,000; Traditional IRA, Roth IRA and SEP)	$10,000	$25,000	$25,000
Subsequent Purchase Payment	$500	$500	$500	$500
Automated Purchase Payments				
Initial	$500	$10,000	$25,000	$25,000
Subsequent	$50	$50	$50	$50

Allocation of Purchase Payments

You decide how your money is allocated among the Fixed Account, the Enhanced Dollar Cost Averaging Program and the investment divisions. You can change your allocations for future purchase payments. We will make allocation changes when we receive your request for a change. You may also specify an effective date for the change as long as it is within 30 days after we receive the request.

Automated Purchase Payments

You may elect to have purchase payments made automatically. With check-o-matic your bank deducts money from your bank account and makes the purchase payment for you.

Limits on Purchase Payments

Your ability to make purchase payments may be limited by:

[_] Federal tax laws or regulatory requirements;

[_] Our right to limit the total of your purchase payments to $1,000,000; and

[_] Our right to restrict purchase payments to the Fixed Account and the Enhanced Dollar Cost Averaging Program if (1) the interest rate we credit in the Fixed Account is equal to the guaranteed minimum rate (currently, 3.00%); or (2) your Fixed Account Balance and Enhanced Dollar Cost Averaging Program balance is equal to or exceeds our maximum for a Fixed Account allocation (e.g., $1,000,000).

[GRAPHIC]
Examples
Calculating the Number of Accumulation Units

Assume you make a purchase payment of $500 into one investment division and that investment division's Accumulation Unit Value is currently $10.00. You would be credited with 50 accumulation units.

$$\frac{\$500}{\$10} = 50 \text{ accumulation units}$$

Calculating the Accumulation Unit Value

Assume yesterday's Accumulation Unit Value was $10.00 and the number we calculate for today's investment experience (minus charges) for an underlying portfolio is 1.05. Today's Accumulation Unit Value is $10.50. The value of your $500 investment is then $525 (50 x $10.50 = $525).

$10.00 x 1.05 = $10.50 is the new Accumulation Unit Value

However, assume that today's investment experience (minus charges) is .95 instead of 1.05. Today's Accumulation Unit Value is $9.50. The value of your $500 investment is then $475 (50 x $9.50 = $475).

$10.00 x .95 = $9.50 is the new Accumulation Unit Value

The Value of Your Investment

Accumulation Units are credited to you when you make purchase payments or transfers into an investment division. When you withdraw or transfer money from an investment division (as well as when we apply the Annual Contract Fee and the Guaranteed Minimum Income Benefit charge, if chosen as an optional benefit), accumulation units are liquidated. We determine the number of accumulation units by dividing the amount of your purchase payment, transfer or withdrawal by the Accumulation Unit Value on the date of the transaction.

This is how we calculate the Accumulation Unit Value for each investment division:

[_] First, we determine the change in investment performance (including any investment-related charge) for the underlying Portfolio from the previous trading day to the current trading day;

[_] Next, we subtract the daily equivalent of the Separate Account charge (for the class of the Deferred Annuity you have chosen, including any optional benefits) for each day since the last Accumulation Unit Value was calculated; and

[_] Finally, we multiply the previous Accumulation Unit Value by this result.

[GRAPHIC]

Transfer Privilege

You may transfer money within your contract. You will not incur current taxes on your earnings or any withdrawal charges as a result of transferring your money.

You may make tax-free transfers among investment divisions or between the investment divisions and the Fixed Account. Each transfer must be at least $500 or, if less, your entire balance in an investment division (unless the transfer is in connection with an automated investment strategy). For us to process a transfer, you must tell us:

[_] The percentage or dollar amount of the transfer;

[_] The investment divisions (or Fixed Account) from which you want the money to be transferred;

[_] The investment divisions (or Fixed Account) to which you want the money to be transferred; and

[_] Whether you intend to start, stop, modify or continue unchanged an automated investment strategy by making the transfer.

We reserve the right to restrict transfers to the Fixed Account if (1) the interest rate we credit in the Fixed Account is equal to the guaranteed minimum rate (currently, 3.00%); or (2) your Fixed Account Balance is equal to or exceeds our maximum for Fixed Account allocations (e.g., $1,000,000).

Each Fund may restrict or refuse purchases or redemptions of shares in their Portfolios as a result of certain market timing activities. You should read the Fund prospectuses for more details.

The Deferred Annuity is not designed to permit market timing. Accordingly, we reserve the right to (1) defer the transfer privilege at any time that we are unable to purchase or redeem shares in the Portfolios, to the extent permitted by law; (2) limit the number of transfers you may make each Contract Year;

(3) limit the dollar amount that may be transferred at any one time.;
(4) charge a transfer fee; and (5) impose limitations and modifications where exercise of the transfer privilege creates or would create a disadvantage to other contract owners. Examples of these limitations or modifications include, but are not limited to: (1) imposing a minimum time period between each transfer; and (2) requiring a signed, written request to make the transfer. In addition, in accordance with applicable law, we reserve the right to modify or terminate the transfer privilege at any time.

Your transfer request must be in good order and completed prior to the close of the Exchange on one of our business days if you want the transaction to take place on that day. All other transfer requests in good order will be processed our next business day.

We may require you to use our forms.

Access To Your Money

Income taxes, tax penalties and withdrawal charges may apply to any withdrawal you make.

You may withdraw either all or part of your Account Balance from the Deferred Annuity. Other than those made through the Systematic Withdrawal Program, withdrawals must be at least $500. If any withdrawal would decrease your Account Balance below $2,000, we will consider this a

[GRAPHIC]

request for a full withdrawal. To process your request, we need the following information:

[_] The percentage or dollar amount of the withdrawal; and

[_] The investment divisions (or Fixed Account and Enhanced Dollar Cost Averaging Program) from which you want the money to be withdrawn.

Your withdrawal may be subject to withdrawal charges.

Generally, if you request, we will make payments directly to other investments on a tax-free basis. You may only do so if all applicable tax and state regulatory requirements are met and we receive all information necessary for us to make the payment. We may require you to use our original forms.

Systematic Withdrawal Program

Under this program and subject to approval in your state, you may choose to automatically withdraw a certain amount each Contract Year. This amount is then paid throughout the Contract Year, according to the time frame you select, e.g., monthly, quarterly, semi-annually or annually. For all contract classes, except for the C Class, payments may only be made monthly during the first Contract Year. Unless we agree otherwise, this program will not begin within the first 60 days after the date we have issued you the contract. Once the Systematic Withdrawal Program is initiated, the payments will automatically renew each Contract Year. Income taxes, tax penalties and withdrawal charges may apply to your withdrawals.

We will withdraw your systematic withdrawal program payments from the Fixed Account, the Enhanced Dollar Cost Averaging Program or investment divisions you select, either pro rata or in the proportions you request. Each payment must be at least $50.

If you do not provide us with your desired allocation, or there are insufficient amounts in the investment divisions, Enhanced Dollar Cost Averaging Program or the Fixed Account that you selected, the payments will be taken out pro rata from the Fixed Account, Enhanced Dollar Cost Averaging Program and any investment divisions in which you then have money.

Selecting a Payment Date: Your payment date is the date we make the withdrawal. You may choose any calendar day for the payment date, other than the 29th, 30th or 31st of the month. When you select or change a payment date, we must receive your request at least 10 days prior to the selected payment date. If we do not receive your request in time, we will make the payment the following month after the date you selected. If you do not select a payment date, we will automatically begin systematic withdrawals within 30 days after we receive your request (other than the 29th, 30th or 31st of the month).

If you would like to receive your systematic withdrawal payment on or about the first of the month, you should request that the payment date be the 20th day of the month.

You may request to stop your Systematic Withdrawal Program at anytime. We must receive any request in good order at least 30 days in advance. Although we need your written authorization to begin this program, you may cancel this program at any time by telephone or by writing to us (or over the Internet, if we agree) at our Administrative Office.

Your Account Balance will be reduced by the amount of your systematic withdrawal payments and applicable withdrawal charges. Payments under this program are not the same as income payments you would receive from a Deferred Annuity pay- out option.

Systematic Withdrawal Program payments may be subject to a withdrawal charge unless an exception to this charge applies. We will determine separately the withdrawal charge and any relevant factors (such as applicable exceptions) for each Systematic Withdrawal Program payment as of the date it is withdrawn from your Deferred Annuity.

Minimum Distribution

In order for you to comply with certain tax law provisions, you may be required to take money out of your Deferred Annuity. Rather than receiving your minimum required distribution in one annual lump-sum payment, you may request that we pay it to you in installments throughout the calendar year. However, we may require that you maintain a certain Account Balance at the time you request these payments. You may not have a Systematic Withdrawal Program in effect if we pay your minimum required distribution in installments.

Charges

There are two types of charges you pay while you have money in an investment division:

[_] Separate Account charge, and

[_] Investment-related charge.

Separate Account Charge

The Separate Account charges you pay will not reduce the number of accumulation units credited to you. Instead, we deduct the charges each time we calculate the Accumulation Unit Value.

Each class of the Deferred Annuity has a different Separate Account charge. You will pay the Separate Account charge annually based on the average daily value of the amount you have in the Separate Account. This charge includes insurance-related charges that pay us for the risk that you may live longer than we estimated. Then, we could be obligated to pay you more in payments from a pay-out option than we anticipated. Also, we bear the risk that the guaranteed death benefit we would pay should you die during your pay-in phase is larger than your Account Balance. This charge also includes the risk that our expenses in administering the Deferred Annuities may be greater than we estimated. The Separate Account charge also pays us for our distribution costs to both our licensed salespersons and other broker-dealers.

The chart below summarizes the Separate Account charge for each class of the Deferred Annuity with each death benefit prior to entering the pay-out phase of the contract.

Separate Account Charges*

<TABLE>
<CAPTION>

	B Class	Bonus Class**	C Class	L Class
<S>	<C>	<C>	<C>	<C>
Basic Death Benefit	1.25%	1.70%	1.65%	1.50%
Annual Step-Up Death Benefit	1.35%	1.80%	1.75%	1.60%
Annual Step-Up or 5% Annual Increase Death Benefit	1.50%	1.95%	1.90%	1.75%
Optional Earnings Preservation Benefit***	.25%	.25%	.25%	.25%

</TABLE>

* We currently charge an additional Separate Account charge of 0.15% of average daily net assets in the American Fund Growth-Income, American Fund Growth and American Fund Global Small Capitalization investment divisions.

We reserve the right to impose an increased Separate Account charge on investment divisions that we add to the contract in the future. The increase will not exceed the annual rate of 0.25% of average daily net assets in any such investment divisions.

** The Separate Account charge for the Bonus Class will be reduced by 0.45% after you have held the contract for seven years.

*** This charge is in addition to the Separate Account charge with the death benefit chosen.

Investment-Related Charge

This charge has two components. The first pays the investment managers for managing money in the Portfolios. The second consists of Portfolio operating expenses and 12b-1 Plan fees. The percentage you pay for the investment-related charge depends on which investment divisions you select. Each class of shares available to the Deferred Annuities has a 12b-1 Plan fee, which pays for distribution expenses. The class of shares available in the Metropolitan Fund, the Zenith Fund and the Met Investors Fund is Class E, which has a 0.15% 12b-1 Plan fee. Class 2 shares of the American Fund are available, which have a 0.25% 12b-1 Plan fee. Amounts for each investment division for the previous year are listed in the Table of Expenses.

Annual Contract Fee

There is a $30 Annual Contract Fee. This fee is waived if your Account Balance is at least $50,000. It is deducted on a pro-rata basis from the investment divisions on the Contract Anniversary. Regardless of the amount of your Account Balance, the entire fee will be deducted at the time of a total withdrawal of your Account Balance. This charge pays us for our miscellaneous administrative costs. These costs which we incur include financial, actuarial, accounting and legal expenses.

Optional Guaranteed Minimum Income Benefit

The Guaranteed Minimum Income Benefit is available for an additional charge of 0.35% of the guaranteed minimum income base (as defined later in this Prospectus), deducted at the end of each Contract Year by withdrawing amounts on a pro-rata basis from your Fixed Account Balance, Enhanced Dollar Cost Averaging Program balance and Separate Account Balance. We take amounts from the Separate Account by cancelling accumulation units.

Premium and Other Taxes

Some jurisdictions tax what are called "annuity considerations." These may apply to purchase payments, Account Balances and death benefits. In most jurisdictions, we currently do not deduct any money from purchase payments, Account Balances or death benefits to pay these taxes. Generally, our practice is to deduct money to pay premium taxes (also known as "annuity" taxes) only when you exercise a pay-out option. In certain jurisdictions, we may deduct money to pay premium taxes on lump sum withdrawals or when you exercise a pay-out option. We may deduct an amount to pay premium taxes some time in the future since the laws and the interpretation of the laws relating to annuities are subject to change.

Premium taxes, if applicable, currently range from .5% to 3.5% depending on the Deferred Annuity you purchase and your home state or jurisdiction. A chart in the Appendix shows the jurisdictions where premium taxes are charged and the amount of these taxes.

We also reserve the right to deduct from purchase payments, Account Balances, withdrawals or income payments, any taxes (including, but not limited to, premium taxes) paid by us to any government entity relating to the contracts. Examples of these taxes include, but are not limited to, generation skipping transfer tax or a similar excise tax under federal or state tax law which is imposed on payments we make to certain persons and income tax withholdings on withdrawals and income payments to the extent required by law. We will, at our sole discretion, determine when taxes relate to the contracts. We may, at our sole discretion, pay taxes when due and deduct that amount from the Account Balance at a later date. Payment at an earlier date does not waive any right we may have to deduct amounts at a later date.

Withdrawal Charges

You will not pay a withdrawal charge on any purchase payments made more than 7 years ago for the B and Bonus Class contracts, 3 years ago for the L Class contract or at all on the C Class contract.

A withdrawal charge may apply if you withdraw purchase payments that were credited to your Deferred Annuity. There are no withdrawal charges for the C Class Deferred Annuity. To determine the withdrawal charge for the Deferred Annuities, we treat your Fixed Account, Enhanced Dollar Cost Averaging Program and Separate Account as if they were a single account and ignore both your actual allocations and the Fixed Account, Enhanced Dollar Cost Averaging Program or investment division from which the withdrawal is actually coming. To do this, we first assume that your withdrawal is from earnings, then from amounts (other than earnings) that can be withdrawn without a withdrawal charge and then from purchase payments, each on a "first-in-first-out" (oldest money first) basis. Once we have determined the amount of the withdrawal charge, we will then withdraw it from the Fixed Account, Enhanced Dollar Cost Averaging Program and the investment divisions in the same proportion as the withdrawal is being made.

For a full withdrawal, we multiply the amount to which the withdrawal charge applies by the percentage shown, keep the result as a withdrawal charge and pay you the rest.

For partial withdrawals, we multiply the amount to which the withdrawal charge applies by the percentage shown, keep the result as a withdrawal charge and pay you the rest. We will treat your request as a request for a full withdrawal if your Account Balance is not sufficient to pay both the requested withdrawal and the withdrawal charge, or if the withdrawal leaves an Account Balance that is less than the minimum required.

The withdrawal charge on purchase payments withdrawn for each class is as follows:

<TABLE>
<CAPTION>

IF WITHDRAWN DURING YEAR	B CLASS	BONUS CLASS	C CLASS	L CLASS
1...............	7%	9%	None	7%
2...............	6%	8%		6%
3...............	6%	8%		5%
4...............	5%	7%		0%
5...............	4%	6%		0%
6...............	3%	4%		0%
7...............	2%	3%		0%
Thereafter......	0%	0%		0%

</TABLE>

The withdrawal charge reimburses us for our costs in selling the Deferred Annuities. We may use our profits (if any) from the Separate Account charge to pay for our costs to sell the Deferred Annuities which exceed the amount of withdrawal charges we collect.

[GRAPHIC]

When No Withdrawal Charge Applies

Withdrawal charges never apply to transfers among investment divisions, transfers to or from the Fixed Account or transfers from the Enhanced Dollar Cost Averaging Program.

In some cases, we will not charge you the withdrawal charge when you make a withdrawal. We may, however, ask you to prove that you meet any of the conditions listed below.

You do not pay a withdrawal charge:

[_] If you have a C Class Deferred Annuity.

[_] On transfers you make within your Deferred Annuity.

[_] On withdrawals of purchase payments you made over seven years ago for the B Class, seven years ago for the Bonus Class and three years ago for the L Class.

[_] If you choose payments over one or more lifetimes.

[_] If you die during the pay-in phase. Your beneficiary will receive the full death benefit without deduction, except if your spouse continues the contract.

[_] If you withdraw only your earnings from the investment divisions.

[_] During the first Contract Year, if you are in the Systematic Withdrawal Program, and you withdraw up to 10% of your total purchase payments at the rate of 1/12 of such 10% each month.

[_] After the first Contract Year, if you withdraw up to 10% of your total purchase payments, per Contract Year. This 10% total withdrawal may be taken in an unlimited number of partial withdrawals during that Contract Year.

[_] If the withdrawal is required for you to avoid Federal income tax penalties or to satisfy Federal income tax rules concerning minimum distribution requirements that apply to your Deferred Annuity. For purposes of this exception, we assume that the Deferred Annuity is the only contract or funding vehicle from which distributions are required to be taken and we will ignore all other account balances. This exception does not apply if you have a Non-Qualified or Roth IRA Deferred Annuity.

[_] If you accept an amendment converting your Traditional IRA Deferred Annuity to a Roth IRA Deferred Annuity.

[_] If you properly "recharacterize" as permitted under federal tax law your Traditional IRA Deferred Annuity or a Roth IRA Deferred Annuity using the same Deferred Annuity.

[_] After the first Contract Year, if approved in your state, and your contract provides for this, to withdrawals to which a withdrawal charge would otherwise apply, if you have been either the owner continuously since the issue of the contract or the spouse who continues the contract:

. Has been a resident of certain nursing home facilities or a hospital for a minimum of 90 consecutive days or for a minimum total of 90 days

[GRAPHIC]

where there is no more then a 6 month break in that residency and the residencies are for related causes, where you have exercised this right no later than 90 days of exiting the nursing home facility or hospital; or

. Is diagnosed with a terminal illness and not expected to live more than a year.

[_] After the first Contract Year, if approved in your state, and your contract provides for this, if you are disabled as defined in the Federal Social Security Act and if you have been the owner continuously since the issue of the contract or the spouse who continues the contract.

[_] If you have transferred money from certain eligible MetLife contracts into the Deferred Annuity, and the withdrawal is of these transfer amounts and we agree. Any purchase payments made after the transfer are subject to the usual withdrawal charge schedule.

Free Look

You may cancel your Deferred Annuity within a certain time period. This is known as a "free look." Not all contracts issued are subject to free look provisions under state law. We must receive your request to cancel in writing. The number of days for this "free look" varies from state to state. The time period may also vary depending on your age and whether you purchased your Deferred Annuity from us directly, through the mail or with money from another annuity or life insurance policy. Depending on state law, we may refund all of your purchase payments or your Account Balance as of the date your properly completed refund request is received at your Administrative Office.

Any Bonus does not become yours until after the "free look" period; we retrieve it if you exercise the "free look". The amount refunded will be increased by any investment performance attributable to the 3% credit. If there are any losses from investment performance attributable to the 3% credit, we will bear that loss.

Death Benefit--Generally

One of the insurance guarantees we provide you under your Deferred Annuity is that your beneficiaries will be protected against market downturns. You name your beneficiary(ies).

If you intend to purchase the Deferred Annuity for use with a Traditional IRA, Roth IRA or SEP, please refer to the discussion concerning IRAs in the Tax Section of this Prospectus.

We only pay the death benefit when we receive both proof of death and instructions for payment in good order.

Your beneficiary has the option to apply the death benefit less any applicable premium taxes to a pay-out option offered under your Deferred Annuity. Your beneficiary may, however, decide to take a lump sum payment.

Your beneficiary may also continue the Traditional IRA Deferred Annuity in your name. In that case the Account Balance is reset to equal the death benefit on the date the beneficiary submits the necessary documentation in good order. (Any additional amounts added to the Account Balance will be allocated in the same proportions to each balance in an investment division, Enhanced Dollar Cost Averaging Program and the Fixed Account as each bears to the total Account Balance.) There is no second death benefit payable upon the death of the beneficiary. Your beneficiary may not make additional purchase payments; he or she is permitted to make transfers. Your beneficiary will not bear any withdrawal charges.

If the beneficiary is your spouse, the beneficiary may be substituted as the owner of the Deferred Annuity and continue the contract. In that case, the Account Balance will be adjusted to equal the death benefit. (Any additional amounts added to the Account Balance will be allocated in the same proportions to each balance in an investment division, Enhanced Dollar Cost Averaging Program and the Fixed Account as each bears to the total Account Balance.) Any applicable withdrawal charges will be assessed against any future withdrawals.

If the spouse continues the Deferred Annuity, the death benefit is calculated as described in the following pages except all values used to calculate the death benefit, which may include, highest Account Balance as of each fifth Contract Anniversary, highest Account Balance as of each Contract Anniversary and annual increase amount (depending on whether you choose an optional benefit), are reset on the date the spouse continues the Deferred Annuity.

If you are a natural person and you change ownership of the Deferred Annuity to someone other than your spouse, the death benefit is calculated as described in the following pages except all values used to calculate the death benefit, which may include, highest Account Balance as of each fifth Contract Anniversary, highest Account Balance as of each Contract Anniversary and annual increase amount (depending on whether you choose an optional benefit), are reset on the date of the change in owner.

If you are a non-natural person, then the life of the annuitant is the basis for determining the death benefit. If there are joint owners, the oldest of the two will be used as a basis for determining the death benefit.

Where there are multiple beneficiaries, we will only value the death benefit as of the time the first beneficiary submits the necessary documentation in good order.

Any death benefit amounts attributable to any beneficiary which remain in the investment divisions are subject to investment risk.

For the purposes of the following death benefit calculations, purchase payments increase the Account Balance on a dollar for dollar basis. Partial withdrawals, however, reduce Account Balance proportionately, that is, the

percentage reduction is equal to the dollar amount of the withdrawal (plus applicable withdrawal charges) divided by the Account Balance immediately before the withdrawal.

Basic Death Benefit

If you die during the pay-in phase and you have not chosen one of the optional death benefits, the death benefit the beneficiary receives will be equal to the greatest of:

1. Your Account Balance; or

2. Total purchase payments reduced proportionately by the percentage reduction in Account Balance attributable to each partial withdrawal; or

3. Highest Account Balance as of each fifth Contract Anniversary, determined as follows:

- At issue, the highest Account Balance is your initial purchase payment;

- Increase the highest Account Balance by each subsequent purchase payment;

- Reduce the highest Account Balance proportionately by the percentage reduction in Account Balance attributable to each subsequent partial withdrawal;

- On each fifth Contract Anniversary before your 81st birthday, compare the (1) then-highest Account Balance to the (2) current Account Balance and (3) total purchase payments reduced proportionately by the percentage reduction in Account Balance attributable to each partial withdrawal and set the highest Account Balance equal to the greatest of the three.

- After the Contract Anniversary immediately preceding your 81st birthday, adjust the highest Account Balance only to:

. Increase the highest Account Balance by each subsequent purchase payment or

. Reduce the highest Account Balance proportionately by the percentage reduction in Account Balance attributable to each subsequent partial withdrawal.

[GRAPHIC]

Example

<TABLE>
<CAPTION>

		Date	Amount
A	Initial Purchase Payment	10/1/2000	$100,000
B	Account Balance	10/1/2001 (First Contract Anniversary)	$104,000
C	Death Benefit	As of 10/1/2001	$104,000 (= greater of A and B)
D	Account Balance	10/1/2002 (Second Contract Anniversary)	$90,000
E	Death Benefit	10/1/2002	$100,000 (= greater of A and D)
F	Withdrawal	10/2/2002	$9,000
G	Percentage Reduction in Account Balance	10/2/2002	10% (= F/D)

H	Account Balance after Withdrawal	10/2/2002	$81,000 (= D - F)
I	Purchase Payments reduced for Withdrawal	As of 10/2/2002	$90,000 [= A - (A X G)]
J	Death Benefit	10/2/2002	$90,000 (= greater of H and I)
K	Account Balance	10/1/2005	$125,000
L	Death Benefit (Highest Account Balance)	As of 10/1/2005 (Fifth Anniversary)	$125,000 (= greater of I and K)
M	Account Balance	10/2/2005	$110,000
N	Death Benefit	As of 10/2/2005	$125,000 (= greatest of I, L, M)

</TABLE>

Notes to Example

Purchaser is age 60 at issue.

Any withdrawal charge withdrawn from the Account Balance is included when determining the percentage of Account Balance withdrawn.

Account Balances on 10/1/02 and 10/2/02 are assumed to be equal prior to the withdrawal.

Optional Benefits

Please note that the decision to purchase optional benefits is made at the time of application and is irrevocable. The optional benefit is in effect until it terminates. Please refer to the discussion concerning the possibility of certain Separate Account charges being treated as taxable distributions in the "Separate Account Charges" paragraphs in the Tax Section of this Prospectus. Please note further that, in the case of the optional death benefits, the Earnings Preservation Benefit and Guaranteed Minimum Income Benefit, the annual increase amount and highest Account Balance as of the applicable

Contract Anniversary, is frozen at the Contract Anniversary immediately preceding your 81st birthday (unless you make additional purchase payments or subsequent partial withdrawals to determine the highest Account Balance). You continue to bear the costs of these optional benefits after that date before you enter the income or pay-out period. Optional benefits are available subject to state approval.

Annual Step-Up Death Benefit

You may purchase at application a death benefit that provides that the death benefit amount is equal to the greater of:

1. The Account Balance; or

2. Highest Account Balance as of each Contract Anniversary, determined as follows:

- At issue, the highest Account Balance is your initial purchase payment;
- Increase the highest Account Balance by each subsequent purchase payment;
- Reduce the highest Account Balance proportionately by the percentage reduction in Account Balance attributable to each subsequent partial withdrawal;
- On each Contract Anniversary before your 81st birthday, compare the (1) then-highest Account Balance to the (2) current Account Balance and set the highest Account Balance equal to the greater of the two.

- After the Contract Anniversary immediately preceding your 81st birthday, adjust the highest Account Balance only to:

  - Increase the highest Account Balance by each subsequent purchase payment or

  - Reduce the highest Account Balance proportionately by the percentage reduction in Account Balance attributable to each subsequent partial withdrawal.

You may not purchase this benefit if you are 80 years of age or older.

The Annual Step-Up Death Benefit is available for an additional charge of 0.10% annually of the average daily value of the amount you have in the Separate Account.

<TABLE>
<CAPTION>
Example:

		Date	Amount
<C>	<C>	<C>	<S>
A	Initial Purchase Payment	10/1/2000	$100,000
B	Account Balance	10/1/2001 (First Contract Anniversary)	$104,000
C	Death Benefit (Highest Account Balance)	As of 10/1/2001	$104,000 (= greater of A and B)
D	Account Balance	10/1/2002 (Second Contract Anniversary)	$ 90,000
E	Death Benefit (Highest Contract Year Anniversary)	10/1/2002	$104,000 (= greater of C and D)
F	Withdrawal	10/2/2002	$ 9,000
G	Percentage Reduction in Account Balance	10/2/2002	10% (= F/D)
H	Account Balance after Withdrawal	10/2/2002	$ 81,000 (= D-F)
I	Highest Account Balance reduced for Withdrawal	As of 10/2/2002	$ 93,600 (=E-(EXG))

J Death Benefit	10/2/2002	$ 93,600 (= greater of H and I)

</TABLE>

Notes to Example

Purchaser is age 60 at issue.

Any withdrawal charge withdrawn from the Account Balance is included when determining the percentage of Account Balance withdrawn.

The Account Balances on 10/1/02 and 10/2/02 are assumed to be equal prior to the withdrawal.

Greater of Annual Step-Up or 5% Annual Increase Death Benefit
You may purchase at application a death benefit that provides that the death benefit amount is equal to the greatest of:

1. Your Account Balance; or

2. The annual increase amount which is equal to the sum total of each purchase payment accumulated at a rate of 5% a year, through the Contract Anniversary date immediately preceding your 81st birthday, reduced by the sum total of each withdrawal adjustment accumulated at the rate of 5% a year from the date of the withdrawal (the withdrawal adjustment is the annual increase amount immediately prior to the withdrawal multiplied by the percentage reduction in Account Balance attributable to the withdrawal); or

3. Highest Account Balance as of each Contract Anniversary, determined as follows:

- At issue, the highest Account Balance is your initial purchase payment;
- Increase the highest Account Balance by each subsequent purchase payment;
- Reduce the highest Account Balance proportionately by the percentage reduction in Account Balance attributable to each subsequent partial withdrawal;

- On each Contract Anniversary before your 81st birthday, compare the (1) then-highest Account Balance to the (2) current Account Balance and set the highest Account Balance equal to the greater of the two.

. After the Contract Anniversary immediately preceding your 81st birthday, adjust the highest Account Balance only to:

. Increase the highest Account Balance by each subsequent purchase payment or

. Reduce the highest Account Balance proportionately by the percentage reduction in Account Balance attributable to each subsequent partial withdrawal.

You may not purchase this benefit if you are 80 years of age or older.

The Greater of Annual Step-Up or 5% Annual Increase Death Benefit is available for an additional charge of 0.25% annually of the average daily value of the amount you have in the Separate Account.

Example:

<TABLE>
<CAPTION>

		Date	Amount
A	Initial Purchase Payment	10/1/2000	$100,000
B	Account Balance	10/1/2001 (First Contract Anniversary)	$104,000

C1 Account Balance 10/1/2001
$104,000
(Highest Account (=
greater of A and B)
Balance)

C2 5% Annual 10/1/2001
$105,000
Increase Amount
(= AX1.05)

C3 Death Benefit As of 10/1/2001
$105,000
(=
greater of C1 and C2)

D Account Balance 10/1/2002
$ 90,000
(Second Contract Anniversary)

E1 Highest Account 10/1/2002
$104,000
Balance (=
greater of C1 and D)

E2 5% Annual As of 10/1/2002
$110,250
Increase Amount
(= AX1.05X1.05)

E3 Death Benefit 10/1/2002
$110,250
(=
greater of E1 and E2)

F Withdrawal 10/2/2002
$ 9,000

G Percentage 10/2/2002
10%
Reduction in
(= F/D)

Account Balance

H Account Balance 10/2/2002
$ 81,000
after Withdrawal
(= D-F)

I1 Highest Account As of 10/2/2002
$ 93,600
Balance reduced
(= E1-(E1XG))
for Withdrawal

I2 5% Annual As of 10/2/2002
$ 99,239
Increase Amount (=
E2-(E2XG). Note: E2 includes
reduced for Withdrawal additional
day of interest at 5%)

I3 Death Benefit 10/2/2002
$ 99,239
(=
greatest of H, I1 and I2)

</TABLE>

Notes to Example

Purchaser is age 60 at issue.

Any withdrawal charge withdrawn from the Account Balance is included when determining the percentage of Account Balance withdrawn.

The Account Balances on 10/1/02 and 10/02/02 are assumed to be equal prior to the withdrawal.

All amounts are rounded to the nearest dollar.

Earnings Preservation Benefit

You may purchase this benefit at application which is intended to provide additional amounts at death to pay taxes that may be due upon your death. We do not guarantee that the amounts provided by the Earnings Preservation Benefit will be sufficient to cover any such taxes that your heirs may have to pay.

This benefit provides that an additional death benefit is payable equal to:

1. The difference between

   a. Your death benefit (either the basic death benefit or an optional death benefit for which you pay an additional charge); and

   b. Total purchase payments not withdrawn. In this case, partial withdrawals are first applied against earnings and then purchase payments, or

On or after the Contract Anniversary immediately preceding your 81st birthday, the additional death benefit that is payable is equal to:

1. The difference between

   a. Your death benefit amount on the Contract Anniversary immediately preceding your 81st birthday, plus subsequent purchase payments made after each Contract Anniversary, reduced proportionately by the percentage reduction in Account Balance attributable to each subsequent partial withdrawal; and

   b. Total purchase payments not withdrawn. In this case, partial withdrawals are first applied against earnings and then purchase payments.

2. In each case, multiplied by the following percentage, depending upon your age when you purchased the Contract:

<TABLE>
<CAPTION>

Purchase Age	Percentage
<S>	<C>
Ages 69 or younger	40%
Ages 70-79	25%
Ages 80 and above	0%

</TABLE>

You may not purchase this benefit if you are 80 years of age or older.

For purposes of the above calculation, purchase payments increase the Account

Balance on a dollar for dollar basis. Partial withdrawals, however, reduce Account Balance proportionately, that is, the percentage reduction is equal to the dollar amount of the withdrawal plus applicable withdrawal charges divided by the Account Balance immediately before the withdrawal.

If the spouse continues the contract, the spouse can choose one of the following two options:

. Continue the Earnings Preservation Benefit. Then the additional death benefit is calculated in the same manner as above except the

calculation takes into account the surviving spouse's age for purposes of determining what is the Contract Anniversary prior to the 81st birthday. In this case, the benefit is paid as of the death of the surviving spouse, rather than the first spouse.

. Stop the Earnings Preservation Benefit. Then, the Account Balance is reset to equal the death benefit plus the additional death benefit on the date the spouse continues the contract. The Earnings Preservation Benefit will cease and the Separate Account charge will be reduced by 0.25%.

If you are a natural person and you change ownership of the Deferred Annuity to someone other than your spouse, this benefit is calculated in the same manner except (1) purchase payments (for the purpose of calculating the Earnings Preservation Benefit) are set equal to the Account Balance on the date of the change in owners (gain is effectively reset to zero) and (2) the percentage from the table above is based on the age of the new owner as of the date of the change in owner.

If you are a non-natural person, the life of the annuitant is the basis for determining the additional death benefit. If there are joint owners, the oldest of the two will be used as a basis for determining the additional death benefit.

The Earnings Preservation Benefit is available for an additional charge of 0.25% annually of the average daily value of the amount you have in the Separate Account.

Example:

<TABLE>
<CAPTION>

		Date	Amount
A	Purchase Payments Not Withdrawn	10/1/2000	$100,000
B	Death Benefit	10/1/2001	$105,000
C	Additional Death Benefit	10/1/2001	$2,000 (= 40% x (B - A))
D	Account Balance	10/1/2002	$90,000
E	Withdrawal	10/2/2002	$9,000
F	Account Balance after Withdrawal	10/2/2002	$81,000 (=D - E)
G	Purchase Payments Not Withdrawn	10/2/2002	$91,000 (= A-E. Because there is no gain at time of withdrawal)
H	Death Benefit	10/2/2002	$99,239
I	Additional Death Benefit		$3,296 (= 40% x (H - G))

</TABLE>

Notes to Example

Purchaser is age 60 at issue.

Any withdrawal charge from the Account Balance is included when determining the percentage of Account Balance withdrawn.

All amounts are rounded to the nearest dollar.

[GRAPHIC]

Guaranteed Minimum Income Benefit (may also be known as the "Predictor" in our sales literature and advertising)

You may purchase this benefit at application (up to but not including age 76) which guarantees a stated income payment in the pay-out phase of your Deferred Annuity (a payment "floor"). You retain the ability to choose to receive income payments based upon the Account Balance of your Deferred Annuity rather than the guaranteed amount purchased under this benefit. This benefit is intended to protect you against poor investment performance.

This benefit may only be exercised by the owner no later than the Contract Anniversary immediately after the owner's 85th birthday, after a 10 year waiting period and then only within a 30 day period following the Contract Anniversary. Partial annuitization is not permitted under this optional benefit and no change in owners of the contract is permitted. Withdrawal charges are not waived if you exercise this option while withdrawal charges apply.

The only income types available with the purchase of this benefit are a Lifetime Income Annuity with a 10 Year Guarantee Period or a Lifetime Income Annuity for Two with a 10 Year Guarantee Period. If you decide to receive income payments under a Lifetime Income Annuity with a 10 year Guarantee Period after age 79, the 10 year guarantee is reduced as follows:

Age at Pay- Out	Guarantee
80	9 years
81	8 years
82	7 years
83	6 years
84 and 85	5 years

The guaranteed minimum income base is equal to the greatest of:

1. The annual increase amount which is the sum total of each purchase payment

accumulated at a rate of 6% a year, through the Contract Anniversary date immediately preceding your 81st birthday, reduced by the sum total of each withdrawal adjustment accumulated at the rate of 6% a year from the date of the withdrawal. The withdrawal adjustment is the annual increase amount immediately prior to the withdrawal multiplied by the percentage reduction in Account Balance attributable to the withdrawal, if total withdrawals in a Contract Year are more than 6% of the annual increase amount at the previous Contract Anniversary. If total withdrawals in a Contract Year are less than 6% of the annual increase amount at the previous Contract Anniversary, the withdrawal adjustment is the dollar amount of total partial withdrawals treated as a single withdrawal at the end of the Contract Year; or

2. Highest Account Balance as of each Contract Anniversary, determined as follows:

- At issue, the highest Account Balance is your initial purchase payment;

- Increase the highest Account Balance by each subsequent purchase payment;

- Reduce the highest Account Balance proportionately by the percentage reduction in Account Balance attributable to each subsequent partial withdrawal;

- On each Contract Anniversary before your 81st birthday, compare the (1) then-highest Account Balance to the (2) current Account Balance and set the highest Account Balance equal to the greater of the two.

- After the Contract Anniversary immediately preceding your 81st birthday, adjust the highest Account Balance only to:

  - Increase the highest Account Balance by each subsequent purchase payment or

. Reduce the highest Account Balance proportionately by the percentage reduction in Account Balance attributable to each subsequent partial withdrawal.

This base is then applied to the annuity rates guaranteed in the Guaranteed Minimum Income Benefit rider. The rates used are the Annuity 2000 Mortality Table with a 7-year age setback, with interest of 2.5% per year. As with other pay-out types, the amount you receive as an income payment depends also on your age, sex and the income type you select.

For purposes of determining the highest Account Balance as of the applicable Contract Anniversary, purchase payments increase the Account Balance on a dollar for dollar basis. Partial withdrawals, however, reduce Account Balance proportionately, that is the percentage reduction is equal to the dollar amount of the withdrawal (plus applicable withdrawal charges), divided by the Account Balance immediately before the withdrawal.

This option will terminate:

1. The 30th day following the Contract Anniversary immediately after the owner's 85th birthday;

2. When you take a total withdrawal of your Account Balance;

3. When you elect to receive income payments under an income option and you are not eligible to exercise the Guaranteed Minimum Income Benefit option;

4. The owner dies or the annuitant dies (if the owner is not a natural person); or

5. There is a change in owners, joint owners or annuitants (if the owner is a non-natural person).

The Guaranteed Minimum Income Benefit is available for an additional charge of 0.35% of the guaranteed minimum income base, deducted at the end of each Contract Year, by withdrawing amounts on a pro-rata basis from your Fixed Account Balance, Enhanced Dollar Cost Averaging Program balance and Separate Account Balance. (We take amounts from the Separate Account by cancelling accumulation units from your Separate Account.)

Example:

(This calculation ignores the impact of highest Account Balance which could further increase the guaranteed minimum income base.)

At issue, male, age 55
Purchase Payment = $100,000.
No additional purchase payments or partial withdrawals.

Guaranteed minimum income base at age 65 = $100,000X1.06/10/ = $179,085 where 10 equals the number of years the purchase payment accumulates for purposes of calculating this benefit.

Guaranteed minimum income floor = guaranteed minimum income base applied to the Guaranteed Minimum Income Benefit annuity table.

Guaranteed Minimum Income Benefit annuity factor, male, age 65 = $4.40 per month per $1,000 applied for lifetime income with 10 years guaranteed.

$179,085 X $4.40 = $788 per month.
$1,000

<TABLE>
<CAPTION>

(Male) Issue Age	Age at Pay-Out	Guaranteed Minimum Income Floor

<C> <S> <C>

55	65	$ 788
	70	$1,186
	75	$1,812

</TABLE>

The above chart ignores the impact of premium and other taxes.

Pay-Out Options (or Income Options)

The pay-out phase is often referred to as either "annuitizing" your contract or taking an income annuity.

[GRAPHIC]

You may choose the frequency of your income payments. For example, you may receive your payments on a monthly, quarterly, semiannual or annual basis.

You may convert your Deferred Annuity into a regular stream of income after your "pay-in" or "accumulation" phase. When you select your pay-out option, you will be able to choose from the range of options we then have available. You have the flexibility to select a stream of income to meet your needs. If you decide you want a pay-out option, we withdraw some or all of your Account Balance (less any premium taxes and applicable contract fees), then we apply the net amount to the option. You are not required to hold your Deferred Annuity for any minimum time period before you may annuitize. However, you may not be older than 95 years old (90 in New York). Although guaranteed annuity rates for the Bonus Class are the same as those for the other classes of the Deferred Annuity, current rates for the Bonus Class may be lower than the other classes of the Deferred Annuity. You must convert at least $5,000 of your Account Balance to receive income payments.

Should our current rates for a fixed pay-out option for your class of the Deferred Annuity provide for greater payments than those quoted in your contract, we will use the current rates.

When considering a pay-out option, you should think about whether you want:

[_] Payments guaranteed by us for the rest of your life (or for the rest of two lives) or the rest of your life (or for the rest of two lives) with a guaranteed period);

[_] A fixed dollar payment or a variable payment.

Your income option provides you with a regular stream of payments for either your lifetime or your lifetime with a guaranteed period.

Your income payment amount will depend upon your choices. For lifetime options, the age and sex of the measuring lives (annuitants) will also be considered. For example, if you select a pay-out option guaranteeing payments for your lifetime and your spouse's lifetime, your payments will typically be lower than if you select a pay-out option with payments over only your lifetime.

We do not guarantee that your variable payments will be a specific amount of money. You may choose to have a portion of the payment fixed and guaranteed under the Fixed Income Option.

By the date specified in your contract, if you do not either elect to continue the contract, select a pay-out option or withdraw your entire Account Balance, and your Deferred Annuity was not issued under a retirement plan, we will automatically issue you a life annuity with a 10 year guarantee. In that case, if you do not tell us otherwise, your Fixed Account Balance and Enhanced Dollar Cost Averaging Program balance will be used to provide a Fixed Income Option and your Separate Account Balance will be used to provide a variable pay-out option.

Income Payment Types

Currently, we provide you with a wide variety of income payment types to suit a range of personal preferences.

Many times, the Owner and the Annuitant are the same person.

There are three people who are involved in payments under your pay-out option:

[_] Owner: the person or entity which has all rights including the right to direct who receives payment.

[_] Annuitant: the natural person whose life is the measure for determining the duration and the dollar amount of payments. (You may be permitted to name a contingent annuitant whose life would be the measure for determining the duration and the dollar amount of payments if the annuitant has died before income payments have begun.)

[_] Beneficiary: the person who receives continuing payments or a lump sum payment, if any, if the owner dies.

When deciding how to receive income, consider:

- The amount of income you need;
- The amount you expect to receive from other sources;
- The growth potential of other investments; and
- How long you would like your income to be guaranteed.

[GRAPHIC]

The following income payment types are currently available. We may make available other income payment types if you so request and we agree. We may limit income payment types offered to meet federal tax law requirements.

Lifetime Income Annuity: A variable income that is paid as long as the annuitant is living.

Lifetime Income Annuity with a Guarantee Period: A variable income that continues as long as the annuitant is living but is guaranteed to be paid for a number of years. If the annuitant dies before all of the guaranteed payments have been made, payments are made to the owner of the annuity (or the beneficiary, if the owner dies during the guarantee period) until the end of the guaranteed period. No payments are made once the guarantee period has expired and the annuitant is no longer living.

Lifetime Income Annuity for Two: A variable income that is paid as long as either of the two annuitants is living. After one annuitant dies, payments continue to be made as long as the other annuitant is living. In that event, payments may be the same as those made while both annuitants were living or may be a smaller percentage that is selected when the annuity is first converted to an income stream. No payments are made once both annuitants are no longer living.

Lifetime Income Annuity for Two with a Guarantee Period: A variable income that continues as long as either of the two annuitants is living but is guaranteed to be paid (unreduced by any percentage selected) for a number of years. If both annuitants die before all of the guaranteed payments have been made, payments are made to the owner of the annuity (or the beneficiary, if the owner dies during the guarantee period) until the end of the guaranteed period. If one annuitant dies after the guarantee period has expired, payments continue to be made as long as the other annuitant is living. In that event, payments may be the same as those made while both annuitants were living or may be a smaller percentage that is selected when the annuity is first converted to an income stream. No payments are made once the guarantee period has expired and both annuitants are no longer living.

Allocation

[GRAPHIC]

You decide how your money is allocated among the Fixed Income Option and the investment divisions.

Minimum Size of Your Income Payment

Your initial income payment must be at least $100. This means that the amount used from a Deferred Annuity to provide a pay-out option must be large enough to produce this minimum initial income payment. We may reduce the frequency of your income payments to produce a payment of at least $100, in which case your payment will be made at least annually.

[GRAPHIC]

The Value of Your Income Payments

Annuity Units

Annuity units are credited to you when you first convert your Deferred Annuity into an income stream or transfer into an investment division during the pay-out phase. Before we determine the number of annuity units to credit to you, we reduce your Account Balance by any premium taxes and the Annual Contract Fee, if applicable. (The premium taxes and the Annual Contract Fee are not applied against transfers.) We then compute an initial income payment amount using the Assumed Investment Return ("AIR"), your income payment type and the age and sex of the measuring lives. We then divide the initial income payment (allocated to an investment division) by the Annuity Unit Value on the date of the transaction. The result is the number of annuity units credited for that investment division. The initial variable income payment is a hypothetical payment which is calculated based on the AIR. This initial variable income payment is used to establish the number of annuity units. It is not the amount of your actual first variable income payment unless your first income payment happens to be within 10 days after the date you convert your Deferred Annuity into an income stream. When you transfer money from an investment division, annuity units in that investment division are liquidated.

AIR

The AIR is stated in your contract and may range from 3% to 6%.

Your income payments are determined by using the AIR to benchmark the investment experience of the investment divisions you select. The AIR is stated in your contract and may range from 3% to 6%. The higher your AIR, the higher your initial variable income payment will be. Your next payments will increase in proportion to the amount the actual investment experience of your chosen investment divisions exceeds the AIR and Separate Account charges (the net investment return). Likewise, your payments will decrease to the extent the investment experience of your chosen investment divisions is less than the AIR and Separate Account charges. A lower AIR will result in a lower initial variable income payment, but subsequent variable income payments will increase more rapidly or decline more slowly than if you had a higher AIR as changes occur in the actual investment experience of the investment divisions.

The amount of each variable income payment is determined 10 days prior to your income payment date. If your first income payment is scheduled to be paid less than 10 days after you convert your Deferred Annuity to an income stream, then the amount of that payment will be determined on the date you convert your Deferred Annuity to a pay-out option.

Valuation

This is how we calculate the Annuity Unit Value for each investment division:

[_] First, we determine the change in investment experience (including any investment-related charge) for the underlying portfolio from the previous trading day to the current trading day;

[_] Next, we subtract the daily equivalent of the Separate Account charge for each day since the last day the Annuity Unit Value was calculated; the resulting number is the net investment return.

[_] Then, we multiply by an adjustment based on your AIR for each day since the last Annuity Unit Value was calculated; and

[_] Finally, we multiply the previous Annuity Unit Value by this result.

Transfer Privilege

[GRAPHIC]

During the pay-out phase of the Deferred Annuity, you may make transfers among investment divisions or from the investment divisions to the Fixed Income Option. Each transfer must be at least $500 or, if less, your entire balance in an investment division. Once you transfer money into the Fixed Income Option, you may not later transfer it into an investment division. There is no withdrawal charge to make a transfer.

Once you transfer money into the Fixed Income Option you may not later transfer it into an investment division.

For us to process a transfer, you must tell us:

[_] The percentage or dollar amount of the transfer;

[_] The investment divisions (or Fixed Income Option) to which you want to transfer; and

[_] The investment division(s) from which you want to transfer.

We may require that you use our original forms to make transfers.

We reserve the right to restrict transfers to the Fixed Income Option (1) if the interest rate we credit in the Fixed Account is equal to the guaranteed minimum rate (currently, 3.00%); or (2) your allocation and transfers to the Fixed Income Option is equal to or exceeds our maximum for Fixed Account and Enhanced Dollar Cost Averaging Program allocations (e.g., $1,000,000).

Each Fund may restrict or refuse purchases or redemptions of shares in their Portfolios as a result of certain market timing activities. You should read the Fund prospectuses for more details.

The income phase of the Deferred Annuity is not designed to permit market timing. Accordingly, we reserve the right to (1) defer the transfer privilege at any time that we are unable to purchase or redeem shares in the Portfolios, to the extent permitted by law; (2) limit the number of transfers you may make each Contract Year; (3) limit the dollar amount that may be transferred at any one time; (4) charge a transfer fee; and (5) impose limitations and modifications where exercise of the transfer privilege creates or would create a disadvantage to other contract owners. Examples of these limitations or modifications include, but are not limited to: (1) imposing a minimum time period between each transfer; and (2) requiring a signed, written request to make the transfer. In addition, in accordance with applicable law, we reserve the right to modify or terminate the transfer privilege at any time.

Your transfer request must be in good order and completed prior to the close of the Exchange on one of our business days if you want the transaction to take place on that day. All other transfer requests in good order will be processed our next business day.

Charges

The Separate Account charges you pay will not reduce the number of annuity units credited to you. Instead, we deduct the charges when calculating the Annuity Unit Value.

You pay the basic death benefit Separate Account charge for your contract class during the pay-out phase of the Deferred Annuity. In addition, you pay the applicable investment-related charge during the pay-out phase of your Deferred Annuity. During the pay-out phase, we reserve the right to deduct the $30 Annual Contract Fee. If we do so, it will be deducted pro-rata from each income payment.

[GRAPHIC]

General Information

Administration

All transactions will be processed in the manner described below.

Purchase Payments

Send your purchase payments, by check or money order made payable to "MetLife," to your Administrative Office. (We reserve the right to receive purchase payments by other means acceptable to us.) We will provide you with all necessary forms. We must have all documents in good order to credit your purchase payments.

Purchase payments (including any portion of your Account Balance under a Deferred Annuity which you apply to a pay-out option) are effective and valued as of the close of the Exchange on the day we receive them in good order at your Administrative Office, except when they are received:

[_] On a day when the Accumulation Unit Value/Annuity Unit Value is not calculated, or

[_] After the close of the Exchange.

[GRAPHIC]

Generally, your requests including all subsequent purchase payments are effective the day we receive them at your Administrative Office in good order.

In those cases, the purchase payments will be effective the next day the Accumulation Unit Value or Annuity Unit Value, as applicable, is calculated.

We reserve the right to credit your initial purchase payment to you within two days after its receipt at your Administrative Office. However, if you fill out our forms incorrectly or incompletely or other documentation is not completed properly or otherwise not in good order, we have up to five business days to credit the payment. If the problem cannot be resolved by the fifth business day, we will notify you and give you the reasons for the delay. At that time, you will be asked whether you agree to let us keep your money until the problem is resolved. If you do not agree or we cannot reach you by the fifth business day, your money will be returned.

Confirming Transactions

You will receive a written statement confirming that a transaction was recently completed. Certain transactions made on a periodic basis, such as check-o-matic, Systematic Withdrawal Program payments, and automated investment strategy transfers, may be confirmed quarterly. Unless you inform us of any errors within 60 days of receipt, we will consider these communications to be accurate and complete.

Processing Transactions

We permit you to request transactions by mail and telephone. We anticipate making Internet access available to you in the future. We may suspend or eliminate telephone or Internet privileges at any time, without prior notice. We reserve the right not to accept requests for transactions by facsimile. We reserve the right, in our sole discretion, to refuse, to impose modifications on or to limit any transaction request where the request would tend to disrupt contract administration or is not in the best interests of the contract holders or the Separate Account.

By Telephone or Internet

You may request a variety of transactions and obtain information by telephone 24 hours a day, 7 days a week, unless prohibited by state law. Likewise, in the future, you may be able to request a variety of transactions and obtain information through Internet access, unless prohibited by state law. Some of the information and transactions accessible to you include:

[GRAPHIC]

You may authorize your sales representative to make transactions on your behalf. You must complete our form and we must agree.

[_] Account Balance

[_] Unit Values

[_] Current rates for the Fixed Account and Enhanced Dollar Cost Averaging Program

[_] Transfers

[_] Changes to investment strategies

[_] Changes in the allocation of future purchase payments.

Your transaction must be in good order and completed prior to the close of the Exchange on one of our business days if you want the transaction to be valued and effective on that day. Transactions will not be valued and effective on a day when the Accumulation or Annuity Unit Value is not calculated or after the close of the Exchange. We will value and make effective these transactions on our next business day.

We have put into place (or may in the future put into place for Internet communications) reasonable security procedures to insure that instructions communicated by telephone or Internet are genuine. For example, all telephone calls are recorded. Also, you will be asked to provide some personal data prior to giving your instructions over the telephone or through the Internet. When someone contacts us by telephone or Internet and follows our security procedures, we will assume that you are authorizing us to act upon those instructions. Neither the Separate Account nor MetLife will be liable for any loss, expense or cost arising out of any requests that we or the Separate Account reasonably believe to be authentic. In the unlikely event that you have trouble reaching us, requests should be made in writing to your Administrative Office.

Response times for the telephone or Internet may vary due to a variety of factors, including volumes, market conditions and performance of the systems. We are not responsible or liable for:

[_] any inaccuracy, error, or delay in or omission of any information you transmit or deliver to us; or

[_] any loss or damage you may incur because of such inaccuracy, error, delay or omission; non-performance; or any interruption of information beyond our control.

After Your Death

If we are presented in good order with notification of your death before any requested transaction is completed (including transactions under automated investment strategies), we will cancel the request and pay your beneficiary the the death benefit instead. If the beneficiary is your spouse or is a beneficiary under a Traditional IRA Deferred Annuity, the beneficiary may continue the contract. In that case, we will follow the instructions of the beneficiary, which may include continuing an automated investment strategy and Enhanced Dollar Cost Averaging Program previously in effect, if the beneficiary so determines. If you are receiving income payments, we will cancel the request and continue making payments to your beneficiary if your income type so provides. Or, depending on the income type, we may continue making payments to a joint annuitant.

Third Party Requests

Generally, we only accept requests for transactions or information from you. Therefore, we reserve the right not to process transactions requested on your behalf by your agent with a power of attorney or any other authorization. This includes processing transactions by an agent you designate, through a power of attorney or other authorization, who has the ability to control the amount and timing of transfers for a number of other contract owners, and who simultaneously makes the same request or series of requests on behalf of other contract owners.

Valuation--Suspension of Payments

We separately determine the Accumulation Unit Value and Annuity Unit Value for each investment division once each day when the Exchange is open for trading.

If permitted by law, we may change the period between calculations but we will give you 30 days notice.

When you request a transaction, we will process the transaction using the next available Accumulation Unit Value or Annuity Unit Value. Subject to our procedure, we will make withdrawals and transfers at a later date, if you request. If your withdrawal request is to elect a variable pay-out option under your Deferred Annuity, we base the number of annuity units you receive on the next available Annuity Unit Value.

We reserve the right to suspend or postpone payment for a withdrawal or transfer when:

[_] rules of the Securities and Exchange Commission so permit (trading on the Exchange is restricted, the Exchange is closed other than for customary weekend or holiday closings or an emergency exists which makes pricing or sale of securities not practicable); or

[_] during any other period when the Securities and Exchange Commission by order so permits.

[GRAPHIC]

Advertising Performance

[GRAPHIC]

All performance numbers are based upon historical earnings. These numbers are not intended to indicate future results.

We periodically advertise the performance of the investment divisions. You may get performance information from a variety of sources including your quarterly statements, your MetLife representative, the Internet, annual reports and semiannual reports.

We may state performance in terms of "yield," "change in Accumulation Unit Value/Annuity Unit Value," "average annual total return" or some combination of these terms.

Yield is the net income generated by an investment in a particular investment division for 30 days or a month. These figures are expressed as percentages. This percentage yield is compounded semiannually.

Change in Accumulation/Annuity Unit Value is calculated by determining the percentage change in the value of an accumulation (or annuity) unit for a certain period. These numbers may also be annualized. Change in Accumulation/Annuity Unit Value may be used to demonstrate performance for a hypothetical investment (such as $10,000) over a specified period. These performance numbers reflect the deduction of the total Separate Account charges and the Annual Contract Fee; however, yield and change in Accumulation/Annuity Unit Value performance do not reflect the possible imposition of withdrawal charges. Withdrawal charges would reduce performance experience.

Average annual total return calculations reflect all Separate Account charges, the Annual Contract Fee and applicable withdrawal charges. These figures also assume a steady annual rate of return.

Performance figures will vary among the various classes of the Deferred Annuities as a result of different Separate Account charges and withdrawal charges. Performance figures will also vary within the classes as a result of the different optional benefits which the annuity owner may choose.

We may calculate performance for certain investment strategies including Equity Generator and each asset allocation model of the Index Selector. We calculate the performance as a percentage by presuming a certain dollar value at the beginning of a period and comparing this dollar value with the dollar value based on historical performance at the end of that period. This percentage return assumes that there have been no withdrawals or other unrelated transactions.

For purposes of presentation, we may assume that certain Deferred Annuities were in existence prior to their inception date. In these cases, we calculate performance based on the historical performance of the underlying Metropolitan Fund, Zenith Fund, Met Investors Fund and American Fund Portfolios. We use the actual accumulation unit or annuity unit data after the inception date.

Past performance is no guarantee of future results.

We may demonstrate hypothetical future values of Account Balances over a specified period based on assumed rates of return (which will not exceed 12% and which will include an assumption of 0% as well) for the Portfolios. These presentations reflect the deduction of the Separate Account charge, the Annual Contract Fee, if any, and the average of investment-related charges for all Portfolios to depict investment-related charges.

We may demonstrate hypothetical future values of Account Balances for a specific Portfolio based upon the assumed rates of return previously described, the deduction of the Separate Account charge and the Annual Contract Fee, if any, and the investment-related charges for the specific Portfolio to depict investment-related charges.

We may demonstrate the hypothetical historical value of each optional benefit for a specified period based on historical net asset values of the Portfolios and the annuity purchase rate, if applicable, either for an individual for whom the illustration is to be produced or based upon certain assumed factors (e.g., male, age 65). These presentations reflect the deduction of the Separate Account charge and the Annual Contract Fee, if any, and the investment-related charge.

We may demonstrate hypothetical future values of each optional benefit over a specified period based on assumed rates of return (which will not exceed 12% and which will include an assumption of 0% as well) for the Portfolios, the annuity purchase rate, if applicable, either for an individual for whom the illustration is to be produced or based upon certain assumed factors (e.g., male, age 65). These presentations reflect the deduction of the Separate Account charge and the Annual Contract Fee, if any, and the average of investment-related charges for all Portfolios to depict investment-related charges.

We may demonstrate hypothetical values of income payments over a specified period based on historical net asset values of the Portfolios and the applicable annuity purchase rate, either for an individual for whom the illustration is to be produced or based upon certain assumed factors (e.g., male, age 65). These presentations reflect the deduction of the Separate Account charge, the investment-related charge and the Annual Contract Fee, if any.

We may demonstrate hypothetical future values of income payments over a specified period based on assumed rates of return (which will not exceed 12% and which will include an assumption of 0% as well) for the Portfolios, the applicable annuity purchase rate, either for an individual for whom the illustration is to be produced or based upon certain assumed factors (e.g., male, age 65). These presentations reflect the deduction of the Separate Account charge, the Annual Contract Fee, if any, and the average of investment-related charges for all Portfolios to depict investment-related charges.

Any illustration should not be relied on as a guarantee of future results.

Changes to Your Deferred Annuity

We have the right to make certain changes to your Deferred Annuity, but only as permitted by law. We make changes when we think they would best serve the interest of annuity owners or would be appropriate in carrying out the purposes of the Deferred Annuity. If the law requires, we will also get your approval and the approval of any appropriate regulatory authorities. Examples of the changes we may make include:

[_] To operate the Separate Account in any form permitted by law.

[_] To take any action necessary to comply with or obtain and continue any exemptions under the law (including favorable treatment under the federal income tax laws).

[_] To transfer any assets in an investment division to another investment division, or to one or more separate accounts, or to our general account, or to add, combine or remove investment divisions in the Separate Account.

[_] To substitute for the Portfolio shares in any investment division, the shares of another class of the Metropolitan Fund, the Zenith Fund, the Met Investors Fund or the shares of another investment company or any other investment permitted by law.

[_] To make any necessary technical changes in the Deferred Annuities in order to conform with any of the above-described actions.

If any changes result in a material change in the underlying investments of an investment division in which you have a balance, we will notify you of the change. You may then make a new choice of investment divisions. For Deferred Annuities issued in Pennsylvania, we will ask your approval before making any technical changes.

Voting Rights

Based on our current view of applicable law, you have voting interests under your Deferred Annuity concerning Metropolitan Fund, Zenith Fund, Met Investors Fund or American Fund proposals that are subject to a shareholder vote. Therefore, you are entitled to give us instructions for the number of shares which are deemed attributable to your Deferred Annuity.

We will vote the shares of each of the underlying Portfolios held by the Separate Account based on instructions we receive from those having a voting interest in the corresponding investment divisions. However, if the law or the interpretation of the law changes, we may decide to exercise the right to vote the Portfolio's shares based on our own judgment.

There are certain circumstances under which we may disregard voting instructions. However, in this event, a summary of our action and the reasons for such action will appear in the next semiannual report. If we do not receive your voting instructions, we will vote your interest in the same proportion as represented by the votes we receive from other investors. Shares of the Metropolitan Fund, the Zenith Fund, the Met Investors Fund or the American Fund that are owned by our general account or by any of our unregistered separate accounts will be voted in the same proportion as the aggregate of:

[_] The shares for which voting instructions are received, and

[_] The shares that are voted in proportion to such voting instructions.

However, if the law or the interpretation of the law changes, we may decide to exercise the right to vote the Portfolio's shares based on our judgment.

Who Sells the Deferred Annuities

[GRAPHIC]

All Deferred Annuities are sold through our licensed sales representatives. We are registered with the Securities and Exchange Commission as a broker-dealer under the Securities Exchange Act of 1934. We are also a member of the National Association of Securities Dealers, Inc. Deferred Annuities are also sold through other registered broker-dealers. They also may be sold through the mail or over the Internet.

The licensed sales representatives and broker-dealers who sell the annuities may be compensated for these sales by commissions that we pay. There is no front-end sales load deducted from purchase payments to pay sales commissions. The commissions we pay range from 0% to 6%. The commission we pay upon annuitization of the Deferred Annuity is 0% to 3%.

We also make payments to our licensed sales representatives based upon the total Account Balances of the Deferred Annuities assigned to the sales representative. Under this compensation program, we may pay an amount up to 1.00% of the total Account Balances of the Deferred Annuities and other annuity contracts, certain mutual fund account balances and cash values of certain life insurance policies. These asset based commissions compensate the sales representative for servicing the Deferred Annuities.

Financial Statements

The financial statements and related notes for the Separate Account and MetLife are in the SAI and are available from MetLife upon request. Deloitte & Touche, LLP, who are independent auditors, audit these financial statements.

When We Can Cancel Your Deferred Annuity

We may cancel your Deferred Annuity only if we do not receive any purchase payments from you for 24 consecutive months (36 consecutive months in New York) and your Account Balance is less than $2,000. We will only do so to the extent allowed by law. If we do so, we will return the full Account Balance. Federal tax law may impose additional restrictions on our right to cancel your Traditional IRA, Roth IRA and SEP Deferred Annuity.

[GRAPHIC]

Income Taxes

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. 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 Deferred Annuities and income payments under the Deferred Annuities together.

You are responsible for determining whether your purchase of a Deferred Annuity, withdrawals, income payments and any other transactions under your Deferred Annuity satisfy applicable tax law.

Simply stated, earnings on Deferred Annuities are generally not subject to Federal income tax until they are withdrawn. This is known as tax deferral.

Where otherwise permitted under the Deferred Annuity, the transfer of ownership of a Deferred Annuity, the designation of an annuitant, payee or other beneficiary who is not also an owner, the selection of certain maturity dates, the exchange of a Deferred Annuity, or the receipt of a Deferred Annuity in an exchange, may result in income tax and other tax consequences, including estate tax, gift tax and generation skipping transfer tax, that are not discussed in this Prospectus. Please consult your tax adviser.

MetLife does not expect to incur Federal, state or local income taxes on the earnings or realize 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.

General

[GRAPHIC]

Deferred annuities 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 IRAs receive tax deferral under the Code. Although there are no additional tax benefits by funding your IRA with an annuity, it does offer you additional insurance benefits such as an available guaranteed income for life.

We are not responsible for determining if your employer's plan or arrangement satisfies the requirements of the Code and/or ERISA (the Employee Retirement Income Security Act of 1974).

Withdrawals

Because these products are intended for retirement, if you make a taxable withdrawal before age 59 1/2 you may incur a tax penalty.

[GRAPHIC]

When money is withdrawn from your contract (whether by you or your beneficiary), the amount treated as taxable income differs depending on the type of:

[_] annuity you purchase (e.g., Non-Qualified or IRA); and

[_] payment method or income payment type you elect.

We will 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.

If you meet certain requirements, your Roth IRA earnings are free from Federal income taxes.

Withdrawals Before Age 59 1/2

If you receive a taxable distribution from your contract before you reach age 59 1/2, this amount may be subject to a 10% penalty tax, in addition to ordinary income taxes.

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:

	Type of Contract			
	Non Qualified	Trad. IRA	Roth IRA	SEP
In a series of substantially equal payments made annually (or more frequently) for life or life expectancy (SEPP)	x	x	x	x
After you die	x	x	x	x
After you become totally disabled (as defined in the Code)	x	x	x	x
To pay deductible medical expenses		x	x	x
To pay medical insurance premiums if you are unemployed		x	x	x
For qualified higher education expenses, or		x	x	x
For qualified first time home purchases up to $10,000		x	x	x
After December 31, 1999 for IRS levies		x	x	x
Certain immediate income annuities providing a series of substantially equal periodic payments made annually (or more frequently) over the specified payment period	x			

Separate Account Charges

It is possible that the Internal Revenue Service ("IRS") may take a position that charges for certain death benefits and/or other optional benefits are deemed to be taxable distributions to you, which may be subject to the 10% penalty tax if you are under age 59 1/2. You should consult your tax adviser regarding your death benefit and other optional benefits prior to selecting any optional benefit under the Deferred Annuity.

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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 income option for the purpose of meeting the SEPP exception to the 10% tax penalty, consult with your tax adviser. It is not clear whether certain withdrawals or income 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 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.

Minimum Distribution Requirements for Traditional IRAs and SEPs

You may combine the money required to be withdrawn from each of your Traditional IRAs and SEPs and withdraw this amount from any one or more of them.

As the table below shows, generally you must receive your entire interest in your Traditional IRA or SEP or begin receiving withdrawals by April 1 of the calendar year following the year in which you reach age 70 1/2.

A tax penalty of 50% applies to withdrawals which should have been taken but were not. Complex rules apply to the timing and calculation of these withdrawals. Required minimum distribution proposed regulations were amended in January 2001. You have the option to satisfy either the pre-2001 or post-2000 rules for any distribution attributable to the 2001 tax year. Please consult your tax adviser if you intend to take a distribution from your Traditional IRA during the 2001 tax year.

<TABLE>
<CAPTION>

	Type of Contract			
	Non - Qualified	Trad. IRA	Roth IRA	SEP
<S>	<C>	<C>	<C>	<C>
70 1/2 Minimum distribution rules apply	no	yes	no	yes

</TABLE>

It is not clear whether income payments under a variable annuity will satisfy this rule. Consult your tax adviser prior to choosing an income option.

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.

[GRAPHIC]

Non-Qualified Annuities

After-tax means that your purchase payments for your annuity do not reduce your taxable income or give you a tax deduction.

[GRAPHIC]

[_] 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 you receive them from the contract.

[_] Your Non-Qualified contract may be exchanged for another Non-Qualified annuity without paying income taxes if certain Code requirements are met.

[_] Consult your tax adviser prior to changing the annuitant or prior to changing the date you determine to commence income 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.

[_] 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.

[_] Deferred annuities issued after October 21, 1988 by the same insurance company or an affiliate 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.

[_] 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 or, in the case of an insurance company, to deduct insurance reserves or incurred losses.

[_] Where otherwise permitted under the Deferred Annuity, pledges, assignments and other types of transfers of all or a portion of your Account Balance generally result in the immediate taxation of the gain in your Deferred Annuity. This rule may not apply to certain transfers between spouses.

Diversification

In order for your Non-Qualified Deferred Annuity 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.

Changes to tax rules and interpretations

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

[_] Possible taxation of transfers between investment divisions or transfers from an investment division to the Fixed Account or Fixed Income Option.

[_] Possible taxation as if you were the owner of your portion of the Separate Account's assets.

[_] Possible limits on the number of funding options available or the frequency of transfers among them.

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.

Income Payments

Different tax rules apply to payments made pursuant to an income annuity pay-out option under your contract. They 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.

The IRS has not approved the use of an exclusion ratio when only part of an account balance is used to convert to income payments.

The IRS has not specifically approved the use of a method to calculate an excludable amount with respect to a variable income annuity where transfers are permitted between investment divisions or from an investment division into a fixed option.

We generally will tell you how much of each income payment is a non-taxable return of your purchase payment. However, it is possible that the IRS could conclude that the taxable portion of income payments under a Non-Qualified Deferred Annuity is an amount greater (or less) 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 (reduced by any refund or guarantee feature), then all remaining payments are fully taxable. We will withhold a portion of the taxable amount of your income payment for income taxes, unless you elect otherwise. The amount we withhold is determined by the Code.

These rules also generally apply to income payments made to your beneficiary as a death benefit.

Under the Code, withdrawals or income payments from Non-Qualified annuities need not be made by a particular age. However, it is possible that the IRS may determine that you must take a lump sum withdrawal or elect to receive income payments by a certain age (e.g., 85).

Death Benefits

If you die during the accumulation phase of a Deferred Annuity and your spouse is your beneficiary or a co-owner he or she may elect to continue as "owner" of the Contract.

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

If you die before income payments begin, we must make payment of your entire interest in the contract within five years of the date of your death or begin payments 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. If your spouse is your beneficiary, he or she may elect to continue as "owner" of the contract.

If you die after income payments begin, payments must continue to be made at least as rapidly as before your death in accordance with the income type 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 income payments continue after your death.

In the case of joint owners, the above rules will be applied on the death of any owner.

Where the 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).

[GRAPHIC]

Individual Retirement Annuities

[Traditional IRA, Roth IRA 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 Deferred Annuity offers death benefits and optional benefits that in some cases may exceed the greater of the purchase payments or the Account Balance which could conceivably be characterized as life insurance.

The IRS has not yet reviewed the contract for qualification as a Traditional or Roth IRA, nor has it addressed in a ruling of general applicability whether a death benefit or optional benefit exceeding the greater of the purchase payments or the account balance at the time of death conforms with IRA qualification requirements. Disqualification of the Deferred Annuity as an IRA could result in the immediate taxation of amounts held in the contract and other adverse tax consequences.

Consult your tax adviser prior to the purchase of the contract as a Traditional, Roth IRA or SEP.

The recently enacted Economic Growth and Tax Relief Reconciliation Act of 2001 has made certain changes to IRAs, including:

[_] increasing the contribution limits for Traditional and Roth IRAs, starting in 2002;

[_] adding "catch-up" contributions for taxpayers age 50 and above; and

[_] adding enhanced portability features.

You should consult your tax adviser regarding these changes.

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 owner and the annuitant under the contract.

[_] Your annuity is generally not forfeitable (e.g. not subject to claims of your creditors) 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 a SIMPLE IRA to a Traditional IRA after two years) without incurring Federal income taxes if certain conditions are satisfied.

Traditional IRA Annuities

Purchase Payments

Generally:

In some cases, your purchase payments may be tax deductible.

[_] Except for permissible rollovers and direct transfers, purchase payments to Traditional and Roth IRAs are limited to the lesser of 100% of compensation or $2,000 per year. A $2,000 purchase payment can also be made for a non-working spouse provided the couple's compensation is at least equal to their aggregate contributions.

[_] 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.

[_] 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).

Annual purchase payments are generally deductible up to the above limits if neither you nor your spouse was an "active participant" in another qualified retirement plan during the taxable year. You will not be treated as married for these purposes if you lived apart for the entire taxable year and file separate returns. For 2001, if you are an "active participant" in another retirement plan and if your adjusted gross income is $33,000 or less ($53,000 for married couples filing jointly, however, never fully deductible for a married person filing separately), annual contributions are fully deductible. However, contributions are not deductible if your adjusted gross income is over $43,000 ($63,000 for married couples filling jointly, $10,000 for a married person filing separately). If your adjusted gross income falls between these amounts, your maximum deductible amount is phased out. For an individual who is not an "active participant" but whose spouse is, the adjusted gross income limits for the nonactive participant spouse is $150,000 for a full deduction (with a phase-out between $150,000 and $160,000). If you file a joint return and you and your spouse are under age 70 1/2, you and your spouse may be able to make annual IRA contributions of up to $4,000 ($2,000 each) to two IRAs, one in your name and one in your spouse's. Neither can exceed $2,000, nor can it exceed your joint compensation.

Withdrawals and Income Payments

Withdrawals and income 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.

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 income 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.

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 "owner" of the contract.

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).

Roth IRA Annuities

General

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

For 2001 annual purchase payments to your IRAs, including Roth IRAs, may not exceed the lesser of $2,000 or 100% of your "compensation" as defined by the Code, except for "spousal" IRAs.

Roth IRA purchase payments are non-deductible and are limited to the lesser of 100% of compensation or $2,000 per year for 2001. You may contribute up to the annual purchase payment limit in 2001 if your modified adjusted gross income does not exceed $95,000 ($150,000 for married couples filing jointly). Purchase payment limits are phased out if your income is between:

<TABLE>
<CAPTION>

Status	Income
<S>	<C>
Individual	$95,000-$110,000
Married filing jointly	$150,000-$160,000
Married filing separately	$0-$10,000

</TABLE>

. 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 you exceed the purchase payment limits you may be subject to a tax penalty.

. 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).

[GRAPHIC]

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.

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 taxable converted amounts 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.

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, on a first-in, first-out basis. For these purposes, distributions are treated as coming first from the taxable portion of the conversion/rollover contribution. As previously discussed, depending upon when it occurs, withdrawals of taxable converted amounts 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.

Conversion

If you are married but file separately, you may not convert an existing IRA into a Roth IRA.

You may convert/rollover an existing IRA to a Roth IRA if your adjusted gross income does not exceed $100,000 in the year you convert.

Except to the extent you have non-deductible IRA contributions, the amount converted from an existing IRA into a Roth IRA is taxable. Generally, the 10% withdrawal penalty does not apply to conversions/rollovers. (See exception discussed previously.) For conversions that occurred in 1998, you could have elected to include the taxable amount in income over a four year period beginning in 1998.

Unless you elect otherwise, amounts converted from a Traditional IRA to a Roth IRA 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 now 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.

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 "owner" of the contract.

SEPs Annuities

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

[GRAPHIC]

Table of Contents for the Statement
of Additional Information

<TABLE>
<CAPTION>

</TABLE>

[GRAPHIC]

Appendix

Premium Tax Table

If you are a resident of one of the following jurisdictions, the percentage amount listed by that jurisdiction is the premium tax rate applicable to your annuity.

<TABLE>
<CAPTION>

<S>	Non-Qualified Annuities <C>	IRA and SEP, Annuities(1) <C>
California..........	2.35%	0.5%(2)

Maine...............	2.0%	--
Nevada..............	3.5%	--
Puerto Rico.........	1.0%	1.0%
South Dakota........	1.25%	--
West Virginia.......	1.0%	1.0%
Wyoming.............	1.0%	--

</TABLE>

/1/ Premium tax rates applicable to IRA and SEP annuities purchased for use in connection with individual retirement trust or custodial accounts meeting the requirements of Section 408(a) of the Code are included under the column heading "IRA and SEP Annuities."

/2/ With respect to annuities purchased for use in connection with individual retirement trust or custodial accounts meeting the requirements of Section 408(a) of the Code, the annuity tax rate in California is 2.35% instead of 0.5%.

[GRAPHIC]

Request For a Statement of
Additional Information/Change of Address

If you would like any of the following Statements of Additional Information, or have changed your address, please check the appropriate box below and return to the address below.

. Metropolitan Life Separate Account E, Metropolitan Series Fund, Inc., New England Zenith Fund and Met Investors Series Trust

. American Funds Insurance Series

. I have changed my address. My current address is:

________________ Name ____
(Contract Number)

Address ____

________________ ____
(Signature) zip

Metropolitan Life Insurance Company
Attn: Brian Mack

485E US Highway 1 South, 4th Floor

Iselin, NJ 08830

MetLife

Metropolitan Life Insurance Company
Home Office: New York, NY

[LOGO OF METLIFE]

PRSRT
STD

U.S.
Postage
Paid
METLIFE

Metropolitan Life Insurance Company
Johnstown Office, 500 Schoolhouse Road
Johnstown, PA 15904-2914

APPENDIX FOR GRAPHIC AND IMAGE MATERIAL

Pursuant to Rule 304 of Regulation S-T, the following table presents fair and accurate narrative descriptions of graphic and image material omitted from the EDGAR filing due to ASCII-incompatibility and cross-references this material to the location of each occurrence in the text.

INTRODUCTION

The prospectus included in the Form N-4 for Metropolitan Life Separate Account E includes illustrations using various characters from the PEANUTS(R) gang which are copyrighted by United Feature Syndicate, Inc. There is a list and description of characters followed by a list of illustrations and their page location in the prospectus.

CHARACTERS

Snoopy--A Beagle dog
Charlie Brown--A little boy with zigzag pattern on shirt
Woodstock--A small bird
Lucy--A little brunette girl
Linus--A younger little boy with stripped shirt (Lucy's brother)
Marcie--A little brunette girl with glasses
Franklin--A curly haired little boy
Pigpen--A little boy with dust cloud and smudged face
Peppermint Patty--An athletic girl with freckles, page boy haircut and sandals
Sally--A little blond girl with curls on top (Charlie Brown's sister)

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<S>	<C>	<C>
1. Snoopy as MetLife Representative with briefcase straightening bow tie		cover
2. Charlie Brown on step ladder looking at fold out map	Page 4	Table of Contents
3. Snoopy in suit with pointer	Page 5	Important Terms You Should Know
4. Snoopy as MetLife Representative listening to crowd of Woodstocks	Page 19	MetLife
5. Snoopy and Woodstock balanced on seesaw	Page 20	Variable Annuities
6. Woodstock making calculations on paper with pencil	Page 21	Classes of the Deferred Annuity
7. Snoopy reading menu at restaurant table	Page 24	Your Investment Choices
8. Linus building sand castle	Page 26	Deferred Annuities
9. The Equity Generator SM icon--Safe with arrow pointing to three dimensional graph	Page 27	The Equity Generator
10. The Rebalancer SM icon--A pie chart with arrows around circumference	Page 27	The Rebalancer
11. The Index Selector SM icon--A world globe with arrows around it	Page 27	The Index Selector
12. The Allocator SM--A hourglass with safe in top portion with ar- row to a three dimensional chart in the bottom portion	Page 28	The Allocator
13. Snoopy as MetLife Representative typing at computer	Page 29	Allocation of Purchase Payments

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14. Marcie at desk with adding machine reviewing numbers	Page 30	Calculating the Number of Accumulation Units
15. Charlie Brown struggling to reach into jar of money	Page 31	Access to Your Money
16. Snoopy as WWI flying ace dispatching Woodstocks with checks	Page 32	Systematic Withdrawal Program
17. Woodstock with accountant's visor and adding machine	Page 33	Separate Account Charge
18. Franklin with magnifying glass	Page 37	When No Withdrawal Charge Applies
19. Marcie reading a paper	Page 38	Free Look
20. Lucy with magnifying glass studying a piece of paper	Page 41	Optional Benefits
21. Woodstock moving money bag from one pile of money bags to another	Page 48	Guaranteed Minimum Income Benefit
22. Snoopy floating in innertube with glasses and drink	Page 50	Payout Options (or Income Options)
23. Snoopy lounging on beach chair with sunglasses and drink	Page 52	Income Payment Types
24. Woodstock writing out a check	Page 52	Minimum Size of Your Income Payment

25.	Woodstock moving money bag from one pile of money bags to another	Page 54	Transfer Privilege
26.	Charlie Brown re- ceiving letter at mail box	Page 56	Purchase Payments
27.	Charlie Brown lis- tening on tele- phone	Page 57	Processing Transactions--By Telephone or Internet
28.	"Colonial" Snoopy as town cryer	Page 59	Advertising Performance
29.	Snoopy as MetLife Representative shaking paw/wing with Woodstock	Page 62	Who Sells the Deferred Annuities
30.	Snoopy as "Uncle Sam" presenting a tax bill	Page 63	Income Taxes--General
31.	Piggybank with "Do not open until age 59 1/2" printed on side	Page 63	Income Taxes--Withdrawal
32.	Snoopy as "Uncle Sam" collecting taxes from Charlie Brown who is dig- ging in his pock- ets for money	Page 66	Income Taxes--Non-Qualified Annuities
33.	Linus "walking" the hoop with "IRAs" on side	Page 69	Income Taxes--IRAs
34.	Woodstock flying with check	Page 72	Roth IRA Annuities--Withdrawals
35.	Franklin, Snoopy, Charlie Brown, Lucy, Pigpen, Linus and Peppermint Patty	Page 74	Table of Contents for the SAI

36. Lucy in her advice box with "TAXES-- The Expert is in" printed on it advising Peppermint Patty and Sally   Page 75   Annuity Tax Table
</TABLE>

Metropolitan Life Insurance Company
Metropolitan Life Separate Account E

Preference Plus(R) Select Individual Variable Annuity Contracts

STATEMENT OF ADDITIONAL INFORMATION

Form N-4   Part B

[date]

This Statement of Additional Information is not a prospectus but contains information in addition to and more detailed than that set forth in the Prospectus for Preference Plus(R) Select Deferred Annuities dated ________ and should be read in conjunction with the Prospectus. Copies of the Prospectus may be obtained from Metropolitan Life insurance Company, One Madison Avenue, New York 10010.

A Statement of Additional Information for the Metropolitan Series Fund, Inc. ("Metropolitan Fund"), New England Zenith Fund (the "Zenith Fund"), the Met Investors Series Trust ("Met Investors Fund") and the American Funds Insurance Series ("American Fund") are attached at the end of this Statement of Additional Information.

Unless otherwise indicated, the Statement of Additional Information continues the use of certain terms as set forth in the section entitled "Important Terms You Should Know" of the Prospectus for Preference Plus(R) Select Individual Annuity Contracts dated ________.

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INDEPENDENT AUDITORS

The financial statements for the period ended December 31, 2000 included in this Statement of Additional Information have been audited by Deloitte & Touche LLP, independent auditors, as stated in their reports appearing herein, and have been so included in reliance upon such reports given upon the authority of such firm as experts in auditing and accounting.

DISTRIBUTION OF CERTIFICATES AND INTERESTS IN THE DEFERRED ANNUITIES

MetLife is both the depositor and the underwriter (issuer) of the annuities.

The certificates and interests in the Deferred Annuities are sold through individuals who are licensed life insurance sales representatives of MetLife. MetLife is registered with the Securities and Exchange Commission as a broker-dealer under the Securities Exchange Act of 1934 and is a member of the National Association of Securities Dealers, Inc. They also are sold through other registered broker-dealers. They also may be sold through the mail or over the internet.

The offering of all Deferred Annuities is continuous. Owners under Deferred Annuities may not be offered all investment choices. Each contract will indicate those investment choices available under the Deferred Annuity.

EXPERIENCE FACTOR

We use the term "experience factor" to describe the investment performance for an investment division. The experience factor changes from Valuation Period (described later) to Valuation Period to reflect the upward or downward performance of the assets in the underlying Portfolios. The experience factor is calculated as of the end of each Valuation Period using the net asset value per share of the underlying Portfolio. The net asset value includes the per share amount of any dividend or capital gain distribution paid by the Portfolio during the current Valuation Period, and subtracts any per share charges for taxes and reserve for taxes. We then divide that amount by the net asset value per share as of the end of the last Valuation Period to obtain a factor that reflects investment performance. We then subtract a charge for each day in the valuation period which is the daily equivalent of the Separate Account charge. This charge varies, depending on the class of the Deferred Annuity. Below is a chart of the daily factors for each class of the Deferred Annuity and the various death benefits and Earnings Preservation Benefit:

Separate Account Charges (Daily Factor)

	B Class	Bonus Class	C Class	L Class
Basic Death Benefit	0.000034247	0.000046575	0.000045205	0.000041096
Annual Step Up Death Benefit	0.000036986	0.000049315	0.000047945	0.000043836
Greater of Annual Step Up or 5% Annual Increase Death Benefit	0.000041096	0.000053425	0.000052055	0.000047945
Additional Charge for Earnings Preservation Benefit	0.000006849	0.000006849	0.000006849	0.000006849

VARIABLE INCOME PAYMENTS

Assumed Investment Return (AIR)

The following discussion concerning the amount of variable income payments is based on an Assumed Investment Return of 4% per year. It should not be inferred that such rates will bear any relationship to the actual net investment experience of the Separate Account.

Amount of Income Payments

The cash you receive periodically from an investment division (after your first payment if paid within 10 days of the issue date) will depend upon the number of annuity units held in that investment division (described below) and the Annuity Unit Value (described later) as of the 10th day prior to a payment date.

The Deferred Annuity specifies the dollar amount of the initial variable income payment for each investment division (this equals the first payment amount if paid

within 10 days of the issue date). This initial variable income payment is computed based on the amount of the purchase payment applied to the specific investment division (net any applicable premium tax owed or contract charge), the AIR, the age and/or sex of the measuring lives and the income payment type selected. The initial payment amount is then divided by the Annuity Unit Value for the investment division to determine the number of annuity units held in that investment division. The number of annuity units held remains fixed for the duration of the contract.

The dollar amount of subsequent variable income payments will vary with the amount by which investment performance is greater or less than the AIR and Separate Account charges.

Each Deferred Annuity provides that, when a pay-out option is chosen, the payment to the annuitant will not be less than the payment produced by the then current rates for that contract class, which will not be less than the rates used for a currently issued single payment immediate annuity contract. (However, there is no single payment immediate annuity contract available for a bonus immediate annuity.) The purpose of this provision is to assure the annuitant that, at retirement, if (However, there is no single payment immediate annuity contract available for a bonus immediate annuity.) the Fixed Income Option purchase rates for new single payment immediate contracts are significantly more favorable than the rates guaranteed by a Deferred Annuity of the same class, the annuitant will be given the benefit of the new rates. Although guaranteed annuity rates for the Bonus Class are the same as for the other classes of the Deferred Annuity, current rates for the Bonus Class may be lower than the other classes of the Deferred Annuity and may be less than the currently issued single payment immediate annuity contract rates.

Annuity Unit Value

The Annuity Unit Value is calculated at the same time that the Accumulation Unit Value for Deferred Annuities is calculated and is based on the same change in investment performance in the Separate Account. (See "The Value of Your Income Payment" in the Prospectus.)

Calculating the Annuity Unit Value

We calculate Annuity Unit Values once a day on every day the New York Stock Exchange is open for trading. We call the time between two consecutive Annuity Unit Value calculations the "Valuation Period." We have the right to change the basis for the Valuation Period, on 30 days' notice, as long as it is consistent with the law. All purchase payments and transfers are valued as of the end of the Valuation Period during which the transaction occurred. The Annuity Unit Values can increase or decrease, based on the investment performance of the corresponding underlying Portfolios. If the investment performance is positive, after payment of Separate Account expenses and the deduction for the AIR, Annuity Unit Values will go up. Conversely, if the investment performance is negative, after payment of Separate Account expenses and the deduction for the AIR, Annuity Unit Values will go down.

To calculate an Annuity Unit Value, we first multiply the experience factor for the period by a factor based on the AIR and the number of days in the Valuation Period. For an AIR of 4% and a one day Valuation Period, the factor is .99989255, which is the daily discount factor for an effective annual rate of 4%. (The AIR may be in the range of 3% to 6%, as defined in your Deferred

Annuity and the laws in your state.) The resulting number is then multiplied by the last previously calculated Annuity Unit Value to produce the new Annuity Unit Value.

The following illustrations show, by use of hypothetical examples, the method of determining the Annuity Unit Value and the amount of variable income payments upon annuitization.

Illustration of Calculation of Annuity Unit Value

1. Annuity Unit Value, beginning of period	$ 10.20000
2. "Experience factor" for period	1.023558
3. Daily adjustment for 4% of Assumed Investment Rate	.99989255
4. (2) X (3)	1.023448
5. Annuity Unit Value, end of period (1) X (4)	$ 10.43917

Illustration of Annuity Payments
(Assumes the first monthly payment is made within 10 days of the issue date of the Income Annuity)
Annuitant age 65, Life Annuity with 120 Payments Guaranteed

1. Number of Accumulation Units as of Annuity Date	1,500.00
2. Accumulation Unit Value	$ 11.80000
3. Accumulation Unit Value of the Deferred Annuity (1) X (2)	$17,700.00
4. First monthly income payment per $1,000 of Accumulation Value ..	$ 5.63
5. First monthly income payment (3) X (4) / 1,000	$ 99.65
6. Annuity Unit Value as of Annuity Date	$ 10.80000
7. Number of Annuity Units (5) / (6)	$ 9.2269
8. Assume Annuity Unit Value for the second month equal to (10 days prior to payment)	$ 10.97000
9. Second monthly Annuity Payment (7) X (8)	$ 101.22
10. Assume Annuity Unit Value for third month equal to	$ 10.52684
11. Next monthly Annuity Payment (7) X (10)	$ 97.13

Determining the Variable Income Payment

Variable income payments can go up or down based upon the investment performance of the investment divisions in the Separate Account. AIR is the rate used to determine the first variable income payment and serves as a benchmark against which the investment performance of the investment divisions is compared. The higher the AIR, the higher the first variable income payment will be. Subsequent variable income payments increase only to the extent that the investment performance of the investment divisions exceeds the AIR (and Separate Account charges). Variable income payments will decline if the investment performance of the Separate Account does not exceed the AIR (and Separate Account charges). A lower AIR will result in a lower first variable income payment, but income variable income payments will increase more rapidly or decline more slowly as changes occur in the investment divisions.

INVESTMENT MANAGEMENT FEES

METLIFE ADVISERS

Each of the currently available Metropolitan Fund and Zenith Fund Portfolios pays MetLife Advisers, the investment manager of the Metropolitan Fund and Zenith Fund, an investment management fee.

The following table shows the fee schedules for the investment management fees for the Metropolitan Fund as a percentage per annum of the average net assets for each Portfolio:
<TABLE>
<CAPTION>

PORTFOLIO	AVERAGE DAILY NET ASSETS	INVESTMENT MANAGEMENT FEE SCHEDULE-- % PER ANNUM
<S>	<C>	<C>
State Street Research Investment Trust (formerly State Street Research Growth)	1st $500 Million	.55%
	next $500 million	.50%
	over $1 billion	.45%
State Street Research Income	1st $250 million	.35%
	next $250 million	.30%
	over $500 million	.25%
State Street Research Diversified	1st $500 million	.50%
	next $500 million	.45%
	over $1 billion	.40%
State Street Research	1st $500 million	.75%

Aggressive Growth	next $500 million	.70%
	over $1 billion	.65%
Putnam Large Cap Growth	1st $500 million	.80%
	next $500 million	.75%
	over $1 billion	.70%
State Street Research Aurora Small Cap Value	1st $500 million	.85%
	next $500 million	.80%
	over $1 billion	.75%
Putnam International Stock	1st $500 million	.90%
	next $500 million	.85%
	over $1 billion	.80%
Loomis Sayles High Yield Bond	All assets	.70%
T. Rowe Price Small Cap Growth	1st $100 million	.55%
	next $300 million	.50%
	over $400 million	.45%
T. Rowe Price Large Cap Growth	1st $50 million	.70%
	over $50 million	.60%
Janus Mid Cap	1st $100 million	.75%
	next $400 million	.70%
	over $500 million	.65%
Scudder Global Equity	1st $50 million	.90%
	next $50 million	.55%
	next $400 million	.50%
	over $500 million	.475%
Harris Oakmark Large Cap Value	1st $250 million	.75%
	over $250 million	.70%
Neuberger Berman Partners Mid Cap Value	1st $100 million	.70%
	next $250 million	.675%
	next $500 million	.65%
	next $750 million	625%
	over $1.6 billion	.60%
Janus Growth	1st $500 million	.80%
	next $500 million	.75%
	over $1 billion	.70%
Franklin Templeton Small Cap Growth	1st $500 million	.90%
	over $500 million	.85%
MetLife Stock Index	All Assets	.25%
Lehman Brothers(R) Aggregate Bond Index	All Assets	.25%
Russell 2000(R) Index	All Assets	.25%
Morgan Stanley EAFE(R) Index	All Assets	.30%
MetLife Mid Cap Stock Index	All Assets	.25%

</TABLE>

MetLife Advisers pays the following entities for providing services as sub-investment manager of the Metropolitan Fund Portfolio(s) indicated below. These fees are solely the responsibility of MetLife Advisers.

SUB-INVESTMENT MANAGER PORTFOLIO(S)

Metropolitan Life Insurance Company	MetLife Stock Index Lehman Brothers(R) Aggregate Bond Index Russell 2000(R) Index Morgan Stanely EAFE(R) Index MetLife Mid Cap Stock Index
State Street Research & Management Company(1)	State Street Research Income State Street Research Diversified State Street Research Investment Trust State Street Research Aggressive Growth State Street Research Aurora Small Cap Value
Putnam Investment Management, Inc.	Putnam Large Cap Growth Putnam International Stock
Loomis, Sayles & Company, L.P.	Loomis Sayles High Yield Bond
Janus Capital Corporation	Janus Mid Cap Janus Growth
T. Rowe Price Associates, Inc.	T. Rowe Price Small Cap Growth T. Rowe Price Large Cap Growth
Zurich Scudder Investments, Inc. (formerly Scudder Kemper Investments, Inc.)	Scudder Global Equity
Harris Associates, L.P.	Harris Oakmark Large Cap Value
Neuberger Berman Management Incorporated	Neuberger Berman Partners Mid Cap Value
Franklin Advisers, Inc.	Franklin Templeton Small Cap Growth

(1) State Street Research & Management Company is one of our subsidiaries.

The following table shows the fee schedule for the investment management fees for the Zenith Fund as a percentage per annum of the average net assets for each Portfolio.

<TABLE>
<CAPTION>

SERIES	ANNUAL PERCENTAGE RATE	AVERAGE DAILY NET ASSET VALUE LEVELS
<S>	<C>	<C>
Loomis Small Cap	0.90%	the first $500 million amounts
	0.85%	in excess of $500 million
Harris Oakmark Mid Cap Value	0.75%	all assets
Davis Venture Value	0.75%	the first $1 billion amounts

	0.70%	in excess of $1 billion amounts
Salomon Brothers Strategic Opportunities Bond	0.65%	all assets
Salomon Brothers U.S. Government	0.55%	all assets
MFS Investors Trust	0.75%	all assets
MFS Research Managers	0.75%	all assets

</TABLE>

MetLife Advisers pays sub-investment advisory fees to the following entities for providing services to the Zenith Fund Portfolio(s) indicated. These fees are solely the responsibility of MetLife Advisers.

SUB-INVESTMENT MANAGER	PORTFOLIO(S)
Salomon Brothers Asset Management Inc	Salomon Brothers U.S. Government Salomon Brothers Strategic Opportunities Bond
Massachusetts Financial Services Company	MFS Investors Trust MFS Research Managers
Davis Selected Advisers, L.P.	Davis Venture Value
Harris Associates L.P.	Harris Oakmark Mid Cap Value
Loomis Sayles, & Company, L.P.	Loomis Sayles Small Cap

MET INVESTORS ADVISORY CORP.

Met Investors Advisory Corp., the investment manager of Met Investors Fund, has overall responsibility for the general management and administration of all of the Met Investors Fund Portfolios. Met Investors Advisory Corp. is an indirect wholly-owned subsidiary of Metropolitan Life Insurance Company.

As compensation for its services to the Met Investor Fund Portfolios, Met Investors Advisory Corp. receives monthly compensation at an annual rate of a percentage of the average daily net assets of each Portfolio. The investment management fees for each Portfolio are:

PORTFOLIO	ADVISORY FEE
PIMCO Total Return Portfolio	0.50%
PIMCO Innovation Portfolio	1.05%
MFS Mid Cap Growth Portfolio	0.65% of first $150 million of such assets plus 0.625% of such assets over $150 million up to $300 million plus 0.60% of such over $300 million
MFS Research International Portfolio	0.80% of first $200 million of such assets plus

0.75% of such assets over $200 million up to $500 million plus 0.70% of such assets over $500 million up to $1 billion plus 0.65% of such assets over $1 billion

Met Investors Advisory Corp. pays each Met Investors Fund Portfolios' sub-investment advisers a fee based on the Portfolio's average daily net assets. These fees are solely the responsibility of Met Investors Advisory Corp.

Massachusetts Financial Services Company is the sub-investment adviser to the MFS Mid Cap Growth and MFS Research International Portfolios. Pacific Investment Management Company, LLC is the sub-investment adviser to PIMCO Total Return Portfolio. PIMCO Equity Advisors, a division of PIMCO Advisors, L.P., is the sub-investment adviser to the PIMCO Innovation Portfolio.

CAPITAL RESEARCH AND MANAGEMENT COMPANY'S

As compensation for its services, Capital Research and Management Company, the American Fund's investment adviser, receives a monthly fee which is accrued daily, calculated at the annual rate of: American Funds Global Small Capitalization Fund: .80% of the first $600 million of net assets, plus 0.74% on net assets in excess of $600 million; American Funds Growth Fund: 0.50% of the first $600 million of net assets, plus 0.45% on net assets greater than $600 million but not exceeding $1.0 billion, plus 0.42% on net assets greater than $1.0 billion but not exceeding $2.0 billion, plus 0.37% on net assets greater than $2.0 billion but not exceeding $3.0 billion, plus 0.35% on net assets greater than $3.0 billion but not exceeding $5.0 billion, plus 0.33% on net assets greater than $5.0 billion but not exceeding $8.0 billion, plus 0.315% on net assets greater than $8.0 billion but not exceeding $13.0 billion, plus 0.30% on net assets in excess of $13.0 billion; and American Funds Growth-Income Fund: 0.50% of the first $600 million of net assets, plus 0.45% on net assets greater than $600 million but not exceeding $1.5 billion, plus 0.40% on net assets greater than $1.5 billion but not exceeding $2.5 billion, plus 0.32% on net assets greater than $2.5 billion but not exceeding $4.0 billion, plus 0.285% on net assets greater than $4.0 billion but not exceeding $6.5 billion, plus 0.256% on net assets greater than $6.5 billion but not exceeding $10.5 billion, plus 0.242% on net assets in excess of $10.5 billion.

The Metropolitan Fund, the Zenith Fund, the Met Investors Fund and the American Fund are more fully described in their respective prospectuses and the Statements of Additional Information that the prospectuses refer to. The Metropolitan Fund, the Zenith Fund, the Met Investors Fund and the American Fund prospectuses are attached at the end of the Preference Plus Select Prospectus.

PERFORMANCE DATA AND ADVERTISEMENT OF THE SEPARATE ACCOUNT

From time to time we advertise the performance of various Separate Account investment divisions. For the investment divisions, this performance will be stated in terms of either "yield", change in Accumulation Unit Value," "change in Annuity Unit Value" or "average annual total return" or some combination of the foregoing. Yield, change in Accumulation Unit Value, change in Annuity Unit Value and average annual total return figures are based on historical earnings and are not intended to indicate future performance. Yield figures quoted in advertisements

state the net income generated by an investment in a particular investment division for a thirty-day period or month, which is specified in the advertisement, and then expressed as a percentage yield of that investment. This percentage yield is then compounded semiannually. Change in Accumulation Unit Value or Annuity Unit Value refers to the comparison between values of accumulation units or annuity units over specified periods in which an investment division has been in operation, expressed as a percentages and may also be expressed as an annualized figure. In addition, change in Accumulation Unit Value or Annuity Unit Value may be used to illustrate performance for a hypothetical investment (such as $10,000) over the time period specified. Yield and change in Accumulation Unit Value figures do not reflect the possible imposition of an early withdrawal charge for the Deferred Annuities, of up to 9% of the amount withdrawn attributable to a purchase payment, which may result in a lower figure being experienced by the investor. Average annual total return differs from the change in Accumulation Unit Value and Annuity Unit Value because it assumes a steady rate of return and reflects all expenses and applicable early withdrawal charges. Performance figures will vary among the various classes of the Deferred Annuities as a result of different Separate Account charges and withdrawal charges. Performance figures will also vary within the classes as a result of the different optional benefits which the annuity owner may choose.

Performance may be calculated based upon historical performance of the underlying Portfolios of the Metropolitan Fund, Zenith Fund, Met Investors Fund, and American Fund and may assume that the Deferred Annuities were in existence prior to their inception date. After the inception date, actual accumulation unit or annuity unit data is used.

Historical performance information should not be relied on as a guarantee of future performance results.

Advertisements regarding the Separate Account may contain comparisons of hypothetical after-tax returns of currently taxable investments versus returns of tax deferred investments. From time to time, the Separate Account may compare the performance of its investment divisions with the performance of common stocks, long-term government bonds, long-term corporate bonds, intermediate-term government bonds, Treasury Bills, certificates of deposit and savings accounts.

The Separate Account may use the Consumer Price Index in its advertisements as a measure of inflation for comparison purposes. From time to time, the Separate Account may advertise its performance ranking among similar investments or compare its performance to averages as compiled by independent organizations, such as Lipper Analytical Services, Inc., Morningstar, Inc., VARDS(R) and The Wall Street Journal. The Separate Account may also advertise its performance in comparison to appropriate indices, such as the Standard & Poor's 500 Composite Stock Price Index, the Standard & Poor's Mid Cap 400 Index, the Standard & Poor's Small Cap 600 Index, the Russell 2000(R) Index, the Russell Mid Cap Growth Index, the Russell 2500(R) Growth Index, the Russell(R) Growth Index, the Russell 2000(R) Value Index, the Russell 1000 Growth Index, the Lehman Brothers(R) Aggregate Bond Index, the Lehman Brothers(R) Government/Corporate Bond Index, the Merrill Lynch High Yield Bond Index, the Morgan Stanley Capital International All Country World Index, the Salomon Smith Barney World Small Cap Index and the Morgan Stanley Capital International Europe, Australasia, Far East Index.

Performance may be shown for certain investment strategies that are made available under the Deferred Annuities. The first is the "Equity Generator." Under the "Equity Generator," an amount equal to the interest earned during a specified interval (i.e., monthly, quarterly) in the Fixed Account is transferred to an investment division. The second strategy is the "Index Selector/SM/". Under this strategy, once during a specified period (i.e., quarterly, annually) transfers are made among the Lehman Brothers(R) Aggregate Bond Index, MetLife Stock Index, Morgan Stanley EAFE(R) Index, Russell 2000(R) Index and MetLife Mid Cap Stock Index Divisions and the Fixed Account in order to bring the percentage of the total Account Balance in each of these investment divisions and Fixed Account back to the current allocation of your choice of one of several asset allocation models. The elements which form the basis of the models are provided by MetLife which may rely on a third party for its expertise in creating appropriate allocations. The models are designed to correlate to various risk tolerance levels associated with investing and are subject to change from time to time.

An "Equity Generator Return"

or "Index Selector Return" for a model will be calculated by presuming a certain dollar value at the beginning of a period and comparing this dollar value with the dollar value, based on historical performance, at the end of the period, expressed as a percentage. The "Return" in each case will assume that no withdrawals have occurred. We may also show Index Selector investment strategies using other investment divisions for which these strategies are made available in the future. If we do so, performance will be calculated in the same manner as described above, using the appropriate account and/or investment divisions.

For purposes of presentation, we may assume that certain Deferred Annuities were in existence prior to their inception date. In these cases, we calculate performance based on the historical performance of the underlying Metropolitan

Fund, Zenith Fund, Met Investors Fund and American Fund Portfolios. We use the actual accumulation unit or annuity unit data after the inception date.

Past performance is no guarantee of future results.

We may demonstrate hypothetical future values of Account Balances over a specified period based on assumed rates of return (which will not exceed 12% and which will include an assumption of 0% as well) for the Portfolios. These presentations reflect the deduction of the Separate Account charge, the Annual Contract Fee, if any, and the average of investment-related charges for all Portfolios to depict investment-related charges.

We may demonstrate hypothetical future values of Account Balances for a specific Portfolio based upon the assumed rates of return previously described, the deduction of the Separate Account charge and the Annual Contract Fee, if any, and the investment-related charges for the specific Portfolio to depict investment-related charges.

We may demonstrate the hypothetical historical value of each optional benefit for a specified period based on historical net asset values of the Portfolios and the annuity purchase rate, if applicable, either for an individual for whom the illustration is to be produced or based upon certain assumed factors (e.g., male, age 65). These presentations reflect the deduction of the Separate Account charge and the Annual Contract Fee, if any, and the investment-related charge.

We may demonstrate hypothetical future values of each optional benefit over a specified period based on assumed rates of return (which will not exceed 12% and which will include an assumption of 0% as well) for the Portfolios, the annuity purchase rate, if applicable, either for an individual for whom the illustration is to be produced or based upon certain assumed factors (e.g., male, age 65). These presentations reflect the deduction of the Separate Account charge and the Annual Contract Fee, if any, and the average of investment-related charges for all Portfolios to depict investment-related charges.

We may demonstrate hypothetical values of income payments over a specified period based on historical net asset values of the Portfolios and the applicable annuity purchase rate, either for an individual for whom the illustration is to be produced or based upon certain assumed factors (e.g., male, age 65). These presentations reflect the deduction of the Separate Account charge, the investment-related charge and the Annual Contract Fee, if any.

We may demonstrate hypothetical future values of income payments over a specified period based on assumed rates of return (which will not exceed 12% and which will include an assumption of 0% as well) for the Portfolios, the applicable annuity purchase rate, either for an individual for whom the illustration is to be produced or based upon certain assumed factors (e.g., male, age 65). These presentations reflect the deduction of the Separate Account charge, the Annual Contract Fee, if any, and the average of investment-related charges for all Portfolios to depict investment-related charges.

Any illustration should not be relied on as a guarantee of future results.

VOTING RIGHTS

In accordance with our view of the present applicable law, we will vote the shares of each of the Portfolios held by the Separate Account (which are deemed attributable to all the Deferred Annuities described in the Prospectus) at regular and special meetings of the shareholders of the Portfolio based on instructions received from those having the voting interest in corresponding investment divisions of the Separate Account. However, if the 1940 Act or any rules thereunder should be amended or if the present interpretation thereof should change, and as a result we determine that we are permitted to vote the shares of the portfolios in our own right, we may elect to do so.

Accordingly, you have voting interests under all the Deferred Annuities described in the Prospectus. The number of shares held in each Separate Account investment division deemed attributable to you is determined by dividing the value of accumulation or annuity units attributable to you in that investment division, if any, by the net asset value of one share in the Portfolio in which the assets in that Separate Account investment division are invested. Fractional votes will be counted. The number of shares for which you have the right to give instructions will be determined as of the record date for the meeting.

Portfolio shares held in each registered separate account of MetLife or any affiliate that are or are not attributable to life insurance policies or annuity deferred annuities (including all the Deferred Annuities described in the Prospectus) and for which no timely instructions are received will be voted in the same proportion as the shares for which voting instruction are received by that separate account. Portfolio shares held in the general accounts or unregistered separate accounts of MetLife or its affiliates will be voted in the same proportion as the aggregate of (i) the shares for which voting instructions are received and (ii) the shares that are voted in proportion to such voting instructions. However, if we or an affiliate determine that we are permitted to vote any such shares, in our own right, we may elect to do so subject to the then current interpretation of the 1940 Act or any rules thereunder.

You will be entitled to give instructions regarding the votes attributable to your Deferred Annuity, in your sole discretion.

You may give instructions regarding, among other things, the election of the board of directors, ratification of the election of independent auditors, and the approval of investment and sub-investment managers.

Disregarding voting instructions

MetLife may disregard voting instructions under the following circumstances (1) to make or refrain from making any change in the investments or investment policies for any Portfolio if required by any insurance regulatory authority; (2) to refrain from making any change in the investment policies for any investment adviser or principal underwriter or any Portfolio which may be initiated by those having voting interests or the Metropolitan Fund's or Zenith Fund's, Met Investors Fund's or American Fund's boards of directors, provided MetLife's disapproval of the change is reasonable and, in the case of a change in investment policies or investment manager, based on a good faith

determination that such change would be contrary to state law or otherwise inappropriate in light of the Portfolio's objective and purposes; or (3) to enter into or refrain from entering into any advisory agreement or underwriting contract, if required by any insurance regulatory authority.

In the event that MetLife does disregard voting instructions, a summary of the action and the reasons for such action will be included in the next semiannual report.

ERISA

If your plan is subject to ERISA (the Employee Retirement Income Security Act of 1974) and you are married, the income payments, withdrawal provisions, and methods of payment of the death benefit under your Deferred Annuity may be subject to your spouse's rights as described below.

Generally, the spouse must give qualified consent whenever you elect to:

a. choose income payments other than on a qualified joint and survivor annuity basis ("QJSA") (one under which we make payments to you during your lifetime and then make payments reduced by no more than 50% to your spouse for his or her remaining life, if any); or choose to waive the qualified pre-retirement survivor annuity benefit ("OPSA") (the benefit payable to the surviving spouse of a participant who dies with a vested interest in an accrued retirement benefit under the plan before payment of the benefit has begun);

b. make certain withdrawals under plans for which a qualified consent is required;

c. name someone other than the spouse as your beneficiary;

d. use your accrued benefit as security for a loan exceeding $5,000.

Generally, there is no limit to the number of your elections as long as a qualified consent is given each time. The consent to waive the QJSA must meet certain requirements, including that it be in writing, that it acknowledges the identity of the designated beneficiary and the form of benefit selected, dated, signed by your spouse, witnessed by a notary public or plan representative, and that it be in a form satisfactory to us. The waiver of a QJSA generally must be executed during the 90-day period ending on the date on which income payments are to commence, or the withdrawal or the loan is to be made, as the case may be. If you die before benefits commence, your surviving spouse will be your beneficiary unless he or she has given a qualified consent otherwise. The qualified consent to waive the QPSA benefit and the beneficiary designation must be made in writing that acknowledges the designated beneficiary, dated, signed by your spouse, witnessed by a notary public or plan representative and in a form satisfactory to us. Generally, there is no limit to the number of beneficiary designations as long as a qualified consent accompanies each designation. The waiver of and the qualified consent for the OPSA benefit generally may not be given until the plan year in which you attain age 35. The waiver period for the OPSA ends on the date of your death.

If the present value of your benefit is worth $5,000 or less, your plan generally may provide for distribution of your entire interest in a lump sum without spousal consent.

PART II
OTHER INFORMATION

ITEM 24. FINANCIAL STATEMENTS AND EXHIBITS

(A) FINANCIAL STATEMENTS

The following financial statements are included in Part B of this Post-Effective Amendment on Form N-4:

Metropolitan Life Separate Account E
Independent Auditors' Report

Financial Statements for the Years Ended December 31, 1999 and 2000
Statements of Assets and Liabilities
Statements of Operations
Statements of Changes in Net Assets
Notes to Financial Statements

Metropolitan Life Insurance Company
Independent Auditors' Report
Financial Statements for the Years Ended December 31, 2000, 1999 and 1998

Consolidated Balance Sheets
Consolidated Statements of Income

Consolidated Statements of Cash Flow
Consolidated Statements of Equity
Notes to Consolidated Financial Statements

(B) EXHIBITS

(1)	--	Resolution of the Board of Directors of Metropolitan Life establishing Separate Account E.(1)
(2)	--	Not applicable.
(3)(a)	--	Not applicable.
(b)	--	Form of Selected Broker Agreement.(7)
(c)	--	Participation Agreement--New England Zenith Fund (9)
(d)	--	Participation Agreement--American Funds Insurance Series (7)
(4)	--	Form of Deferred Annuity Contract.(7)
(5)	--	Application Form for the Deferred Annuity (7)
(6)	--	Amended and Restated Charter and By-Laws of Metropolitan Life.(5)
(7)	--	Not applicable.
(8)	--	Not applicable.
(9)	--	Opinion and consent of counsel as to the legality of the securities being registered.(7)
(10)	--	Consent of Auditors (7)
(11)	--	Not applicable.
(12)	--	Not applicable.
(13)(a)	--	Powers of Attorney.(1,2,3,4,6,8)

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1. Filed with Post-Effective Amendment No. 19 to Registration Statement No. 2-90380/811-4001 for Metropolitan Life Separate Account E on Form N-4 on February 27, 1996. As incorporated herein by reference.

2. Powers of attorney for Gerald Clark, Burton A. Dole, Jr. and Charles H. Leighton were filed with Post-Effective Amendment No. 21 to Registration Statement No. 2-90380/811-4001 for Metropolitan Life Separate Account E on Form N-4 on February 28, 1997. As incorporated herein by reference.

3. Powers of Attorney for Robert H. Benmosche, Jon F. Danski and Stewart G. Nagler filed with Post-Effective Amendment No. 23 to Registration Statement No. 2-90380/811-4001 for Metropolitan Life Separate Account E on Form N-4 on April 3, 1998. As incorporated herein by reference.

4. Power of Attorney for Virginia M. Wilson filed with Pre-Effective Amendment No. 2 to Registration Statement 333-80547/811-4001 for Metropolitan Life Separate Account E on Form N-4 on November 1, 1999. As incorporated herein by

reference.

5. Filed with Post Effective Amendment No. 26 to Registration Statement No. 2-90380/811-4001 for Metropolitan Life Separate Account E on Form N-4 on April 6, 2000, as incorporated herein by reference.

6. Power of Attorney for William C. Steere, Jr. filed with Post-Effective Amendment No. 18 to Registration Statement No. 33-57320 for Metropolitan Life Separate Account UL on Form S-6 on April 23, 1999. As incorporated herein by reference.

7. Filed herewith.

8. Power of Attorney for John C. Danforth filed with Post-Effective Amendment No. 27 to Registration Statement No. 2-90380/811-4001 for Metropolitan Life Separate Account E Form N-4 in April 3, 2001. As incorporated herein by reference.

9. Filed with Post-Effective Amendment No. 10 to Registration Statement No. 33-57320 for Metropolitan Life Separate Account UL on Form S-6 on September 18, 2000. As incorporated herein by reference.

ITEM 25. DIRECTORS AND OFFICERS OF THE DEPOSITOR.

NAME	PRINCIPAL OCCUPATION & BUSINESS ADDRESS	POSITIONS AND OFFICES WITH DEPOSITOR
Robert H. Benmosche......	Chairman of the Board, President and Chief Executive Officer, MetLife, Inc. and Metropolitan Life Insurance Company, One Madison Avenue, New York, NY 10010.	Chairman, President, Chief Executive Officer and Director
Curtis H. Barnette.......	Chairman Emeritus, Bethlehem Steel Corporation, 1170 Eighth Avenue, Martin Tower 101, Bethlehem, PA 18016-7699.	Director

Gerald Clark.............	Vice-Chairman of the Board and Chief Investment Officer, MetLife, Inc. and Metropolitan Life Insurance Company, One Madison Avenue, New York, NY 10010.	Vice-Chairman, Chief Investment Officer and Director
Joan Ganz Cooney.........	Chairman, Executive Committee, Sesame Workshop, One Lincoln Plaza, New York, NY 10023.	Director
John C. Danforth.........	Partner Bryan Cave LLP, One Metropolitan Square 211 North Broadway, Suite 3600, St. Louis, MO 63102.	Director
Burton A. Dole, Jr.......	Retired Chairman, Nelleor Puritan Bennett, P.O. Box 208 Carlsbad, CA 92061.	Director
James R. Houghton........	Chairman of the Board Emeritus and Director, Corning Incorporated, 80 East Market Street, 2nd Floor, Corning, NY 14830.	Director
Harry P. Kamen...........	Retired Chairman and Chief Executive Officer, Metropolitan Life Insurance Company, One Madison Avenue, New York, NY 10010.	Director

</TABLE>

<TABLE>
<CAPTION>

NAME	PRINCIPAL OCCUPATION & BUSINESS ADDRESS	POSITIONS AND OFFICES WITH DEPOSITOR
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<S>	<C>	<C>

Helene L. Kaplan.........	Of Counsel, Skadden, Arps, Slate, Meagher and Flom, LLP Four Times Square, New York, NY 10036.	Director
Charles M. Leighton......	Retired Chairman of the Board and Chief Executive Officer, CML Group, Inc., 51 Vaughn Hill Road, Bolton, MA 01720.	Director
Allen E. Murray..........	Chairman-Retired, Mobil Corporation, 375 Park Avenue, New York, NY 10022.	Director
Stewart G. Nagler........	Vice-Chairman of the Board and Chief Financial Officer, MetLife, Inc. and Metropolitan Life Insurance Company, One Madison Avenue, New York, NY 10010.	Vice-Chairman, Chief Financial Officer and Director
John J. Phelan, Jr.......	Former Chairman and Chief Executive Officer, New York Stock Exchange, P.O. Box 524, Locust Valley, NY 11560.	Director
Hugh B. Price............	President and Chief Executive Officer, National Urban League, Inc., 120 Wall Street, 7th & 8th Floors, New York, NY 10005.	Director
William C. Steere, Jr....	Chairman of the Board and Chief Executive Officer, Pfizer, Inc., 235 East 42nd Street, New York, NY 10016	Director

</TABLE>

Set forth below is a list of the executive officers of Metropolitan Life. The principal business address of each officer of Metropolitan Life is One Madison Avenue, New York, New York 10010.

NAME OF OFFICER	POSITION WITH METROPOLITAN LIFE
Robert H. Benmosche..........	Chairman, Chief Executive Officer and Director
Gerald Clark.................	Vice-Chairman, Chief Investment Officer and Director
Stewart G. Nagler............	Vice-Chairman, Chief Financial Officer and Director
Gary A. Beller...............	Senior Executive Vice-President and General Counsel
James H. Benson..............	President, Individual Business; Chairman, Chief Executive Officer and President, New England Life Insurance Company
C. Robert Henrikson..........	President, Institutional Business
Catherine A. Rein............	Senior Executive Vice-President; President and Chief Executive Officer of Metropolitan Property and Casualty Insurance Company
Stanley J. Talbi.............	Senior Vice President and Chief Actuary
William J. Toppeta...........	President, International
John H. Tweedie..............	Senior Executive Vice-President
Daniel J. Cavanaugh..........	Executive Vice-President
Jeffrey J. Hodgman...........	Executive Vice-President
Kernan F. King...............	Executive Vice-President
Terence I. Lennon............	Executive Vice-President
David A. Levene..............	Executive Vice-President
Lisa M. Weber................	Senior Executive Vice-President, Chief Administrative Officer
Judy E. Weiss................	Executive Vice-President
Anthony Williamson...........	Senior Vice-President and Treasurer
Virginia M. Wilson...........	Senior Vice-President and Controller
Gwenn L. Carr................	Vice-President and Secretary

ITEM 26. PERSONS CONTROLLED BY OR UNDER COMMON CONTROL WITH THE DEPOSITOR OR REGISTRANT.

The registrant is a separate account of Metropolitan Life Insurance Company under the New York Insurance law. Under said law the assets allocated to the separate account are the property of Metropolitan Life Insurance Company, which is a wholly-owned subsidiary of MetLife Inc. The following outline indicates those persons who are controlled by or under common control with Metropolitan Life Insurance Company:

ORGANIZATIONAL STRUCTURE OF Metropolitan Life Insurance Company AND SUBSIDIARIES AS OF June 30, 2001

Metropolitan Life Insurance Company ("Metropolitan") is a wholly-owned subsidiary of MetLife, Inc, a publicly-traded company. The following is a list of subsidiaries of Metropolitan updated as of June 30, 2001. Metropolitan sold its interests in Conning Corporation on July 2, 2001. Conning Corporation and its affiliates are marked with an asterisk(*).Those entities which are listed at the left margin (labeled with capital letters) are direct subsidiaries of Metropolitan. Unless otherwise indicated, each entity which is indented under another entity is a subsidiary of such indented entity and, therefore, an indirect subsidiary of Metropolitan. Certain inactive subsidiaries have been omitted from the Metropolitan Organizational listing. The voting securities (excluding directors' qualifying shares, if any) of the subsidiaries listed are 100% owned by their respective parent corporations, unless otherwise indicated. The jurisdiction of domicile of each subsidiary listed is set forth in the parenthetical following such subsidiary.

A. Metropolitan Tower Corp. (DE)

1. Metropolitan Property and Casualty Insurance Company (RI)

a. Metropolitan Group Property and Casualty Insurance Company (RI)

i. Metropolitan Reinsurance Company (U.K.) Limited (United Kingdom)

b. Metropolitan Casualty Insurance Company (RI)

c. Metropolitan General Insurance Company (RI)

d. Metropolitan Direct Property and Casualty Insurance Company (GA)

e. MetLife Auto & Home Insurance Agency, Inc. (RI)

f. Metropolitan Lloyds, Inc. (TX)

g. Met P&C Managing General Agency, Inc. (TX)

h. Economy Fire & Casualty Company (RI)

i. Economy Preferred Insurance Company (RI)

ii. Economy Premier Assurance Company (RI)

i. American Horizon Holdings Inc. (DE) 39.51% of the shares of American Horizon Holdings Inc. are held by Metropolitan Property and Casualty Insurance Company and 39.51% are held by Conning & Company.*

i American Horizon Services, Inc. (DE)

ii American Horizon Property & Casualty Insurance Company. (IL)

(1.) Texas American Horizon Insurance Services Agency, Inc. (TX)

iii American Horizon Insurance Company (AZ)

(1.) American Horizon General Agency, Inc. (FL)

iv American Insurance Company of New York (NY)

2. Metropolitan Insurance and Annuity Company (DE)

a. MetLife Europe I, Inc. (DE)

b. MetLife Europe II, Inc. (DE)

c. MetLife Europe III, Inc. (DE)

d. MetLife Europe IV, Inc. (DE)

e. MetLife Europe V, Inc. (DE)

3. MetLife General Insurance Agency, Inc. (DE)

a. MetLife General Insurance Agency of Alabama, Inc. (AL)

b. MetLife General Insurance Agency of Kentucky, Inc. (KY)

c. MetLife General Insurance Agency of Mississippi, Inc. (MS)

d. MetLife General Insurance Agency of Texas, Inc. (TX)

e. MetLife General Insurance Agency of North Carolina, Inc. (NC)

f. MetLife General Insurance Agency of Massachusetts, Inc. (MA)

4. Metropolitan Asset Management Corporation (DE)

a. MetLife Capital, Limited Partnership (DE). Partnership interests in MetLife Capital, Limited Partnership are Limited Partnership held by Metropolitan (90%) and General Partnership by

Metropolitan Asset Management Corporation (10%).

b. MetLife Capital Credit L.P. (DE). Partnership interests in MetLife Capital Credit L.P. are Limited Partnership held by Metropolitan (90%) and General Partnership by Metropolitan Asset Management Corporation (10%).

1. MetLife Capital CFLI Holdings, LLC (DE)

a. MetLife Capital CFLI Leasing, LLC (DE)

c. MetLife Financial Acceptance Corporation (DE). Metropolitan Asset Management Co. Inc. holds 100% of the voting preferred stock of MetLife Financial Acceptance Corporation. Metropolitan Property and Casualty Insurance Company holds 100% of the non voting common stock of MetLife Financial Acceptance Corporation.

d. MetLife Investments Limited (United Kingdom). 23rd Street Investments, Inc. holds one share of MetLife Investments Limited.

e. MetLife Investments Asia Limited (Hong Kong). One share of MetLife Investments Asia Limited is held by W&C Services, Inc., a nominee of Metropolitan Asset Management Corporation.

f. MetLife Investments, S.A. (Argentina) 23rd Street Investment, Inc. holds one share of MetLife Investments, S.A.

5. SSRM Holdings, Inc. (DE)

a. State Street Research & Management Company (DE) is the sub-investment manager for the State Street Research Aggressive Growth Portfolio, State Street Research Diversified Portfolio, State Street Research Growth Portfolio, State Street Research Income Portfolio and State Street Research Aurora Small Cap Value Portfolio of Metropolitan Series Fund, Inc.

i. State Street Research Investment Services, Inc. (MA)

b. SSR Realty Advisors, Inc. (DE)

i. Metric Management Inc. (DE)

ii. Metric Property Management, Inc. (DE)

1. Metric Realty (DE). SSR Realty Advisors, Inc. and Metric Property Management, Inc. each hold 50% of the common stock of Metric Realty.

iii. Metric Capital Corporation (CA)

iv. Metric Assignor, Inc. (CA)

v. SSR AV, Inc. (DE)

vi. SSR Development Partners LLC (DE)

6. Metropolitan Tower Realty Company, Inc. (DE)

7. MetLife Investers Group, Inc. (DE)

a. MetLife Investors USA Insurance Company (DE)

b. Security First Insurance Agency, Inc. (MA)

c. Security First Insurance Agency, Inc. (NV)

d. MetLife Investors Group of Ohio, Inc. (OH)

e. MetLife Investors Distribution Company (DE)

f. Met Investors Advisory Corp. (DE)

g. Security First Financial Agency, Inc. (TX)

9. Metlife CC Holding Company (DE)

a. Conning Corporation* (MO) 39.6% of the voting shares of Conning Corporation are held by MetLife CC Holding Company and 60.4% are held by Gen Am Holding Company.

i. Conning, Inc.* (DE)

(1.) Conning & Company* (CT)

(a) Conning Asset Management Company* (MO)

10. VirtualFinances.com, Inc. (DE)

B. Metropolitan Tower Life Insurance Company (DE)

C. MetLife Security Insurance Company of Louisiana (LA)

D. MetLife Texas Holdings, Inc. (DE)

1. Texas Life Insurance Company (TX)

a. Texas Life Agency Services, Inc. (TX)

b. Texas Life Agency Services of Kansas, Inc. (KS)

E. MetLife Securities, Inc. (DE)

F. 23rd Street Investments, Inc. (DE)

1. Mezzanine Investment Limited Partnership-BDR (DE). Metropolitan Life Insurance Company holds a 99% limited partnership interest in Mezzanine Investment Limited Partnership-BDR. 23rd Street Investments, Inc. is a 1% general partner.

2. Mezzanine Investment Limited Partnership-LG (DE). 23rd Street Investments, Inc. is a 1% general partner of Mezzanine Investment Limited Partnership-LG. Metropolitan Life Insurance Company holds a 99% limited partnership interest in Mezzanine Investment Limited Partnership-LG.

   a. Coating Technologies International, Inc (DE).

G. Santander Met, S.A. (Spain). Shares of Santander Met, S.A. are held by Metropolitan (50%) and by an entity (50%) unaffiliated with Metropolitan.

1. Seguros Genesis, S.A. (Spain)

2. Genesis Seguros Generales, Sociedad Anomina de Seguros y Reaseguros (Spain)

H. MetLife Saengmyoung Insurance Company Ltd. (Korea).

I. Metropolitan Life Seguros de Vida S.A. (Uruguay)

1. Jefferson Pilot Omega Seguros de Vida S.A (Uruguay).

J. Metropolitan Life Seguros de Retiro S.A. (Argentina).

K. MetLife Holdings Luxembourg S.A. (Luxembourg)

L. Metropolitan Life Holdings, Netherlands BV (Netherlands)

M. MetLife International Holdings, Inc. (DE)

1. MetLife Insurance Company of the Philippines, Inc. (Philippines).

2. Natiloportem Holdings, Inc. (DE)

   a. Servicios Adminstrativos Gen, S.A. de C.V.

b. Metropolitan Insurance Services Limited. (United Kingdome) 50% of the shares are held by Metropolitan Tower Corp.

c. Metropolitan Company Limited (Isle of Man)

3. Metropolitan Life Insurance Company of Hong Kong Limited (Hong Kong)

4. Metropolitan Life Seguros de Retiro, S.A. (Argentina).

5. Metropolitan Life Seguros de Vida (Argentina)

a. Met AFJP S.A. (Argentina). Shares of Met AFJP S.A. are held by Metropolitan Life Seguros de Retiro S.A. (5%) and by Metropolitan Life Seguros de Vida S.A. (95%).

N. Metropolitan Marine Way Investments Limited (Canada)

O. P.T. MetLife Sejahtera (Indonesia) Shares of P.T. MetLife Sejahtera are held by Metropolitan (94.3%) and by an entity (5.7%) unaffiliated with Metropolitan.

P. Seguros Genesis S.A. (Mexico) Metropolitan holds 93.58%, Metropolitan Tower Corp. holds 3.23% and Metropolitan Asset Management Corporation holds 3.19%.

Q. Metropolitan Life Seguros E Previdencia Privada S.A. (Brazil)

R. Hyatt Legal Plans, Inc. (DE)

1. Hyatt Legal Plans of Florida, Inc. (FL)

S. One Madison Merchandising L.L.C. (CT) Ownership of membership interests in One Madison Merchandising L.L.C. is as follows: Metropolitan Life Insurance Company owns 99% and Metropolitan Tower Corp. owns 1%.

T. Metropolitan Realty Management, Inc. (DE)

1. Edison Supply and Distribution, Inc. (DE)

2. Cross & Brown Company (NY)

a. CBNJ, Inc. (NJ)

U. MetPark Funding, Inc. (DE)

V. Transmountain Land & Livestock Company (MT)

W. MetLife Trust Company, National Association. (United States)

X. Benefit Services Corporation (GA)

Y.. G.A. Holding Corporation (MA)

Z. CRH., Co, Inc. (MA)

A.A. 334 Madison Euro Investments, Inc. (DE)

1. Park Twenty Three Investments Company (United Kingdom) 1% Voting Control of Park Twenty Three Investment Company is held by St. James Fleet Investments Two Limited

a. Convent Station Euro Investments Four Company (United Kingdom) 1% voting control of Convent Station Euro Investments Four Company (United Kingdom) is held by 334 Madison Euro Investments, Inc. as nominee for Park Twenty Three Investments Company.

A.B. L/C Development Corporation (CA)

A.C. One Madison Investments (Cayco) Limited (Cayman Islands). 1% Voting Control of One Madison Investment (Cayco) Limited is held by Convent Station Euro Investments Four Company.

A.D. New England Portfolio Advisors, Inc. (MA)

A.E. CRB Co., Inc. (MA). (AEW Real Estate Advisors, Inc. holds 49,000 preferred non-voting shares of CRB Co., Inc. AEW Advisors, Inc. holds 1,000 preferred non-voting shares of CRB Co., Inc.)

A.F. St. James Fleet Investments Two Limited (Cayman Islands). Metropolitan Life Insurance Company owns 34% of St. James Fleet Investments Two Limited.

A.G. MetLife New England Holdings, Inc. (DE)

1. Fulcrum Financial Advisors, Inc. (MA)

2. New England Life Insurance Company (MA)

a. New England Life Holdings, Inc. (DE)

i. New England Securities Corporation (MA)

(1) Hereford Insurance Agency, Inc. (MA)

(2) Hereford Insurance Agency of Alabama, Inc. (AL)

(3) Hereford Insurance Agency of Idaho, Inc. (ID)

(4) Hereford Insurance Agency of Minnesota, Inc. (MN)

(5) Hereford Insurance Agency of New Mexico, Inc. (NM)

(6) Hereford Insurance Agency of Wyoming, Inc. (WY)

(7) Hereford Insurance Agency of Hawaii, Inc. (HI)

ii. N.L. Holding Corp. (DEL) (NY)

(1) Nathan & Lewis Securities, Inc. (NY)

(2) Nathan & Lewis Associates, Inc. (NY)

(a) Nathan and Lewis Insurance Agency of Massachusetts, Inc. (MA)

(b) Nathan and Lewis Associates of Texas, Inc. (TX)

(3) Nathan & Lewis Associates-Arizona, Inc. (AZ)

(4) Nathan & Lewis of Nevada, Inc. (NV)

iii. MetLife Advisers, LLC (MA)

b. Omega Reinsurance Corporation (AZ)

c. New England Pension and Annuity Company (DE)

d. Newbury Insurance Company, Limited (Bermuda)

3. North Nova, Inc. (MA)

A.H. GenAmerica Financial Corporation (MO)

1. General American Life Insurance Company (MO)

a. Paragon Life Insurance Company (MO)

b. Security Equity Life Insurance Company (NY)

c. Cova Corporation (MO)

i. MetLife Investors Insurance Company (MO)

(1) MetLife Investors Insurance Company of California (CA)

(2) First MetLife Investors Insurance Company (NY)

ii. Cova Life Management Company (DE)

(1) Cova Investment Advisory Corporation (IL)

(2) Cova Investment Allocation Corporation (IL)

(3) Cova Life Sales Company (DE)

(4) Cova Life Administration Services Company (IL)

d. General Life Insurance Company (TX)

i. General Life Insurance Company of America (IL)

e. Equity Intermediary Company (MO)

i. Reinsurance Group of America, Incorporated. (MO) 9.6% of the voting shares of Reinsurance Group of America, Incorporated is held directly by Metropolitan Life Insurance Company. 48.9% is held by Equity Intermediary Company.

(1) Reinsurance Company of Missouri Incorporated (MO)

a. RGA Reinsurance Company (MO)

i. Fairfield Management Group, Inc. (MO)

(1) Reinsurance Partners, Inc. (MO)

(2) Great Rivers Reinsurance Management, Inc. (MO)

(3) RGA (U.K.) Underwriting Agency Limited (United Kingdom)

(2) Triad Re, Ltd. (Barbados) Reinsurance Group of America, Incorporated owns 100% of the preferred stock of Triad RE, Ltd. and 67% of the common stock.

(3) RGA Americas Reinsurance Company, Ltd. (Barbados)

(4) RGA Reinsurance Company (Barbados) Ltd. (Barbados)

a. RGA Financial Group, L.L.C. (DE) 80% of RGA Financial Group, L.L.C. is owned by RGA Reinsurance Company (Barbados) Ltd. (Barbados). RGA Reinsurance Company owns 20% of RGA Financial Group, L.L.C.

(5) RGA International Ltd. (Canada)

a. RGA Financial Products Limited (Canada)

b. RGA Canada Management Company, Ltd. Canada)

i. RGA Life Reinsurance Company of Canada (Canada)

(6) RGA Holdings Limited (United Kingdom)

a. RGA UK Services Limited (United

Kingdom)

b. RGA Capital Limited (United Kingdom)

c. RGA Reinsurance (UK) Limited (United Kingdom)

(7) RGA South African Holdings (Pty) Ltd. (South Africa)

a. RGA Reinsurance Company of South Africa Limited (South Africa)

(8) RGA Australian Holdings Pty Limited (Australia)

a. RGA Reinsurance Company of Australia Limited (Australia)

(9) General American Argentina Seguros de Vida, S.A. (Argentina)

(10) RGA Argentina, S.A. (Argentina)

(11) Regal Atlantic Company (Bermuda) Ltd. (Bermuda)

(12) Malaysia Life Reinsurance Group Berhad. (Malaysia) Reinsurance Group of America, Incorporated owns 30% of Malaysia Life Reinsurance Group Berhad.

f. GenAm Holding Company (DE)

i. Krisman, Inc. (MO)

ii. Genelco de Mexico S.A. de C.V. (Mexico) 99% of the shares of Genelco de Mexico S.A. de C.V. are held by Krisman, Inc. and 1% is held by General American Life Insurance Company.

iii. White Oak Royalty Company (OK)

iv. GM Marketing Incorporated (MO)

g. John S. McSwaney & Associates, Inc. (ND)

2. Collaborative Strategies, Inc. (MO)

3. Missouri Reinsurance (Barbados) Inc. (Barbados)

4. GenAmerica Capital I (DE)

5. GenAmerica Management Corporation (MO) 22.5% of the voting shares of the GenAmerica Management Corporation are owned by General American Life Insurance Company and 10% of the voting shares of the GenAmerica Management Corporation are owned by A.G. Edwards. 67% of the common stock is owned by GenAmerica Financial Corporation.

6. Walnut Street Securities, Inc. (MO)

   a. WSS Insurance Agency of Alabama, Inc. (AL)

   b. WSS Insurance Agency of Massachusetts, Inc. (MA)

   c. WSS Insurance Agency of Nevada, Inc. (NV)

   d. WSS Insurance Agency of Ohio, Inc. (OH)

   e. WSS Insurance Agency of Texas, Inc. (TX)

   f. Walnut Street Advisers, Inc. (MO)

7. General American Distributors, Inc. (MO)

A.I. Metropolitan Life Ubezpieczen na Zycie S.A. (Poland)

A.J. MetLife Central European Services Spolka z Organiczona odpowiedzialmoscia (Poland)

A.K. MetLife (India) Private Ltd. (India)

A.L. Tossle Company (Cayman Islands)

The voting securities (excluding directors' qualifying shares, if any) of each subsidiary shown on the organizational chart are 100% owned by their respective parent corporation, unless otherwise indicated.

In addition to the entities shown on the organizational chart, Metropolitan (or where indicated, a subsidiary) also owns interests in the following entities:

1) Metropolitan Structures is a general partnership in which Metropolitan owns a 50% interest.

2) Metropolitan owns varying interests in certain mutual funds distributed by its affiliates. These ownership interests are generally expected to decrease as shares of the funds are purchased by unaffiliated investors.

3) Metropolitan Lloyds Insurance Company of Texas, an affiliated association, provides homeowner and related insurance for the Texas market. It is an association of individuals designated as underwriters. Metropolitan Lloyds, Inc., a subsidiary of Metropolitan Property and Casualty Insurance Company, serves as the attorney-in-fact and manages the association.

4) Metropolitan directly owns 100% of the non-voting preferred stock of Nathan and Lewis Associates Ohio, Incorporated, an insurance agency. 100% of the voting common stock of this company is held by an individual who has agreed to vote such shares at the direction of N.L. HOLDING CORP. (DEL), an indirect wholly owned subsidiary of Metropolitan.
5) 100% of the capital stock of Hereford Insurance Agency of Oklahoma, Inc. is owned by an officer. New England Life Insurance Company controls the issuance of additional stock and has certain rights to purchase such officer's shares.
6) 100% of the capital stock of Fairfield Insurance Agency of Texas, Inc. is owned by an officer. New England Life Insurance Company controls the issuance of additional stock and has certain rights to purchase such officer's shares.
7) New England Securities Corporation owns 100% of the non-voting preferred stock of Hereford Insurance Agency of Ohio, Inc., an insurance agency. 100% of the voting common stock of this company is held by an officer who has agreed to vote such shares at the direction of New England Securities Corporation, an indirect wholly owned subsidiary of Metropolitan.

8) Mezzanine Investment Limited Partnerships ("MILPs"), Delaware limited partnerships, are investment vehicles through which investments in certain entities are held. A wholly owned subsidiary of Metropolitan serves as the general partner of the limited partnerships and Metropolitan directly owns a 99% limited partnership interest in each MILP. The MILPs have various ownership and/or debt interests in certain companies. The various MILPs own, directly or indirectly, 100% of the voting stock of the following: Coating Technologies International, Inc.

NOTE: THE METROPOLITAN LIFE ORGANIZATIONAL CHART DOES NOT INCLUDE REAL ESTATE JOINT VENTURES AND PARTNERSHIPS OF WHICH METROPOLITAN LIFE AND/OR ITS SUBSIDIARIES IS AN INVESTMENT PARTNER. IN ADDITION, CERTAIN INACTIVE SUBISIDIARIES HAVE ALSO BEEN OMITTED.

ITEM 27. NUMBER OF CONTRACTOWNERS.

N/A

ITEM 28. INDEMNIFICATION

UNDERTAKING PURSUANT TO RULE 484(B)(1) UNDER THE SECURITIES ACT OF 1933

Metropolitan Life Insurance Company has secured a Financial Institutions Bond in the amount of $50,000,000, subject to a $5,000,000 deductible. Metropolitan Life Insurance Company maintains a directors' and officers' liability policy with a maximum coverage of $300 million. A provision in

Metropolitan Life Insurance Company's by-laws provides for the indemnification (under certain circumstances) of individuals serving as directors or officers of Metropolitan Life Insurance Company.

Insofar as indemnification for liability arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of Metropolitan Life Insurance Company pursuant to the foregoing provisions, or otherwise, Metropolitan has been advised that in the opinion of the Securities and Exchange Commission such indemnification may be against public policy as expressed in the Act and may be, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by Metropolitan of expenses incurred or paid by a director, officer or controlling person or Metropolitan in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, Metropolitan Life will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

ITEM 29. PRINCIPAL UNDERWRITERS.

(a) The principal underwriter of the registrant is Metropolitan Life Insurance Company. Metropolitan Life Insurance Company acts in the following capacities with respect to the following investment companies:

Metropolitan Tower Life Separate Account One (principal underwriter)
Metropolitan Tower Life Separate Account Two (principal underwriter)
Metropolitan Life Separate Account UL (principal underwriter)
Metropolitan Series Fund, Inc. (principal underwriter and sub-investment adviser)
The New England Variable Annuity (depositor)
New England Variable Annuity Fund I (depositor)

(b) See response to Item 25 above.

(c)

(1)	(2)
NAME OF PRINCIPAL UNDERWRITER	NET UNDERWRITING DISCOUNTS AND COMMISSIONS
Metropolitan Life Insurance Company	N/A
(3)	(4)
COMPENSATION ON REDEMPTION OR ANNUITIZATION	BROKERAGE COMMISSIONS
N/A	N/A
(5)	

COMPENSATION
N/A

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* As regards this new contract, as of the date of this filing the Registrant has issued no contracts.

Item 30. Location of Account and Records.

Metropolitan Life Insurance Company
One Madison Avenue
New York, N.Y. 10010

Item 31. Management Services.

Not Applicable

Item 32. Undertakings.

(a) The undersigned registrant hereby undertakes to file a post-effective amendment to this registration statement as frequently as is necessary to ensure that the financial statements in this registration statement are not more than 16 months old for as long as payments under these variable annuity contracts may be accepted.

(b) The undersigned registrant hereby undertakes to include a post card or similar written communication affixed to or included in the prospectus that the applicant can remove to send for a Statement of Additional Information.

(c) The undersigned registrant hereby undertakes to deliver any Statement of Additional Information and any financial statements required to be made available under this form promptly upon written or oral request.

(d) The undersigned registrant represents that it is relying on the exemptions form certain provisions of Sections 22(e) and 27 of the Investment Company Act of 1940 provided by Rule 6c-7 under the Act. The registrant further represents that the provisions of paragraph (a)-(d) of Rule 6c-7 have been complied with.

(e) Metropolitan Life Insurance Company represents that the fees and charges deducted under the Deferred Annuity described in this Registration Statement, in the aggregate, are reasonable in relation to the services rendered, the expenses to be incurred, and the risks assumed by Metropolitan Life Insurance Company under the Deferred Annuity.

SIGNATURES

As required by the Securities Act of 1933 and the Investment Company Act of 1940, the Registrant has caused this Registration Statement to be signed on its behalf, in the City of New York, and State of New York on this 2nd day of August, 2001.

Metropolitan Life Separate Account E
(Registrant)

By: Metropolitan Life Insurance Company
(Depositor)

/s/ Gary A. Beller
By: ____
(Gary A. Beller)
Senior Executive Vice-President and General Counsel

Metropolitan Life Insurance Company
(Depositor)

/s/ Gary A. Beller
By: ____
(Gary A. Beller)
Senior Executive Vice-President and General Counsel

SIGNATURES

As required by the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<TABLE>
<CAPTION>

Signature	Title	Date
<S>	<C>	<C>
* ______________________________________	Chairman, President, Chief Executive Officer and	

Robert H. Benmosche	Director
* ______________________________________ Gerald Clark	Vice Chairman, Chief Investment Officer and Director
* ______________________________________ Stewart G. Nagler	Vice Chairman, Chief Financial Officer (Principal Financial Officer) and Director
* ______________________________________ Virginia M. Wilson	Senior Vice-President and Controller
* ______________________________________ Curtis H. Barnette	Director
* ______________________________________ Joan Ganz Cooney	Director
* ______________________________________ John C. Danforth	Director
* ______________________________________ Burton A. Dole, Jr.	Director
* ______________________________________ James R. Houghton	Director
* ______________________________________ Harry P. Karmen	Director
* ______________________________________ Helene L. Kaplan	Director

/s/ Christopher Nicholas, Esq. August 2, 2001

*By: __________________________________

Christopher Nicholas, Esq.
Attorney-in-Fact

</TABLE>

Signature	Title	Date
* ______________________________________ Charles M. Leighton	Director	
* ______________________________________ Allen E. Murray	Director	
* ______________________________________ John J. Phelan, Jr.	Director	
* ______________________________________ Hugh B. Price	Director	
* ______________________________________ William C. Steere, Jr.	Director	

/s/ Christopher Nicholas, Esq. August 2, 2001
*By: _________________________________
Christopher Nicholas, Esq.
Attorney-in-Fact

Exhibit (3)(b)

METROPOLITAN LIFE INSURANCE COMPANY
SALES AGREEMENT

Agreement dated ______________________________, 2001, by and between Metropolitan Life Insurance Company ("MetLife"), a New York corporation, and ______________________("Broker"), a ____________________ corporation that is registered as a broker dealer with the Securities and Exchange Commission ("SEC") under the 1934 Act and a member of the National Association of Securities Dealers ("NASD") and is either licensed as or is affiliated with a validly licensed insurance agency.

WITNESSETH:

WHEREAS, MetLife distributes certain fixed rate annuities, variable annuities, variable life insurance policies, fixed rate life insurance policies, and variable riders on such fixed rate products as identified on Schedules A and B attached hereto, which is incorporated herein by reference (together, the "Contracts"); and

WHEREAS, MetLife subject to the terms and conditions of the Agreement, hereby appoints Broker to solicit sales of and provide service with respect to the Contracts which are set forth on the applicable Schedules A and B on a non-exclusive basis; and

WHEREAS, Broker accepts such appointment and agrees to use its best efforts to find purchasers for the Contracts; and

WHEREAS, MetLife proposes to compensate Broker for the sale and servicing of Contracts in accordance with Schedules A and B.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

A. Definitions

(1) Affiliate- Any entity that controls, is controlled by or is under common control with including, without limitation, any entity that owns 25% or more of the voting stock of that company and any entity that is a subsidiary of that company.

(2) Agency- Broker's validly licensed insurance entity that will offer for sale Contracts in those states where Broker is not a validly licensed insurance agency.

(3) Applicable Laws - Shall have meaning given to such term as in accordance with Section B of this Agreement.

(4) Broker - The registered broker-dealer, which will offer for sale the Contracts.

(5) Confidential Information - Shall have meaning given to such term as described in Section K Paragraph 1 of this Agreement.

(6) Contracts - Fixed Contracts and Variable Contracts (which includes all variable insurance riders on Fixed Contracts subject to this Agreement).

(7) Fixed Contracts - Contracts that are not variable and include without limitation, fixed rate annuities, fixed rate life insurance and other fixed insurance contracts, issued by MetLife, as more fully described in Schedule B, which may be amended by MetLife in its sole discretion from time to time.

(8) Nonpublic Personal Information- Nonpublic personal information means financial or health related information by which a financial institution's consumers and customers are individually identifiable, including but not limited to nonpublic personal information as defined by Title V of the Gramm-Leach-Bliley Act and regulations adopted pursuant to the Act.

(9) Prospectus - The prospectuses and Statements of Additional Information included within the Registration Statements referred to herein or filed pursuant to the Securities Act of 1933 and the Investment Company Act of 1940, as amended.

(10) Registration Statements - Registration statements and amendments filed with the Securities and Exchange Commission relating to the Variable Contracts, including those for any relevant funding vehicle or variable insurance rider.

(11) SEC - The Securities and Exchange Commission.

(12) Variable Contracts - Variable life insurance policies, variable annuity contracts, variable insurance riders and other variable insurance contracts, issued by MetLife, as more fully described in Schedule A at the time of this Agreement or as may be amended by MetLife in its sole discretion from time to time.

B. Compliance With Applicable Laws

MetLife and Broker agree to comply with all applicable state and federal statutes, laws, rules, and regulations including with out limitation, state insurance laws, rules and regulations, and federal and state securities laws, rules and regulations. Applicable state and federal statutes, laws, rules and regulations may also include, applicable guidelines, policies, and rulings of federal and state regulatory organizations and agencies, including without limitation state insurance departments, the SEC and the National Association of Securities Dealers, Inc. ("NASD"), consumer privacy laws, and any other state or federal laws, rules or regulations and decisions, orders and rulings of state and federal regulatory agencies that are now or may hereafter become applicable to the parties hereto and the transactions that are the subject of this Agreement ("Applicable Laws").

C. Agreements and Covenants of MetLife

(1) MetLife authorizes Broker to solicit applications for Fixed Contracts listed in Schedule A, provided that (a) Broker shall not solicit applications for Fixed Contracts except in those states where appropriately licensed and, in which, the Fixed Contracts are qualified for sale under Applicable Laws and (b) Broker complies in all other respects with the terms of this Agreement.

(2) MetLife authorizes Broker to offer and sell Variable Contracts as listed in Schedule B, provided that, at the time of such sale or solicitation, (a) there is an effective Registration Statement relating to such Variable Contracts and (b) such Variable Contracts are qualified for sale under Applicable Laws in such state in which the sale or solicitation is to take place.

(3) MetLife shall notify Broker or its designee of the issuance by the SEC of any stop order with respect to a Registration Statement or the initiation of any proceeding by the SEC relating to the registration and/or offering of Variable Contracts and of any other action or circumstances that makes it no longer lawful for MetLife to offer or issue Variable Contracts in listed in Schedule A.

(4) MetLife shall advise Broker of any revision of or supplement to any Prospectus related to the Variable Contracts or underlying investments of such Variable Contracts.

(5) The performance or receipt of services pursuant to this Agreement shall in no way impair the absolute control of the business and operations of each of the parties by its own Board of Directors.

Pursuant to the foregoing, MetLife shall specifically retain ultimate authority, including but not limited to:

(i) to appoint and discharge agents marketing insurance on its behalf;

(ii) to direct the marketing of its insurance products and services;

(iii) to review and approve all advertising concerning

its insurance products and services;

(iv) to underwrite all insurance policies issued by it;

(v) to cancel risks;

(vi) to handle all matters involving claims adjusting and payment;

(vii) to prepare all policy forms and amendments; and

(viii) to maintain custody of, responsibility for and control of all investments.

D. Representations and Covenants of Broker

(1) Broker represents and warrants that it will only offer Fixed Contracts in those states where it is appropriately licensed and that it has obtained any other approvals, licenses, authorizations, orders or consents which are necessary to enter into this Agreement and to perform its duties hereunder. Broker further represents that its agents and other representatives who will be soliciting applications for Fixed Contracts will at all times be appropriately licensed under Applicable Laws.

(2) Broker represents and warrants that it is a registered broker-dealer under the Securities Exchange act of 1934 ("1934 Act"), has all necessary broker-dealer licenses, is a member in good standing with the NASD, and is licensed as an insurance Broker and has obtained any other approvals, licenses, authorizations, orders or consents which are necessary to enter into this Agreement and to perform its duties hereunder. Broker further represents that its agents and other representatives who will be soliciting applications for Variable Contracts will at all times as required by Applicable Laws be appropriately registered and/or licensed under such laws and shall comply with all requirements of the NASD, the 1934 Act and all other federal and/or state laws applicable to the solicitation and service of the Variable Contracts including without limitation the NASD Rules of Fair Practice, and all insurance replacement regulations and regulations prohibiting the rebating of commission.

(3) Broker represents that neither it nor any of its agents or other representatives is currently under investigation by any insurance regulator, the NASD or SEC, any other self

regulatory organization or other governmental authority (except for any investigations of which it has notified MetLife in writing). Broker further agrees that, if a formal or informal investigation of Broker or any of its agents is commenced by any insurance regulator, the NASD or SEC, any other self regulatory organization or other governmental authority, whether or not in connection with the sale of the Contracts, Broker will notify MetLife of the existence and subject matter of such investigation.

(4) Commencing at such time as MetLife and Broker shall agree upon, Broker shall use best efforts to find purchasers for the Contracts for which its agents and other representatives are licensed and authorized under Applicable Laws. In meeting its obligation to use best efforts to solicit applications for the Contracts, Broker shall engage in the following activities:

(a) Continuously utilize only those training, sales, advertising, and promotional materials with respect to the Contracts that have been pre-approved in writing by MetLife for use at that time;

(b) Establish and implement reasonable procedures for periodic inspection and supervision of sales practices of its agents and other representatives, and will, upon a reasonable written request from MetLife, provide a report to MetLife on the results of such inspections and the compliance with such procedures; provided, however, that Broker shall retain sole responsibility for the supervision, inspection and control of its agents and other representatives;

(c) Take reasonable steps to ensure that its agents and other representatives shall not make recommendations to an applicant to purchase a Contract in the absence of reasonable grounds to believe that the purchase of a Contract is suitable for such applicant as required by Applicable Laws. Broker shall be solely responsible for determining the suitability of recommendations to purchase a Contract made by its agents or other representatives; and

Notwithstanding the foregoing, Broker may offer the Contracts in addition to offering other life insurance and annuity products to customers of Broker. Furthermore, Broker understands that no

territory is exclusively assigned to Broker hereunder. MetLife may distribute the Contracts through its own employees, including those of its Affiliates, or through any other distribution method or system including (but not limited to) agreements with other insurance agencies regarding the sale of such Contracts in the territories, markets or distribution channels covered by this Agreement.

(5) To the extent permitted by Applicable Laws, only the initial purchase payments for the Contracts shall be collected by agents and other representatives of Broker. All such purchase payments shall be remitted promptly in full, together with any related application, forms and any other required documentation to MetLife. Remittances for the Contracts will be made pursuant to the procedures described in the contract, insurance policy, prospectus, if appropriate, and any collateral documents associated with such Contracts.

(6) Broker acknowledges that MetLife shall have the unconditional right to reject, in whole or in part, any application for a Contract. If MetLife rejects an application, MetLife will immediately return any purchase payments received directly to the Broker and Broker will be responsible for promptly returning such payments to the purchaser. If any purchaser of a Contract elects to return such Contract pursuant to any law or contractual provision, any purchase payment made or such other amount, as the Contract or Applicable Laws shall specify, will be returned by MetLife to the Broker and the Broker will be will be responsible for promptly returning such payments to the purchaser. If a purchase payment is either refunded or returned to the purchaser, no commission will be payable to Broker hereunder, and any commission received by Broker will be returned promptly to MetLife. MetLife may, at its option, offset any such amounts against any amounts payable to Broker.

(7) Broker is not a principal, underwriter or agent of MetLife, any Affiliate of MetLife, or any MetLife separate account.

(8) Broker shall act as an independent contractor, and nothing herein contained shall constitute Broker, nor its agents or other representatives, as employees of MetLife in connection

with the solicitation of applications for Contracts or other dealings with the public. Broker, its agents and its other representatives, shall not hold themselves out to be employees of MetLife in this connection or in any dealings with the public.

(9) Broker agrees that any material it develops, approves or uses for sales, training, explanatory or other purposes in connection with the solicitation of applications for the Contracts hereunder, other than generic advertising material which does not make specific reference to MetLife or the Contracts, will not be used without the prior written consent of MetLife.

(10) Solicitation and other activities by Broker shall be undertaken only in accordance with Applicable Laws. Broker represents no commissions, or portions thereof, or other compensation for the sale of the Contracts will be paid to any person or entity which is not duly licensed and appointed by MetLife in the appropriate states as required by Applicable Laws. Broker shall ensure that such agents or representatives fulfill any training requirements necessary to be licensed to sell the Contracts. Broker understands and acknowledges that neither it, nor any of its agents or other representatives, is authorized by MetLife to give any information or make any representation in connection with this Agreement or the offering of the Contracts other than those contained in the contract, policy, prospectus, or solicitation material authorized for use in writing by MetLife. Broker shall not make any representations or give information that is not contained in the contract, policy, prospectus or solicitation material of the Contracts.

(11) Neither Broker nor its agents, designees or other representatives shall have authority on behalf of MetLife to alter or amend any Contract or any form related to a Contract, to receive any monies or payments due, or to become due to MetLife; to adjust or settle any claim or commit MetLife with respect thereto, or bind MetLife or any of its Affiliates in any way; or enter into legal proceedings in connection with any matter pertaining to MetLife's business without its prior written consent. Broker shall not expend, nor contract for the expenditure of, funds of MetLife nor shall Broker possess or exercise any authority on behalf of MetLife other than that expressly conferred on Broker by this Agreement.

(12) Broker shall prepare any forms (i) necessary to comply with Applicable Laws; (ii) received from MetLife in connection with the sale of the Contracts as replacement for other insurance or annuity products and to send such forms to MetLife. In the alternative, if such forms are not required but information with respect to replacement is required, Broker will transmit such information in writing to MetLife. Broker further shall notify MetLife when sales of the Contracts are replacement contracts. Such notification shall not be later than the time that Broker submits applications for such Contracts to MetLife.

(13) Broker shall furnish MetLife or any appropriate regulatory authority with any information, documentation, or reports prepared in connection with or related to this Agreement which may be requested by MetLife or an appropriate regulatory authority in order to ascertain whether the operations of MetLife or Broker related to the Contracts are being conducted in a manner consistent with Applicable Laws.

(14) Broker will not receive or solicit any application for the Contracts, if Applicable Laws require the delivery of replacement forms, disclosure forms, illustrations, notices or any other forms, documents or information unless such requirements have first been satisfied.

(15) Broker represents that it has full authority to enter into this Agreement and that by entering into this Agreement it will not impair any other of its contractual obligations with respect to sales of any Contract.

(16) Broker represents that all of its directors, officers and representatives are and shall be covered by blanket fidelity bonds, including coverage for larceny and embezzlement, issued by a reputable bonding company. These bonds shall be maintained at Broker's expense and shall be at least, of the form type and amount required under the NASD Rules of Fair Practice. Broker must give evidence satisfactory to MetLife that such coverage is in force and shall give prompt written notice to MetLife of any notice of cancellation or change of coverage.

(17) In such cases where Broker intends to distribute the Variable

Contracts through insurance Agency listed in the attached Schedule C Broker further represents that:

i) Broker will operate and be responsible for all securities-related services provided by Agency arising from the offer, sale and/or servicing by its registered representatives of the Variable Contracts issued by MetLife;

ii) Agency and the registered representatives who solicit applications for MetLife's Variable Contracts are "associated persons of the Broker," within the meaning of "associated person of a Broker or Dealer," as that term is used in Section 3(a) (18) of the Securities Exchange Act of 1934;

iii) Agency will engage in the offer or sale of MetLife's Variable Contracts only through persons who are registered representatives of the Broker. Unregistered employees will not engage in any securities activities, nor receive any compensation based on transactions in securities or the provision of securities advice;

iv) Broker will be responsible for the training, supervision, and control of its registered representatives as required under the Securities Exchange Act of 1934 and other applicable law, including, but not limited to; principal review and approval of all sales literature and advertisements, periodic compliance audits, and maintaining ability to appoint and terminate registered persons.

v) Registered representatives will be licensed under the insurance laws of the states in which they do business and will be appointed agents by Agency for which the representatives may solicit applications in connection with the offer and sale of insurance securities;

vi) Receipt of commissions and fees relating to the Variable Contracts, will be reflected in the quarterly FOCUS reports filed by Broker and in its fee assessment reports filed with the NASD as required under Applicable Laws;

vii) Broker and Agency, as applicable, will maintain the books and records relating to the sale of Variable Contracts and the receipt and disbursement of insurance commissions and fees thereon. Such books and records will be maintained and preserved in conformity with the requirements of Section 17(a) of the Securities Exchange Act of 1934 and the Rules thereunder, to the extent applicable, and will at all times be compiled and maintained in a manner that permits inspection by supervisory personnel of the Broker, the SEC, the NASD, and other appropriate regulatory authorities; and

viii) All premiums derived from the sale of the Variable Contracts will be made payable to and sent directly to MetLife or will be sent by customers to the Broker for forwarding to MetLife. Agency will not receive, accumulate, or maintain custody of customer funds.

E. Principles of Ethical Market Conduct

The rules, policies and directives to which Broker is required to conform include the Insurance Marketplace Standards Association (IMSA) Principles of Ethical Market Conduct. MetLife and its Affiliates adopted the Principles and Code of Ethical Market Conduct in all matters affecting the sale of life insurance and annuity products. Currently, the Principles of Ethical Market Conduct are:

To conduct business according to high standards of honesty and fairness and to render service to its customers which, in the same circumstances, it would apply to or demand for itself;

To provide competent and customer-focused sales and service;

To engage in active and fair competition;

To provide advertising and sales materials that are clear as to purpose and honest and fair as to content;

To provide for fair and expeditious handling of customer complaints and disputes;

To maintain a system of supervision and review that is reasonably designed to achieve compliance with these Principles of Ethical Market Conduct.

F. Compensation

(1) MetLife shall arrange for payment of commissions to Broker as compensation for the sale of each Contract sold by an agent or representative of Broker as set forth in the Compensation Schedule(s) attached between MetLife and either Broker or Agency, as the case may be. MetLife shall identify to Broker with each such payment the name or names of the agent(s) or representative(s) of Broker who solicited each Contract covered by the payment. Broker will be responsible for issuing checks, statements or forms for tax purposes and other administrative duties connected with compensation of such agents or representatives.

(2) Any indebtedness of Broker to MetLife arising under this Agreement shall be a first lien against any monies payable hereunder. The right of Broker, or any person claiming through Broker to receive any compensation

provided by this Agreement, shall be subordinate to the right of MetLife to offset such compensation against any such indebtedness of the Broker to MetLife.

(3) Neither Broker nor any of its agents or representatives shall have any right to withhold or deduct any part of any purchase payment it shall receive with respect to the Contracts covered by this Agreement for purposes of payment of commission or otherwise.

(4) No compensation shall be payable, and any compensation already paid shall be returned to MetLife on request, under each of the following conditions:

(a) if MetLife, in its sole discretion, determines not to issue the Contract applied for,

(b) if MetLife refunds the premium paid by the applicant, upon the exercise of applicant's right of withdrawal pursuant to any "free-look" privilege,

(c) if MetLife refunds the premium paid by applicant as a result of the resolution of a complaint , recognizing that MetLife has sole discretion to refund premiums paid by applicants, or

(d) if MetLife determines that any person signing an application who is required to be registered and/or licensed or any other person or entity receiving compensation for soliciting purchases of the Contracts is not duly registered and/or licensed to sell the Contracts in the jurisdiction of such attempted sale.

(5) Broker, either directly or by reimbursing MetLife on request, shall pay for expenses incurred by such Broker in connection with the solicitation, offer and sale of the Contracts.

(6) In the event that a representative or agent terminates its relationship with Broker or Agency or ceases to be validly licensed or registered, all compensation attributable to such representative or agent who has been terminated by Broker or Agency shall be payable to the Broker or Agency provided, the Broker or Agency has assigned another representative or agent to service the former representative business in accordance with this Agreement. The new representative or agent must be appointed with MetLife and properly licensed and registered before all such commissions attributable to the former representative or agent shall be passed through to the newly assigned representative or agent.

(7) Broker or Agency agree that the provisions in paragraph F (6) above will not apply when:

(a) The former representative of Broker or Agency becomes registered and licensed with another Broker or Agency which has a valid selling agreement with MetLife and the representative is appointed by MetLife for the sale of Contracts, and both Brokers or Agencies agree to the transfer of such former representative's Contracts to the new Broker or Agency. Under these circumstances, all such commissions attributable to the former representative shall be paid to the new Broker or Agency; or

(b) The Contract owner files a written request (change of broker authorization) with MetLife or Broker or Agency's representative that such owner's Contracts be serviced by the former representative through another Broker or Agency. The Contract owner's request will only be honored provided the new Broker or Agency has a selling agreement with MetLife for the distribution of such Contracts and the former representative can be appointed with MetLife. All such commissions attributable to the former representative shall be paid to the new Broker or Agency. Broker or Agency or representative, shall forward such written request to MetLife in accordance with appropriate administrative procedures.

(8) If within thirty (30) days after a former representative of Broker or Agency retires or becomes disabled, Broker and Agency represent to MetLife that (i) a written contract that complies with all Applicable Laws exists between the former representative and Broker and Agency which calls for the payment of compensation to the retired or disabled representative; and (ii) Broker or Agency agree to reassign the Contracts to an appropriately licensed and registered representative or agent to provide service to the contractholder, then compensation shall continue to be paid to Broker or Agency as it would have been if the representative were

still actively licensed with the Broker or Agency so long as the written contract between the representative and Broker and Agency complies with all state and federal laws, including NASD and SEC rules and regulations.

(9) With respect to compensation under this Agreement, in the event that anything contained in this Section F conflicts with the terms of the compensation described in the attached product schedules, the terms contained in such schedules attached will prevail.

G. Complaints and Investigations

(1) Broker and MetLife jointly agree to cooperate fully in any regulatory investigation or proceeding or judicial proceeding arising in connection with the offer, sale, and/or servicing of the Contracts.

(2) Both the Broker and MetLife jointly agree to investigate any customer complaint in connection with the Contracts. The term customer complaint shall mean an oral or written communication either directly from the purchaser of or applicant for Contract covered by this Agreement or his/her legal representative, or indirectly from a regulatory agency to which he/she or his/her legal representative has expressed a grievance.

(3) Such cooperation referred to in Sections G(1) and G(2) of this Agreement shall include, but is not limited to, each party promptly notifying the other of the receipt of notice of any such investigation or proceeding, forwarding to the other party a copy of any written materials in connection with the matter and such additional information as may be necessary to furnish a complete understanding of same. In the case of a customer complaint, promptly refer such complaint to the other party for handling where appropriate and provide the other party with customer complaint information and documentation upon request. A complaint is defined as a written or documented verbal communication received by a company or its distributors which primarily expresses a grievance.

(4) MetLife reserves the right to settle any claims, complaints or grievances made by applicants, policyholders or others in connection with the Contracts, and concerning any conduct,

act or omission by the Broker or its agents or representatives with respect to the Contracts or any transactions arising out of this Agreement. Unless otherwise agreed to by MetLife, the Broker shall reimburse MetLife for the amount of any such settlement. Any settlement payments agreed to by Broker shall be reimbursed by Broker and will be a debt of the Broker.

H. Records and Administration

(1) Once a Contract has been issued, it will be delivered after review by Broker to the applicant, accompanied by any applicable Notice of Withdrawal Right and any additional appropriate documents. MetLife will confirm or cause to be confirmed to customers of Broker all Contract transactions, as to the extent legally required, and will administer the Contracts after they have been delivered, but may from time to time require assistance from Broker. Broker hereby undertakes to render such assistance to MetLife.

(2) Broker will maintain all books and records as required by Rules 17a-3 and 17a-4 under the 1934 Act, except to the extent that MetLife may agree to maintain any such records on Broker's behalf. Records subject to any such agreement shall be maintained by MetLife as agent for Broker in compliance with said rules, and such records shall be and remain the property of Broker and be at all times subject to inspection by the SEC in accordance with Section 17(a) of that Act. Nothing contained herein shall be construed to affect MetLife's

right to ownership and control of all pertinent records and documents pertaining to its business operations including, without limitation, its operations relating to the Contracts, which right is hereby recognized and affirmed. MetLife and Broker agree that each shall retain all records related to this Agreement as required by the 1934 Act, and the rules and regulations thereunder and by any other applicable law or regulation, as Confidential Information as described in Section J of this Agreement, and neither party shall reveal or disclose such Confidential Information to any third party unless such disclosure is authorized by the party affected thereby or unless such disclosure is expressly required by applicable federal or state regulatory authorities. However, nothing contained herein shall be deemed to interfere with any document, record or other information which by law, is a matter of public record.

I. Proprietary Information

Any and all account records developed by MetLife or provided to MetLife by Broker or its Affiliates, including but not limited to customer files, sales aides, computer software, customer names, addresses, telephone numbers and related paperwork, literature, authorizations, manuals and supplies of every kind and nature relating to the Contracts and the servicing of the Contracts are and shall remain the property of MetLife. Such proprietary information and materials shall be treated as nonpublic personal information and/or confidential information, as appropriate pursuant to Sections I, J, K and L of this Agreement.

Any and all proprietary information and material developed and provided by MetLife shall be returned to MetLife (including all copies made by the Broker or its Affiliates) upon termination of this Agreement. Any materials developed by the Broker or its Affiliates in support of the marketing, sales, advertising or training related to MetLife or its Contracts shall be destroyed upon the termination of the Agreement.

J. Receipt of Customer Nonpublic Personal Information From Broker by MetLife

(1) MetLife will treat nonpublic personal information regarding Broker's customers provided to it by Broker under this Agreement as Confidential Information under Section J of this Agreement, except that such provisions shall not apply to such information regarding customers of Broker who were, are or become policyholders or customers of MetLife or any of its Affiliates other than by reason of the services provided by Broker under this Agreement.

(2) Notwithstanding the foregoing, MetLife and its Affiliates shall have the right to use or disclose such nonpublic personal information: (a) to the full extent required to comply with Applicable Laws or requests of regulators;

(b) as necessary in connection with any of MetLife's audit, legal, compliance or accounting procedures; (c) as necessary or permitted by Applicable Laws in the ordinary course of business, for example to administer Contracts and provide customer service to purchasers of Contracts under this Agreement; (d) as authorized by such customer; and (e) to protect against or prevent fraud.

(3) MetLife and its Affiliates may market, offer, sell or distribute insurance products, including, but not limited to, the Contracts, or any of their other products and related services, outside of this Agreement to customers of Broker provided they do not use nonpublic personal information regarding Broker's customers provided by Broker to specifically target customers, and such marketing, offering, selling or distributing by MetLife and its Affiliates of insurance (including but not limited to the Contracts) or any of their other products or services shall not be subject to the terms of this Agreement.

K. Treatment of Nonpublic Personal Information Disclosed to Broker by MetLife

Broker will treat nonpublic personal information regarding Broker's customers provided to it by MetLife under this Agreement as Confidential Information and shall use such information only to solicit sales of and to provide service with respect to Contracts sold pursuant to this Agreement. Notwithstanding the foregoing, Broker shall have the right to use or disclose nonpublic personal information provided to it by MetLife to the extent permitted by Applicable Laws and MetLife's privacy policy, for example, to comply with Applicable Laws or requests of regulators, in connection with Broker's audit procedures, as authorized by such customers, and to protect against or prevent fraud.

L. Confidential Information

(1) MetLife and Broker will maintain the confidentiality of Confidential Information disclosed by either party to the other party under the terms of this Agreement. Except as otherwise provided in Sections I and J, neither MetLife nor Broker shall disclose any Confidential Information that is covered by this Agreement, and shall only disclose such information if authorized in writing by the affected party or if expressly required under the terms of a valid subpoena or order issued by a court of competent jurisdiction or regulatory body or applicable laws and regulations. "Confidential Information" means: (a) any information that this Agreement specifies will be treated as "Confidential Information" under this Section J; (b) any information of Broker and their Affiliates disclosed by Broker to MetLife through the course of business during the term of this Agreement, or any information of MetLife and its Affiliates that

is disclosed by MetLife to Broker through the course of business during the term of this Agreement, in each such case if such information is clearly identified as and marked "confidential" by the disclosing party, such information includes, but is not limited to, new products, marketing strategies and materials, development plans, customer information, client lists, pricing information, rates and values, financial information and computer systems; (c) nonpublic personal information; and (d) information required to be treated as confidential under Applicable Laws.

(2) "Confidential Information" does not include (i) information which is now generally available in the public domain or which in the future enters the public domain through no fault of the receiving party; (ii) information that is disclosed to the receiving party by a third party without violation by such third party of an independent obligation of confidentiality of which the receiving party is aware; or (iii) information that the disclosing party consents in writing that the receiving party may disclose.

(3) The disclosing party warrants that it has the right to provide access to, disclose and use, the Confidential Information to be provided hereunder. The receiving party shall not be liable to the other for:

(a) inadvertent use, publication, or dissemination of the Confidential Information received hereunder provided that: (i) it uses the same degree of care in safeguarding such information as it used for its own information of like importance; (ii) it has complied with Applicable Laws; and (iii) upon discovery of such, it shall take steps to prevent any further inadvertent use, publication, or dissemination; and/or

(b) unauthorized use, publication or dissemination of the Confidential Information received hereunder by persons who are or have been in its employ unless it fails to safeguard such information with the same degree of care as it uses for its own proprietary information of like importance and provided that the receiving party uses such Confidential Information in accordance with Applicable Laws.

(4) Any similarity between the Confidential Information and any other information, regardless of medium, whether verbal or written, as well as contracts and/or services acquired from third parties or developed by the receiving party, or Affiliates independently through its or their own efforts, thought, labor and ingenuity shall not constitute any violation of this Agreement and shall not subject the receiving party to any liability whatsoever.

(5) The receiving party shall use the Confidential Information solely for purposes contemplated by this Agreement and shall not disclose the Confidential Information except as expressly provided herein.

(6) The receiving party understands that neither the disclosing party nor any of its representatives or designees have made or make any representation or warranty as to the accuracy or completeness of the Confidential Information.

M. Indemnification
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(1) MetLife will indemnify and hold harmless Broker from any and all losses, claims, damages or liabilities (or actions in respect thereof), to which Broker may become subject, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Prospectus, Registration Statements or any other sales or offering materials furnished or approved in writing by MetLife for any of the Contracts or any relevant funding vehicle or any amendments or supplements thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading; and will reimburse Broker for any legal or other expenses reasonably incurred by it in connection with investigating or defending against such loss, claim, damage, liability or action in respect thereof; provided, however, that MetLife shall not be liable in any such case to the extent that any such loss, claim, damage, liability or action arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made by Broker when referring to or explaining such Prospectus, amendment, Registration

Statement or any other sales or offering materials. MetLife shall not indemnify Broker for any action where an applicant for any of the Contracts was not furnished or sent or given, at or prior to written confirmation of the sale of a Contract, a copy of the appropriate Prospectus(es), any Statement of Additional Information, if required or requested, and any supplements or amendments to either furnished to Broker by MetLife. The forgoing indemnities shall, upon the same terms and conditions, extend to and inure to the benefit of each director, trustee and officer of Broker and any person controlling it.

(2) Broker will indemnify and hold harmless MetLife against any losses, claims, damages or liabilities (or actions in respect thereof), to which MetLife may become subject, insofar as such losses, claims, damages, or liabilities (or actions in respect thereof) arise out of or are based upon any negligent, improper, fraudulent or unauthorized acts or omissions by Broker, its employees, agents, representatives, officers or directors, including but not limited to improper or unlawful sales practices, any statement or alleged untrue statement of any material fact, any omission or alleged omission, any unauthorized use of sales materials or advertisements, and any oral or written misrepresentations; and will reimburse MetLife for any legal or other expenses reasonably incurred by it in connection with investigating or defending against any such loss, claim, damage, liability or action. The foregoing indemnities shall, upon the

same terms and conditions, extend to and inure to the benefit of each director, trustee and officer of MetLife and any person controlling it.

(3) Broker shall indemnify and hold harmless MetLife from any and all losses, claims, damages or liabilities (or actions in respect thereof) to which MetLife may be subject, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or result from any breach of any representation or warranty, covenant, agreement, obligation or undertaking in this Agreement by Broker or its directors, officers, employees or other representatives or by any other person or entity acting on behalf of or under control of Broker; and will reimburse MetLife for any legal or other expenses reasonably incurred by it in connection with investigating or defending against any such loss, claim, damage, liability or action. The foregoing indemnities shall, upon the same terms and conditions, extend to and inure to the benefit of each director, trustee and officer of MetLife and any person controlling it.

(4) Broker shall indemnify and hold MetLife harmless for any penalties, losses or liabilities resulting from MetLife improperly paying any compensation under this Agreement, unless such improper payment was caused by MetLife's negligence or willful misconduct; and will reimburse MetLife for any legal or other expenses reasonably incurred by it in connection with investigating or defending against any such loss, claim, damage, liability or action. The foregoing indemnities shall, upon the same terms and conditions, extend to and inure to the benefit of each director, trustee and officer of MetLife and any person controlling it.

(5) Promptly after receipt by an indemnified party of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party, notify the indemnifying party in writing of the commencement thereof; but the omission to notify the indemnifying party shall not relieve it from any liability which it may otherwise have to any indemnified party. In case any such action shall be brought against any indemnified party, it shall notify the indemnifying party of the commencement thereof. The indemnifying party shall be entitled to participate in, and, to the extent that it shall wish, jointly with any other indemnifying party, similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party. After notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation.

N. Term of Agreement

(1) This Agreement shall continue in force for one year from its effective date and thereafter shall automatically be renewed every year for a further one year

period; provided that either party may unilaterally terminate this Agreement with or without cause upon sixty (60) days' written notice to the other party of its intention to do so.

(2) This Agreement will automatically terminate if (a) Broker is no longer a member of the NASD; or (b) Broker has not sold any Contracts for a two-year period unless otherwise agreed to in writing by MetLife.

(3) Upon termination of this Agreement, all authorizations, rights and obligations shall cease except (a) the agreements contained in Sections, I, J, K, and L hereof; and (b) the obligation to settle accounts hereunder. Except with respect to records maintained by or on behalf of Broker pursuant to Rules 17a-3 and 17a-4 under the 1934 Act, Broker shall return to MetLife, within 30 days after the effective date of termination, any and all records in its possession which have been specifically maintained in connection with MetLife's operations related to the Contracts.

O. Assignability

This Agreement shall not be assigned by either party without the written consent of the other.

P. Amendments

MetLife reserves the right in its discretion upon notice to the Broker to amend this Agreement at any time. No amendment substituting new compensation Schedules for any Contract may affect the amount of earned compensation payable to Broker with respect to Contracts sold prior to the substitution of the amended compensation schedules, unless Broker otherwise agrees.

Q. Notices

Notices to be given hereunder shall be addressed to:

MetLife Brokerage
440 US Highway 22
Suite 301
PO Box 6895
Bridgewater, NJ 08807-6895

Broker Name
Address
Address

City, State, ZIP

R. Arbitration

(1) All disputes and differences between the parties, other than those arising with respect to the use of nonpublic personal information under Sections I, J, K, and L must be decided by arbitration, regardless of the insolvency of either party, unless the conservator, receiver, liquidator or statutory successor is specifically exempted from an arbitration proceeding by applicable state law.

(2) Either party may initiate arbitration by providing written notification to the other party. Such written notice shall set forth (i) a brief statement of the issue(s); (ii) the failure of the parties to reach agreement; and (iii) the date of the demand for arbitration.

(3) The arbitration panel shall consist of three arbitrators. The arbitrators must be impartial and must be or must have been officers of life insurance and or securities companies other than the parties or their affiliates.

(4) Each party shall select an arbitrator within thirty (30) days from the date of the demand. If either party shall refuse or fail to appoint an arbitrator within the time allowed, the party that has appointed an arbitrator may notify the other party that, if it has not appointed its arbitrator within the following ten (10) days, an arbitrator will be appointed on its behalf. The two (2) arbitrators shall select the third arbitrator within thirty (30) days of the appointment of the second arbitrator. If the two arbitrators fail to agree on the selection of the third arbitrator within the time allowed, each arbitrator shall submit to the other a list of three (3) candidates. Each arbitrator shall select one name from the list submitted by the other and the third arbitrator shall be selected from the two names chosen by drawing lots.

(5) The arbitrators shall interpret this Agreement as an honorable engagement rather than merely as a legal obligation and shall consider practical business and equitable principles as well as industry custom and practice regarding the applicable insurance and securities business. The arbitrators are released from judicial formalities and shall not be bound by strict rules of procedure and evidence.

(6) The arbitrators shall determine all arbitration schedules and procedural rules. Organizational and other meetings will be held in New York, NY, unless the arbitrators select another location. The arbitrators shall decide all matters by majority vote.

(7) The decisions of the arbitrators shall be final and binding on both parties. The arbitrators may, at their discretion, award costs and expenses as

they deem appropriate, including but not limited to legal fees and interest. The arbitrators may not award exemplary or punitive damages. Judgment may be entered upon the final decision of the arbitrators in any court of competent jurisdiction.

(8) Unless the arbitrators shall provide otherwise, each party will be responsible for (a) all fees and expenses of its respective counsel, accountants, actuaries and any other representatives in connection with the arbitration and (b) one-half (1/2) of the expenses of the arbitration, including the fees and expenses of the arbitrators

S. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to New York's choice of law provisions.

In Witness Whereof, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

T. Entire Understanding

This Agreement represents the entire understanding between the Parties and supersedes all previous oral and written agreements, and may not be modified except by amendment in writing signed by the parties. No oral agreements or representatives shall be binding.

U. Waiver

The failure of either party to strictly enforce any provision of this Agreement shall not operate as a waiver of such provision or release either party from its obligation to perform strictly in accordance with such provision

METROPOLITAN LIFE INSURANCE COMPANY
(MetLife)

By_____________________________________

____
Print Name & Title

(Broker)

By______________________________________

____
Print Name & Title

SCHEDULE A

Flexible Premium Multi-Funded Life (ULII/UL2001)

Preference Plus(R) Account, Variable Annuity

Flexible Premium Variable Life (MetFlex C)

Equity Options Riders

SCHEDULE B

[Business Unit needs to fill in appropriate fixed insurance policies and annuity contracts]

SCHEDULE C

AFFILIATED INSURANCE AGENCY

The Broker/Dealer named below ("Broker"), having executed a Sales Agreement ("Agreement") with Metropolitan Life Insurance Company ("MetLife") dated _____________ which, provides for sales of MetLife's Variable Contracts through a designated affiliated insurance agency or agencies ("Agency"), hereby designates the Agency named below pursuant to Section D of the Agreement. Broker and Agency hereby represent and warrant that the Agency named below is and will be maintained in compliance with this Agreement.

____
Affiliated Insurance Agency Name

By:______________________________________

____
Print Name & Title

____
(Tax Identification Number)

____
Affiliated Insurance Agency Name

By:______________________________________

____
Print Name & Title

____
(Tax Identification Number)

Exhibit (3)(d)

FUND PARTICIPATION AGREEMENT

THIS AGREEMENT is entered into as of this 30/th/ day of April, 2001 among METROPOLITAN LIFE INSURANCE COMPANY ("MetLife "), a life insurance company organized under the laws of the State of New York(on behalf of itself and certain of its separate accounts); AMERICAN FUNDS INSURANCE SERIES ("Series"), an open-end management investment company organized under the laws of the Commonwealth of Massachusetts, and CAPITAL RESEARCH AND MANAGEMENT COMPANY ("CRMC"), a corporation organized under the laws of the State of Delaware.

WITNESSETH:

WHEREAS, MetLife proposes to issue certain multi-manager variable annuity contracts and variable life insurance policies that provide certain funds ("Funds") of the Series as investment options (the "Contracts");

WHEREAS, MetLife has established pursuant to New York insurance law one or more separate accounts (each, an "Account") for purposes of issuing the Contracts and has or will register each Account (unless the Account is exempt from such registration) with the United States Securities and Exchange Commission (the "Commission") as a unit investment trust under the Securities Act of 1933 (the "1933 Act") and the Investment Company Act of 1940 (the "1940 Act");

WHEREAS, the Contracts, which are or will be registered by MetLife with the Commission for offer and sale, will be in compliance with all applicable laws prior to being offered for sale;

WHEREAS, the Series has received a "Mixed and Shared Funding Order" from the Commission granting relief from certain provisions of the 1940 Act and the rules thereunder to the extent necessary to permit shares of the Series to be sold to variable annuity and life insurance separate accounts of unaffiliated insurance companies;

WHEREAS, the Series is divided into various Funds, each Fund being subject to certain fundamental investment policies which may not be changed without a majority vote of the shareholders of such Fund;

WHEREAS, certain Funds listed in Attachment A to this Agreement will serve as certain of the underlying investment medium for the Contracts; and

WHEREAS, CRMC is the investment adviser for the Series.

NOW, THEREFORE, in consideration of the foregoing and of mutual covenants and conditions set forth herein and for other good and valuable consideration, MetLife, the Series and CRMC hereby agree as follows:

1. The Series and CRMC each represents and warrants to MetLife that: (a) a registration statement under the 1933 Act and under the 1940 Act with respect to the Series has been filed with the Commission in the form previously delivered to MetLife, and copies of any and all amendments thereto will be forwarded to MetLife at the time that they are filed with the Commission; (b) the Series is, and shall be at all times while this Agreement is in force, lawfully organized, validly existing, and properly qualified as an open-end management investment company in accordance with the laws of the Commonwealth of Massachusetts; and (c) the Series' registration statement and any further amendments thereto will, when they become effective, and all definitive prospectuses and statements of additional information and any further supplements thereto ("Prospectus") shall, conform in all material respects to the requirements of the 1933 Act and the 1940 Act, and the rules and regulations of the Commission thereunder, and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statement therein not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Series by MetLife expressly for use therein.

2. The Series will furnish to MetLife such information with respect to the Series in such form and signed by such of its officers as MetLife may reasonably request, and will warrant that the statements therein contained when so signed will be true and correct. The Series will advise MetLife immediately of: (a) the issuance by the Commission of any stop order suspending the effectiveness of the registration statement of the Series or the initiation of any proceeding for that purpose; (b) the institution of any proceeding, investigation or hearing involving the offer or sale of the Contracts or the Series of which it becomes aware; or (c) the happening of any material event, if known, which makes untrue any statement made in the registration statement of the Series or which requires the making of a change therein in order to make any statement made therein not misleading.

3. The Series will use best efforts to register for sale under the 1933 Act and, if required, under state securities laws, such additional shares of the Series as may reasonably be necessary for use as the funding vehicle for the Contracts.

4. The Series agrees to make Class 2 shares of the Funds listed on Attachment A hereto available to the Contracts. MetLife will be entitled to a

----

Rule 12b-1 service fee to be accrued daily and paid monthly at an annual rate of 0.25% of the average daily net assets of the Class 2 shares of each Fund attributable to the Contracts for personal services and account maintenance services for Contract owners with investments in investment divisions corresponding to the Class 2 shares of each Fund (each, an "Investment

Division") for as long as the Series' Plan of Distribution pursuant to Rule 12b-1 under the 1940 Act (the "12b-1 plan") remains in effect. Fund shares to be made available to Accounts for the Contracts shall be sold by the Series and purchased by MetLife for a given Account at the net asset value of the

respective class of the respective Fund (without the imposition of a sales load) next computed after receipt of each order by the Series or its designee, as established in accordance with the provisions of the then current Prospectus of the Series. For purposes of this Paragraph 4, MetLife shall be a designee of the Series for receipt of such orders from each Account, and receipt by such designee by 4:00 p.m. Eastern time (or other such time the Board of Trustees of the Series shall so designate) shall constitute receipt by the Series; provided that the Series receives notice of such order by 10:00 a.m. Eastern time on the following Business Day ("Next Business Day"). "Business Day" shall mean any day on which the New York Stock Exchange ("NYSE") is open for trading and on which the Series calculates the net asset values of each class of shares of each Fund pursuant to the rules of the Commission. The Series will make the shares of each class of each Fund available indefinitely for purchase at the applicable net asset value per share by each Company and its Accounts on those days on which the Series calculates the net asset values of each such class and Fund pursuant to the rules of the Commission, and the Series shall use its best efforts to calculate such net asset values on each day on which the NYSE is open for trading. The Series shall make the net asset value per share for each class of each Fund available to MetLife on a daily basis as soon as reasonably practical after the Series calculates such net asset values per share, and the Series shall use its best efforts to make such net asset values per share available by 6:30 p.m. Eastern time. If the Series provides incorrect net asset value to MetLife with respect to any class of shares of any Fund on any Business Day, MetLife shall be entitled (on behalf of each affected Account) to an adjustment to the number of shares purchased or redeemed of such class of shares to reflect the correct net asset value per share. Any error in the calculation or reporting of net asset values per share, dividends, or capital gain information shall be reported promptly to MetLife. Any costs incurred by MetLife with respect to correcting Contract owner accounts, including, but not limited to, amounts paid to Contract owners and administrative expenses, shall be promptly reimbursed by CRMC. The Series and CRMC are responsible for maintaining net asset values for each class of each Fund in accordance with the requirements of the 1940 Act and the Series' then current Prospectus. Payments for shares purchased will be made in federal funds transmitted by wire on the Next Business Day, and the Company and the Fund shall each use commercially reasonable efforts to wire (or cause to be wired) funds to the other, for the purpose of settling net purchase orders or orders of redemption, by 3:00 p.m. Eastern time on the Next Business Day.

The Series reserves the right to temporarily suspend sales if the Board of Trustees of the Series deems it appropriate and in the best interests of the Series or in response to the order of an appropriate regulatory authority. MetLife reserves the right to refuse, to impose limitations on, or to limit any transaction request if the request would tend to disrupt Contract administration or is not in the best interest of the Contract holders or an Account or Investment Division.

5. The Contracts funded through each Account will provide for the allocation of net amounts among certain Investment Divisions for investment in shares of a class of the Funds as may be offered from time to time in the Contracts. The selection of the particular Investment Division is to be made by the Contract owner and such selection may be changed in accordance with the terms of the Contracts.

6. Transfer of the Series' shares will be by book entry only. No stock certificates

will be issued to the Account. Shares ordered from a particular Fund will be recorded by the Series as instructed by MetLife in an appropriate title for the corresponding Account or Investment Division.

7. The Series shall furnish notice promptly to MetLife of any dividend or distribution payable on any shares underlying Investment Divisions. MetLife hereby elects to receive all such dividends and distributions as are payable on shares of a Fund recorded in the title for the corresponding Investment Division in additional shares of that Fund. The Series shall notify MetLife of the number of shares so issued. MetLife reserves the right to revoke this election and to receive all such income dividends and capital gain distributions in cash.

8. The Series shall redeem its shares in accordance with the terms of its then current Prospectus. For purposes of this Paragraph 8, MetLife shall be a designee of the Series for receipt of requests for redemption from each Account, and receipt by such designee by 4:00 p.m. Eastern time (or other such time the Board of Trustees of the Series shall so designate) shall constitute receipt by the Series; provided that the Series receives notice of such request for redemption by 10:00 a.m. Eastern time on the Next Business Day. MetLife shall purchase and redeem the shares of Funds offered by the then current Prospectus of the Series in accordance with the provisions of such Prospectus.

9. The Series shall pay all expenses incidental to its performance under this Agreement. The Series shall see to it that all of its shares are registered and authorized for issue in accordance with applicable federal and state laws prior to their purchase for the Account. The Series shall bear the expenses for the cost of registration of its shares, preparation of prospectuses and statements of additional information to be sent to existing Contract owners (upon request in the case of the statement of additional information), proxy statements and related materials and annual and semi-annual shareholder reports, the printing and distribution of such items to each Contract owner who has allocated net amounts to any Investment Division, the preparation of all statements and notices required from it by any federal or state law, and taxes on the issue or transfer of the Series' shares subject to this Agreement. The Series will provide MetLife, at least once a year, with enough copies of its

Statement of Additional Information to be able to distribute one to each Contract owner or prospective Contract owner who requests such Statement of Additional Information.

10. MetLife shall bear the expenses for the cost of preparation and delivery of Series prospectuses (and supplements thereto) to be sent to prospective Contract owners. The Series shall provide, at its expense, such documentation (in camera-ready or other mutually agreeable form) and other assistance as is reasonably necessary in order for MetLife once each year (or more frequently if the prospectus for the Series is amended), and twice each year in the case of the annual and semi-annual shareholder reports, to have the prospectus or prospectuses, and the annual and semi-annual shareholder reports for the Contracts and the Series, printed together in one or more documents (such printing to be done at MetLife's expense with respect to prospective investors).

11. MetLife represents and warrants to the Series that any information furnished in

writing by MetLife to the Series for use in the registration statement of the Series will not result in the registration statement's failing to conform in all respects to the requirements of the 1933 Act and the 1940 Act and the rules and regulations thereunder or containing any untrue statement of a material fact or omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

12. MetLife and its affiliates shall make no representations concerning the Series' shares except those contained in the then current Prospectus of the Series, in such printed information subsequently issued on behalf of the Series or other funds managed by CRMC as supplemental to the Series' Prospectus, in information published on the Series' or CRMC's internet site, or in materials approved by AFD, as provided in the Business Agreement in effect among MetLife, AFD, and CRMC dated April 30, 2001 (the "Business Agreement").

13. Shares of the Series may be offered to separate accounts of various insurance companies in addition to MetLife. The Series and the Company each represents, warrants and covenants that no shares of the Series shall be sold to the general public in contravention of Section 817 of the Internal Revenue Code of 1986 as amended and the regulations thereunder (the "Code") ("Section 817"). The Series agrees that each Fund will comply with the diversification requirements of Section 817. The Series also agrees to maintain each Fund's qualification as a "regulated investment company" ("RIC") under the Code. The Series will provide MetLife with securities holdings reports for each Fund within ten days after each calendar quarter.

14. The parties to this Agreement recognize that due to differences in tax treatment or other considerations, the interests of various Contract owners participating in one or more Funds might, at some time, be in conflict. Each

party shall report to the other party any potential or existing conflict of which it becomes aware. The Board of Trustees of the Series shall promptly notify MetLife of the existence of irreconcilable material conflict and its implications. If such a conflict exists, MetLife will, at its own expense, take whatever action it deems necessary to remedy such conflict; in any case, Contract owners will not be required to bear such expenses.

15. MetLife agrees to indemnify and hold the Series harmless against, any and all losses, claims, damages, liabilities or litigation (including legal and other expenses) to which the Series may be subject under any statute, at common law or otherwise, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof) or settlements arising as a result of MetLife's: (a) making untrue statements of material facts or omitting material facts in a Contract's registration statement, prospectus, statement of additional information, semi-annual or annual reports to Contract owners or sales literature for the Contracts; (b) making untrue statements of material facts that the Series includes in the same materials of the Series, provided that Series relies on information supplied by MetLife; (c) unlawful conduct, bad faith, willful malfeasance, or gross negligence by MetLife with respect to the sale of the Contracts or Fund shares; and (d) breaching this Agreement or a representation or warranty.

16. The Series and CRMC each agrees to indemnify and hold MetLife harmless against any and all losses, claims, damages, liabilities or litigation (including legal and other

expenses) which MetLife may be subject under any statute, at common law or otherwise, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof) or settlements arising as a result of the Series', or CRMC's: (a) making untrue statements of material facts or omitting material facts in the Series' registration statement, prospectuses or statements of additional information, semi-annual and annual reports to shareholders, and sales literature; (b) making untrue statements of material facts that the Series includes in its materials, provided MetLife relies on information supplied by the Series; (c) unlawful conduct, bad faith, willful malfeasance, or gross negligence by the Series with respect to the sale of the Contracts or Fund shares or the operation of the Series or a Fund; (d) failure of the Series to comply with any Fund's investment objectives, policies and restrictions; and (e) breaching this Agreement or a representation or warranty, including, but not limited to, the representations, warranties and covenants in Section 13.

17. MetLife shall be responsible for assuring that the Account calculates pass-through voting privileges of Contract owners in a manner consistent with the method of calculating pass-through voting privileges set forth in the current Contract.

18. The parties understand that there is no intention to create a joint venture in the subject matter of this Agreement. Accordingly, the right to

terminate this Agreement and to engage in any activity not inconsistent with this Agreement is absolute. This Agreement will terminate:

(a) by mutual agreement at any time; or

(b) any party at any time upon six months written notice to the other parties; or

(c) at the option of MetLife or the Series upon ten calendar days prior written notice to the other party if a final non-appealable administrative or judicial decision is entered against the other party which has a material impact on the Contracts;

(d) at the option of MetLife, upon ten calendar days prior written notice, if shares of the Series are not reasonably available;

(e) at the option of MetLife, immediately upon written notice, if the Series or CRMC fails to meet the requirements for either diversification under Section 817 or RIC status under the Code, or if the Board of the Series terminates the 12b-1 plan; or

(f) in the event the Series' shares are not registered, issued or sold in accordance with applicable state and/or federal law or such law precludes the use of such shares as an underlying investment for the Contracts issued or to be issued by MetLife; in such event prompt notice shall be given by MetLife or the Series to the other party.

The effective date for termination pursuant to any notice given under this Paragraph shall be calculated beginning with the date of receipt of such notice.

19. All notices, consents, waivers, and other communications under this Agreement must be in writing, and will be deemed to have been duly received: (a) when delivered by hand (with written confirmation of receipt); (b) when sent by telecopier (with written confirmation of receipt), provided that a copy is mailed by registered mail, return receipt requested; or (c) the day after it is sent by a nationally recognized overnight delivery service, in each case to the appropriate addresses and telecopier numbers set forth below (or to such other addresses and facsimile numbers as a party may designate by notice to the other parties):

If to MetLife:
Metropolitan Life Insurance Company
1 Madison Avenue New York, New York 10010
Attention: Myra L. Saul, Assistant General Counsel
Facsimile No.: 212-251-1622

with a copy to:
New England Financial

501 Boylston Street
Boston, Massachusetts 02116
Attention: Hugh C. McHaffie, Senior Vice President
Facsimile No.: 617-578-5547

If to Series:
American Funds Insurance Series
333 S. Hope Street, 55/th/ Floor
Los Angeles, California 90071
Attention: Michael J. Downer, Senior Vice President
Facsimile No.: 213-486-9041

with a copy to:
Capital Research and Management Company
333 S. Hope Street, 55/th/ Floor
Los Angeles, California 90071
Attention: Kenneth R. Gorvetzian, Vice President and Senior Counsel,
Fund Business Management Group
Facsimile No.: 213-486-9041

If to CRMC:
Capital Research and Management Company
333 S. Hope Street, 55/th/ Floor
Los Angeles, CA 90071
Attention: Michael J. Downer, Senior Vice President and Legal Counsel,
Fund Business Management Group, and Secretary
Facsimile No.: 213-486-9041

with a copy to:
Capital Research and Management Company
333 S. Hope Street, 55/th/ Floor
Los Angeles, California 90071
Attention: Kenneth R. Gorvetzian, Vice President and Senior Counsel,
Fund Business Management Group
Facsimile No.: 213-486-9041

20. If this Agreement terminates, any provision of this Agreement necessary to the orderly windup of business under it will remain in effect as to that business, after termination.

21. If this Agreement terminates, the Series, at MetLife's option, will continue to make additional shares of the Series available for all existing Contracts as of the effective date of termination (under the same terms and conditions as were in effect prior to termination of this Agreement with respect to existing Contract owners), unless the Series liquidates or applicable laws prohibit further sales. MetLife agrees not to redeem shares unless (i) the Agreement is terminated pursuant to Section 18(e) or 18(f); (ii) legitimately required to do so according to a Contract owner's request; or (iii) under an

order from the Commission or pursuant to vote of Contract owners.

22. The obligations of the Series under this Agreement are not binding upon any of the Trustees, officers, employees, or shareholders (except CRMC if it is a shareholder) of the Series individually, but bind only the Series' assets. When seeking satisfaction for any liability of the Series in respect of this Agreement, MetLife and the Account agree not to seek recourse against said Trustees, officers, employees, or shareholders, or any of them, or any of their personal assets for such satisfaction. Notwithstanding the foregoing, if MetLife seeks satisfaction for any liability of the Series in respect of this Agreement, MetLife (on behalf of itself or any Account) may seek recourse against CRMC.

23. This Agreement shall be construed in accordance with the laws of the State of New York.

24. This Agreement and the parties' rights, duties, and obligations under this Agreement are not transferable or assignable by any of them without the express, prior written consent of the other party hereto. Any attempt by a party to transfer or assign this Agreement or any of its rights, duties or obligations under this Agreement without such consent is void; provided, however, that a merger of, reinsurance arrangement by, or change of control of a party shall not be deemed to be an assignment for purposes of this Agreement.

25. The following Paragraphs shall survive any termination of this Agreement: 4, 15, 16, 17, 20, 21-26.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and attested as of the date first above written.

METROPOLITAN LIFE INSURANCE COMPANY (on behalf of itself and each Account)

Attest:

/s/ Jennifer J. Kalb

Jennifer J. Kalb
Asst. Secretary

By: /s/ Hugh McHaffie

Its: SENIOR VICE PRESIDENT

AMERICAN FUNDS INSURANCE SERIES

Attest:

/s/ [ILLEGIBLE]

By: /s/ Michael Downer

Its: Senior Vice President

CAPITAL RESEARCH AND MANAGEMENT
COMPANY

Attest:

/s/ [ILLEGIBLE]

By: /s/ Michael Downer

Its: Senior Vice President, Fund Business
Management Group, Legal Counsel
and Secretary

Attachment A

American Funds Insurance Series:

- Global Small Capitalization Fund

- Growth Fund

- Growth-Income Fund

EXHIBIT 4

MetLife(R)
METROPOLITAN LIFE INSURANCE COMPANY

One Madison Avenue
New York, New York 10010

Metropolitan Life Insurance Company (referred to as "we, us and our") will make Income Payments as described in this Contract beginning on the Annuity Date.

FREE LOOK PROVISION - RIGHT TO CANCEL

This Contract may be returned for any reason within 10 days after you receive it by mailing or delivering the Contract to either us or the agent who sold it. Return of this Contract by mail is effective on being postmarked, properly addressed and postage prepaid. We will promptly refund your Account Balance as of the Business Day we receive your Contract. Your Account Balance may be more or less than your Purchase Payment.

Signed for the Company.

/s/ Gwenn L. Carr /s/ Robert H. Benmosche

Gwenn L. Carr
Vice-President & Secretary

Robert H. Benmosche
Chairman of the Board
President and Chief Executive Officer

INDIVIDUAL FLEXIBLE PURCHASE PAYMENT

DEFERRED VARIABLE ANNUITY CONTRACT

NONPARTICIPATING

READ YOUR CONTRACT CAREFULLY.

INCOME PAYMENTS AND VALUES PROVIDED BY THIS CONTRACT, WHEN BASED ON THE INVESTMENT EXPERIENCE OF THE SEPARATE ACCOUNT, ARE VARIABLE AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT.

PPS (07/01)

<TABLE>
<CAPTION>

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</TABLE>

PPS (07/01)

CONTRACT SCHEDULE

<TABLE>

<S>	<C>	<C>
OWNER: [John Doe]	SEX: [M]	AGE AT ISSUE: [50]
JOINT OWNER: [Jane Doe]	SEX: [F] AGE AT ISSUE: [50]	
ANNUITANT: [John Doe]	SEX: [M] AGE AT ISSUE: [50]	
CONTRACT NUMBER: [12345678]	ISSUE DATE: [February 15, 2001]	
PLAN TYPE: [Qualified, IRA, Non-Qualified, SEP, ROTH IRA]	MATURITY DATE: [February 15, 2046]	

</TABLE>

[MAXIMUM DISABILITY WAIVER ATTAINED AGE: [65]

[MAXIMUM TERMINAL ILLNESS RIDER ISSUE AGE: [80]

[MAXIMUM NURSING HOME OR HOME HOSPITAL CONFINMENT RIDER ISSUE AGE: [80]

PURCHASE PAYMENTS: No payment can be made within [7] years of the Maturity Date. We reserve the right to reject any Purchase Payment.

Minimum Subsequent
Purchase Payment: [$500.00]

Maximum Total
Purchase Payments: [$1,000,000.00], without our prior approval.

[Purchase Payment Credits: [4%] of each Purchase Payment for cumulative Purchase Payments received during the first Contract Year.

MINIMUM ACCOUNT
BALANCE REQUIRED: [$2,000.00]

BENEFICIARY: [As designated by you as of the Issue Date unless changed in accordance with the Contract provisions.]

PRODUCT CHARGES:

Separate Account: We assess certain daily charges on an annual basis to the percentages set out below of the average daily net asset value of each Investment Division of the Separate Account:

Separate Account Charges: [1.70%]

Additional Separate Account Charge on Investment Divisions:
[XYZ Funds 0.15%]

We reserve the right to impose additional Separate Account Charges on Investment Divisions that we may add to the Contract at any future date. The addition for any Investment Division will not be greater than 0.25% basis points.

Death Benefit Rider Charge: [0.25%]

[Additional Death Benefit Rider Charge: [0.25%]

[Contract Level: We assess a Guaranteed Minimum Income Benefit Rider Charge of [0.35%] of the Income Base.]

ANNUAL CONTRACT FEE: The Annual Contract Fee is [$30.00] each Contract Year. If a total withdrawal is made during the Accumulation Period, the full Annual Contract Fee will be deducted at the time of the total withdrawal. If your Account Balance on the last day of the Contract Year is at least [$50,000], then no Annual Contract

Administrative Fee is deducted. On the Annuity Calculation Date a pro-rata portion of the Annual Contract Fee for the applicable portion of the Contract Year will be deducted from the Account Balance as described above. On the Annuity Calculation Date, if your Account Balance is at least [$50,000], then no Annual contract Fee is deducted. During the Income Period, we reserve the right to deduct the Annual Contract Fee of [$30] each Contract Year, pro-rata from each Income Payment.]

SEPARATE ACCOUNT: [Metropolitan Life Separate Account E]

TRANSFER REQUIREMENTS:
Number Permitted: We reserve the right to limit the number of transfers per Contract Year up to a maximum of [12] (excluding transfers resulting from our automated strategies.

There may be further limitations on transfers from the Fixed Account to the Investment Divisions and transfers from the Investment Divisions to the Fixed Account as set forth in the Fixed Account Rider.

Transfer Fee: In the event that [12] transfers are made in a Contract Year (excluding those related to our automated strategies), we reserve the right to deduct a Transfer Fee of up to [$25.00] for each additional transfer in such Contract Year. The Transfer Fee will be deducted from the Investment Division or the Fixed Account from which the transfer is made. However, if the entire interest in the account option is being transferred, the Transfer Fee will be deducted from the amount that is transferred.

Minimum and Maximum Amount to be Transferred: The minimum amount that may be transferred from an Investment Division (excluding transfers resulting from our automated strategies) is [$500.00] or your entire interest in the Investment Division, if less.

WITHDRAWALS: A Withdrawal Charge is assessed against Purchase Payments withdrawn. The Withdrawal Charge is calculated at the time of each withdrawal. Each Purchase Payment is tracked from the date of its receipt. Amounts will be withdrawn from your Contract in the following order:

1. Earnings in the Contract (Earnings are equal to your Account Balance less Purchase Payments not previously withdrawn); then

2. The Free Withdrawal Amount described below, if any; and then

3. Purchase Payments not previously withdrawn, in the order such Purchase Payments were made: the oldest Purchase Payment first, the next Purchase Payment second, etc. until all Purchase Payments have been withdrawn (First-in-First-out (FIFO) basis).

   Withdrawal Charges are determined in accordance with the following schedule:

WITHDRAWAL CHARGES

Number of Complete Years from Receipt of Purchase Payment	% Charge
[0	9
1	8

2	8
3	7
4	6
5	4
6	3
7 and thereafter	0]

No withdrawal charge will be deducted in the event of:

1. Maturity of the Contract; or
2. Payment of the Death Benefit; or
3. Application of your Adjusted Account Balance to an Annuity Option; or
4. Any waiver included subject to the issuance of a Rider.
5. If the withdrawal is required for you to avoid Federal Income Tax penalties or to satisfy Federal Income Tax rules concerning minimum distribution requirements that apply to this annuity. For purposes of this exception, we assume that this annuity is the only contract or funding vehicle from which distributions are required to be taken and we will ignore all other account balances. This exception does not apply to non-qualified or Roth IRA annuities.
6. If you properly "recharacterize" as permitted under Federal Tax Law your MetLife traditional IRA deferred annuity or MetLife Roth IRA deferred annuity.
7. If you transfer your Account Balance to another MetLife annuity and we agree in writing that none will apply.]

FREE WITHDRAWAL AMOUNT: Each Contract Year after the first, you can make a withdrawal of a portion of your Account Balance free from any Withdrawal Charge. The Free Withdrawal Amount each Contract Year is equal to 10% of total Purchase Payments, less the total Free Withdrawal Amount previously withdrawn in the same Contract Year. This amount is non-cumulative.

A Withdrawal Charge will not be assessed against Earnings withdrawn from your Contract. The Earnings are equal to the Account Balance minus the Purchase Payments not previously withdrawn from your Contract.

A Withdrawal Charge will not be assessed against any withdrawal in the first Contract year that is part of a monthly systematic withdrawal program in which the monthly withdrawal amount does not exceed 1/12 of 10% of total Purchase Payments.

Minimum Partial Withdrawal: [$500.00]

Minimum Withdrawal Value Which must Remain in the Contract after a Partial Withdrawal: [$2,000.00]

ANNUITY OPTION INFORMATION:

1. The Maturity Date is the first contract anniversary after the Owner's [95th] birthday.

2. The Annuity Date must not be less than 30 days from the Issue Date.

3. For Variable Income Payments, the Variable Annuity Tables are based on the Annuity 2000 Mortality Table with 7-year age setback and an Assumed Investment Return (AIR) of [4.00%].

4. For Fixed Income Payments, the Fixed Annuity Tables are based on the Annuity 2000 Mortality Table with 7-year age setback with interest at the Minimum Guaranteed Interest Rate for the Fixed Account.

FIXED ACCOUNT:
Initial Interest Rate: [4.60%]   Initial Guarantee Period Expires: [02/15/02]

Minimum Guaranteed Interest Rate: 3.00% annually

ADMINISTRATIVE OFFICE:

MetLife
[TULSA Office
12902 East 51st Street
Tulsa, OK 74134]

ENDORSEMENTS AND RIDERS ATTACHED TO THIS CONTRACT:
[Fixed Account Rider for Variable Annuity
Enhanced Dollar Cost Averaging Rider
Three Month Market Entry Rider
Death Benefit Rider (Guaranteed Return of Purchase Payment/5th Year Annual

Step-up) Guaranteed Minimum Income Benefit Rider Additional Death Benefit Rider Purchase Payment Credit Rider Waiver of Withdrawal Charge for Nursing Home or Hospital Confinement Rider Waiver of Withdrawal Charge for Terminal Illness Rider Waiver of Withdrawal Charge for Disability Endorsement Individual Retirement Annuity Endorsement Roth Individual Retirement Annuity Endorsement Unisex Annuity Rates Endorsement]

Definitions

Account Balance
The sum of your interests in the Investment Divisions of the Separate Account (and your interests in any other accounts that may be included by Rider and shown on the Contract Schedule) during an Accumulation Period.

Accumulation Unit
A unit of measure used to calculate the portion of your Account Balance in an Investment Division of the Separate Account during the Accumulation Period.

Accumulation Period
A period prior to an Annuity Date during which you can make Purchase Payments.

Administrative Office
The office indicated on the Contract Schedule to which notices, requests and Purchase Payments must be sent, or as otherwise directed by notice from us.

Annuitant
The natural person(s) on whose life Income Payments are based. Any reference to Annuitant shall also include any Joint Annuitant under an Annuity Option.

Annuity Date
A date on which you choose to begin receiving Income Payments. If you do not choose a date an Annuity Date will be no later than the Maturity Date shown on the Contract Schedule.

Annuity Unit
A unit of measure used to calculate Variable Income Payments after an Annuity Date.

Attained Age
The age of any Owner, Beneficiary or Annuitant on his/her last birthday.

Beneficiary
The person(s) you name to receive a death benefit payable under this Contract upon the death of the Owner or a Joint Owner, or in certain circumstances, an Annuitant.

Business Day
Each day that the New York Stock Exchange is open for business. The Separate Account will be valued each Business Day. A Business Day ends as of the close of regular trading on the New York Stock Exchange.

Company
Metropolitan Life Insurance Company.

Contract Anniversary
An anniversary of the Issue Date of this Contract.

Contract Year
A one-year period starting on the Issue Date and on each Contract Anniversary thereafter.

Fixed Income Payments
A series of payments made by us during an Income Period, which we guarantee as to dollar amount.

Income Payments
The series of payments made to the Owner or other named payee after an Annuity Date under an Annuity Option.

Income Period
A period starting on an Annuity Date during which Income Payments are payable.

Investment Division
Separate Account assets are divided into Investment Divisions. Assets of each Investment Division will be invested in shares of a Portfolio.

Issue Date

The date this Contract was issued. The Issue Date is shown on the Contract Schedule.

Joint Owner
If there is more than one Owner, each Owner shall be a Joint Owner of the Contract.

Notice
Any form of communication providing information we need, either in a signed writing or another manner that we approve in advance. All Notices to us must be sent to our Administrative Office and received in good order. To be effective for a Business Day, a Notice must be received in good order prior to the end of that Business Day.

Owner
The person(s) entitled to the ownership rights under this Contract. If Joint Owners are named, all references to Owner shall mean Joint Owners. (Referred to as "you or yours.")

Portfolios
The investment choices available to the Investment Divisions of the Separate Account.

Purchase Payment
Any amount paid to us under this Contract as consideration for the benefits it provides.

Separate Account
A segregated asset account of the Company designated on the Contract Schedule.

Variable Income Payments
A series of payments made by us during an Income Period which vary in amount with the investment experience of each applicable Investment Division.

Withdrawal Value
The Account Balance less any applicable withdrawal charge, less any Premium and Other Taxes, and less any applicable charges and fees as described in the Contract Schedule or any Rider.

General Provisions

The Contract
The entire contract consists of this Contract and any Riders or Endorsements attached to this Contract. We may require this Contract to be returned to us prior to the payment of any benefit. It is important to review any Riders or Endorsements included with this Contract. In any case of conflict with any provision of this Contract and the provisions of the Rider or Endorsement the provisions of the Rider or Endorsement will control.

To preserve this Contract's status as an annuity and comply with Section 72 of the Internal Revenue Code, as amended and applicable Treasury Regulations, we may, if necessary amend this Contract. We will notify you of any amendments and, when required by law, we will obtain your approval and the approval of the appropriate regulatory authority.

Non-Participating
This Contract will not share in any distribution by us of Company dividends.

Misstatement of Age or Sex
We may require proof of age or sex of the Annuitant, Owner or Beneficiary before making any payments under this Contract that are measured by the Annuitant's, Owner's or Beneficiary's life. If the age or sex of the Annuitant, Owner or Beneficiary has been misstated, the amount payable will be the amount that the Account Balance would have provided at the correct age and sex.

Once Income Payments have begun, any underpayments will be made up in one sum with the next Income Payment or in any other manner agreed to by us. Any overpayments will be deducted first from future Income Payments.

Protection of Proceeds
The Contract and payments under it will be exempt from the claims of creditors to the extent permitted by law.

Reports
At least once each year we will furnish you with a report showing the Account Balance and any other information as may be required by law. Reports will be

sent to your last known address.

Premium and Other Taxes
We reserve the right to deduct from the Purchase Payments or Account Balance any taxes paid by us to any governmental entity relating to this Contract (including without limitation: premium taxes, federal, state and local withholding of income, estate, inheritance and other taxes required by law, and any new or increased state income taxes that may be enacted into law).

We will, at our sole discretion, determine when taxes relate to the Contract, including for example when they have resulted from: the investment experience of the Separate Account; receipt by us of the Purchase Payments; commencement of Income Payments, payment of death benefits; or partial and full withdrawals; and any new or increased taxes which become effective that are imposed on us and which relate to Purchase Payments, Earnings, gains and losses, fees and charges under the Contract.

We may, at our sole discretion pay taxes when due and make a deduction from the Account Balance at a later date. Payment at an earlier date does not waive any right we may have to deduct amounts at a later date.

Evidence of Survival
We may require proof that any person(s) on whose life Income Payments are based is alive. We reserve the right to discontinue Income Payments until satisfactory proof is received.

Modification of Contract
This Contract may be changed by us in order to maintain compliance with applicable state and federal law. This Contract may be changed or altered only in a writing signed by our President, Vice-President, or Secretary.

Inactive Contract
We may terminate this Contract by paying you the Account Balance, in one sum if prior to the Maturity Date, you make no Purchase Payments for two consecutive Contract Years, the total amount of Purchase Payments made, less any partial withdrawals, is less than $2,000, and the Account Balance on or after the end of such two year period is less than $2,000.

Annuitant, Ownership,
Assignment Provisions

Owner
You, as the Owner, have all the interest and rights under this Contract. The Owner is the person designated on the Contract Schedule, unless changed.

You may change the Owner at any time. A request for change must be by Notice and will become effective as of the date the Notice is signed. A new designation of Owner will not apply to any payment made or action taken by us prior to the time the new designation was recorded at our Administrative Office. Any change of Owner is subject to our underwriting rules in effect at the time of the request.

Joint Owner
A Contract may be owned by Joint Owners, limited to natural persons. Either Joint Owner can exercise all rights under the Contract unless you inform us otherwise as indicated on the Contract Schedule or in a Notice to us. Upon the death of either Owner, the surviving Joint Owner will be deemed to be the primary Beneficiary unless you inform us otherwise. Any other Beneficiary designation will be treated as a contingent Beneficiary unless otherwise indicated on the Contract Schedule or in a Notice to us.

Annuitant
The Annuitant is the person designated by you as of the Issue Date, unless changed prior to an Annuity Date. Unless the Contract is owned by a non-natural person, you may change the Annuitant at any time prior to an Annuity Date. Any change of Annuitant is subject to our underwriting rules in effect at the time of the request.

Assignment
You may assign your rights under this Contract prior to the start of Income Payments unless restricted by applicable law. For example, in certain tax markets assignment of this Contract is prohibited by the Internal Revenue Code. If your contract is assigned absolutely, we will treat it as a change of ownership and all rights will be transferred. We are not bound by any assignment unless it is in writing and until it is recorded at our Administrative Office. We are not responsible for the validity of any assignment. Assignments will be subject to all payments made and actions taken by us before a signed copy of the

assignment form is received by us at our Administrative Office. After Income Payments start, your Contract may not be assigned.

Beneficiary Provisions

Beneficiary

The Beneficiary is the person(s) named on the Contract Schedule or the surviving Joint Owner, unless changed. Unless you provide otherwise, the death benefit will be paid to or in equal shares as follows:

1. to the primary Beneficiary(ies) who survive you (or who survive the Annuitant if the Owner is a non-natural person); or if there are none, then

2. to the contingent Beneficiary(ies) who survive you (or who survive the Annuitant if the Owner is a non-natural person); or if there are none, then

3. to your estate.

Change of Beneficiary

Subject to the rights of any irrevocable Beneficiary, you may change the primary Beneficiary or contingent Beneficiary. A change may be made by filing a Notice with us. The change will take effect as of the date the Notice is signed, but we will not be liable for any payment made or action taken before we have recorded the change.

Purchase Payment Provisions

Purchase Payments

The initial Purchase Payment will be applied as of the later of the Issue Date or the date the payment is received by us at our Administrative Office. We reserve the right to change the amount of the Minimum Subsequent Purchase Payment described in the Contract Schedule and to refuse Purchase Payments in excess of the amount of Maximum Total Purchase Payments described in the Contract Schedule.

Allocation of Purchase Payments

You choose how Purchase Payments are allocated subject to any allocation requirements imposed by the Company. We reserve the right to impose restrictions on allocations. You may change your allocation for new Purchase Payments by telling us. The change will be effective upon receipt at our Administrative Office.

Account Balance Provisions

Account Balance

Your Account Balance for any Business Day is the sum of your interests in the Investment Divisions of the Separate Account (and your interests in any other account options that are included by Rider) as of such Business Day.

The portion of your Account Balance in an Investment Division is determined by multiplying the number of Accumulation Units allocated to the Contract for that Investment Division by its Accumulation Unit Value.

Charges and Fees

We will deduct charges and fees from your Account Balance as described on the Contract Schedule (or in any applicable Rider).

Separate Account Provisions

The Separate Account

The Separate Account is designated on the Contract Schedule and consists of assets that are kept separate from our General Account assets and all of our other segregated asset accounts. We own the assets of the Separate Account. The Separate Account will not be charged with liabilities that arise from any business we may conduct. We will add amounts to the Separate Account from other contracts of ours.

The Separate Account is divided into Investment Divisions, each of which buys shares in a corresponding Portfolio. Thus, the Separate Account does not invest directly in stocks, bonds, etc.

Investments of the Separate Account

Purchase Payments applied to the Separate Account are allocated to the Investment Divisions. We may, from time to time, add additional Portfolios to the Separate Account. You may be permitted to transfer all or a portion of your Account Balance to the Investment Divisions that invest in the additional Portfolio(s). However, the right to make any transfer will be limited by any terms and conditions in effect at the time of transfer.

We can close, add or remove Portfolios as Investment Division investments as permitted by law. When a change is made, we will send you a revised prospectus for the Separate Account, which will describe all of the Portfolios then available under the Contract and/or any notice required by law. When a Portfolio is removed, we have the right to substitute a different Portfolio in which the Investment Division will then invest the value of the removed Portfolio.

Change in Operation

We may make certain changes to the Separate Account if we think they would best serve the interests of participants in or owners of similar contracts or would be appropriate in carrying out the purposes of such contracts. Any changes will be made only to the extent and in the manner permitted by applicable laws. Also, when required by law, we will obtain your approval of the changes and approval from any appropriate regulatory authority.

Examples of changes to the Separate Account that we may make include:

- To transfer assets in an Investment Division to another Investment Division, or to one or more other separate accounts, or to our General Account; or to add, combine, or close or remove Investment Divisions in the Separate Account.
- To substitute, for the shares held in any Portfolio, the shares of another class of share or the shares of another fund or any other investment permitted by law.

If any changes result in material change in the underlying investments of an Investment Divisions to which an amount is allocated under the Contract, we will notify you of the change. You may then make a new choice of Investment Divisions.

Accumulation Unit

Accumulation Units shall be used to account for all amounts put into or taken from an Investment Division of the Separate Account as a result of Purchase Payments, withdrawals, transfers, or fees and charges. We will determine the number of Accumulation Units of an Investment Division purchased or canceled. This is done by dividing the amount put into (or the amount taken from) the Investment Division, by the dollar value of one Accumulation Unit of the Investment Division as of the end of the Business Day during which the transaction (or for Purchase Payments by the end of the Business Day following the day the Purchase Payment) is received by us in good order at our Administrative Office.

Accumulation Unit Value

The initial Accumulation Unit Value for each Investment Division was set by us. Subsequent Accumulation Unit values for each Investment Division are determined by multiplying the Accumulation Unit Value for the immediately preceding Business Day by the Net Investment Factor of the Investment Division for the current Business Day.

The Accumulation Unit Value may increase or decrease from Business Day to Business Day.

To the extent permitted by law, we may change when we calculate the Accumulation Unit Value by giving you 30 days notice; or delay calculation of the Accumulation Unit Value if an emergency exists, making valuation of assets in the Separate Account not reasonably practicable, or the Securities and Exchange Commission permits such deferral.

Net Investment Factor

The Net Investment Factor for each Investment Division is determined by dividing A by B and multiplying by (1-C) where:

A is (i) the net asset value per share of the Portfolio held by the Investment Division at the end of the current Business Day; plus

(ii) any dividend or capital gains per share declared on behalf of such Portfolio that has an ex-dividend date as of the current Business Day.

B is the net asset value per share of the Portfolio held by the Investment Division for the immediately preceding Business Day.

C is (i) the Separate Account Charges which are shown on the Contract Schedule for each day since the last Business Day. The daily charge is equal to the annual Separate Account Charges divided by 365; plus

(ii) a charge factor, if any, for any taxes or any tax reserve we have established as a result of the operation of this Investment Division.

Transfer Provisions

You may make certain transfers of your Account Balance as described below. We will not be liable for any transfers made in accordance with your instructions (or instructions from your designee if we agree to accept instructions from such designee). All transfers made on the same Business Day will be treated as one transfer. A transfer will be made as of the end of a Business Day when we receive all the required information necessary to process the request in good order at our Administrative Office. All transfers will be subject to the following:

1. we reserve the right to limit the maximum number of transfers per Contract Year;

2. we reserve the right to charge a fee for transfers;

3. we reserve the right to limit the amounts of transfers;

4. your right to make transfers is subject to limitations or modification by us if we determine, in our sole opinion that the exercise of the right by one or more owners with interests in the Investment Division is, or would be, to the disadvantage of other owners. Restrictions may be applied in any manner reasonably designed to prevent any use of the transfer right that is considered by us to be to the disadvantage of other owners. A limitation or modification could be applied to transfers to, or from, one or more of the Investment Divisions and could include, but is not limited to:

   a. the requirement of a minimum time period between each transfer;

   b. not accepting a transfer request from a third party acting under authorization on behalf of more than one Owner;

   c. limiting the dollar amount that may be transferred between the Investment Divisions by an Owner at any one time;

   d. requiring that a written transfer request be provided to us signed by an Owner;

5. to the extent permitted by applicable law, we reserve the right to defer the transfer privilege at any time that we are unable to purchase or redeem shares of any of the Portfolios under the Separate Account. In addition, in accordance with applicable law, we reserve the right to modify or terminate the transfer privilege at any time.

Transfers During the Accumulation Period
During the Accumulation Period, you may ask us to transfer any portion of your Account Balance from one Investment Division to another (or to any other account options included by Rider as allowed under that Rider). Transfers do not change the allocation instructions for future Purchase Payments or any pre-scheduled transfers. We reserve the right to waive any transfer limitations or fees.

Transfers During the Income Period
Transfers made during the Income Period are to the following:

1. you may not make a transfer to the Separate Account from Fixed Income Payments;

2. transfers among Investment Divisions will be made by converting the number of Annuity Units being transferred to the number of Annuity Units of the Investment Division to which the transfer is made, so that the next Variable Income Payment, if it were made on the transfer dare, would be the same as it would have been without the transfer. Thereafter, Variable Income Payments will be --computed based on the new number of Annuity Units

3. you may make a transfer from the Separate Account to be applied to Fixed Income Payments. The amount transferred from an Investment Division of the

Separate Account will equal (a) the number of Annuity Units representing your interest in the Investment Division that is being transferred, multiplied by (b) the Annuity Unit value for that Investment Division, multiplied by (c) the present value of $1.00 per payment period for the remaining Income Period based on the Attained Age of the Annuitant at the time of transfer, and calculated using the same actuarial basis as the Variable Annuity Rates applied on the Annuity Date for the Annuity Option chosen. Amounts transferred to Fixed Income Payments will be applied under the Annuity Option chosen at the Attained Age of the Annuitant at the time of the transfer. All amounts and Annuity Unit values will determined as of the end of the Business Day on which we receive the request in good order at our Administrative Office.

Death Benefit Provisions

Death of Owner During the Accumulation Period During the Accumulation Period, the death benefit will be paid to your Beneficiary(ies) upon your death, or the first death of a Joint Owner. If the Contract is owned by a non-natural person, the Annuitant will be deemed the Owner for purposes of determining the death benefit. If there are Joint Owners, the age of the oldest will be used to determine the death benefit where applicable.

Death Benefit Amount During the Accumulation Period
The "Death Benefit Amount" is the Account Balance determined as of the end of the Business Day on which we have received Notice of both due proof of death and the first acceptable election for the payment method. If the death benefit is not paid immediately in a lump sum, any portion of the Death Benefit Amount in the Separate Account remains in the Separate Account until distribution begins. From the time the death benefit is determined until complete distribution is made, any amount in the Separate Account will continue to be subject to investment risk. This risk is borne by the Beneficiary(ies).

Death Benefit Options During the Accumulation Period
In the event an Owner dies during the Accumulation Period, a Beneficiary must choose payment of the death benefit under one of the options below (unless the Owner has previously chosen an option). The death benefit options available under the Contract are:

Option 1--lump sum payment of the death benefit; or

Option 2--the payment of the entire death benefit within five (5) years of the date of the death of the Owner or the first Joint Owner to die; or

Option 3--payment of the death benefit under an Annuity Option or other option acceptable to us over the lifetime of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary with distribution beginning within one year of the date of death of the Owner or the first Joint Owner to die.

Any portion of the death benefit not applied under Option 3 within one (1) year of the date of the Owner's or Joint Owner's death must be distributed within five (5) years of the date of death.

Beneficiary Continuation Options During Accumulation Period
We offer two types of Beneficiary Continuation Options during the Accumulation Period: the Spousal Continuation and Non-Spousal Beneficiary Continuation Options described below. We must receive Notice of the election of one of these Beneficiary Continuation Options by the end of the 90th day after we receive Notice of due proof of death. If the surviving spouse qualifies for Spousal Continuation and has not chosen one of the death benefit options above by the end of the 90 day period, the Spousal Continuation Option will be automatically applied on the 90th day. If a Non-Spousal Beneficiary qualifies for Non-Spousal Beneficiary Continuation and has not chosen one of the death benefit options above by the end of the 90 day period, the Non-Spousal Beneficiary Continuation Option will be automatically applied on the 90th day.

Spousal Continuation During Accumulation Period
If the Owner dies during the Accumulation Period and the Beneficiary is his or her spouse, the Beneficiary may choose to continue the Contract in his or her own name and exercise all the Owner's rights under the Contract. The Death Benefit Amount under the continued contract payable upon the continuing spouse's death will be computed as described above in the Death Benefit Amount During the Accumulation Period section. Any Purchase Payments made after the Owner dies will be subject to applicable Withdrawal Charges as set

forth on the Contract Schedule.

Non-Spousal Beneficiary Continuation During Accumulation Period
A Beneficiary who is not a spouse can choose to continue the Contract until the fifth anniversary of the Owner's death. The Contract can be continued by a Beneficiary only if his or her share of the death benefit is at least equal to our published minimum for this right. If the Beneficiary continues the Contract under this provision his or her share will not be paid. It will instead be continued in the Contract and allocated to the Investment Divisions (and any other accounts included by Rider) on the date we determine the Death Benefit Amount, in the same proportion as the Account Balance was allocated on that date. Such Beneficiary will have the right to make transfers and partial and full withdrawals of his/her share of the Contract. During this continuation period no Purchase Payments can be made and the Death Benefit Amount will equal

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the Beneficiary's share of the Account Balance on the date we receive Notice of his/her death. The death benefit is payable in a single lump sum payment.

On the fifth anniversary of the Owner's death any living Beneficiary will be paid his/her share of the Account Balance in a single lump sum payment and this Contract will terminate.

During the continuation period the Beneficiary can choose to receive his/her share of this Contract in a single lump sum payment or apply it to an Annuity Option or other option acceptable to us that must be payable for the life of the Beneficiary or for a term no longer than the life expectancy of the Beneficiary starting within one year after the death of the Owner.

Death of Owner During the Income Period
If the Owner or a Joint Owner, who is not the Annuitant, dies during the Income Period, any remaining payments under the Annuity Option chosen will continue at least as rapidly as under the method of distribution in effect at the time of the Owner's death. Upon the death of the Owner or a Joint Owner during the Income Period, the Beneficiary becomes entitled to exercise the rights of the Owner. If an Owner is the Annuitant, the death benefit, if any, will be as specified in the Annuity Option chosen.

Death of Annuitant During Accumulation Period
Upon the death of an Annuitant, who is not the Owner or Joint Owner, during the Accumulation Period, the Owner (or Oldest Joint Owner) automatically becomes the Annuitant, unless the Owner chooses a new Annuitant subject to our underwriting rules in effect at the time of the request for this change. If the Owner is a non-natural person, the death of the any Annuitant will be treated as the death of an Owner.

Death of Annuitant During Income Period
Upon the death of the Annuitant during the Income Period, the death benefit, if any, will be as specified in the Annuity Option chosen. Death benefits will be paid at least as rapidly as under the method of distribution in effect at the Annuitant's death.

Payment of Death Benefit
We will require Notice of both due proof of death and an acceptable election for the payment method before any death benefit is paid. Our obligations are subject to all payments made and actions taken by us before our receipt of Notice of due proof of death.

Any death benefit will be paid in accordance with applicable law or regulations governing death benefit payments.

In all events and notwithstanding any provision of this Contract to the contrary, this Contract will be construed and administered in accordance with Section 72 (s) of the Internal Revenue Code, as amended.

Withdrawal Provisions

Withdrawals
Prior to the Annuity Date, you may, upon Notice to us, make a full or partial withdrawal of the Withdrawal Value. A withdrawal will result in the cancellation of Accumulation Units from each applicable Investment Division of the Separate Account in the ratio that the portion of the Account Balance in the Investment

Division bears to the total Account Balance. Any other account options included by Rider may be similarly reduced as detailed in such Rider. If another method is desired, you must specify in a Notice to us from which Investment Division(s) (or other accounts included by Rider) values are to be withdrawn.

Each partial withdrawal must be for an amount, which is not less than the minimum shown on the Contract schedule, or, if smaller, the remaining Withdrawal Value. If the withdrawal would result in the Account Balance being less than the Minimum Account Balance as shown on the Contract schedule we will treat the withdrawal request as a request for a full withdrawal.

Withdrawal Charge
Upon withdrawal of all or a portion of the Account Balance, a Withdrawal Charge as described on the Contract schedule may be assessed. We may waive the Withdrawal Charge if we agree in writing that none will apply. For example, we may waive the Withdrawal Charge if you directly transfer the amount withdrawn to a funding vehicle pre-approved by us.

For a partial withdrawal, the Withdrawal Charge will be deducted from the remaining Account Balance, if sufficient, or from the amount withdrawn.

Annuity Provisions

Election of Annuity Option
The Annuity Option is chosen by you or your Beneficiary in a form satisfactory to us. We will automatically send you information about Annuity Options before your Annuity Date. If you do not choose an Annuity Option, make a full withdrawal by the Maturity Date, or ask us to continue the Contract by the Maturity Date, we will automatically pay you under Option 2--Life Annuity with Ten (10) Years of Income Payments Guaranteed. You can make or change or revoke your Annuity Option choice before the death benefit becomes payable or the Annuity Date, whichever occurs first.

Annuity Options
You may choose to receive Income Payments monthly, quarterly, semi-annually or annually. The following Annuity Options, or any other options acceptable to you and us, may be chosen:

Life Income Annuity
Income Payments that are paid as long as the Annuitant is living.

Life Income Annuity with a Guarantee Period
Income Payments that continue as long as the Annuitant is living but are guaranteed to be paid for a number of years.

Life Income for Two
Income Payments that are paid as long as either of two Annuitants is living.

Life Income Annuity for Two with a Guarantee Period
Income Payments that continue as long as either of the two Annuitants are living but are guaranteed to paid for a number of years.

Income Payments
You can choose to have the Annuity Option payable as Fixed Income Payments or Variable Income Payments or a combination. Fixed Income Payments are guaranteed as to dollar amount. Variable Income Payments will reflect the investment experience of the Separate Account in accordance with the allocation of the Account Balance to the Investment Divisions. Unless another payee is designated, you will be the payee of the Income Payments.

The "Adjusted Account Balance" on the "Annuity Calculation Date" is applied to the applicable Fixed and/or Variable Annuity Tables for the Annuity Option chosen to determine your first Income Payment. The Adjusted Account Balance is determined on the Annuity Calculation Date, which is a Business Day no more than [ten] Business

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Days prior to the Annuity Date. The Adjusted Account Balance is the Account Balance, less any Premium and Other Taxes and less any applicable charges and fees as described in the Contract Schedule (or any Rider). The amount of the first payment for each $1,000 of Adjusted Account Balance is shown in the Annuity Tables. You may apply a portion of your Adjusted Account Balance to an Annuity Option subject to our published rules.

If, as of the Annuity Calculation Date, the then current Annuity rates applicable to this class of contracts provide an Income Payment greater than the one guaranteed under this Contract for the same Annuity Option, then the greater payment will be made.

Fixed Income Payments
Fixed Income Payments are based upon the Annuity Option chosen, the Annuitant's Attained Age and sex, and the appropriate Fixed Annuity Table. These payments will be reduced by any applicable charges and fees as described in the Contract Schedule (or any Rider).

Variable Income Payments
Variable Income Payments are not predetermined as to dollar amount; and will increase or decrease in proportion to the amount that the Net Investment Factor exceeds the Assumed Investment Return chosen.

The dollar amount of the first Variable Income Payment is determined based upon the Annuity Option chosen, the Annuitant's Attained Age and sex, and the appropriate Variable Annuity Table. This payment will be reduced by any applicable charges and fees as described in the Contract Schedule (or any Rider).

After the first payment the dollar amount of the Variable Income Payment for each Investment Division will be determined as follows:

> The number of Annuity Units for each Investment Division is multiplied by the Investment Division's Annuity Unit value for the Business Day that the Variable Income Payment is being calculated. This result is the dollar amount of the payment for that Investment Division, less any applicable charges and fees as described in the Contract Schedule (or any Rider).
>
> The number of Annuity Units for each Investment Division is initially established by dividing the dollar amount of the first Variable Income Payment applicable to an Investment Division by that Investment Division's Annuity Unit value as of the Annuity Calculation Date. This number of Annuity Units remains fixed during the Income Period, unless you make transfers to or from the Investment Division. A new number of Annuity Units for the Investment Division would be computed to reflect such transfers.

The total dollar amount of each Variable Income Payment is the sum of all Investment Division Variable Income Payments.

Annuity Unit
The initial Annuity Unit Value for each Investment Division of the Separate Account was set by us.

The subsequent Annuity Unit value for each Investment Division is determined by multiplying the Annuity Unit value for the immediately preceding Business Day by the Investment Division's Net Investment Factor for the current Business Day and multiplying the result by a factor for each day since the last Business Day which offsets the Assumed Investment Return used to develop the Variable Annuity Tables. You choose the Assumed Investment Return (which must be acceptable to us) to be used at or before the Annuity Date. Upon thirty (30) days Notice, prior to the Annuity Date, you may change the chosen Assumed Investment Return. If you do not choose an Assumed Investment Return, the Assumed Investment Return will be as described in the Contract Schedule.

Frequency and Amount of Income Payments
Income Payments will be paid as monthly installments or at any frequency acceptable to you and us. If the amount of the Adjusted Account Balance to be applied under an Annuity Option is less than $5,000, we reserve the right to make one lump sum payment in lieu of Income Payments. If the amount of the first Income Payment would be less than $100, we may reduce the frequency of payments to an interval which will result in the payment being at least $100, but no less than annually.

Basis of Payments
The Annuity Tables are based on the tables defined under the Annuity Option Information described in the Contract Schedule. We guarantee that the dollar amount of each Variable Income Payment after the first Variable Income Payment for that Annuity Date will not be affected by variations in actual mortality experience or expenses, but only by investment experience. The amount of each Fixed Income Payment is guaranteed by us.

Suspension or Deferral of Payments or Transfers

We reserve the right to suspend or postpone payments of any amounts due under the Contract when permitted under applicable Federal or state laws, rules and regulations. We reserve the right to suspend or postpone payments from the Separate Account for a death benefit, withdrawal or transfer for any period when:

1. the New York Stock Exchange is closed (other than customary weekend and holiday closings);

2. trading on the New York Stock Exchange is restricted;

3. an emergency exists as a result of which disposal of securities held in the Separate Account is not reasonably practicable or it is not reasonably practicable to determine the value of the Separate Account's net assets; or

4. during any other period when the Securities and Exchange Commission, by order, so permits for the protection of the Owners.

The applicable rules and regulations of the Securities and Exchange Commission will govern as to whether the conditions described in (2) and (3) exist.

FIXED ANNUITY TABLES

AMOUNT OF FIRST MONTHLY INCOME PAYMENT

PER $1000 OF ACCOUNT BALANCE

Annuitant Only

<TABLE>
<CAPTION>

Option 1: Life Annuity Attained Age of Annuitant	Male	Female	Option 2: Life Annuity with 10 Years of Income Payments Guaranteed Attained Age of Annuitant	Male	Female
<S>	<C>	<C>	<C>	<C>	<C>
55	3.95	3.72	55	3.93	3.71
60	4.30	4.01	60	4.26	3.99
65	4.75	4.40	65	4.68	4.36
70	5.37	4.92	70	5.23	4.84
75	6.24	5.64	75	5.92	5.47
80	7.43	6.68	80	6.73	6.29
85	9.08	8.22	85	7.61	7.26

</TABLE>

<TABLE>
<CAPTION>

Option 3: Joint and Last Survivor Life Annuity

Attained Age of Male Annuitant	Age of Female Joint Annuitant 10 Years Younger	5 Years Younger	Same Age	5 Years Older	10 Years Older
<S>	<C>	<C>	<C>	<C>	<C>
55	3.21	3.33	3.44	3.56	3.66
60	3.37	3.52	3.67	3.81	3.94
65	3.58	3.77	3.96	4.15	4.33
70	3.84	4.09	4.35	4.61	4.85
75	4.19	4.53	4.89	5.25	5.58
80	4.66	5.13	5.64	6.15	6.59
85	5.31	5.98	6.71	7.42	8.02

</TABLE>

<TABLE>
<CAPTION>

Option 4: Joint and Last Survivor Annuity with 10 Years of Income Payments Guaranteed

Attained Age of Male Annuitant	Age of Female Annuitant 10 Years Younger	5 Years Younger	Same Age	5 Years Older	10 Years Older

<S>	<C>	<C>	<C>	<C>	<C>
55	3.21	3.33	3.44	3.55	3.66
60	3.37	3.52	3.67	3.81	3.94
65	3.58	3.76	3.96	4.15	4.32
70	3.84	4.09	4.35	4.60	4.83
75	4.19	4.52	4.87	5.22	5.51
80	4.65	5.10	5.58	6.03	6.38
85	5.27	5.88	6.50	7.02	7.35

</TABLE>

Monthly installments for ages not shown will be furnished on request.

VARIABLE ANNUITY TABLES

AMOUNT OF FIRST MONTHLY INCOME PAYMENT

PER $1000 OF ACCOUNT BALANCE

Annuitant Only

<TABLE>
<CAPTION>

Option 1: Life Annuity Attained Age of Annuitant	Male	Female	Option 2: Life Annuity with 10 Years of Income Payments Guaranteed Attained Age of Annuitant	Male	Female
<S>	<C>	<C>	<C>	<C>	<C>
55	4.55	4.32	55	4.52	4.30
60	4.89	4.60	60	4.84	4.57
65	5.34	4.98	65	5.25	4.93
70	5.96	5.49	70	5.78	5.40
75	6.82	6.21	75	6.46	6.02
80	8.02	7.25	80	7.26	6.82
85	9.68	8.79	85	8.11	7.77

</TABLE>

<TABLE>
<CAPTION>

Option 3: Joint and Last Survivor Life Annuity

	Age of Female Joint Annuitant				
Attained Age Of Male Annuitant	10 Years Younger	5 Years Younger	Same Age	5 Years Older	10 Years Older
<S>	<C>	<C>	<C>	<C>	<C>
55	3.83	3.93	4.04	4.14	4.24
60	3.98	4.11	4.25	4.39	4.51
65	4.17	4.34	4.53	4.71	4.88
70	4.42	4.65	4.91	5.16	5.40
75	4.76	5.08	5.43	5.79	6.12
80	5.22	5.67	6.17	6.68	7.13
85	5.86	6.	7.24	7.96	8.56

</TABLE>

<TABLE>
<CAPTION>

Option 4: Joint and Last Survivor Annuity with 10 Years of Income Payments Guaranteed

Age of Female Annuitant

Attained Age Of Male Annuitant	10 Years Younger	5 Years Younger
<S>	<C>	<C>
55	3.83	3.93
60	3.98	4.11
65	4.17	4.34
70	4.42	4.65
75	4.75	5.07
80	5.20	5.64

85	5.80	6.40

<CAPTION>

Same Age	5 Years Older	10 Years Older
<S>	<C>	<C>
4.04	4.14	4.24
4.25	4.39	4.51
4.52	4.71	4.88
4.90	5.15	5.38
5.41	5.75	6.05
6.11	6.55	6.90
7.01	7.53	7.86

</TABLE>

Monthly installments for ages not shown will be furnished on request.

Metropolitan Life Insurance Company

One Madison Avenue
New York, New York 10010

FIXED ACCOUNT RIDER FOR VARIABLE ANNUITY

This Rider is part of the Contract to which it is attached and is effective upon issuance. In the case of a conflict with any provision of the Contract, the provisions of this Rider will control. This Rider amends the Contract as follows:

I. DEFINITIONS - The following replaces the definition of "Account Balance" in the "Definitions" section:

ACCOUNT BALANCE: The sum of your interest in the Investment Divisions of the Separate Account and your interest in this Fixed Account option (and any other account options that may be included by Rider).

The following is added to the "Definitions" section:

FIXED ACCOUNT: This option is backed by our General Account and pays interest guaranteed by us on Purchase Payments or transfers allocated to it. It does not share in the investment experience of any Investment Division of the Separate Account.

II. FIXED ACCOUNT - The following is added to the Contract:

FIXED ACCOUNT PROVISIONS

FIXED ACCOUNT - You can choose to have Purchase Payments allocated to the Fixed Account. During the Accumulation Period you can transfer any portion of your Account Balance to the Fixed Account from the Separate Account and to the Separate Account from the Fixed Account, subject to the terms of this Contract.

FIXED ACCOUNT VALUE - Your Fixed Account Value at any time during the Accumulation Period is equal to:

1. the Purchase Payments allocated to the Fixed Account; plus
2. the amounts transferred from other options to the Fixed Account; plus
3. interest credited to the Fixed Account; less
4. any withdrawals taken from the Fixed Account and any applicable charges; less
5. any amounts transferred to other options from the Fixed Account; less
6. any fees, charges or any applicable Premium and Other Taxes deducted from the Fixed Account.

INTEREST TO BE CREDITED - We guarantee that the interest credited to your Fixed Account Value will not be less than the Fixed Account Minimum Guaranteed Interest Rate shown on the Contract Schedule. We may credit additional interest at our discretion.

The interest rate for each amount allocated to the Fixed Account is set by us in advance. Thereafter, each year a new rate will apply to that amount plus the interest previously credited to that amount. The new rate will be set by us in advance and will apply for 12 months. Interest will be credited to the Fixed Account on a daily basis. We may declare interest rates for different one-year periods. If we do so we will tell you in advance.

RESTRICTION OF PURCHASE PAYMENTS AND TRANSFERS TO THE FIXED ACCOUNT - We reserve the right to restrict Purchase Payments and transfers to the Fixed Account:

. If the effective annual rate of interest that would apply to a new Purchase Payment to the Fixed Account is the Fixed Account Minimum Guaranteed Rate shown on the Contract Schedule; or
. If the Contract's Fixed Account Value equals or exceeds our published maximum for the Fixed Account.

DEFERRAL OF PAYMENTS OR TRANSFERS FROM THE FIXED ACCOUNT - We reserve the right to defer payment for a withdrawal or transfer from the Fixed Account for the period permitted by law but for not more than six (6) months after Notice to us.

III. TRANSFER PROVISIONS - The following is added to the "Transfers During the Accumulation Period" section of the "Transfer Provisions:"

During the Accumulation Period, you can make transfers from the Investment Divisions to the Fixed Account and from the Fixed Account to the Investment Divisions. All transfers are subject to any restrictions or limitations described in the Contract. Transfers will be made on a "last-in first-out" (LIFO) basis.

If a transfer is made from the Fixed Account to the Separate Account, and then within 12 months a transfer is made from the Separate Account to the Fixed Account, this will be treated as the return of the same money (whether or not it really is). Thus, after the transfer to the Fixed Account, it will earn the same interest rate it would have earned had neither transfer ever taken place. Any amounts in excess of the amount originally transferred out of the Fixed Account, and any amounts transferred back to the Fixed Account more than 12 months after the original transfer will be treated as a new Purchase Payment into the Fixed Account and will earn the current interest rate for new Purchase Payments.

IV. ANNUITY PROVISIONS- The following is added to the "Income Payments" section of the "Annuity Provisions":

Unless you specify otherwise, if all of your Account Balance on the Annuity Calculation Date is allocated to the Fixed Account, you will be paid Fixed Income Payments. If all of your Account Balance on this date is allocated to the Separate Account, you will be paid Variable Income Payments. If your Account Balance on this date is allocated to both the Fixed Account and the Separate Account, you will be paid as a combination of Fixed Income Payments and Variable Income Payments calculated based on the proportionate value allocated to each.

V. WITHDRAWAL PROVISIONS - The following is added to the "Withdrawals" section of the "Withdrawal Provisions:"

The portion of Account Balance allocated to the Fixed Account will also be reduced in the ratio that it bears to the total Account Balance unless you specify otherwise in a Notice to us.

Metropolitan Life Insurance Company has caused this Rider to be signed by its Vice-President & Secretary.

/s/ Gwenn L. Carr

Gwenn L. Carr
Vice-President & Secretary

Metropolitan Life Insurance Company

One Madison Avenue
New York, New York 10010

ENHANCED DOLLAR COST AVERAGING RIDER

This Rider forms a part of the Contract to which it is attached, and is effective upon issuance. In the case of a conflict with any provision of the Contract, the provisions of this Rider will control.

This Rider amends the Contract as follows:

The following provisions are added to the Contract:

ENHANCED DOLLAR COST AVERAGING

Prior to the Annuity Date, you may allocate Purchase Payments to an Enhanced Dollar Cost Averaging Account (EDCA Account) that is backed by our General Account. If you request to participate in the Enhanced Dollar Cost Averaging program, we will open an EDCA Account for you. The EDCA Account will provide for transfers to any of the Investment Divisions of the Separate Account you have chosen based on your choice of a [3, 6 or 12] month period. You may also choose any other time period that we may declare or make transfers to other account options that we may make available under the program. All Purchase Payments applied to this program will be allocated to your EDCA Account. No transfers may be made into your EDCA Account. You can have only one dollar cost averaging program at any given time subject to the Company's then current EDCA rules and minimums.

Under the Enhanced Dollar Cost Averaging program, a specified dollar amount of Account Balance will be transferred on a monthly basis from your EDCA Account to the Investment Divisions you have chosen. The initial dollar amount transferred will be equal to the initial amount allocated to your EDCAyour EDCA Account divided by the number of months in the time period you choose.

The first transfer will be made on the date the Purchase Payment is allocated to the EDCA Account. However, transfers, transfers will be made on the 1/st/ day of the following month whenever a Purchase Payment is allocated on the 29/th/, 30/th/ or 31/st/ day of a month. Subsequent transfers will be made each month thereafter on the same day. If such a day is not a Business Day the transfer will take place on the next Business Day. Transfers will continue on a monthly basis until all amounts are transferred from the EDCA Account. Your EDCA Account will terminate as of the date of the last transfer.

The interest rate earned on your EDCA Account will be the Fixed Account Minimum Guaranteed Interest Rate, plus any additional interest, which we may declare from time to time.

You may allocate subsequent Purchase Payments to your existing EDCA Account subject to the Company's then current EDCA rules and minimums The allocation of a subsequent Purchase Payment to your existing EDCA Account increases the dollar amount transferred out of your EDCA Account each month. We determine the increase in your monthly dollar amount by dividing your new allocation by the number of months in the original time period you chose. Your existing transfer amount is then increased by this amount to determine the total new dollar amount to be transferred out of your EDCA Account each month. Since transfers from your EDCA Account are made on a First-In-First-Out (FIFO) basis, the time period over which a given Purchase Payment (and interest credited thereon) is transferred will be accelerated as a result of the allocation of a subsequent Purchase Payment to an existing EDCA. Each allocation of a subsequent Purchase Payment will earn interest at the then-current interest rate applied to new allocations to an EDCA Account of the same monthly term.

If you terminate your participation in this program, all money remaining in the EDCA Account will be transferred to the Fixed Account and will receive the rate being credited on new purchase payments at that time, unless you specify otherwise.

Metropolitan Life Insurance Company has caused this Rider to be signed by its Vice-President & Secretary.

/s/ Gwenn L. Carr

Gwenn L. Carr
Vice-President & Secretary

ML-510 (07/01)

Metropolitan Life Insurance Company

One Madison Avenue
New York, New York 10010

THREE MONTH MARKET ENTRY RIDER

This Rider forms a part of the Contract to which it is attached, and is effective upon issuance. In the case of a conflict with any provision of the Contract, the provisions of this Rider will control. This Rider amends the Contract as follows:

The following provisions are added to the Contract:

THREE MONTH MARKET ENTRY

Prior to the Annuity Date, you may allocate Purchase Payments to a Three Month Market Entry Account ("TMME Account") that is backed by our General Account, subject to the Company's then current TMME rules and minimums. If you request to participate in the Three Month Market Entry program, we will open a TMME Account for you. The TMME Account will provide for transfers to any of the Subaccounts of the Separate Account that you have chosen based on a 3 month period. You may also choose any other time period that we may declare or make transfers to other account options that we may make available under the program. All Purchase Payments applied to this program will be allocated to your TMME Account. No transfers may be made into your TMME Account. You can have only one dollar cost averaging program at any given time.

Under the Three Month Market Entry program, a specified dollar amount of your Contract Value will be transferred on a monthly basis from your TMME Account to the Subaccounts you have chosen. The initial dollar amount transferred will be equal to the initial amount allocated to your TMME Account divided by the number of months in the time period you chose.

The first transfer will be made on the date the Purchase Payment is allocated to the TMME Account. Subsequent transfers will be made each month thereafter on the same day. However, transfers will be made on the 1/st/ day of the following month whenever a Purchase Payment is allocated on the 29/th/, 30/th/ or 31/st/ day of a month. If such a day is not a Business Day the transfer will take place on the next Business Day. Transfers will continue on a monthly basis until all amounts are transferred from the TMME Account. Your TMME Account will terminate as of the date of the last transfer.

The interest rate earned on your TMME Account will be the Fixed Account Minimum Guaranteed Interest Rate, plus any additional interest, which we may declare from time to time.

You may allocate subsequent Purchase Payments to your existing TMME Account The allocation of a subsequent Purchase Payment to your existing TMME Account increases the dollar amount transferred out of your TMME Account each month. We determine the increase in your monthly dollar amount by dividing your new allocation by the number of months in the original time period you chose. Your existing transfer amount is then increased by this amount to determine the total new dollar amount to be transferred out of your TMME each month. Since transfers from your TMME Account are made on a First-In-First-Out (FIFO) basis, the time period over which a given Purchase Payment (and interest credited thereon) is accelerated as a result of the allocation of a subsequent Purchase Payment to an existing TMME. Each allocation of a subsequent Purchase Payment will earn interest at the then-current interest rate applied to new allocations to a TMME Account of the same monthly term.

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If you terminate your participation in this program, all money remaining in the TMME Account will be transferred to a Money Market Subaccount unless you specify otherwise.

Metropolitan Life Insurance Company has caused this Rider to be signed by its Vice-President & Secretary.

/s/ Gwenn L. Carr

Gwenn L. Carr
Vice-President & Secretary

ML-520 (07/01)

Metropolitan Life Insurance Company

One Madison Avenue
New York, New York 10010

DEATH BENEFIT RIDER [GREATER OF RETURN OF PURCHASE PAYMENTS/ 5/TH/ STEP-UP]

This Rider forms a part of the Contract to which it is attached and is effective upon issuance. In case of a conflict with any provision in the Contract, the provisions of this Rider will control. The provisions of this Rider will remain part of the Contract until the Contract terminates. This Rider amends the Contract as follows:

DEATH BENEFIT PROVISIONS

The following replaces the "Death Benefit Amount During the Accumulation Period" section of the "Death Benefit Provisions:"

DEATH BENEFIT AMOUNT DURING THE ACCUMULATION PERIOD -
The "Death Benefit Amount" will be the greater of:

1) the Account Balance;

2) total Purchase Payments, reduced proportionately by the Percentage Reduction in Account Balance attributable to each partial withdrawal; or

3) <u>Highest 5/th/ Anniversary Value</u>: On the Issue Date we set this value equal to your initial Purchase Payment. We increase this value by any Purchase Payments made and reduce it proportionately by the Percentage Reduction in Account Balance attributable to any partial withdrawals taken. On every 5/th/ Contract Anniversary prior to the Owner's (or Oldest Joint Owner's) 81st birthday, we compare this value to the current Account Balance and we set the Highest 5/th/ Anniversary Value equal to the higher amount.

However, if the Owner is a natural person and you change the Owner to someone other than your spouse during the Accumulation Period, the Death Benefit Amount payable when such new Owner dies will be the greater of:

1) the Account Balance;

2) the Account Balance as of the effective date of the change of Owner, increased by any Purchase Payments made after that date and reduced proportionately by the Percentage Reduction in Account Balance attributable to any partial withdrawals taken after that date; or

3) <u>Highest 5/th/ Anniversary Value after an Owner change</u>: After an Owner change, we set this value equal to the Account Balance as of the effective date of the Owner change. We increase this value by subsequent Purchase Payments made and reduce it proportionately by the Percentage Reduction in Account Balance attributable to subsequent partial withdrawals taken. On every 5/th/ Contract Anniversary prior to the new Owner's (or Oldest Joint Owner's) 81st birthday, we compare this value to the current Account Balance and we set the Highest 5/th/ Anniversary Value equal to the higher amount.

In addition, if the Contract is continued under the Spousal Continuation During Accumulation Period option, the Death Benefit Amount payable when the continuing spouse dies will be the greater of:

1) the Account Balance;

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2) the Account Balance under the continued Contract as of the date it is adjusted for the Spousal Continuation, increased by any Purchase Payments made after that date and reduced proportionately by the

Percentage Reduction in Account Balance attributable to any partial withdrawals taken after that date, or

3) Highest 5/th/ Anniversary Value under a Spousal Continuation: Under a Spousal Continuation of the Contract, we set this value equal to the Account Balance under the continued Contract as of the date it is adjusted for the Spousal Continuation. We increase this value by subsequent Purchase Payments made and reduce it proportionately by the Percentage Reduction in Account Balance attributable to subsequent partial withdrawals taken. On every 5/th/ Contract Anniversary prior to the continuing spouse's 81st birthday, we compare this value to the current Account Balance and we set the Highest 5/th/ Anniversary Value equal to the higher amount.

We compute the Percentage Reduction in Account Balance attributable to a partial withdrawal by dividing the dollar amount of the withdrawal plus any applicable Withdrawal Charges by the Account Balance immediately preceding such withdrawal. When we reduce a value proportionately by the Percentage Reduction in Account Balance attributable to a partial withdrawal we multiply that value by 1 minus the Percentage Reduction.

The Death Benefit Amount is determined as of the end of the Business Day on which we have received Notice of both due proof of death and the first acceptable election for the payment method. Any excess of the Death Benefit Amount over the Account Balance will be allocated to each applicable Investment Division (and/or other account option included by Rider) in the ratio that the portion of the Account Balance in such Investment Division (and/or other account) bears to the total Account Balance. If the death benefit is not paid immediately in a lump sum, any portion of the Death Benefit Amount in the Separate Account remains in the Separate Account until distribution begins. From the time the death benefit is determined until complete distribution is made, any amount in the Separate Account will be subject to investment risk. This risk is borne by the Beneficiary (ies).

The following replaces the "Beneficiary Continuation Options During Accumulation Period -Spousal Continuation During Accumulation Period" section of the "Death Benefit Provisions:"

SPOUSAL CONTINUATION DURING ACCUMULATION PERIOD - If the Owner dies during the Accumulation Period and the Beneficiary is his or her spouse, the Beneficiary may choose to continue the Contract in his or her own name and exercise all the Owner's rights under the Contract. The Account Balance under the continued Contract will be adjusted to an amount equal to the Death Benefit Amount that would have been payable at the Owner's death. Any excess of the Death Benefit Amount over the Account Balance will be allocated to each applicable Investment Division (and/or other account option included by Rider) in the ratio that the portion of the Account Balance in a Investment Division (and/or other account) bears to the total Account Balance.

Metropolitan Life Insurance Company has caused this Rider to be signed by its Vice-President & Secretary.

/s/ Gwenn L. Carr

Gwenn L. Carr
Vice-President & Secretary

ML-530 (07/01)

Metropolitan Life Insurance Company

One Madison Avenue
New York, New York 10010

DEATH BENEFIT RIDER [- GREATER OF ANNUAL STEP-UP OR 5% ANNUAL INCREASE]

This Rider forms a part of the Contract to which it is attached and is effective upon issuance. In case of a conflict with any provision in the Contract, the provisions of this Rider will control. Your election of this Rider is irrevocable and its provisions will remain part of the Contract until the Contract terminates. This Rider amends the Contract as follows:

DEATH BENEFIT PROVISIONS

The following replaces the "Death Benefit Amount During The Accumulation Period" section of the "Death Benefit Provisions:"

DEATH BENEFIT AMOUNT DURING THE ACCUMULATION PERIOD -
The "Death Benefit Amount" will be the greater of:

1) the Account Balance; or

2) the Enhanced Death Benefit, which is the greater of (a) or (b):

    a) Highest Anniversary Value: On the Issue Date we set this value equal to your initial Purchase Payment. During each Contract Year, we increase this value by any Purchase Payments made and reduce it proportionately by the Percentage Reduction in Account Balance attributable to any partial withdrawals taken. On every Contract Anniversary prior to the Owner's (or Oldest Joint Owner's) 81st birthday, we compare this value to the current Account Balance and we set the Highest Anniversary Value equal to the higher amount.

    b) Annual Increase Amount: On the Issue Date, we set the Annual Increase Amount equal to your initial Purchase Payment. After that date, the Annual Increase Amount is equal to:

        i) the sum total of each Purchase Payment accumulated at the Annual Increase Accumulation Rate from the date the Purchase Payment is made; less

        ii) the sum total of each Withdrawal Adjustment for each partial withdrawal accumulated at the Annual Increase Accumulation Rate from the date of withdrawal.

However, if the Owner is a natural person and you change the Owner to someone other than your spouse during the Accumulation Period, the Death Benefit Amount payable when such new Owner dies will be the greater of:

1) the Account Balance; or

2) the Enhanced Death Benefit after an Owner change, which is the greater of (a) or (b):

    a) Highest Anniversary Value after an Owner change: After an Owner change we set this value equal to the Account Balance as of the effective date of the Owner change. During each subsequent Contract Year, we increase this value by any Purchase Payments made and reduce it proportionately by the Percentage Reduction in Account Balance attributable to any partial withdrawals taken. On every Contract Anniversary prior to the new Owner's (or Oldest Joint Owner's) 81st birthday, we compare this value to the current Account Balance and we set the Highest Anniversary Value equal to the higher amount.

    b) Annual Increase Amount after an Owner change: After an Owner change, we set the Annual Increase Amount equal to the Account Balance as of the effective date of the Owner change. After that date, the Annual Increase Amount is equal to:

        i) the sum total of the Account Balance as of the effective date of the Owner change accumulated at the Annual Increase Accumulation Rate from that date and each Purchase Payment made after the effective date of the Owner change accumulated at the Annual Increase Accumulation Rate from the date such Purchase Payment is made; less

        ii) the sum total of each Withdrawal Adjustment for each partial withdrawal taken after the effective date of the Owner change accumulated at the Annual Increase Accumulation Rate from the date of withdrawal.

In addition, if the Contract is continued under the Spousal Continuation During Accumulation Period option, the Death Benefit Amount payable upon the continuing spouse's death will be the greater of:

1) the Account Balance; or

2) the Enhanced Death Benefit under a Spousal Continuation, which is the greater of (a) or (b):

a) Highest Anniversary Value under a Spousal Continuation: Under a Spousal Continuation of the Contract, we set this value equal to the Account Balance under the continued Contract as of the date it is adjusted for Spousal Continuation. During each subsequent Contract Year, we increase this value by any Purchase Payments made and reduce it proportionately by the Percentage Reduction in Account Balance attributable to any partial withdrawals taken. On every Contract Anniversary prior to the continuing spouse's 81st birthday, we compare this value to the current Account Balance and we set the Highest Anniversary Value equal to the higher amount.

b) Annual Increase Amount under a Spousal Continuation: Under a Spousal Continuation we set the Annual Increase Amount equal to the Account Balance under the continued Contract as of the date it is adjusted for Spousal Continuation. After that date, the Annual Increase Amount is equal to:

   i) the sum total of the Account Balance under the continued Contract as of the date it is adjusted for Spousal Continuation accumulated at the Annual Increase Accumulation Rate from that date and each Purchase Payment made after that date accumulated at the Annual Increase Accumulation Rate from the date such Purchase Payment is made; less

   ii) the sum total of each Withdrawal Adjustment for each partial withdrawal taken after the date the Account Balance is adjusted for Spousal Continuation accumulated at the Annual Increase Accumulation Rate from the date of withdrawal.

We compute the Percentage Reduction in Account Balance attributable to a partial withdrawal by dividing the dollar amount of the withdrawal plus any applicable Withdrawal Charges by the Account Balance immediately preceding such withdrawal. When we calculate a value reduced proportionately by the Percentage Reduction in Account Balance attributable to a partial withdrawal, we multiply the value immediately preceding the withdrawal by 1 minus the Percentage Reduction.

The Annual Increase Accumulation Rate is 5% per year through the earlier of the calculation date for the Death Benefit Amount or the Contract Anniversary immediately preceding the Owner's (or Oldest Joint Owner's) 81/st/ birthday. No accumulation rate will be applied after the Contract Anniversary immediately preceding the Owner's (or Oldest Joint Owner's) 81/st/ birthday.

The Withdrawal Adjustment for a partial withdrawal equals the value of the Annual Increase Amount immediately prior to such withdrawal multiplied by the Percentage Reduction in Account Balance attributable to that withdrawal.

The Death Benefit Amount is determined as of the end of the Business Day on which we have received Notice of both due proof of death and the first acceptable election for the payment method. Any excess of the Death Benefit Amount over the Account Balance will be allocated to each applicable Investment Division (and/or other account option included by Rider) in the ratio that the portion of the Account Balance in a Investment Division (and/or other account) bears to the total Account Value. If the death benefit is not paid immediately in a lump sum, any portion of the Death Benefit Amount in the Separate Account remains in the Separate Account until distribution begins. From the time the death benefit is determined until complete distribution is made, any amount in the Separate Account will be subject to investment risk. This risk is borne by the Beneficiary(ies).

ML-540 (07/01)

The following replaces the "Beneficiary Continuation Options During Accumulation Period - Spousal Continuation During the Accumulation Period" section of the "Death Benefit Provisions:"

The charge for this Rider is reflected on the Contract Schedule.

SPOUSAL CONTINUATION DURING THE ACCUMULATION PERIOD -
If the Owner dies during the Accumulation Period and the Beneficiary is his or her spouse, the Beneficiary may choose to continue the Contract in his or her own name and exercise all the Owner's rights under the Contract. The Account Balance under the continued Contract will be adjusted to an amount equal to the Death Benefit Amount that would have been payable at the Owner's death. Any excess of the Death Benefit Amount over the Account Balance will be allocated to each applicable Investment Division (and/or other account included by Rider) in the ratio that the portion of the Account Balance in such Investment Division (and/or other account) bears to the total Account Value.

Metropolitan Life Insurance Company has caused this Rider to be signed by its Vice-President & Secretary.

/s/ Gwenn L. Carr

Gwenn L. Carr
Vice-President & Secretary

ML-540 (07/01)

Metropolitan Life Insurance Company

One Madison Avenue
New York, New York 10010

DEATH BENEFIT RIDER [- ANNUAL STEP-UP]

This Rider forms a part of the Contract to which it is attached and is effective upon issuance. In case of a conflict with any provision in the Contract, the provisions of this Rider will control. Your election of this Rider is irrevocable and its provisions will remain part of the Contract until the Contract terminates. This Rider amends the Contract as follows:

DEATH BENEFIT PROVISIONS

The following replaces the "Death Benefit Amount During The Accumulation Period" section of the "Death Benefit Provisions:"

DEATH BENEFIT AMOUNT DURING THE ACCUMULATION PERIOD
The "Death Benefit Amount" will be the greater of:

a) the Account Balance; or

b) Highest Anniversary Value: On the Issue Date we set this value equal to your initial Purchase Payment. During each Contract Year, we increase this value by any Purchase Payments made and reduce it proportionately by the Percentage Reduction in Account Balance attributable to any partial withdrawals taken. On every Contract Anniversary prior to the Owner's (or Oldest Joint Owner's) 81st birthday, we compare this value to the current Account Balance and we set the Highest Anniversary Value equal to the higher amount.

However, if the Owner is a natural person and you change the Owner to someone other than your spouse during the Accumulation Period, the Death Benefit Amount payable when such new Owner dies will be the greater of:

a) the Account Balance; or

b) Highest Anniversary Value after an Owner change: After an Owner change, we set this value equal to the Account Balance as of the effective date of the Owner change. During each subsequent Contract Year, we increase this value by any Purchase Payments made and reduce it proportionately by the Percentage Reduction in Account Balance attributable to any partial withdrawals taken. On every Contract Anniversary prior to the new Owner's (or Oldest Joint Owner's) 81st birthday, we compare this value to the current Account Balance and we set the Highest Anniversary Value equal to the higher amount.

In addition, if the Contract is continued under the Spousal Continuation During Accumulation Period option the Death Benefit Amount payable upon the continuing spouse's death will be the greater of:

a) the Account Balance; or

b) Highest Anniversary Value under a Spousal Continuation: Under a Spousal Continuation of the Contract, we set this value equal to the Account Balance under the continued Contract as of the date it is adjusted for the Spousal Continuation. During each subsequent Contract Year, we increase this value by any Purchase Payments made and reduce it proportionately by the Percentage Reduction in Account Balance attributable to any partial withdrawals taken. On every Contract Anniversary prior to the continuing spouse's 81st birthday, we compare this value to the current Account Balance and we set the Highest

Anniversary Value equal to the higher amount.

ML-550 (07/01)

We compute the Percentage Reduction in Account Balance attributable to a partial withdrawal by dividing the dollar amount of the withdrawal plus any applicable Withdrawal Charges by the Account Balance immediately preceding such withdrawal. When we reduce a value proportionately by the Percentage Reduction in Account Balance attributable to a partial withdrawal we multiply that value by 1 minus the Percentage Reduction.

The Death Benefit Amount is determined as of the end of the Business Day on which we have received Notice of both due proof of death and the first acceptable election for the payment method. Any excess of the Death Benefit Amount over the Account Balance will be allocated to each applicable Investment Division (and/or other account option included by Rider) in the ratio that the portion of the Account Balance in such Investment Division (and/or other account) bears to the total Account Balance. If the death benefit is not paid immediately in a lump sum, any portion of the Death Benefit Amount in the Separate Account remains in the Separate Account until distribution begins. From the time the death benefit is determined until complete distribution is made, any amount in the Separate Account will be subject to investment risk. This risk is borne by the Beneficiary(ies).

The following replaces the "Beneficiary Continuation Options During Accumulation Period - Spousal Continuation During the Accumulation Period" section of the "Death Benefit Provisions:"

SPOUSAL CONTINUATION DURING THE ACCUMULATION PERIOD

If the Owner dies during the Accumulation Period and the Beneficiary is his or her spouse, the Beneficiary may choose to continue the Contract in his or her own name and exercise all the Owner's rights under the Contract. The Account Balance under the continued Contract will be adjusted to an amount equal to the Death Benefit Amount that would have been payable at the Owner's death. Any excess of the Death Benefit Amount over the Account Balance will be allocated to each applicable Investment Division (and/or other account option included by Rider) in the ratio that the portion of the Account Balance in a Investment Division (and/or other account) bears to the total Account Balance.

The charge for this Rider is reflected on the Contract Schedule.

Metropolitan Life Insurance Company has caused this Rider to be signed by its Vice-President & Secretary.

/s/ Gwenn L. Carr

Gwenn L. Carr
Vice-President & Secretary

ML-550 (07/01)

Metropolitan Life Insurance Company

One Madison Avenue
New York, New York 10010

GUARANTEED MINIMUM INCOME BENEFIT RIDER [-LIVING BENEFIT]

This Rider forms a part of the Contract to which it is attached and is effective upon issuance. In the case of a conflict with any provision of the Contract, the provisions of this Rider will control. Your election of this Rider is irrevocable and its provisions will remain part of the Contract until terminated in accordance with the provisions below. This Rider amends the Contract as follows:

The following is added to the "Annuity Provisions" section:

GUARANTEED MINIMUM INCOME BENEFIT

We guarantee that your minimum monthly Fixed Income Payment will not be less than the Guaranteed Minimum Income Benefit (GMIB) Payment (less any applicable charges and fees as described in the Contract Schedule or any Rider) provided you meet the eligibility requirements below. If a higher Fixed Income Payment results from applying your total Adjusted Account Balance to the then current Fixed Annuity rates applicable to this class of contracts, we will pay you the greater payment.

At the Annuity Calculation Date, the GMIB Payment will be determined by applying the Income Base to the GMIB Annuity Table. In calculating the GMIB, any Withdrawal Charges that would have applied if you had made a full cash withdrawal of your Account Balance will be deducted from the Income Base. We reserve the right to reduce the Income Base for any Premium and Other Taxes that may apply.

Income Base
The Income Base is the greater of (a) or (b):

a) Highest Anniversary Value: On the Issue Date we set this value equal to your initial Purchase Payment. During each Contract Year we increase this value by any Purchase Payments made and reduce it proportionately by the Percentage Reduction in Account Balance attributable to any partial withdrawals taken. On every Contract Anniversary prior to the Owner's (or Oldest Joint Owner's) 81st birthday, we compare this value to the current Account Balance and we set the Highest Anniversary Value equal to the higher amount.

b) Annual Increase Amount: On the Issue Date we set this amount equal to your initial Purchase Payment. After the Issue Date, this amount will equal:

   i) The sum total of each Purchase Payment accumulated at the Annual Increase Accumulation Rate from the date the Purchase Payment is made, less

   ii) The sum total of each Withdrawal Adjustment for any partial withdrawal accumulated at the Annual Increase Accumulation Rate from the date of withdrawal (except as indicated).

We compute the Percentage Reduction in Account Balance attributable to a partial withdrawal by dividing the dollar amount of the withdrawal plus any applicable Withdrawal Charges by the Account Balance immediately preceding such withdrawal. When we reduce a value proportionately by the Percentage Reduction in Account Balance attributable to a partial withdrawal we multiply that value by 1 minus the Percentage Reduction.

The Annual Increase Accumulation Rate is 6% per year through the earlier of the Annuity Calculation Date or the Contract Anniversary immediately preceding the Owner's (or Oldest Joint Owner's) 81/st/ birthday. No accumulation rate will be applied after the Contract Anniversary immediately preceding the Owner's (or Oldest Joint Owner's) 81/st/ birthday. For purposes of calculating the Annual Increase Amount when the GMIB Rider charge is assessed, the Annual Increase Accumulation Rate will be applied through the end of the prior Contract Year.

The Withdrawal Adjustment for any partial withdrawal in a Contract Year equals the Annual Increase Amount immediately prior to the withdrawal multiplied by the Percentage Reduction in Account Balance attributable to that partial withdrawal. However, if total partial withdrawals in a Contract Year are 6% or less of the Annual Increase Amount on the previous Contract Anniversary, the total Withdrawal Adjustments for that Contract Year will be set equal to the dollar amount of total partial withdrawals in that Contract Year and treated as a single withdrawal at the end of that Contract Year.

GMIB Annuity Table
The GMIB Annuity Table is calculated based the Annuity 2000 Mortality Table with a 7-year age setback with interest of 2.5% per year. The rate applied will depend upon the Annuity Option chosen and the Attained Age and sex of the Annuitant and Joint Annuitant, if applicable.

Eligibility Requirements for the GMIB
You are only eligible to receive GMIB payments if:

1) The Owner is a natural person and the Owner is also the Annuitant. If the Owner is a non-natural person then the Annuitant will be considered the Owner for GMIB purposes. If Joint Owners are named, the age of the oldest will be used to determine the Income Base and GMIB Payment, and

2) You choose to start receiving Fixed Income Payments under one of the following Annuity Options:

a) Life Income with 10 Years Certain. If you choose to start the Annuity Option after age 79, the guaranteed Years Certain component of the Annuity Option is reduced as follows:

Age at Application to the Annuity Option	Guarantee/Years Certain Period
80	9
81	8
82	7
83	6
84 and 85	5

b) Joint and Survivor Life Income with 10 Years Certain, and

3) You choose an Annuity Date that is within

a) 30 days following any Contract Anniversary after your 10/th/ Contract Anniversary, but

b) no more than 30 days after the Contract Anniversary following your 85/th/ birthday.

GMIB Rider Charge
The GMIB Rider charges shown on the Contract Schedule are computed based on the specified percentage and the Income Base at the end of the prior Contract Year. The charge is assessed for the prior Contract Year at each Contract

Anniversary. If you take a full withdrawal or apply any portion of your Adjusted Account Balance to an Annuity Option, a pro rata portion of the Rider charge will be assessed based on the number of days from the last Contract Anniversary to the date of withdrawal/application.

The Rider charge will be deducted from your Account Balance. This deduction will result in the cancellation of Accumulation Units from each applicable Investment Division (and/or reduction of any portion of the Account Balance allocated to any other accounts included by Rider) in the ratio the portion of the Account Balance in such Investment Division (and/or other account) bears to the total Account Balance.

GMIB Termination Provisions
The GMIB Rider Provisions will terminate upon the earliest of:

a) The 30/th/ day following the Contract Anniversary immediately after your 85/th/ birthday;

b) The date you make a full withdrawal of your Account Balance;

c) The date you apply all or any portion of your Adjusted Account Balance to an Annuity Option and you are not eligible to receive GMIB payments;

d) Death of the Owner, or death of the Annuitant if a non-natural person owns the Contract; or

e) Change of the Owner or Joint Owner (or Annuitant if the Owner is a non-natural person), for any reason.

Metropolitan Life Insurance Company has caused this Rider to be signed by its Vice-President & Secretary.

/s/ Glenn L. Carr

Gwenn L. Carr
Vice-President & Secretary

Metropolitan Life Insurance Company

One Madison Avenue
New York, New York 10010

ADDITIONAL DEATH BENEFIT RIDER [- EARNINGS PRESERVATION BENEFIT]

This Rider forms a part of the Contract to which it is attached and is effective upon issuance. In the case of a conflict with any provision in the Contract, the provisions of this Rider will control. Your election of this Rider is irrevocable and its provisions will remain part of the Contract until the Contract terminates. This Rider amends the Contract as follows:

DEATH BENEFIT PROVISIONS

The following is added to the "Death Benefit Provisions:"

ADDITIONAL DEATH BENEFIT DURING THE ACCUMULATION PERIOD - During the Accumulation Period, an Additional Death Benefit will be paid to your Beneficiary (ies) upon your death, the first death of a Joint Owner, or the death of the Annuitant if a non-natural person owns the Contract. If a non-natural person owns the Contract, the Annuitant shall be deemed to be Owner for purposes of determining the Additional Death Benefit. If there are Joint Owners, the age of the oldest will be used to determine the Additional Death Benefit.

Additional Death Benefit Amount
The Additional Death Benefit Amount will be:

Before the Contract Anniversary immediately preceding the Owner's 81st birthday:

1) the difference between;

    a) the Death Benefit Amount payable under the Contract, and

    b) total Purchase Payments not previously withdrawn,

2) multiplied by the ADB Benefit Percentage for the Owner's Issue Age.

On or after the Contract Anniversary immediately preceding the Owner's 81st birthday:

1) the difference between;

    a) the Death Benefit Amount on the Contract Anniversary immediately preceding the Owner's 81st birthday, increased by any Purchase Payments made after that date and reduced proportionately by the Percentage Reduction in Account Balance attributable to any partial withdrawals taken after that date, and

    b) total Purchase Payments not previously withdrawn,

2) multiplied by the ADB Benefit Percentage for the Owner's Issue Age.

We determine your total Purchase Payments not previously withdrawn by deducting partial withdrawals from your Contract in the order described in your Contract Schedule (first against Earnings in the Contract and then against Purchase Payments).

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However, if the Owner is a natural person and you change the Owner to someone other than your spouse during the Accumulation Period, the Additional Death Benefit Amount payable upon the new Owner's death will be:

Before the Contract Anniversary immediately preceding the new Owner's 81st birthday:

1) the difference between;

    (a) the Death Benefit Amount payable under the Contract, and

    (b) total Purchase Payments not previously withdrawn after the

Owner change,

2) multiplied by the ADB Benefit Percentage for the new Owner's age as of the effective date of the change of Owner.

On or after the Contract Anniversary immediately preceding the new Owner's 81st birthday:

1) the difference between;

(a) the Death Benefit Amount on the Contract Anniversary immediately preceding the new Owner's 81st birthday, increased by any Purchase Payments made after that date and reduced proportionately by the Percentage Reduction in Account Balance attributable to any partial withdrawals taken after that date, and

(b) total Purchase Payments not previously withdrawn after the Owner change,

2) multiplied by the ADB Benefit Percentage for the new Owner's age as of the effective date of the change of Owner.

When we calculate total Purchase Payments not previously withdrawn after the Owner change, we ignore any Purchase Payments made before the effective date of the change of Owner and set this value equal to the Account Balance on that date. We increase this value by any subsequent Purchase Payments made and apply any subsequent partial withdrawals first against Earnings credited after that date.

Regardless, if the Contract is continued under the Spousal Continuation During Accumulation Period option and the spouse chooses to continue the Additional Death Benefit provisions so that the Additional Death Benefit is payable upon the continuing spouse's death rather than the Owner's death, the Additional Death Benefit Amount will be:

Before the Contract Anniversary immediately preceding the continuing spouse's 81st birthday:

1) the difference between;

(a) the Death Benefit Amount payable under the Contract, and

(b) total Purchase Payments not previously withdrawn,

2) multiplied by the ADB Benefit Percentage for the deceased Owner's Issue Age.

On or after the Contract Anniversary immediately preceding the continuing spouse's 81st birthday:

1) the difference between;

(a) the Death Benefit Amount on the Contract Anniversary immediately preceding the continuing spouse's 81st birthday, increased by any Purchase Payments made after that date and reduced proportionately by the Percentage Reduction in Account Balance attributable to any partial withdrawals taken after that date, and

(b) total Purchase Payments not previously withdrawn,

2) multiplied by the ADB Benefit Percentage for the deceased Owner's Issue Age.

When we calculate total Purchase Payments not withdrawn under a Spousal Continuation, we treat the continuing spouse the same as the deceased Owner with respect to Purchase Payments made and partial withdrawals taken.

We compute the Percentage Reduction in Account Balance attributable to a partial withdrawal by dividing the dollar amount of the withdrawal plus any applicable Withdrawal Charges by the Account Balance immediately preceding such withdrawal. When we reduce a value proportionately by the Percentage Reduction in Account

Balance attributable to a partial withdrawal we multiply that value by 1 minus the Percentage Reduction.

The Additional Death Benefit Amount is determined as of the end of the Business Day on which we have received Notice of both due proof of death and the first acceptable election for the payment method and treated as a death benefit payable under the Contract. Any excess of the Additional Death Benefit Amount over the Account Balance will be allocated to each applicable Investment Division (and/or other account option included by Rider) in the ratio that the portion of the Account Balance in an Investment Division (and/or other account) bears to the total Account Balance. If the Additional Death Benefit is not paid immediately in a lump sum, any portion of the Additional Death Benefit Amount in the Separate Account remains in the Separate Account until distribution begins. From the time the death benefit is determined until complete distribution is made, any amount in the Separate Account will remain subject to investment risk. This risk is borne by the Beneficiary(ies).

ADB Benefit Percentages
The ADB Benefit Percentages are as follows:

Age	ADB Benefit Percentage
Ages 69 or younger	40%
Ages 70 - 79	25%
Ages 80 and above	0%

Options for Spousal Continuation During the Accumulation Period
If the Owner dies during the Accumulation Period and the Beneficiary who is his or her spouse elects to continue the Contract in his or her name, the Beneficiary has the option of:

1) Continuing the Additional Death Benefit provisions so that the Additional Death Benefit is payable upon the death of the continuing spouse rather than on the death of the Owner, or

2) Discontinuing the Additional Death Benefit provisions and having the Additional Death Benefit Amount that would have been payable at the Owner's death added to the Account Balance. Any excess of the Additional Death Benefit Amount over the Account Balance will be allocated to each applicable Investment Division (and/or other account option included by Rider) in the ratio that the portion of the Account Balance in such Investment Division (and/or other account) bears to the total Account Balance.

The charge for this Rider is shown on the Contract Schedule.

Metropolitan Life Insurance Company has caused this Rider to be signed by its Vice-President & Secretary.

/s/ Gwenn L. Carr

Gwenn L. Carr
Vice-President & Secretary

ML-570 (07/01)

Metropolitan Life Insurance Company

One Madison Avenue
New York, New York 10010

PURCHASE PAYMENT CREDIT RIDER

This Rider forms a part of the Contract to which it is attached and is effective as of the Issue Date. In the case of a conflict with any provision of the Contract, the provisions of this Rider will control. Your election of this Rider is irrevocable and its provisions will remain part of the Contract until the Contract terminates. This Rider amends the Contract as follows:

PURCHASE PAYMENTS PROVISIONS

The following is added to the "Purchase Payments Provisions:"

PURCHASE PAYMENT CREDITS - Each Purchase Payment you make during the first Contract Year will be credited with the Purchase Payment Credit. The amount of the Purchase Payment Credit is described on the Contract Schedule.

If you exercise the "Free Look" provision of the Contract, we will return your Account Balance less the Adjusted Purchase Payment Credit. The Adjusted Purchase Payment Credit is equal to the lesser of:

1. The portion of the Account Balance that is attributable to any Purchase Payment Credit, or

2. The total of Purchase Payment Credit(s).

The Purchase Payment Credit will be allocated to the Contract in the same proportion that the applicable Purchase Payment is allocated.

All Purchase Payment Credits will be treated as Earnings under the Contract.

Metropolitan Life Insurance Company has caused this Rider to be signed by its Vice-President & Secretary.

/s/ Gwenn L. Carr

Gwenn L. Carr
Vice-President & Secretary

ML-580 (07/01)

Metropolitan Life Insurance Company

One Madison Avenue
New York, New York 10010

UNISEX ANNUITY RATES RIDER

This Rider forms a part of the Contract to which it is attached for use in connection with a retirement plan which receives favorable income tax treatment under Sections 401, 403 or 408 of the Internal Revenue Code, or where required by state law. In the case of a conflict with any provision in the Contract, the provisions of this Rider will control. We may further amend the Contract from time to time to meet any requirements applicable to such plans or laws. The effective date of this Rider is the Issue Date shown on the Contract Schedule. The provisions of the Contract are modified as follows:

1. Deleting any reference to sex;

2. The Contract is further modified by substituting the attached Annuity Rate Tables for the corresponding Annuity Rate Tables in the Tables section of the Contract.

Metropolitan Life Insurance Company has caused this Rider to be signed by its Vice-President & Secretary.

/s/ Gwenn L. Carr

Gwenn L. Carr
Vice-President & Secretary

VE-9 (07/01)

FIXED ANNUITY TABLES AND VARIABLE ANNUITY TABLES

AMOUNT OF FIRST MONTHLY INCOME PAYMENT

PER $1000 OF ACCOUNT BALANCE

Annuitant Only

Option 1: Life Annuity

Attained Age of Annuitant	Unisex
55	3.81
60	4.12
65	4.53
70	5.09
75	5.87
80	6.96
85	8.54

Option 2: Life Annuity with 10 Years of Income Annuity Payments Guaranteed

Attained Age of Annuitant	Unisex
55	3.79
60	4.09
65	4.48
70	4.99
75	5.64
80	6.46
85	7.40

Option 3: Joint and Last Survivor Life Annuity

Age of Joint Annuitant - Unisex

Attained Age of Annuitant - Unisex	10 Years Younger	5 Years Younger	Same Age	5 Years Older	10 Years Older
55	3.23	3.34	3.44	3.53	3.61
60	3.40	3.53	3.66	3.78	3.88
65	3.61	3.78	3.95	4.11	4.25
70	3.88	4.11	4.34	4.56	4.74
75	4.25	4.56	4.87	5.17	5.42
80	4.74	5.17	5.62	6.03	6.38
85	5.42	6.03	6.68	7.27	7.75

Option 4: Joint and Last Survivor Annuity with 10 Years of Income Payments Guaranteed

Age of Joint Annuitant - Unisex

Attained Age of Annuitant - Unisex	10 Years Younger	5 Years Younger	Same Age	5 Years Older	10 Years Older
55	3.23	3.34	3.44	3.53	3.61
60	3.40	3.53	3.66	3.78	3.88
65	3.61	3.78	3.95	4.11	4.24
70	3.88	4.11	4.34	4.55	4.72
75	4.24	4.55	4.86	5.14	5.37
80	4.72	5.14	5.56	5.93	6.20
85	5.37	5.93	6.48	6.92	7.19

Monthly installments for ages not shown will be furnished on request.

VE-9 (07/01)

Metropolitan Life Insurance Company

One Madison Avenue
New York, New York 10010

WAIVER OF WITHDRAWAL CHARGE FOR NURSING HOME OR HOSPITAL CONFINEMENT RIDER

This Rider forms a part of the Contract to which it is attached and is effective as of the Issue Date. In the case of a conflict with any provision in the Contract, the provisions of this Rider will control. This Rider is irrevocable and its provisions will remain part of the Contract until the earlier of the Annuity Date or the date the Contract terminates. This Rider amends the Contract as follows:

The following will be added to the "PURCHASE PAYMENTS" section of the "PURCHASE PAYMENT PROVISIONS:"

If a Withdrawal Charge has been or will be waived for Nursing Home or Hospital Confinement under the terms of this Rider, Purchase Payments can no longer be made under the Contract.

The following provisions are added to the Contract:

WAIVER OF WITHDRAWAL CHARGE FOR NURSING HOME OR HOSPITAL CONFINEMENT

After the first Contract Anniversary, the Withdrawal Charge will be waived upon a withdrawal if:

1. you are confined to a Nursing Home and/or Hospital for at least 90 consecutive days or confined for a total of at least 90 days if there is no more than a 6-month break in the confinement and the confinements are for related causes;

2. the first confinement referred to in (1) above begins on or after the first Contract Anniversary;

3. the withdrawal request and proof satisfactory to us of confinement are received by us at our Administrative Office either while you are confined or within 90 days after such confinement;

4. confinement in a Nursing Home and/or Hospital is prescribed by a Physician and is Medically Necessary;

5. you have been the Owner continuously since the Issue Date, or you are a Spousal Beneficiary who continues the Contract under the Spousal Continuation During Accumulation Period Option; and

6. you were less than the Maximum Nursing Home or Hospital Confinement Rider Issue Age specified on the Contract Schedule on the Issue Date.

In the case of Joint Owners, this Rider applies to either Joint Owner. If the Owner is not a natural person, this Rider applies to the Annuitant provided the Annuitant has continuously been the Annuitant since the Issue Date.

ML-590 (07/01)

DEFINITIONS

Hospital - A facility which:

1. is located in the United States or its territories;

2. is licensed as a hospital by the jurisdiction in which it is located;

3. is supervised by a staff of licensed physicians;

4. provides nursing services 24 hours a day by, or under the supervision of, a registered nurse (R.N.);

5. operates primarily for the care and treatment of sick and injured persons as inpatients for a charge; and

6. has access to medical and diagnostic facilities.

Intermediate Care Facility - A facility which:

1. is located in the United States;

2. is licensed and operated as an Intermediate Care Facility according to the laws of the jurisdiction in which it is located;

3. provides continuous 24 hours a day nursing service by, or under the supervision of, a registered graduate professional nurse (R.N.) or a licensed practical nurse (L.P.N.); and

4. maintains a daily medical record of each patient.

Medically Necessary - Appropriate and consistent with the diagnosis in accord with accepted standards of practice and which could not have been omitted without affecting the individual's condition.

Nursing Home - A facility which is a Skilled Nursing Facility, an Intermediate Care Facility or Residential Care Facility. Nursing Home does not mean:

1. a home for the aged, a community living center or place that primarily provides domiciliary, residency or retirement care; or

2. a place owned or operated by a member of the Owner's immediate family. Immediate family members include the Owner's spouse, children, parents, grandparents, grandchildren, siblings and in-laws.

Physician - Any person duly licensed and legally qualified to diagnose and treat sickness and injuries. A physician must be providing services within the scope of his or her license. A Physician may not be a member of the Owner's immediate family.

Residential Care Facility - A facility which:

1. is located in the United States or its territories;

2. is licensed and operated as a Residential Care Facility according to the laws of the jurisdiction in which it is located; and

3. provides nursing care under the supervision of a registered professional nurse (R.N.).

Skilled Nursing Facility - A facility which:

1. is located in the United States or its territories;

2. is licensed and operated as a skilled Nursing Facility according to the laws of the jurisdiction in which it is located;

3. provides skilled nursing care under the supervision of a licensed physician;

4. provides continuous 24 hours a day nursing services by, or under the supervision of, a registered graduate professional nurse (R.N.); and

5. maintains a daily medical record of each patient.

Metropolitan Life Insurance Company has caused this Rider to be signed by its Vice-President & Secretary.

/s/ Gwenn L. Carr

Gwenn L. Carr
Vice-President & Secretary

Metropolitan Life Insurance Company

One Madison Avenue
New York, New York 10010

WAIVER OF WITHDRAWAL CHARGE FOR TERMINAL ILLNESS RIDER

This Rider forms a part of the Contract to which it is attached and is effective as of the Issue Date. In the case of a conflict with any provision in the Contract, the provisions of this Rider will control. This Rider is irrevocable and its provisions will remain in part of the Contract until the earlier of the Annuity Date or the date the Contract terminates. This Rider amends the Contract as follows:

The following is added to the "PURCHASE PAYMENTS" section of the "PURCHASE PAYMENTS PROVISIONS:"

If a Withdrawal Charge has been or will be waived for Terminal Illness under the terms of this Rider, Purchase Payments can no longer be made under the Contract.

The following provisions are added to the Contract:

WAIVER OF WITHDRAWAL CHARGE FOR TERMINAL ILLNESS

After the first Contract Anniversary, the Withdrawal Charge will be waived upon a withdrawal if:

1. you are terminally ill and not expected to live more than 12 months;

2. a Qualified Physician certifies to your illness and life expectancy;

3. you had not been diagnosed with the terminal illness as of the Issue Date;

4. you have been the Owner continuously since the Issue Date or you are a Spousal Beneficiary who continues the Contract under the Spousal Continuation During Accumulation Period Option; and

5. you were less than the Maximum Terminal Illness Rider Issue Age specified on the Contract Schedule on the Issue Date.

In the case of Joint Owners, this Endorsement Rider applies to either Joint Owner. If the Owner is a not a natural person, this Rider applies to the Annuitant provided the Annuitant has continuously been the Annuitant since the Issue Date.

Qualified Physician is any person duly licensed and legally qualified to diagnose and treat sickness and injuries. A physician must be providing services within the scope of his or her license. A Physician may not be a member of the Owner's immediate family. Immediate family members include the Owner's spouse, children, parents, grandparents, grandchildren, siblings and in-laws.

Metropolitan Life Insurance Company has caused this Rider to be signed by its Vice-President & Secretary.

/s/ Gwenn L. Carr

Gwenn L. Carr
Vice-President & Secretary

ML-595 (07/01)

Metropolitan Life Insurance Company

One Madison Avenue
New York, New York 10010

WAIVER OF WITHDRAWAL CHARGE FOR DISABILITY RIDER

This Rider forms a part of the Contract to which it is attached and is effective as of the Issue Date. In the case of a conflict with any provision in the Contract, the provisions of this Rider will control. This Rider is irrevocable and its provisions will remain in part of the Contract until the earlier of the Annuity Date or the date the Contract terminates. This Rider amends the Contract as follows:

The following is added to the "PURCHASE PAYMENTS" section of the "PURCHASE PAYMENTS PROVISIONS":"

If a Withdrawal Charge has or will be waived for Disability under the terms of this Rider, Purchase Payments can no longer be made under the Contract.

The following is added to the Contract:

WAIVER OF WITHDRAWAL CHARGE FOR DISABILITY

After the first Contract Anniversary, the Withdrawal Charge will be waived upon a withdrawal if:

1. You are less than the Maximum Disability Waiver Attained Age stated on the Contract Schedule, became permanently and totally disabled subsequent to the First Contract Anniversary and are receiving disability benefits from the Social Security Administration;
2. Your Contract is owned by a natural person and you have been the Owner continuously since the Issue Date or you are a Spousal Beneficiary who continues the Contract under the Spousal Continuation During Accumulation Period Option; and

In the case of Joint Owners, this Endorsement Rider applies to either Joint

Owner. If the Owner is a not a natural person, this Rider applies to the Annuitant provided the Annuitant has continuously been the Annuitant since the Issue Date.

Metropolitan Life Insurance Company has caused this Rider to be signed by its Vice-President & Secretary.

/s/ Gwenn L. Carr

Gwenn L. Carr
Vice-President & Secretary

VE-6 (05/01)

Metropolitan Life Insurance Company

One Madison Avenue
New York, New York 10010

INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

This Endorsement forms a part of the Contract to which it is attached. The effective date of this Endorsement is the same as the date of issue shown on the Contract Data Page.

The term "Contract", wherever used herein, shall also mean "Policy".

THE FOLLOWING PROVISIONS APPLY TO A CONTRACT WHICH IS ISSUED ON A QUALIFIED BASIS IF THE APPLICATION INDICATES IT IS TO BE ISSUED UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, ("CODE") SECTION 408. THE PROVISIONS OF THE APPLICABLE QUALIFIED RETIREMENT PLAN TAKE PRECEDENCE OVER THE PROVISIONS OF THIS CONTRACT. IN THE CASE OF A CONFLICT WITH ANY PROVISION IN THE CONTRACT OR ANY OTHER ENDORSEMENTS OR RIDERS, THE PROVISIONS OF THIS ENDORSEMENT WILL CONTROL. THE CONTRACT IS AMENDED AS FOLLOWS:

1. The Owner is the Annuitant.

2. This Contract is not transferable.

3. This Contract, and the benefits under it, cannot be sold, assigned or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose to any person other than to the issuer of the Contract.

4. The Annuitant's entire interest in this Contract is nonforfeitable.

5. This Contract is established for the exclusive benefit of the Annuitant and the Annuitant's beneficiary(ies).

6. Except in the case of a rollover contribution (as permitted by Code sections 402(c), 403(a)(4), 403(b)(8), or 408(d)(3)) or a contribution made in accordance with the terms of a Simplified Employee Pension (SEP) as described in Code Section 408(k), no contributions will be accepted unless they are in cash, and the total of such contributions shall not exceed $2,000 for any taxable year.

7. No contribution will be accepted under a SIMPLE plan established by any employer pursuant to Code Section 408(p). No transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE plan, prior to the expiration of the 2-year period beginning on the date the individual first participated in that employer's SIMPLE plan.

8. Distributions under the annuity payment options in the Contract must commence to be distributed, no later than the first day of April following the calendar year in which the Annuitant attains age 70 1/2 (required beginning date), over (a) the life of the Annuitant, or the lives of the Annuitant and his or her designated beneficiary, or (b) a period certain not extending beyond the life expectancy of the Annuitant, or the joint and last survivor expectancy of the Annuitant and his or her designated beneficiary. Payments must be made in periodic payments at intervals of no longer than one year. In addition, payments must be either non-increasing or they may increase only as provided in Q & A F-3 of Section 1.401(a)(9)-1 of the Proposed Income Tax Regulations.

All distributions made hereunder shall be made in accordance with the requirements of Section 401(a)(9) of the Code, including the incidental death benefit requirements of Section 401(a)(9)(G) of the Code, and the

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regulations thereunder, including the minimum distribution incidental benefit requirement of Section 1.401(a)(9)-2 of the Proposed Income Tax Regulations.

Life expectancy is computed by use of the expected return multiples in Tables V and VI of Section 1.72-9 of the Income Tax Regulations. Life expectancy for distributions under an annuity payment option may not be recalculated.

9. If required distributions are to be made in a form other than one of the annuity payment options contained in the Contract, then the entire value of the Contract will commence to be distributed no later than the first day of April following the calendar year in which the Annuitant attains age 70 1/2 (required beginning date), over (a) the life of the Annuitant, or the lives of the Annuitant and his or her designated beneficiary, or (b) a period certain not extending beyond the life expectancy of the Annuitant, or the joint and last survivor expectancy of the Annuitant and his or her designated beneficiary.

   The amount to be distributed each year, beginning with the first calendar year for which distributions are required and then for each succeeding calendar year, shall not be less than the quotient obtained by dividing. the Annuitant's benefit by the lesser of (1) the applicable life expectancy or (2) if the Annuitant's spouse is not the designated beneficiary, the applicable divisor determined from the table set forth in Q & A-4 or Q & A-5, as applicable, of Section 1.401(a)(9)-2 of the Proposed Income Tax Regulations. Distributions after the death of the Annuitant shall be distributed using the applicable life expectancy as the relevant divisor without regard to Proposed Income Tax Regulation Section 1.401(a)(9)-2.

   Life expectancy is computed by use of the expected return multiples in Tables V and VI of Section 1.72-9 of the Income Tax Regulations. Unless otherwise elected by the Annuitant by the time distributions are required to begin, life expectancies shall be recalculated annually. Such election shall be irrevocable by the Annuitant and shall apply to all subsequent years. The life expectancy of a non-spouse beneficiary may not be recalculated. Instead, life expectancy will be calculated using the attained age of such beneficiary during the calendar year in which the Annuitant attains age 70 1/2, and payments for subsequent years shall be calculated based on such life expectancy reduced by one for each calendar year which has elapsed since the calendar year life expectancy was first calculated.

10. An Annuitant shall be permitted to withdraw the required distribution in any year from another individual retirement account or annuity maintained for the benefit of the Annuitant in accordance with Notice 88-38. The Annuitant shall be responsible in such instance for determining whether the minimum distribution requirements are met, and the Company shall have no responsibility for such determination.

11. If the Annuitant dies after distribution of benefits has commenced, the remaining portion of such interest will continue to be distributed at least as rapidly as under the method of distribution being used prior to the Annuitant's death or as otherwise allowed under Code Section 401(a)(9) and the regulations thereunder. If the Annuitant dies before distribution of benefits commences, the entire amount payable to the beneficiary will be distributed no later than December 31 of the calendar year which contains the fifth anniversary of the date of the Annuitant's death except to the extent that an election is made to receive distributions in accordance with (i), (ii) or (iii) below:

    (i) if any portion of the Contract proceeds is payable to a designated beneficiary, distributions may be made in installments over the life or over a period not extending beyond the life expectancy of the designated beneficiary commencing no later than December 31 of the calendar year immediately following the calendar year in which the Annuitant died;

    (ii) if the designated beneficiary is the Annuitant's surviving spouse, and benefits are to be distributed in accordance with (i) above, distributions must begin on or before the later of (a) December 31 of the calendar year immediately following the calendar year in which the

Annuitant died or (b) December 31 of the calendar year in which the Annuitant would have attained age 70 1/2;

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(iii) if the designated beneficiary is the Annuitant's surviving spouse, the spouse may treat the Contract as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a regular IRA contribution to the Contract, makes a rollover to or from such Contract, or fails to elect any of the above provisions.

Life expectancy is computed by use of the expected return multiples in Tables V and VI of Section 1.72-9 of the Income Tax Regulations. For purposes of distributions beginning after the Annuitant's death, unless otherwise elected by the surviving spouse by the time distributions are required to begin, life expectancies shall be recalculated annually. Such election shall be irrevocable by the surviving spouse and shall apply to all subsequent years. In the case of any other designated beneficiary, life expectancies shall be calculated using the attained age of such beneficiary during the calendar year in which distributions are required to begin pursuant to this section, and payments for any subsequent calendar year shall be calculated based on such life expectancy reduced by one for each calendar year which has elapsed since the calendar year life expectancy was first calculated. Life expectancy for distributions under an annuity payment option in the Contract may not be recalculated.

Distributions under this section are considered to have begun if distributions are made on account of the individual reaching his or her required beginning date or if prior to the required beginning date distributions irrevocably commence to an individual over a period permitted and in an annuity form acceptable under Section 1.401(a)(9)-2 of the Proposed Income Tax Regulations.

12. The Company shall furnish annual calendar year reports concerning the status of the annuity.

13. Any reference or restrictions, limitations or requirements in the Contract regarding misstatement of sex or proof of sex is hereby deleted.

14. The Company may at its option either accept additional future payments or terminate the Contract by a lump sum payment of the then present value of the paid up benefit if no premiums have been received for two full consecutive Contract years and the paid up annuity benefit at maturity would be less than $20 per month.

All other terms and conditions of the Contract remain unchanged.

Metropolitan Life Insurance Company has caused this Rider to be signed by its Vice-President & Secretary.

/s/ Gwenn L. Carr

Gwenn L. Carr
Vice-President & Secretary

ML-408 (07/01)

Metropolitan Life Insurance Company

One Madison Avenue
New York, New York 10010

ROTH INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

This Endorsement forms a part of the Contract to which it is attached. The effective date of this Endorsement is the same as the issue date of the Contract. The following provisions apply to a Contract which is issued as a Roth IRA under the Internal Revenue Code of 1986, as amended, ("Code") Section 408A. In the case of a conflict with any provisions in the Contract and any other Endorsements or Riders, the provisions of this Endorsement will control. The Contract is amended as follows:

1. The Owner is the Annuitant.

2. This Contract is not transferable.

3. This Contract, and the benefits under it, cannot be sold, assigned or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose to any person other than to the issuer of the Contract.

4. The Owner's entire interest in this Contract is nonforfeitable.

5. This Contract is established for the exclusive benefit of the Owner and the Owner's Beneficiary(ies).

6. Purchase Payments -

   a) Maximum permissible amount. Except in the case of a qualified rollover contribution or a re-characterization (as defined in (e) below), no Purchase Payment will be accepted unless it is in cash and the total of such contributions to all the Owner's Roth IRAs for a taxable year does not exceed $2,000, or the Owner's compensation, if less, for that taxable year. The contribution described in the previous sentence that may not exceed the lesser of $2,000 or the Owner's compensation is referred to as a "regular contribution." A "qualified rollover contribution" is a rollover contribution that meets the requirements of section 408(d)(3) of the Code, except the one-rollover-per-year rule of section 408(d)(3)(B) does not apply if the rollover contribution is from an IRA other than a Roth IRA (a "non-Roth IRA"). Purchase Payments may be limited under (b) through (d) below.

   b) Regular contribution limit. If (i) and/or (ii) below apply, the maximum regular contribution that can be made to all the Owner's Roth IRAs for a taxable year is the smaller amount determined under (i) or (ii).

      (i) The maximum regular contribution is phased out ratably between certain levels of modified adjusted gross income ("modified AGI," defined in (f) below) in accordance with the following table:

<TABLE>
<CAPTION>

Filing Status	Full Contribution	Phase-out Range	No Contribution
		Modified AGI	
<S>	<C>	<C>	<C>
Single or Head of Household	$ 95,000 or less	Between $95,000 and $110,000	$110,000 or more
Joint Return or Qualifying Widow(er)	$ 150,000 or less	Between $150,000 and $160,000	$160,000 or more
Married-Separate Return	$ 0	Between $0 and $10,000	$10,000 or more

</TABLE>

      If the Owner's modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for that taxable year is rounded up to the next multiple of $10 and is not reduced below $200.

      (ii) If the Owner makes regular contributions to both Roth and non-Roth IRAs for a taxable year, the maximum regular contribution that can be made to all the Roth IRAs for that taxable year is reduced by the regular contributions made to the non-Roth IRAs for the taxable year.

   c) Qualified rollover contribution limit. A rollover from a non-Roth IRA cannot be made to this IRA if, for the year the amount is distributed from the non-Roth IRA, (i) the Owner is married and files a separate return, (ii) the Owner is not married and has modified AGI in excess of $100,000 or (iii) the Owner is married and together the Certificate Owner and the Owner's spouse have modified AGI in excess of $100,000. For purposes of the preceding sentence, a husband and wife are not treated as married for a taxable year if they have lived apart at all times during that taxable year and file separate returns for the taxable year.

d) Simple IRA limits. No contributions will be accepted under a SIMPLE IRA Plan established by any employer pursuant to Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA Plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA Plan, prior to the expiration of the 2-year period beginning on the date the Owner first participated in that employer's SIMPLE IRA Plan.

e) Re-characterization. A regular contribution to a non-Roth IRA may be re-characterized pursuant to the rules in section 1.408A-5 of the Proposed Income Tax Regulations as a regular contribution to this IRA, subject to the limits in (b) above.

f) Modified AGI. For purposes of (b) and (c) above, modified AGI for a taxable year is defined in Section 408A(c)(3)(C)(i) and does not include any amount included in adjusted gross income as a result of a rollover from a non-Roth IRA (a "conversion").

No amount is required to be distributed prior to the death of the Owner for whose benefit the Contract was originally established.

8. (a) Upon the death of the Owner, distribution of any remaining benefits shall be completed by December 31 of the calendar year containing the fifth anniversary of the Owner's death except to the extent that an election is made to receive distributions in accordance with (i) or (ii) below:

(i) If the Owner's interest is payable to a designated Beneficiary, than the entire interest of the individual may be distributed over the life or over a period certain not greater than the life expectancy of the designated Beneficiary commencing on or before December 31 of the calendar year immediately following the calendar year in which the individual died.

(ii) If the designated Beneficiary is the Owner's surviving spouse, the date distributions are required to begin in accordance with (i) above shall not be earlier than the later of (A) December 31 of the calendar year immediately following the calendar year in which the individual died or (B) December 31 of the calendar year in which the individual would have attained age 70 1/2 1/2.

(b) If the designated Beneficiary is the individual's surviving spouse, the spouse may elect to treat the Contract as his or her own Roth IRA. This election will be deemed to have been made if such surviving spouse makes a regular contribution to the Contract, makes a rollover to or from such Contract, or fails to take distributions under (a) above.

(c) Payments required under (a)(i) or (a) (ii) above must be made at intervals of no longer than 1 year and must be either non-increasing or increasing as provided in Q&A F-3 of Section 1.401 (a)(9)-1 of the Proposed Income Tax Regulations.

(d) Life expectancy is computed by use of the expected return multiples in Table V of Section 1.72-9 of the Income Tax Regulations. If the designated Beneficiary is the individual's surviving spouse, then, unless otherwise elected by the surviving spouse by the time distributions are required to begin, the surviving spouse's life expectancy shall be recalculated annually. Such election shall be irrevocable by the surviving spouse and shall apply to all subsequent years. In the case of any other designated Beneficiary, life expectancies shall be calculated using the attained age of such Beneficiary during the calendar year in which distribution are required

to begin pursuant to (i) or (ii) above, and payments for any subsequent calendar year shall be calculated based on such life expectancy reduced by one for each calendar year which has elapsed since the calendar year life expectancy was first calculated. Life expectancies shall not be recalculated for payments made under an Annuity Option.

9. Separate records will be maintained for the interest of each Owner and the Company will furnish annual calendar year reports concerning the status of the Contract.

10. The Company may at its option either accept additional future payments or terminate the Contract by a lump sum payment of the then present value of the paid up benefit if no premiums have been received for two full consecutive policy years and the paid up annuity benefit at maturity would be less than $20 per month.

All other terms and conditions of the Contract remain unchanged.

Metropolitan Life Insurance Company has caused this Rider to be signed by its Vice-President & Secretary.

/s/ Gwenn L. Carr

Gwenn L. Carr
Vice-President & Secretary

ML-446 (07/01)

Metropolitan Life Insurance Company

One Madison Avenue
New York, New York 10010

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401 PLAN ENDORSEMENT

This Endorsement forms a part of the Contract to which it is attached. The effective date of this Endorsement is the issue date of the Contract. The following provisions apply to a Contract which is issued under a plan qualified under the Internal Revenue Code of 1986, as amended, ("Code") Section 401 (the "Plan"). In the case of a conflict with any provision in the Contract and any other Endorsements or Riders, the provisions of this Endorsement will control. The Contract is amended as follows:

1. The Annuitant of this Contract will be the applicable Participant under the Plan and the Owner of this Contract will be as designated in the Plan.

2. This Contract and the benefits under it, cannot be sold, assigned, transferred, discounted, pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose, or otherwise transferred to any person other than the Company.

3. This Contract shall be subject to the provisions, terms and conditions of the qualified pension or profit-sharing Plan under which the Contract is issued. Any payment, distribution or transfer under this Contract shall comply with the provisions, terms and conditions of such Plan as determined by the Plan administrator, trustee or other designated Plan fiduciary. We shall be under no obligation under or by reason of issuance of this Contract either (a) to determine whether any such payment, distribution or transfer complies with the provisions, terms and conditions of such Plan or with applicable law, or (b) to administer such Plan, including, without limitation, any provisions required by the Retirement Equity Act of 1984.

4. Notwithstanding any provision to the contrary in this Contract or the qualified pension or profit-sharing Plan of which this Contract is a part, we reserve the right to amend or modify this Contract or Endorsement to the extent necessary to comply with any law, regulation, ruling or other requirement deemed by us to be necessary to establish or maintain the qualified status of such pension or profit-sharing Plan.

Metropolitan Life Insurance Company has caused this Rider to be signed by its Vice-President & Secretary.

/s/ Gwenn L. Carr

Gwenn L. Carr
Vice-President & Secretary

Metropolitan Life Insurance Company

One Madison Avenue
New York, New York 10010

TAX SHELTERED ANNUITY ENDORSEMENT

This Endorsement forms a part of the Contract to which it is attached and is effective as of the issue date of the Contract. The following provisions apply to a Contract which is issued under the Internal Revenue Code of 1986, as amended, ("Code") section 403(b). In the case of a conflict with any provision in the Contract and any other Endorsements or Riders, the provisions of this Endorsement will control. The Contract is amended as follows:

1. Owner. The Owner must be either an organization described in section 403(b)(1)(A) of the Code or an individual employee of such an organization. If the Owner is an organization described in section 403(b)(1)(A) of the Code, then the individual employee for whose benefit the organization has established an annuity plan under section 403(b) of the Code must be the Annuitant under the Contract. If the Owner is an employee of an organization described in section 403(b)(1)(A) of the Code, then such employee must be the Annuitant under the Contract.

2. The interest of the Annuitant in the Contract shall be nonforfeitable.

3. Non-transferability. Other than in a transaction with the Company, or as provided below, the interest of the Annuitant under this Contract cannot be transferred, sold, assigned, discounted, or used as collateral for a loan or as security for any other purpose. These requirements shall not apply to a "qualified domestic relations order" (as defined in Code Section 414(p)).

4. Purchase Payments must be made by an organization described in Code section 403(b)(1)(A), except in the case of a rollover contribution under Code sections 403(b)(8) or 408(d)(3), or a nontaxable transfer from another contract qualifying under Code section 403(b) or a custodial account qualifying under Code section 403(b)(7). All Purchase Payments must be made in cash.

   If Purchase Payments are made pursuant to a salary reduction agreement, the maximum contribution when combined with all other plans, contracts or arrangements may not exceed the amount of the limitation provided for in Code section 402(g). Purchase Payments must not exceed the amount allowed by section 415 and section 403(b) of the Code.

5. Distributions During Annuitant's Life. Distributions under this Contract must commence by April 1 of the calendar year following the later of: (a) the calendar year the Annuitant attains age 70 1/2 or (b) the calendar year in which the Annuitant retires. Payments shall be made over: (a) the life of the Annuitant or the lives of the Annuitant and his or her designated Beneficiary (within the meaning of Section 401(a)(9) of the Code); or (b) a period certain not extending beyond the life expectancy of the Annuitant or the joint and last survivor expectancy of the Annuitant and his or her designated Beneficiary.

   If payments under an Annuity Option in the Contract are to be made for a definite or fixed period, said period cannot, at the time payments are to commence, exceed the life expectancy of the Annuitant or, if applicable, the joint and last survivor expectancy of the Annuitant and a designated Beneficiary, nor may it exceed the applicable maximum period under Section 1.401(a)(9)-2 of the Proposed Income Tax Regulations.

   Payments must be made in periodic payments at intervals of no longer than one year. In addition, payments must either be non-increasing or may increase only as provided in Q&A F-3 of section 1.401(a)(9)-1 of the Proposed Income Tax Regulations.

   All distributions under this Contract are subject to the distribution requirements of section 403(b)(10) of the Code and will be made in accordance with the requirements of section 401(a)(9) of the Code, including the incidental death benefit requirements of section 401(a)(9)(G) of the Code, and the regulations thereunder, including the minimum distribution incidental benefit requirement of section 1.401(a)(9)-2 of the Proposed Income Tax Regulations.

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6. Minimum Distribution Requirements - After Death. If the Annuitant dies after required distributions under this Contract are deemed to have begun, all amounts payable under this Contract must be distributed to the Beneficiary or to such other person entitled to receive them at least as rapidly as under the method of distribution in effect prior to the Annuitant's death.

   If the Annuitant dies before required distributions have begun, the entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Annuitant's death, except that:

   (a) if the interest is payable to an individual who is the Annuitant's designated Beneficiary, the designated Beneficiary may elect to receive the entire interest over the life of the designated Beneficiary or over a period not extending beyond the life expectancy of the designated Beneficiary, commencing on or before December 31 of the calendar year immediately following the calendar year in which the Annuitant dies; or

   (b) if the designated Beneficiary is the Annuitant's surviving spouse, the surviving spouse may elect to receive the entire interest over the life of the surviving spouse or over a period not extending beyond the life expectancy of the surviving spouse, commencing at any date on or before the later of:

      (i) December 31 of the calendar year immediately following the Calendar year in which the Annuitant died; or

      (ii) December 31 of the calendar year in which the Annuitant would have attained age 70 1/2.

      If the surviving spouse dies before distributions begin, the limitations of this section (without regard to this paragraph (b)) will be applied as if the surviving spouse were the Annuitant.

      An irrevocable election of the method of distribution by a designated Beneficiary who is the surviving spouse must be made no later than the earlier of December 31 of the calendar year containing the fifth anniversary of the Annuitant's death or the date distributions are required to begin pursuant to this paragraph (b). If no election is made, the entire interest will be distributed in accordance with the method of distribution in this paragraph (b).

An irrevocable election of the method of distribution by a designated Beneficiary who is not the surviving spouse must be made within one year of the Annuitant's death. If no such election is made, the entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Annuitant's death.

Required distributions under this section are considered to have begun if distributions are made on account of the Annuitant reaching his or her required beginning date or if prior to the required beginning date distributions irrevocably commence to the Annuitant over a period permitted and in an annuity form acceptable under section 1.401(a)(9) of the Proposed Income Tax Regulations. All distributions made after the death of the Annuitant will be made in accordance with section 401(a)(9) of the Code.

7. Life Expectancy Calculations. Life expectancy is computed by use of the expected return multiples in Tables V and VI of section 1.72-9 of the Income Tax Regulations.

   If benefits under the Contract are payable in accordance with the Annuity Options set forth in the Contract, life expectancy will not be recalculated. If required distributions are payable in a form other than under such Annuity Options, life expectancy will not be recalculated unless permitted by the Company and annual recalculation is elected at the time distributions are required to begin (a) by the Annuitant, or (b) for purposes of distributions beginning after the Annuitant's death, by the surviving spouse. Such an election will be irrevocable as to the Annuitant and the surviving spouse, and will apply to all subsequent years.

   The life expectancy of a non-spouse designated Beneficiary (a) may not be recalculated, and (b) will be calculated using the attained age of such designated Beneficiary during the calendar year in which distributions are required to begin pursuant to this Endorsement. Payments for any subsequent calendar year will be calculated based on

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such life expectancy reduced by one for each calendar year which has elapsed since the calendar year in which life expectancy was first calculated.

8. Annuity Options. All Annuity Options under the Contract must meet the requirements of section 403(b)(10) of the Code, including the requirement that payments to persons other than the Annuitant are incidental. The provisions of this Endorsement reflecting the requirements of sections 401(a)(9) and 403(b)(10) of the Code override any Annuity Option, systematic withdrawal plan or other settlement option which is inconsistent with such requirements.

   If a guaranteed period of payments is chosen under an Annuity Option, the length of the period over which the guaranteed payments are to be made must not exceed the shorter of (1) the Annuitant's life expectancy, or if a Joint Annuitant is named, the joint and last survivor expectancy of the Annuitant and the Joint Annuitant, and (2) the applicable maximum period under section 1.401(a)(9)-2 of the Proposed Income Tax Regulations.

   All payments made under a joint and survivor Annuity Option after the Annuitant's death while the Joint Annuitant is alive must be made to the Joint Annuitant.

   Except to the extent Treasury regulations allow the Company to offer different Annuity Options that are agreed to by the Company, only the Annuity Options set forth in the Contract will be available. In the event a Joint Annuitant is named who is not the Annuitant's spouse, the percentage level of payments during the remaining lifetime of the Joint Annuitant can not exceed the amount allowed under section 1.401(a)(9)-2 of the Proposed Income Tax Regulations.

9. Premature Distribution Restrictions. Any amounts in the Contract attributable to contributions made pursuant to a salary reduction agreement after December 31, 1988, and the earnings on such contributions and on amounts held on December 31, 1988, may not be distributed unless the Annuitant has reached age 59 1/2, separated from service, died, become disabled (within the meaning of Code section 72(m)(7)) or incurred a hardship as determined by the organization described in Section 1 of this Endorsement; provided, that amounts permitted to be distributed in the event of hardship shall be limited to actual salary deferral contributions (excluding earnings thereon); and provided further, that amounts may be distributed pursuant to a qualified domestic relations order to the extent permitted by section 414(p) of the Code.

   Purchase payments made by a nontaxable transfer from a custodial account qualifying under section 403(b)(7) of the Code, and earnings on such amounts, will not be paid or made available before the Annuitant dies, attains age 59 1/2, separates from service, becomes disabled (within the meaning of Code Section 72(m)(7)), or in the case of such amounts attributable to contributions made under the custodial account pursuant to a salary reduction agreement, encounters financial hardship; provided, that amounts permitted to be paid or made available in the event of hardship will be limited to actual salary deferral contributions made under the custodial account (excluding earnings thereon); and provided further, that amounts may be distributed pursuant to a qualified domestic relations order to the extent permitted by section 414(p) of the Code.

10. Direct Rollovers. The Annuitant subject to the terms of the Contract, may elect to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the Annuitant. An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the Annuitant, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Annuitant or the joint lives (or joint life expectancies) of the Annuitant and the Annuitant's Beneficiary, or for a specified period of ten years of more; any distribution required under Code section 401(a)(9); hardship distributions; and the portion of any distribution that is not includible in gross income. An eligible retirement plan is an individual retirement account described in Code section 408(a), an individual retirement annuity described in Code section 408(b), or another Code section 403(b) tax-sheltered annuity, that accepts the Annuitant's eligible rollover

distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is only an individual retirement account or individual retirement annuity. A direct rollover is a payment by the Company to the eligible retirement plan specified by the Annuitant or other eligible distributee under the Code.

11. If this Contract is part of a plan which is subject to Title 1 of the Employee Retirement Income Security Act of 1974 ("ERISA"), any payments and distributions under this Contract (whether as income, as proceeds payable at the

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Annuitant's death, upon partial redemption or full surrender or otherwise), and any Beneficiary designation, shall be subject to the joint and survivor annuity and pre-retirement survivor annuity requirements of ERISA Section 205.

12. The Company will furnish annual calendar year reports concerning the status of the annuity.

13. Amendments. The Company may further amend this Contract from time to time in order to meet any requirements which apply to it under Code section 403(b) or ERISA.

Metropolitan Life Insurance Company has caused this Rider to be signed by its Vice-President & Secretary.

/s/ Gwenn L. Carr

Gwenn L. Carr
Vice-President & Secretary

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INDIVIDUAL FLEXIBLE PURCHASE PAYMENT

DEFERRED VARIABLE ANNUITY CONTRACT

NONPARTICIPATING

NO DIVIDENDS

MetLife(R)
Metropolitan Life Insurance Company

One Madison Avenue
New York, New York 10010

Exhibit 5

MetLife (R)

Metropolitan Life Insurance Company
One Madison Avenue, New York, NY 10010-3690

FORCOMPANYUSEONLY

No.____________________

Variable Annuity Application

<TABLE>
Contract/Certificate Applied for: [_] Non-Qualified [_] Traditional IRA [_] Roth IRA [_] SEP
<S> <C>
1. Annuitant and Owner(s)

Annuitant (Annuitant will be the Owner unless Owner section is completed.)

Name (First, Middle Initial, Last)		Sex [_] M [_] F Date of Birth
Street Address		Social Security #
City, State & ZIP Code		Marital Status
Home Telephone #	Work Telephone #	Relationship to Owner

Owner-Non-Qualified Only (Complete if the Owner is different from the Annuitant.)

If owner is a trust, please complete the trustee certification form.

Name (First, Middle Initial, Last)	Type: [_] Individual [_] Custodian [_] Trustee [_] Corporation	Sex [_] M [_] F Date of Birth/Trust
Street Address		Social Security # or Tax I.D. # (TIN)
City, State & ZIP Code		Marital Status
Home Telephone #	Work Telephone #	Relationship to Annuitant

Joint Owner-Non-Qualified Only

Name (First, Middle Initial, Last)	Type: [_] Individual [_] Custodian [_] Trustee [_] Corporation	Sex [_] M [_] F Date of Birth
Street Address		Social Security # or Tax I.D. # (TIN)
City, State & ZIP Code		Marital Status
Home Telephone #	Work Telephone #	Relationship to Owner

(Note: If two people are named as Joint Owners, either Owner may exercise any and all rights under the contract unless the Owner specifies otherwise in writing.)

2. Primary and Contingent Beneficiary(ies) If owner is a trust, the trust must be the beneficiary.

Beneficiary Type	Name (First, Middle Initial, Last)	Relationship to Owner	Social Security #
[_] Primary [_] Contingent			
[_] Primary [_] Contingent			
[_] Primary [_] Contingent			

(Note: To be used to determine whom will be paid/assume all rights under the contract on the Owner's death. The Owner's estate will be paid/assume all rights if no Beneficiary is named. Not applicable to Annuitant's death if the Owner and Annuitant are different and the Annuitant predeceases the Owner. Payment/assumption will be made in equal shares to the survivors unless otherwise specified in writing by the Owner. If the primary beneficiaries predecease the Owner, the contingent beneficiaries will be paid/assume all rights.)

3. Purchase Payment(s)

Initial Purchase Payment $ and/or transfers: $ _________________________

Payment method: [_] Check [_] Wire [_] 1035 Exchange [_] Transfer [_] Rollover [_] Other

Prior Tax Year __________________________ Current Tax Year _____________________

</TABLE>

4. Replacement (Must be completed)

(a) Do you have any existing individual life insurance or annuity contracts?
[_] Yes [_] No

(b) Have you taken, or will you be taking, any money from a life insurance policy or annuity contract to put into the annuity you are applying for? This includes full or partial withdrawals of dividends or cash values, loans, pledging as collateral, reissuing with less cash value, suspension or reduction of premium loan or purchase payment, automatic premium or invoking an accelerated payment. [_] Yes [_] No (Note: If "Yes", the Representative must complete a MetLife Annuity Replacement Questionnaire.)

5. Optional Riders are available at time of application and may not be changed once elected. There are additional charges for the Riders.

Death Benefit Riders (check only one or none)

[_] Annual Step Up [_] Greater of Annual Step Up and 5% Annual Increase

Other Riders (check one, both or none)

[_] GMIB (Guaranteed Minimum Income Benefit) [_] Earnings Preservation Benefit Rider

6. Authorization and Signature(s)

(a) Notice to Applicant(s)

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

Arkansas, District of Columbia, Kentucky, Louisiana, Maine, New Mexico, Ohio, and Pennsylvania Residents Only Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or submits a claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

New Jersey Residents Only Any person who includes any false or misleading information is subject to criminal and civil penalties.

(b) Signatures If the Owner is a corporation, partnership or trust, print the name of the Owner and have one or more officers, partners or trustees sign. Earnings in this contract may be taxable annually to the Owner. (Consult your tax advisor.) I hereby represent my answers to the above questions to be correct and true to the best of my knowledge and belief. I have received MetLife's Notice of Privacy Policies and Practices, the current prospectus for the Variable Annuity, and all required fund prospectuses. I understand that all values provided by the contract/certificate being applied for, which are based on the investment experience of the Separate Account, are variable and are not guaranteed as to the amount. I understand that there is no additional tax benefit obtained by funding an IRA with a variable annuity.

Location where the application is signed _________________________________

City & State

Signature of Annuitant Date

Signature of Owner (If different than Annuitant) Date

Signature of Joint Owner Date

7. Representative Information

Statement of Representative All answers are correct to the best of my knowledge. I have provided the Proposed Owner with MetLife's Notice of Privacy Policies and Practices, prior to or at the time he/she completed the application form. I have also delivered a current Variable Annuity prospectus, and all required fund prospectuses; and reviewed the financial situation of the Proposed Owner as disclosed, and believe that a multifunded annuity contract would be suitable. I am properly licensed in the state where the Proposed Owner signed this application.

(a) Do you have reason to believe that the replacement or change of any existing insurance or annuity may be involved? [_] Yes [_] No

Signature of Representative Date

<TABLE>

<S>	<C>
Printed Representative Name (First, Middle Initial, Last)	State License I.D. #
[_] District Agency Index # Or [_] Social Security # (Required)	Representative Agency Telephone #

</TABLE>

Metropolitan Life Insurance Company
One Madison Avenue, New York, NY 10010-3690
212 578-2211
Myra Saul
Assistant General Counsel
Legal Department
Tel 212 578-5334 Fax 212 578-3916

Exhibit 9

July 25, 2001

Metropolitan Life Insurance Company
One Madison Avenue
New York, NY 10010

Dear Sirs:

This opinion is furnished in connection with the proposed offering of certain variable annuity contracts ("Contracts") issued by Metropolitan Life Insurance Company ("Metropolitan") under Registration Statement No. 333-52366/811-4001, as amended ("Registration Statement") and described therein, filed by Metropolitan Life Separate Account E ("Account") under the Securities Act of 1933, as amended.

I have made such examination of law and examined such records of Metropolitan (including the Account) and other documents as in my judgment are necessary or appropriate to render the opinion expressed below. In my opinion:

1. Metropolitan is a corporation duly organized and validly existing under the laws of the State of New York.

2. The Account is a separate account duly established pursuant to Section 4240 of the New York Insurance Law, and the income, gains and losses, whether or not realized from assets allocated to the Account, in accordance with the Contracts, must be credited to or charged against the Account without regard to other income, gains or losses of Metropolitan.

3. The offer and sale by Metropolitan of the Contracts have been duly authorized and each Contract, when delivered and when the first purchase payment thereunder is made, all in accordance with the prospectus ("Prospectus") included in the Registration Statement and in compliance with the applicable local law, will be a legal and binding obligation of Metropolitan in accordance with its terms. Owners of Contracts, as such, will not be subject to any deductions and charges by Metropolitan other than those described or referred to in the Prospectus.

I hereby consent to the use of this opinion as Exhibit 9 to the Registration Statement.

Very truly yours,

/s/ Myra L. Saul
Assistant General Counsel

Exhibit 10

INDEPENDENT AUDITORS' CONSENT

METROPOLITAN LIFE SEPARATE ACCOUNT E:

We consent to the use in this Pre-Effective Amendment No. 1 to Registration Statement No. 333-52366/811-4001 of Metropolitan Life Separate Account E on Form N-4 of our report dated March 5, 2001, relating to Metropolitan Life Separate Account E and our report dated February 9, 2001, relating to Metropolitan Life Insurance Company, both appearing in the Statement of Additional Information which is a part of such Registration Statement, and to the reference to us under the heading "Independent Auditors", appearing in the Statement of Additional Information, which is a part of such Registration Statement, and to the reference to us under the heading "Financial Statements" appearing in the Prospectus, which is also a part of such Registration Statement.

DELOITTE & TOUCHE LLP
New York, New York

August 1, 2001