FORM 497

Definitive materials filed under paragraph (a), (b), (c), (d), (e) or (f) of Securities Act Rule 497

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FILER

METROPOLITAN LIFE SEPARATE ACCOUNT E

CIK:**744043**| IRS No.: **135581829** | Fiscal Year End: **1231**
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Mailing Address
200 PARK AVENUE
C/O METROPOLITAN LIFE INSURANCE CO
NEW YORK NY 10166

Business Address
200 PARK AVENUE
C/O METROPOLITAN LIFE INSURANCE CO
NEW YORK NY 10166
2125785364

MAY 1, 2005

METLIFE ASSET BUILDER(R) VARIABLE ANNUITY CONTRACTS
ISSUED BY METROPOLITAN LIFE INSURANCE COMPANY

This Prospectus describes group MetLife Asset Builder 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 Interest Account (not described in this Prospectus) and investment divisions available through the Metropolitan Life Separate Account E which, in turn, invest in the following corresponding portfolios of the Metropolitan Series Fund, Inc. ("Metropolitan Fund"), the portfolios of the Met Investors Series Trust ("Met Investors Fund") and funds of the American Funds Insurance Series ("American Funds"). For convenience, the portfolios and the funds are referred to as "Portfolios" in this Prospectus.

<Table>

<S>	<C>
SALOMON BROTHERS U.S. GOVERNMENT	MET/AIM MID CAP CORE EQUITY
BLACKROCK BOND INCOME (FORMERLY, STATE STREET RESEARCH BOND INCOME)	METLIFE MID CAP STOCK INDEX
LEHMAN BROTHERS(R) AGGREGATE BOND INDEX	FI INTERNATIONAL STOCK
PIMCO TOTAL RETURN	HARRIS OAKMARK INTERNATIONAL
SALOMON BROTHERS STRATEGIC BOND OPPORTUNITIES	MFS RESEARCH INTERNATIONAL
LORD ABBETT BOND DEBENTURE	MORGAN STANLEY EAFE(R) INDEX
BLACKROCK DIVERSIFIED (FORMERLY, STATE STREET RESEARCH DIVERSIFIED)	OPPENHEIMER GLOBAL EQUITY (FORMERLY, SCUDDER GLOBAL EQUITY)
MFS TOTAL RETURN	AMERICAN FUNDS GROWTH
NEUBERGER BERMAN REAL ESTATE	BLACKROCK LEGACY LARGE CAP GROWTH (FORMERLY, STATE STREET RESEARCH LARGE CAP GROWTH)
AMERICAN FUNDS GROWTH-INCOME	JANUS AGGRESSIVE GROWTH
BLACKROCK LARGE CAP VALUE (FORMERLY, STATE STREET RESEARCH LARGE CAP VALUE)	JENNISON GROWTH (FORMERLY, MET/PUTNAM VOYAGER)
DAVIS VENTURE VALUE	OPPENHEIMER CAPITAL APPRECIATION
FI VALUE LEADERS	T. ROWE PRICE LARGE CAP GROWTH
HARRIS OAKMARK LARGE CAP VALUE	LOOMIS SAYLES SMALL CAP
HARRIS OAKMARK FOCUSED VALUE	RUSSELL 2000(R) INDEX
NEUBERGER BERMAN MID CAP VALUE (FORMERLY, NEUBERGER BERMAN PARTNERS MID CAP VALUE)	BLACKROCK AGGRESSIVE GROWTH (FORMERLY, STATE STREET RESEARCH AGGRESSIVE GROWTH)
BLACKROCK INVESTMENT TRUST (FORMERLY, STATE STREET RESEARCH INVESTMENT TRUST)	T. ROWE PRICE MID-CAP GROWTH
METLIFE STOCK INDEX	FRANKLIN TEMPLETON SMALL CAP GROWTH
MFS INVESTORS TRUST	MET/AIM SMALL CAP GROWTH
BLACKROCK STRATEGIC VALUE (FORMERLY, STATE STREET RESEARCH AURORA)	T. ROWE PRICE SMALL CAP GROWTH
FI MID CAP OPPORTUNITIES	AMERICAN FUNDS GLOBAL SMALL CAPITALIZATION
	RCM GLOBAL TECHNOLOGY (FORMERLY, PIMCO PEA INNOVATION)

</Table>

ASSET ALLOCATION PORTFOLIOS
METLIFE CONSERVATIVE ALLOCATION
METLIFE CONSERVATIVE TO MODERATE ALLOCATION
METLIFE MODERATE ALLOCATION
METLIFE MODERATE TO AGGRESSIVE ALLOCATION
METLIFE AGGRESSIVE ALLOCATION

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 May 1, 2005. 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 92 of this Prospectus. To request a free copy of the SAI or to ask questions, write or call:

Metropolitan Life Insurance Company
P.O. Box 740278
Atlanta, GA 30374
Attention: MetLife Asset Builder Unit
Toll Free Phone: (866) 438-6477 [SNOOPY]

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 Metropolitan Fund and the Met Investors Fund prospectuses which are attached to the back of this Prospectus. You should also read these prospectuses carefully before purchasing a Deferred Annuity.

DEFERRED ANNUITIES AVAILABLE:

- Non-Qualified
- Traditional IRA
- Roth IRA

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 financial institution.

[METLIFE LOGO]

TABLE OF CONTENTS

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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.

IMPORTANT TERMS YOU SHOULD KNOW

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 and the Fixed Interest Account.

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.

ADJUSTMENT FACTOR

The adjustment factor for each investment division is used to calculate your income payment (as defined later). For each investment division, your current income payment is equal to the income payment as of the last valuation date multiplied by the adjustment factor. The adjustment factor is the result of multiplying the interest factor times the investment factor. Whether your income payment goes up or down depends on the current adjustment factor.

ANNUITY PURCHASE RATE

The annuity purchase rate is the dollar amount you would need to purchase an Income Annuity paying $1 per payment period. For example, if it would cost $50 to buy an annuity that pays you $1 a month for the rest of your life, then the annuity purchase rate for that life income annuity is $50.

The annuity purchase rate is based on the annuity income payment type you choose (which may include a withdrawal option), an interest rate, and your age, sex and number of payments remaining. The annuity purchase rate is reset each valuation date to reflect any changes in these components. The reset annuity purchase rate represents the cost you would incur if you were choosing the same income option you have in light of this updated information.

[SNOOPY WITH POINTER GRAPHIC]

ANNUITY UNIT VALUE

With a variable pay-out option, the money paid-in or reallocated 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 the assumed percentage rate of return used 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.

CONTRACT

A Contract is the legal agreement between you and MetLife or between MetLife and the employer, plan trustee or other entity, or the certificate issued to you under a group annuity contract. Generally, you, as the participant or annuitant, receive a certificate under the contract. In other cases, only the employer, plan trustee or other entity receives a contract, and the participant or annuitant does not receive a certificate under the contract. This document contains relevant provisions of your Deferred Annuity. MetLife issues Contracts for each of the annuities described in this Prospectus.

CONTRACT YEAR

Generally, the Contract Year for a Deferred Annuity is the period ending on the last day of the month in which the anniversary of when we issued the annuity occurs and each following 12 month period.

EXCHANGE

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

INTEREST FACTOR

The interest factor measures the impact of changes in the specified interest rate. It is one of two factors comprising the adjustment factor which we use to determine your variable income payments.

INVESTMENT DIVISION

Investment divisions are subdivisions of the Separate Account. When you allocate a purchase payment, transfer money or make reallocations of your income payment to an investment division, the investment division purchases shares of a Portfolio (with the same name) within the Metropolitan Fund, the Met Investors Fund or the American Funds.

INVESTMENT FACTOR

The investment factor for each investment division measures the investment experience (after applicable charges and expenses) of that investment division compared to the specified interest rate in effect on the prior valuation date. It is one of two factors comprising the adjustment factor which we use to determine your variable income payments.

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."

METLIFE DESIGNATED OFFICE

The MetLife Designated Office is the MetLife office that will generally handle the administration of all your requests concerning your Deferred Annuity. Your quarterly statement, payment statement and/or check stub will indicate the address of your MetLife Designated Office. The telephone number to call to initiate a request is 866-438-6477.

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 the Deferred Annuities.

SPECIFIED INTEREST RATE

The specified interest rate and the source of the rate are defined in your contract. The specified interest rate may differ among groups. The rate is based on market interest rates such as the yield on a 10 Year Treasury, LIBOR interest rate swap, corporate bond or some other measure of interest rates. We use it as the benchmark interest rate to determine your initial income payment and all future income payments. The higher the specified interest rate, the higher your initial variable income payment will be. The lower the specified interest rate, the lower your initial variable income payment will be,

but subsequent variable income payments will increase more rapidly or decrease more slowly than if the specified interest rate were higher as changes occur in the specified interest rate and the actual investment experience of the investment divisions. We guarantee that we will not change the way we determine the specified interest rate or the date we choose to apply the rate to the interest factor calculation, except as stated next. We typically determine the rate on a monthly basis, but we may determine the rate either more or less often, in which case we will tell you in advance that we will be doing so. For any valuation date, we will use the designated rate. Should a rate become unavailable or if the selected rate is not published in the source as stated in your contract, we will use a readily available rate or a source that we consider most comparable.

VALUATION DATE

The day on which we calculate your income payment or process a reallocation request or determine contract value. A valuation date is a day the Exchange is open for regular trading. We value at the close of trading for the Exchange. The Exchange usually closes at 4 p.m. Eastern Time, but may close earlier or later.

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.

YOU

In this Prospectus, depending on the context, "you" may mean either the purchaser of the Deferred Annuity or the participant or annuitant for whom money is invested under group arrangements.

TABLE OF EXPENSES -- METLIFE ASSET BUILDER DEFERRED ANNUITIES

The following tables describe the expenses you will pay when you buy, hold or withdraw amounts from your Deferred Annuity. The first table describes the charges you will pay at the time you purchase the Deferred Annuity, make withdrawals from your Deferred Annuity or make transfers between investment divisions. There are no fees for the Fixed Interest Account. The tables do not show premium and other taxes which may apply.

Contract Owner Transaction Expenses

Sales Load Imposed on Purchases	None
Deferred Sales Load (as a percentage of the purchase payment funding the withdrawal during the accumulation period)	None
Exchange Fee	None
Surrender Fee	None
Withdrawal Processing Fee During Pay-Out Phase (1)	$95 for each withdrawal

(1) IF YOU PURCHASED THE DEFERRED ANNUITY PRIOR TO MAY 1, 2004, WE MAKE AVAILABLE A WITHDRAWAL OPTION TO THE INCOME PAY-OUT OPTION UNDER THE DEFERRED ANNUITY. THIS OPTION IS DESCRIBED IN MORE DETAIL IN THE PROSPECTUS.

The second table describes the fees and expenses that you will bear periodically during the time you hold the Deferred Annuity, but does not include fees and expenses for the Portfolios.

Annual Contract Fee	None
Transfer Fee	None

The Deferred Annuity is not designed to permit market timing. Accordingly, we reserve the right to charge a transfer fee.

Separate Account Annual Charge (as a percentage of average account value) (2)	
Pay-In Phase	Minimum: 0.45% Current Charge: Between 0.65% and 0.95% Maximum Guaranteed Charge: 0.95%
Pay-Out Phase	Maximum Guaranteed Charge: 0.95%

(2) THE ANNUAL SEPARATE ACCOUNT CHARGE IS STATED IN YOUR DEFERRED ANNUITY. THIS

CHARGE MAY NOT EXCEED 0.95% OF YOUR AVERAGE VALUE IN THE INVESTMENT DIVISIONS FOR DEFERRED ANNUITIES OR THE AMOUNT OF UNDERLYING PORTFOLIO SHARES WE HAVE DESIGNATED IN THE INVESTMENT DIVISIONS TO GENERATE YOUR INCOME PAYMENT IN THE PAY-OUT PHASE. THE RATE THAT APPLIES TO YOUR DEFERRED ANNUITY MAY BE LESS THAN THIS MAXIMUM CHARGE, AS DISCUSSED LATER IN THE PROSPECTUS. THE ANNUAL SEPARATE ACCOUNT CHARGE MAY NOT EXCEED 1.25% FOR ONE VERSION OF THE PAY-OUT PHASE AVAILABLE TO DEFERRED ANNUITIES PURCHASED PRIOR TO MAY 1, 2004.

The third table shows the minimum and maximum total operating expenses charged by the Portfolios, as well as the operating expenses for each Portfolio, that you may bear periodically while you hold the Deferred Annuity. More details concerning the Metropolitan Fund, the Met Investors Fund and the American Funds fees and expenses are contained in their respective prospectuses.

<Table>
<Caption>

<S>	Minimum <C>	Maximum <C>
Total Annual Metropolitan Fund, Met Investors Fund and American Funds Operating Expenses for the fiscal year ending December 31, 2004 (expenses that are deducted from these Funds' assets include management fees, distribution fees, 12b-1 Plan fees and other expenses)........................	0.30%	1.15%
After Waiver and/or Reimbursement of Expenses (3)(4)........	0.29%	1.15%

</Table>

(3) PURSUANT TO AN EXPENSE AGREEMENT METLIFE ADVISERS, LLC ("METLIFE ADVISERS") HAS AGREED TO WAIVE ITS INVESTMENT MANAGEMENT FEE OR PAY OPERATING EXPENSES (EXCLUSIVE OF BROKERAGE COSTS, INTEREST, TAXES AND EXTRAORDINARY EXPENSES, UNDERLYING PORTFOLIO INVESTMENT MANAGEMENT FEES AND EXPENSES) AS NECESSARY TO LIMIT THE TOTAL OF SUCH EXPENSES TO THE ANNUAL PERCENTAGE OF AVERAGE DAILY NET ASSETS OF THE FOLLOWING PORTFOLIOS AS INDICATED:

<Table>
<Caption>

PORTFOLIO <S>	PERCENTAGE <C>
FRANKLIN TEMPLETON SMALL CAP GROWTH PORTFOLIO..............	1.15%
BLACKROCK LARGE CAP VALUE PORTFOLIO........................	0.95%
MFS INVESTORS TRUST PORTFOLIO..............................	1.00%
METLIFE CONSERVATIVE ALLOCATION PORTFOLIO..................	0.10%
METLIFE CONSERVATIVE TO MODERATE ALLOCATION PORTFOLIO.......	0.10%

</Table>

<Table>
<Caption>

PORTFOLIO <S>	PERCENTAGE <C>
METLIFE MODERATE ALLOCATION PORTFOLIO......................	0.10%
METLIFE MODERATE TO AGGRESSIVE ALLOCATION PORTFOLIO.........	0.10%
METLIFE AGGRESSIVE ALLOCATION PORTFOLIO....................	0.10%

</Table>

THIS WAIVER OR AGREEMENT TO PAY IS SUBJECT TO THE OBLIGATION OF EACH CLASS OF THE PORTFOLIO SEPARATELY TO REPAY METLIFE ADVISERS SUCH EXPENSES IN FUTURE YEARS, IF ANY, WHEN THE PORTFOLIO'S CLASS'S EXPENSES FALL BELOW THE ABOVE PERCENTAGES IF CERTAIN CONDITIONS ARE MET. THE AGREEMENT MAY BE TERMINATED AT ANY TIME AFTER APRIL 30, 2006. THE EFFECT OF SUCH WAIVER AND REIMBURSEMENT IS THAT PERFORMANCE RESULTS ARE INCREASED.

METLIFE ADVISERS HAS ALSO AGREED TO WAIVE A PORTION OF ITS INVESTMENT MANAGEMENT FEE UNTIL AT LEAST APRIL 30, 2006 FOR THE FOLLOWING PORTFOLIOS IN THE PERCENTAGE AMOUNTS SPECIFIED BELOW:

<Table>
<Caption>

PORTFOLIO	WAIVED PERCENTAGE

<S>	<C>
LOOMIS SAYLES SMALL CAP PORTFOLIO......................	0.05% ON ALL ASSETS
LEHMAN BROTHERS(R) AGGREGATE BOND INDEX PORTFOLIO......	0.006% ON ALL ASSETS
METLIFE STOCK INDEX PORTFOLIO..........................	0.007% ON ALL ASSETS
METLIFE MID CAP STOCK INDEX PORTFOLIO..................	0.007% ON ALL ASSETS
RUSSELL 2000(R) INDEX PORTFOLIO........................	0.007% ON ALL ASSETS
MORGAN STANLEY EAFE(R) INDEX PORTFOLIO.................	0.007% ON ALL ASSETS
BLACKROCK BOND INCOME PORTFOLIO........................	0.025% ON ASSETS IN EXCESS OF $1 BILLION AND LESS THAN $2 BILLION
T. ROWE PRICE LARGE CAP GROWTH PORTFOLIO...............	0.015% ON THE FIRST $50 MILLION OF ASSETS

</Table>

THE EFFECT OF SUCH WAIVER IS THAT PERFORMANCE RESULTS ARE INCREASED. SEE THE ATTACHED PROSPECTUS FOR THE METROPOLITAN FUND FOR MORE INFORMATION ABOUT THE AGREEMENT TO WAIVE OR LIMIT FEES AND TO ASSUME OTHER EXPENSES BETWEEN METLIFE ADVISERS AND THE METROPOLITAN FUND.

(4) MET INVESTORS ADVISORY LLC ("METLIFE INVESTORS") AND MET INVESTORS FUND HAVE ENTERED INTO AN EXPENSE LIMITATION AGREEMENT UNDER WHICH METLIFE INVESTORS HAS AGREED TO WAIVE OR LIMIT ITS FEES AND TO ASSUME OTHER EXPENSES SO THAT THE TOTAL ANNUAL EXPENSES OF EACH PORTFOLIO (OTHER THAN INTEREST, TAXES, BROKERAGE COMMISSIONS, OTHER EXPENDITURES WHICH ARE CAPITALIZED IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES AND OTHER EXTRAORDINARY EXPENSES NOT INCURRED IN THE ORDINARY COURSE OF EACH PORTFOLIO'S BUSINESS) WILL NOT EXCEED, AT ANY TIME PRIOR TO APRIL 30, 2006, THE FOLLOWING PERCENTAGES: 1.10% FOR THE HARRIS OAKMARK INTERNATIONAL PORTFOLIO, .90% FOR THE JANUS AGGRESSIVE GROWTH PORTFOLIO, .90% FOR THE MET/AIM MID CAP CORE EQUITY PORTFOLIO, 1.05% FOR THE MET/AIM SMALL CAP GROWTH PORTFOLIO, 1.00% FOR THE MFS RESEARCH INTERNATIONAL PORTFOLIO, .90% FOR THE NEUBERGER BERMAN REAL ESTATE PORTFOLIO, .75% FOR THE OPPENHEIMER CAPITAL APPRECIATION PORTFOLIO, 1.10% FOR THE RCM GLOBAL TECHNOLOGY PORTFOLIO AND .90% FOR THE T. ROWE PRICE MID-CAP GROWTH PORTFOLIO. DUE TO A WAIVER NOT SHOWN IN THE TABLE, THE OPPENHEIMER CAPITAL APPRECIATION PORTFOLIO'S ACTUAL TOTAL NET EXPENSES WERE .68% FOR THE YEAR ENDED DECEMBER 31, 2004. UNDER CERTAIN CIRCUMSTANCES, ANY FEES WAIVED OR EXPENSES REIMBURSED BY METLIFE INVESTORS MAY, WITH THE APPROVAL OF THE FUND'S BOARD OF TRUSTEES, BE REPAID BY THE APPLICABLE PORTFOLIO TO METLIFE INVESTORS. EXPENSES FOR THE MSF RESEARCH INTERNATIONAL PORTFOLIO HAVE BEEN RESTATED TO REFLECT THE TERMS OF THE EXPENSE LIMITATION AGREEMENT. EXPENSES FOR THE JANUS AGGRESSIVE GROWTH PORTFOLIO, THE LORD ABBETT BOND DEBENTURE PORTFOLIO AND THE RCM TECHNOLOGY PORTFOLIO HAVE BEEN RESTATED TO REFLECT INVESTMENT MANAGEMENT FEE REDUCTIONS THAT BECAME EFFECTIVE MAY 1, 2005. THE EFFECT OF SUCH WAIVER AND REIMBURSEMENT IS THAT PERFORMANCE RESULTS ARE INCREASED. SEE THE ATTACHED PROSPECTUS FOR THE MET INVESTORS FUND FOR MORE INFORMATION ABOUT THE AGREEMENT TO WAIVE OR LIMIT FEES AND TO ASSUME OTHER EXPENSES BETWEEN METLIFE INVESTORS AND THE MET INVESTORS FUND.

TABLE OF EXPENSES (CONTINUED)

METROPOLITAN FUND CLASS A ANNUAL EXPENSES FOR FISCAL YEAR ENDING DECEMBER 31, 2004
(as a percentage of average net assets) (7)
<Table>
<Caption>

	A MANAGEMENT FEES	B OTHER EXPENSES BEFORE REIMBURSEMENT	A+B=C TOTAL EXPENSES BEFORE WAIVER/ REIMBURSEMENT
<S>	<C>	<C>	<C>
Salomon Brothers U.S. Government Portfolio.....	0.55	0.09	0.64
BlackRock Bond Income Portfolio (3)(5)(10)(12).............................	0.40	0.06	0.46
Lehman Brothers(R) Aggregate Bond Index Portfolio (3)..............................	0.25	0.07	0.32
Salomon Brothers Strategic Bond Opportunities Portfolio..................................	0.65	0.12	0.77
BlackRock Diversified Portfolio (5)(12)........	0.44	0.06	0.50
MFS Total Return Portfolio....................	0.50	0.14	0.64
BlackRock Large Cap Value Portfolio (3)(5)(12).................................	0.70	0.23	0.93
Davis Venture Value Portfolio (5)..............	0.72	0.06	0.78
FI Value Leaders Portfolio (5)................	0.66	0.08	0.74
Harris Oakmark Large Cap Value Portfolio (5)...	0.73	0.06	0.79
Harris Oakmark Focused Value Portfolio (5).....	0.73	0.05	0.78

Neuberger Berman Mid Cap Value Portfolio (5)...	0.68	0.08	0.76
BlackRock Investment Trust Portfolio (5)(12)...	0.49	0.05	0.54
MetLife Stock Index Portfolio (3).............	0.25	0.05	0.30
MFS Investors Trust Portfolio (3).............	0.75	0.22	0.97
BlackRock Strategic Value Portfolio (5)(12)....	0.83	0.06	0.89
FI Mid Cap Opportunities Portfolio (5)(6)......	0.68	0.07	0.75
MetLife Mid Cap Stock Index Portfolio (3)......	0.25	0.10	0.35
FI International Stock Portfolio (5)(8)........	0.86	0.22	1.08
Morgan Stanley EAFE(R) Index Portfolio (3).....	0.30	0.29	0.59
Oppenheimer Global Equity Portfolio (5)(14)....	0.62	0.19	0.81
BlackRock Legacy Large Cap Growth Portfolio (5)(12)......................................	0.74	0.06	0.80
Jennison Growth Portfolio (5)(13).............	0.65	0.06	0.71
T. Rowe Price Large Cap Growth Portfolio (3)(5)......................................	0.62	0.12	0.74
Loomis Sayles Small Cap Portfolio (3)(5).......	0.90	0.08	0.98
Russell 2000(R) Index Portfolio (3)...........	0.25	0.12	0.37
BlackRock Aggressive Growth Portfolio (5)(12)......................................	0.73	0.06	0.79
Franklin Templeton Small Cap Growth Portfolio (3)(5)......................................	0.90	0.25	1.15
T. Rowe Price Small Cap Growth Portfolio (5)...	0.52	0.08	0.60

<Caption>

<S>	D WAIVER/ REIMBURSEMENT <C>	C-D=E TOTAL EXPENSES AFTER WAIVER/ REIMBURSEMENT <C>
Salomon Brothers U.S. Government Portfolio.....	0.00	0.64
BlackRock Bond Income Portfolio (3)(5)(10)(12)..............................	0.00	0.46
Lehman Brothers(R) Aggregate Bond Index Portfolio (3)..............................	0.01	0.31
Salomon Brothers Strategic Bond Opportunities Portfolio..................................	0.00	0.77
BlackRock Diversified Portfolio (5)(12)........	0.00	0.50
MFS Total Return Portfolio....................	0.00	0.64
BlackRock Large Cap Value Portfolio (3)(5)(12).................................	0.00	0.93
Davis Venture Value Portfolio (5).............	0.00	0.78
FI Value Leaders Portfolio (5)................	0.00	0.74
Harris Oakmark Large Cap Value Portfolio (5)...	0.00	0.79
Harris Oakmark Focused Value Portfolio (5).....	0.00	0.78
Neuberger Berman Mid Cap Value Portfolio (5)...	0.00	0.76
BlackRock Investment Trust Portfolio (5)(12)...	0.00	0.54
MetLife Stock Index Portfolio (3).............	0.01	0.29
MFS Investors Trust Portfolio (3).............	0.00	0.97
BlackRock Strategic Value Portfolio (5)(12)....	0.00	0.89
FI Mid Cap Opportunities Portfolio (5)(6)......	0.00	0.75
MetLife Mid Cap Stock Index Portfolio (3)......	0.01	0.34
FI International Stock Portfolio (5)(8)........	0.00	1.08
Morgan Stanley EAFE(R) Index Portfolio (3).....	0.01	0.58
Oppenheimer Global Equity Portfolio (5)(14)....	0.00	0.81
BlackRock Legacy Large Cap Growth Portfolio (5)(12)......................................	0.00	0.80
Jennison Growth Portfolio (5)(13).............	0.00	0.71
T. Rowe Price Large Cap Growth Portfolio (3)(5)......................................	0.00	0.74
Loomis Sayles Small Cap Portfolio (3)(5).......	0.05	0.93
Russell 2000(R) Index Portfolio (3)...........	0.01	0.36
BlackRock Aggressive Growth Portfolio (5)(12)......................................	0.00	0.79
Franklin Templeton Small Cap Growth Portfolio (3)(5)......................................	0.00	1.15
T. Rowe Price Small Cap Growth Portfolio (5)...	0.00	0.60

</Table>

TABLE OF EXPENSES (CONTINUED)

ASSET ALLOCATION PORTFOLIOS (16)

<Table>
<Caption>

	A	B	C OTHER EXPENSES	A+B+C=D TOTAL EXPENSES

	MANAGEMENT FEES	12b-1 FEES	BEFORE REIMBURSEMENT	BEFORE WAIVER/ REIMBURSEMENT
<S>	<C>	<C>	<C>	<C>
MetLife Conservative Allocation Portfolio (3)................	0.10	0.00	0.25	0.35
MetLife Conservative to Moderate Allocation Portfolio (3)................	0.10	0.00	0.08	0.18
MetLife Moderate Allocation Portfolio (3)................	0.10	0.00	0.05	0.15
MetLife Moderate to Aggressive Allocation Portfolio (3).....	0.10	0.00	0.06	0.16
MetLife Aggressive Allocation Portfolio (3)................	0.10	0.00	0.19	0.29

<Caption>

	E WAIVER/ REIMBURSEMENT	D-E=F TOTAL EXPENSES AFTER WAIVER/ REIMBURSEMENT	AFTER WAIVER/ REIMBURSEMENT FOR UNDERLYING PORTFOLIOS	TOTAL EXPENSES FOR THE PORTFOLIOS AND UNDERLYING PORTFOLIOS AFTER WAIVER/ REIMBURSEMENT
<S>	<C>	<C>	<C>	<C>
MetLife Conservative Allocation Portfolio (3)................	0.25	0.10	0.65	0.75
MetLife Conservative to Moderate Allocation Portfolio (3)................	0.08	0.10	0.67	0.77
MetLife Moderate Allocation Portfolio (3)................	0.05	0.10	0.69	0.79
MetLife Moderate to Aggressive Allocation Portfolio (3).....	0.06	0.10	0.72	0.82
MetLife Aggressive Allocation Portfolio (3)................	0.19	0.10	0.74	0.84

</Table>
<Table>
<Caption>

MET INVESTORS FUND CLASS A ANNUAL EXPENSES FOR FISCAL YEAR ENDING DECEMBER 31, 2004 (as a percentage of average net assets) (7)	A MANAGEMENT FEES	B OTHER EXPENSES BEFORE REIMBURSEMENT	A+B=C TOTAL EXPENSES BEFORE WAIVER/ REIMBURSEMENT
<S>	<C>	<C>	<C>
PIMCO Total Return Portfolio....................	0.50	0.07	0.57
Lord Abbett Bond Debenture Portfolio (4)(5)(10)..........................	0.52	0.06	0.58
Neuberger Berman Real Estate Portfolio (4)(5)....	0.70	0.14	0.84
Met/AIM Mid Cap Core Equity (4)(5)(11)..........	0.73	0.12	0.85
Harris Oakmark International Portfolio (4)(5)(11)..........................	0.84	0.20	1.04
MFS Research International Portfolio (4)(5)(11)..........................	0.77	0.29	1.06
Janus Aggressive Growth Portfolio (4)(5)(11).....	0.68	0.14	0.82
Oppenheimer Capital Appreciation Portfolio (4)(5)............................	0.60	0.09	0.69
T Rowe Price Mid-Cap Growth Portfolio (4)(11)....	0.75	0.15	0.90
Met/AIM Small Cap Growth Portfolio (4)(5)(11)....	0.90	0.13	1.03
RCM Global Technology Portfolio (4)(5)(15).......	0.90	0.01	0.91

<Caption>

MET INVESTORS FUND CLASS A ANNUAL EXPENSES FOR FISCAL YEAR ENDING DECEMBER 31, 2004 (as a percentage of average net assets) (7)	D WAIVER/ REIMBURSEMENT	C-D=E TOTAL EXPENSES AFTER WAIVER/ REIMBURSEMENT
<S>	<C>	<C>
PIMCO Total Return Portfolio....................	0.00	0.57
Lord Abbett Bond Debenture Portfolio (4)(5)(10)..........................	0.00	0.58
Neuberger Berman Real Estate Portfolio (4)(5)....	0.00	0.84
Met/AIM Mid Cap Core Equity (4)(5)(11)..........	0.00	0.85
Harris Oakmark International Portfolio (4)(5)(11)..........................	0.00	1.04
MFS Research International Portfolio (4)(5)(11)..........................	0.00	1.06
Janus Aggressive Growth Portfolio (4)(5)(11).....	0.00	0.82
Oppenheimer Capital Appreciation		

Portfolio (4)(5)	0.00	0.69
T Rowe Price Mid-Cap Growth Portfolio (4)(11)	0.00	0.90
Met/AIM Small Cap Growth Portfolio (4)(5)(11)	0.00	1.03
RCM Global Technology Portfolio (4)(5)(15)	0.00	0.91

AMERICAN FUNDS CLASS 2 ANNUAL EXPENSES for fiscal year ending December 31, 2004 (as a percentage of average net assets)(7)	A MANAGEMENT FEES	B 12b-1 FEES	C OTHER EXPENSES BEFORE REIMBURSEMENT	A+B+C=D TOTAL EXPENSES BEFORE WAIVER/ REIMBURSEMENT
American Funds Growth-Income Portfolio (5)(9)	0.29	0.25	0.02	0.56
American Funds Growth Portfolio (5)(9)	0.35	0.25	0.01	0.61
American Funds Global Small Capitalization Portfolio (5)(9)	0.77	0.25	0.04	1.06

AMERICAN FUNDS CLASS 2 ANNUAL EXPENSES for fiscal year ending December 31, 2004 (as a percentage of average net assets)(7)	E WAIVER/ REIMBURSEMENT	D-E=F TOTAL EXPENSES AFTER WAIVER/ REIMBURSEMENT
American Funds Growth-Income Portfolio (5)(9)	0.00	0.56
American Funds Growth Portfolio (5)(9)	0.00	0.61
American Funds Global Small Capitalization Portfolio (5)(9)	0.00	1.06

(5) 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.

(6) PRIOR TO THE OPENING OF BUSINESS ON MAY 3, 2004, THE FI MID CAP OPPORTUNITIES PORTFOLIO WAS MERGED INTO THE JANUS MID CAP PORTFOLIO AND FIDELITY MANAGEMENT & RESEARCH COMPANY BECAME SUB-INVESTMENT MANAGER FOR THE PORTFOLIO WHICH CHANGED ITS NAME TO FI MID CAP OPPORTUNITIES PORTFOLIO.

(7) CERTAIN METROPOLITAN FUND SUB-INVESTMENT MANAGERS DIRECTED CERTAIN PORTFOLIO TRADES TO BROKERS WHO PAID A PORTION OF THE PORTFOLIO'S EXPENSES. IN ADDITION, THE EXPENSE INFORMATION FOR THE METROPOLITAN FUND PORTFOLIOS DOES NOT REFLECT THESE REDUCTIONS OR CREDITS. SEE THE FUND'S PROSPECTUS FOR MORE INFORMATION. THE TABLES DO NOT REFLECT ANY VOLUNTARY WAIVER OF INVESTMENT MANAGEMENT FEES OF ANY OF THE PORTFOLIOS. SEE THE SAI FOR MORE INFORMATION.

(8) ON DECEMBER 16, 2003, FIDELITY RESEARCH & MANAGEMENT COMPANY BECAME THE SUB-INVESTMENT MANAGER FOR THE PUTNAM INTERNATIONAL STOCK PORTFOLIO, WHICH CHANGED ITS NAME TO FI INTERNATIONAL STOCK PORTFOLIO.

(9) THE AMERICAN FUNDS 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 THE AMERICAN FUNDS' PROSPECTUS. WE ARE PAID THE RULE 12B-1 FEE IN CONNECTION WITH THE CLASS 2 SHARES OF THE AMERICAN FUNDS.

(10) ON APRIL 29, 2002, THE STATE STREET RESEARCH INCOME PORTFOLIO OF THE METROPOLITAN FUND WAS MERGED INTO THE STATE STREET RESEARCH BOND INCOME PORTFOLIO OF THE NEW ENGLAND ZENITH FUND AND THE LOOMIS SAYLES HIGH YIELD BOND PORTFOLIO OF THE METROPOLITAN FUND WAS MERGED INTO THE LORD ABBETT BOND DEBENTURE PORTFOLIO OF THE MET INVESTORS FUND.

(11) FEES WAIVED OR EXPENSES REIMBURSED BY THE INVESTMENT MANAGER OF THESE PORTFOLIOS IN PRIOR YEARS WERE REPAID IN THE LAST FISCAL YEAR TO THE INVESTMENT MANAGER BY THESE PORTFOLIOS WITH THE APPROVAL OF THE FUND'S BOARD OF TRUSTEES. THESE AMOUNTS ARE INCLUDED IN THE "OTHER EXPENSES BEFORE REIMBURSEMENT" COLUMN. THE AMOUNTS PER PORTFOLIO ARE:

<Table>

<Caption>

PORTFOLIO	PERCENTAGE
JANUS AGGRESSIVE GROWTH PORTFOLIO	0.05%
MFS RESEARCH INTERNATIONAL PORTFOLIO	0.12%
MET/AIM MID CAP CORE EQUITY PORTFOLIO	0.02%
MET/AIM SMALL CAP GROWTH PORTFOLIO	0.01%
HARRIS OAKMARK INTERNATIONAL PORTFOLIO	0.01%
T. ROWE PRICE MID-CAP GROWTH PORTFOLIO	0.07%

</Table>

(12) EFFECTIVE JANUARY 31, 2005, BLACKROCK ADVISORS, INC. BECAME THE SUB-INVESTMENT MANAGER FOR THE STATE STREET RESEARCH BOND INCOME PORTFOLIO, THE STATE STREET RESEARCH DIVERSIFIED PORTFOLIO, THE STATE STREET RESEARCH LARGE CAP VALUE PORTFOLIO, THE STATE STREET RESEARCH INVESTMENT TRUST PORTFOLIO, THE STATE STREET RESEARCH LARGE CAP GROWTH PORTFOLIO, THE STATE STREET RESEARCH AGGRESSIVE GROWTH PORTFOLIO AND THE STATE STREET RESEARCH AURORA PORTFOLIO, WHICH CHANGED THEIR NAMES, AS SHOWN IN THE FOLLOWING TABLE:

<Table>
<Caption>

PRIOR PORTFOLIO NAME	NEW PORTFOLIO NAME
STATE STREET RESEARCH AURORA PORTFOLIO	BLACKROCK STRATEGIC VALUE PORTFOLIO
STATE STREET RESEARCH AGGRESSIVE GROWTH PORTFOLIO	BLACKROCK AGGRESSIVE GROWTH PORTFOLIO
STATE STREET RESEARCH BOND INCOME PORTFOLIO	BLACKROCK BOND INCOME PORTFOLIO
STATE STREET RESEARCH DIVERSIFIED PORTFOLIO	BLACKROCK DIVERSIFIED PORTFOLIO
STATE STREET RESEARCH INVESTMENT TRUST PORTFOLIO	BLACKROCK INVESTMENT TRUST PORTFOLIO
STATE STREET RESEARCH LARGE CAP GROWTH PORTFOLIO	BLACKROCK LEGACY LARGE CAP GROWTH PORTFOLIO
STATE STREET RESEARCH LARGE CAP VALUE PORTFOLIO	BLACKROCK LARGE CAP VALUE PORTFOLIO

</Table>

(13) PRIOR TO THE OPENING OF BUSINESS ON MAY 2, 2005, THE MET/PUTNAM VOYAGER PORTFOLIO OF THE METROPOLITAN FUND WAS MERGED INTO THE JENNISON GROWTH PORTFOLIO OF THE METROPOLITAN FUND.

(14) ON MAY 1, 2005, OPPENHEIMERFUNDS, INC. BECAME THE SUB-INVESTMENT MANAGER FOR THE SCUDDER GLOBAL EQUITY PORTFOLIO WHICH CHANGED ITS NAME TO THE OPPENHEIMER GLOBAL EQUITY PORTFOLIO.

(15) ON JANUARY 15, 2005, RCM CAPITAL MANAGEMENT LLC BECAME THE SUB-INVESTMENT MANAGER FOR THE PIMCO PEA INNOVATION PORTFOLIO WHICH CHANGED ITS NAME TO RCM GLOBAL TECHNOLOGY PORTFOLIO.

(16) THESE PORTFOLIOS ARE "FUND OF FUNDS" PORTFOLIOS THAT INVEST SUBSTANTIALLY ALL OF THEIR ASSETS IN OTHER PORTFOLIOS OF THE METROPOLITAN FUND OR THE MET INVESTORS FUND. BECAUSE THESE PORTFOLIOS INVEST IN OTHER UNDERLYING PORTFOLIOS, EACH OF THESE PORTFOLIOS ALSO WILL BEAR ITS PRO RATA PORTION OF THE OPERATING EXPENSES OF THE UNDERLYING PORTFOLIOS IN WHICH IT INVESTS, INCLUDING THE INVESTMENT MANAGEMENT FEE. THESE PORTFOLIOS WILL BEGIN OPERATIONS ON OR ABOUT MAY 1, 2005. THE EXPENSE INFORMATION IN THE FEE TABLE IS AN ESTIMATE OF THE PORTFOLIOS' EXPENSES THROUGH DECEMBER 31, 2005. THE TOTAL EXPENSES AFTER WAIVER/REIMBURSEMENT FOR UNDERLYING PORTFOLIOS INCLUDES THE ESTIMATED EXPENSES OF THE UNDERLYING PORTFOLIOS (AFTER APPLICABLE FEE WAIVERS AND EXPENSE REIMBURSEMENTS) AS OF THE DATE OF THIS PROSPECTUS. THE ESTIMATED TOTAL ANNUAL OPERATING EXPENSES OF THE PORTFOLIOS (BEFORE APPLICABLE FEE WAIVERS AND EXPENSE REIMBURSEMENTS), INCLUDING THE WEIGHTED AVERAGE OF THE TOTAL OPERATING EXPENSES OF THE UNDERLYING PORTFOLIOS (BEFORE APPLICABLE FEE WAIVERS AND REIMBURSEMENTS) AS OF THE DATE OF THIS PROSPECTUS ARE: 1.00% FOR THE METLIFE CONSERVATIVE ALLOCATION PORTFOLIO, 0.85% FOR THE METLIFE CONSERVATIVE TO MODERATE ALLOCATION PORTFOLIO; 0.85% FOR THE METLIFE MODERATE ALLOCATION PORTFOLIO, 0.88% FOR THE METLIFE MODERATE TO AGGRESSIVE ALLOCATION PORTFOLIO, AND 1.04% FOR THE METLIFE AGGRESSIVE ALLOCATION PORTFOLIO. CONTRACT OWNERS MAY BE ABLE TO REALIZE LOWER AGGREGATE EXPENSES BY INVESTING DIRECTLY IN THE UNDERLYING PORTFOLIOS INSTEAD OF INVESTING IN THE PORTFOLIOS. A CONTRACT OWNER WHO CHOOSES TO INVEST DIRECTLY IN THE UNDERLYING PORTFOLIOS WOULD NOT, HOWEVER, RECEIVE THE ASSET ALLOCATION SERVICES PROVIDED BY METLIFE ADVISERS.

EXAMPLES

The examples are intended to help you compare the cost of investing in the Deferred Annuity with the cost of investing in other variable annuity contracts. These costs include the contract owner transaction expenses (described in the first table), the Separate Account and other costs you bear while you hold the Deferred Annuity (described in the second table) and Portfolio fees and expenses (described in the third table).

EXAMPLE 1.

This example shows the dollar amount of expenses that you would bear directly or indirectly on a $10,000 investment for a Deferred Annuity for the time periods indicated. Your actual costs may be higher or lower.

ASSUMPTIONS:

- a maximum Separate Account charge of 0.95%;
- there was no allocation to the Fixed Interest Account;
- reimbursement and/or waiver of expenses was not in effect;
- the underlying Portfolio has a 5% return each year;
- you bear the minimum or maximum fees and expenses of any of the Portfolios; and
- you surrender the Contract, do not surrender the Contract, or you do not elect to annuitize (no withdrawal charges apply).

	1 YEAR	3 YEARS	5 YEARS	10 YEARS
Maximum	$215	$664	$1,139	$2,450
Minimum	$128	$399	$ 690	$1,518

EXAMPLE 2.

This example shows the dollar amount of expenses that you would bear directly or indirectly if you elect to annuitize the Contract with a $10,000 investment for the time periods indicated. Your actual costs may be higher or lower.

ASSUMPTIONS:

- a maximum Separate Account charge of 0.95%;
- there was no allocation to the Fixed Interest Account;
- reimbursement and/or waiver of expenses was not in effect;
- the underlying Portfolio has a 5% return each year;
- you bear the minimum or the maximum fees and expenses of any of the Portfolios; and
- you elect to annuitize using pay-out Version I.

	1 YEAR	3 YEARS	5 YEARS	10 YEARS
Maximum	$206	$592	$941	$1,638
Minimum	$123	$357	$571	$1,014

EXAMPLE 3. (only for Contracts purchased prior to May 1, 2004)

This example shows the dollar amount of expenses that you would bear directly or indirectly if you elect to annuitize the Contract with a $10,000 investment for the time periods indicated. Your actual costs may be higher or lower.

ASSUMPTIONS:

- a maximum Separate Account charge of 1.25%;
- no allocation to the Basic Fixed Income Option and Flexible Fixed Payment Option (as described later in the Prospectus);
- a constant 7% specified interest rate;
- reimbursement and/or waiver of expenses was not in effect;
- the underlying Portfolio has a 5% return each year;
- you bear the minimum or the maximum fees and expenses of the available Portfolios; and
- you elect to annuitize. (8)

	1 YEAR	3 YEARS	5 YEARS	10 YEARS

<S>	<C>	<C>	<C>	<C>
Maximum..	$225	$628	$968	$1,572
Minimum..	$150	$422	$656	$1,081

</Table>

(8) THE EXAMPLE ASSUMES THAT A DEFERRED ANNUITY PAYING MONTHLY BENEFITS IS ANNUITIZED AT THE BEGINNING OF YEAR 1 BY A MALE, AGE 65 AND IS PAYING MONTHLY BENEFITS DURING THE PERIOD SHOWN.

ACCUMULATION UNIT VALUES FOR EACH INVESTMENT DIVISION

THESE TABLES AND BAR CHARTS SHOW FLUCTUATIONS IN THE ACCUMULATION UNIT VALUES FOR EACH INVESTMENT DIVISION FROM YEAR END TO YEAR END. THE INFORMATION IN THIS TABLE HAS BEEN DERIVED FROM THE SEPARATE ACCOUNT'S FULL FINANCIAL STATEMENTS OR OTHER REPORTS (SUCH AS THE ANNUAL REPORT). THE FIRST TABLE AND CHARTS SHOW THE DEFERRED ANNUITY THAT HAS THE MAXIMUM GUARANTEED SEPARATE ACCOUNT CHARGE (0.95%), AND THE SECOND TABLE AND CHARTS SHOW THE DEFERRED ANNUITY THAT HAS THE LOWEST SEPARATE ACCOUNT CHARGE (0.45%). A TABLE WITH ACCUMULATION UNIT VALUES FOR DEFERRED ANNUITIES WITH SEPARATE ACCOUNT CHARGES OTHER THAN THE MINIMUM AND THE MAXIMUM APPEARS IN THE SAI, WHICH IS AVAILABLE UPON REQUEST WITHOUT CHARGE BY CALLING 1-866-438-6477.

<Table>
<Caption>

METLIFE ASSET BUILDER DEFERRED ANNUITIES Table 1 and Bar Chart 1 (Maximum Guaranteed Charge)	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
<S>	<C>	<C>	<C>	<C>
Salomon Brothers U.S. Government Division(d)...	2004	$10.00	$10.28	409.87
[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]				
Year End Accumulation Unit Value				
BlackRock Bond Income Division(a)(b)...	2004	10.97	11.35	22,821.63
	2003	10.46	10.97	21,409.22
	2002	9.75	10.46	4,305.23
	2001	9.73	9.75	0
[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]				
Year End Accumulation Unit Value				
Lehman Brothers(R) Aggregate Bond Division(a)...	2004	10.88	11.21	22,656.13
	2003	10.59	10.88	21,839.65
	2002	9.70	10.59	14,828.68
	2001	9.67	9.70	0
[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]				
Year End Accumulation Unit Value				
PIMCO Total Return Division(d)........	2004	10.00	10.41	1,890.71
[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]				
Year End Accumulation Unit Value				

</Table>

[LUCY WITH STOCK TICKER GRAPHIC]

ACCUMULATION UNIT VALUES (CONTINUED)

<Table>
<Caption>

METLIFE ASSET BUILDER DEFERRED ANNUITIES Table 1 and Bar Chart 1 (Maximum Guaranteed Charge)	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
<S>	<C>	<C>	<C>	<C>
Salomon Brothers Strategic Bond Opportunities Division(d).........................	2004	$ 9.97	$10.63	375.50

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]

Year End Accumulation Unit Value

Lord Abbett Bond Debenture Division(a)(c)...	2004	11.79	12.66	5,048.52
	2003	9.96	11.79	3,717.97
	2002	9.92	9.96	917.29
	2001	10.00	9.92	0

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]

Year End Accumulation Unit Value

BlackRock Diversified Division(a).....	2004	10.97	11.80	4,427.39
	2003	9.19	10.97	3,931.09
	2002	10.77	9.19	1,357.98
	2001	10.87	10.77	0

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]

Year End Accumulation Unit Value

MFS Total Return Division(d)..........	2004	10.04	10.97	3,267.76

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]

Year End Accumulation Unit Value

MFS Investors Trust Division(d).......	2004	10.07	11.21	0.00

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]

Year End Accumulation Unit Value

American Funds Growth-Income Division(d)...	2004	10.06	10.88	387.26

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]

Year End Accumulation Unit Value

BlackRock Large Cap Value Division(d)...	2004	10.10	11.18	0.00

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]

Year End Accumulation Unit Value

</Table>

ACCUMULATION UNIT VALUES (CONTINUED)

<Table>
<Caption>

METLIFE ASSET BUILDER DEFERRED ANNUITIES Table 1 and Bar Chart 1 (Maximum Guaranteed Charge)	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
<S>	<C>	<C>	<C>	<C>
Davis Venture Value Division(a).......	2004	$11.45	$12.75	26,181.09
	2003	8.83	11.45	16,187.74
	2002	10.66	8.83	7,235.96
	2001	10.70	10.66	0

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]

Year End Accumulation Unit Value

FI Value Leaders Division(d)..........	2004	10.09	11.43	29.59

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]

Year End Accumulation Unit Value

Harris Oakmark Large Cap Value Division(a)...	2004	10.74	11.85	15,969.53
	2003	8.64	10.74	12,822.71
	2002	10.16	8.64	7,246.30
	2001	10.02	10.16	0

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]

Year End Accumulation Unit Value

Harris Oakmark Focused Value Division(a)...	2004	10.08	10.99	393.98

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]

Year End Accumulation Unit Value

Neuberger Berman Real Estate Division(a)...	2004	4.08	2.13	953.41

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]

Year End Accumulation Unit Value

BlackRock Investment Trust Division(a)...	2004	10.83	11.89	5,802.64
	2003	8.39	10.83	4,710.66
	2002	11.46	8.39	4,019.83
	2001	11.63	11.46	0

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]

Year End Accumulation Unit Value
</Table>

ACCUMULATION UNIT VALUES (CONTINUED)

<Table>
<Caption>

METLIFE ASSET BUILDER DEFERRED ANNUITIES Table 1 and Bar Chart 1 (Maximum Guaranteed Charge)	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
<S>	<C>	<C>	<C>	<C>
MetLife Stock Index Division(a).......	2004	$10.82	$11.85	87,572.68
	2003	8.52	10.82	97,831.67
	2002	11.07	8.52	69,373.58
	2001	11.26	11.07	0

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]

Year End Accumulation Unit Value

Neuberger Berman Mid Cap Value Division(a)...	2004	11.80	14.37	36,287.30
	2003	8.73	11.80	16,177.54
	2002	9.75	8.73	9,207.29
	2001	9.62	9.75	0

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]

Year End Accumulation Unit Value

BlackRock Strategic Value Division(a)...	2004	11.58	13.23	14,450.86
	2003	7.78	11.58	10,532.03
	2002	9.98	7.78	4,888.82
	2001	9.86	9.98	0

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]

Year End Accumulation Unit Value

FI Mid Cap Opportunities Division(a)...	2004	11.28	13.10	2,013.21
	2003	8.46	11.28	1,510.03
	2002	12.02	8.46	751.49
	2001	12.18	12.02	0

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]

Year End Accumulation Unit Value

Met/AIM Mid Cap Core Equity Division(a)...	2004	10.10	10.95	0.00

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]

Year End Accumulation Unit Value

MetLife Mid Cap Stock Index Division(a)...	2004	11.27	12.95	18,720.31

	2003	8.43	11.27	15,770.85
	2002	10.00	8.43	12,716.05
	2001	9.96	10.00	0

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]

Year End Accumulation Unit Value
</Table>

ACCUMULATION UNIT VALUES (CONTINUED)

<Table>
<Caption>

METLIFE ASSET BUILDER DEFERRED ANNUITIES Table 1 and Bar Chart 1 (Maximum Guaranteed Charge)	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
<S>	<C>	<C>	<C>	<C>
FI International Stock Division(a)....	2004	$10.95	$12.82	298.75
	2003	8.64	10.95	131.85
	2002	10.58	8.64	7.86
	2001	10.81	10.58	0
[graph of year end accumulation unit value]				
Year End Accumulation Unit Value				
Harris Oakmark International Division(d)...	2004	10.03	11.70	0.00
[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]				
Year End Accumulation Unit Value				
MFS Research International Division(d)...	2004	10.02	11.55	0.00
[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]				
Year End Accumulation Unit Value				
Morgan Stanley EAFE(R) Index Division(a)...	2004	11.77	13.94	7,609.61
	2003	8.63	11.77	6,854.57
	2002	10.44	8.63	2,927.15
	2001	10.68	10.44	0
[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]				
Year End Accumulation Unit Value				
Oppenheimer Global Equity Division(a)...	2004	11.21	12.93	3,074.79
	2003	8.67	11.21	3,066.26
	2002	10.42	8.67	314.60
	2001	10.46	10.42	0
[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]				
Year End Accumulation Unit Value				
American Funds Growth Division(d).....	2004	10.08	10.99	0.00
[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]				
Year End Accumulation Unit Value				
BlackRock Legacy Large Cap Growth Division(d)...	2004	10.08	11.10	0.00
[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]				
Year End Accumulation Unit Value				

</Table>

ACCUMULATION UNIT VALUES (CONTINUED)

<Table>
<Caption>

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

METLIFE ASSET BUILDER DEFERRED ANNUITIES Table 1 and Bar Chart 1 (Maximum Guaranteed Charge)	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
Janus Aggressive Growth Division(d)...	2004	$10.07	$11.00	30.75

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]

Year End Accumulation Unit Value

Met/Putnam Voyager Division(a)........	2004	10.56	10.98	10,650.27
	2003	8.46	10.56	10,624.33
	2002	12.01	8.46	320.01
	2001	12.50	12.01	0

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]

Year End Accumulation Unit Value

T. Rowe Price Large Cap Growth Division(a)...	2004	11.20	12.19	9,801.97
	2003	8.64	11.20	2,250.21
	2002	11.36	8.64	395.58
	2001	11.47	11.36	0

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]

Year End Accumulation Unit Value

Loomis Sayles Small Cap Division(a)...	2004	10.98	12.66	20,820.08
	2003	8.12	10.98	15,828.88
	2002	10.45	8.12	8,252.11
	2001	10.37	10.45	0

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]

Year End Accumulation Unit Value

Russell 2000(R) Index Division(a).....	2004	11.81	13.77	23,289.66
	2003	8.16	11.81	18,403.17
	2002	10.35	8.16	3,215.61
	2001	10.23	10.35	0

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]

Year End Accumulation Unit Value

BlackRock Aggressive Growth Division(a)...	2004	11.31	12.66	4,046.33
	2003	8.11	11.31	3,226.47
	2002	11.49	8.11	3,156.97
	2001	11.68	11.49	0

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]

Year End Accumulation Unit Value
</Table>

ACCUMULATION UNIT VALUES (CONTINUED)

<Table>
<Caption>

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

METLIFE ASSET BUILDER DEFERRED ANNUITIES Table 1 and Bar Chart 1 (Maximum Guaranteed Charge)	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
T. Rowe Price Mid-Cap Growth Division(d)...	2004	$10.11	$11.51	88.41

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]

Year End Accumulation Unit Value

Franklin Templeton Small Cap Growth Division(d)...	2004	10.05	11.19	41.79
[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]				
Year End Accumulation Unit Value				
Met/AIM Small Cap Growth Division(d)...	2004	10.09	10.86	11.91
[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]				
Year End Accumulation Unit Value				
T. Rowe Price Small Cap Growth Division(a)...	2004	11.53	12.68	18,538.19
	2003	8.26	11.53	16,841.70
	2002	11.37	8.26	12,326.50
	2001	11.31	11.37	0
[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]				
Year End Accumulation Unit Value				
American Funds Global Small Capitalization Division(d).........................	2004	10.01	11.34	0.00
[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]				
Year End Accumulation Unit Value				
RCM Global Technology Division(d).....	2004	10.07	10.51	0.00
[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]				
Year End Accumulation Unit Value				

</Table>

ACCUMULATION UNIT VALUES FOR EACH INVESTMENT DIVISION

<Table>
<Caption>

METLIFE ASSET BUILDER DEFERRED ANNUITIES Table 2 and Bar Chart 2 (Lowest Charge)	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
<S>	<C>	<C>	<C>	<C>
Salomon Brothers U.S. Government Division(d)..................	2004	$10.00	$10.31	0
[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]				
Year End Accumulation Unit Value				
BlackRock Bond Income Division(a)(b)...	2004	10.62	11.63	0
	2003	10.62	11.19	0
	2002	9.85	10.62	0
	2001	9.83	9.85	0
[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]				
Year End Accumulation Unit Value				
Lehman Brothers(R) Aggregate Bond Division(a)..................	2004	11.20	11.61	0
	2003	10.86	11.20	0
	2002	9.90	10.86	0
	2001	9.87	9.90	0
[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]				
Year End Accumulation Unit Value				
PIMCO Total Return Division(d)...	2004	10.00	10.45	0
[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]				
Year End Accumulation Unit Value				

Salomon Brothers Strategic Bond Opportunities Division(d).....	2004	9.98	10.67	0

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]
Year End Accumulation Unit Value

Lord Abbett Bond Debenture Division(a)(c)................	2004	11.62	12.55	0
	2003	9.77	11.62	0
	2002	9.69	9.77	0
	2001	9.75	9.69	0

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]
Year End Accumulation Unit Value
</Table>

[LUCY WITH STOCK TICKER GRAPHIC]

ACCUMULATION UNIT VALUES (CONTINUED)

<Table>
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METLIFE ASSET BUILDER DEFERRED ANNUITIES Table 2 and Bar Chart 2 (Lowest Charge)	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
<S>	<C>	<C>	<C>	<C>
BlackRock Diversified Division(a)...	2004	$10.57	$11.42	0
	2003	8.81	10.57	0
	2002	10.27	8.81	0
	2001	10.36	10.27	0

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]
Year End Accumulation Unit Value

MFS Total Return Division(d)....	2004	10.04	11.01	0

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]
Year End Accumulation Unit Value

MFS Investors Trust Division(d)...	2004	10.07	11.25	0

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]
Year End Accumulation Unit Value

American Funds Growth-Income Division(d)..................	2004	10.06	10.92	0

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]
Year End Accumulation Unit Value

BlackRock Large Cap Value Division(d)...	2004	10.10	11.22	0

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]
Year End Accumulation Unit Value

Davis Venture Value Division(a)...	2004	11.18	21.51	0
	2003	8.58	11.18	0
	2002	10.31	8.58	0
	2001	10.34	10.31	0

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]
Year End Accumulation Unit Value

FI Value Leaders Division(d)....	2004	10.09	11.47	0

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]
Year End Accumulation Unit Value
</Table>

ACCUMULATION UNIT VALUES (CONTINUED)

<Table>
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METLIFE ASSET BUILDER DEFERRED ANNUITIES Table 2 and Bar Chart 2 (Lowest Charge)	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
<S>	<C>	<C>	<C>	<C>
Harris Oakmark Large Cap Value Division(a)..................	2004	$10.45	$11.59	0
	2003	8.36	10.45	0
	2002	9.78	8.36	0
	2001	9.64	9.78	0
[GRAPH OF YEAR END ACCUMULATION UNIT VALUE] Year End Accumulation Unit Value				
Harris Oakmark Focused Value Division(d)..................	2004	10.08	11.02	0
[GRAPH OF YEAR END ACCUMULATION UNIT VALUE] Year End Accumulation Unit Value				
Neuberger Berman Real Estate Division(d)..................	2004	4.08	2.13	0
[GRAPH OF YEAR END ACCUMULATION UNIT VALUE] Year End Accumulation Unit Value				
BlackRock Investment Trust Division(a)..................	2004	10.03	11.07	0
	2003	7.73	10.03	0
	2002	10.51	7.73	0
	2001	10.66	10.51	0
[GRAPH OF YEAR END ACCUMULATION UNIT VALUE] Year End Accumulation Unit Value				
MetLife Stock Index Division(a)...	2004	10.00	11.00	0
	2003	7.84	10.00	0
	2002	10.14	7.84	0
	2001	10.30	10.14	0
[GRAPH OF YEAR END ACCUMULATION UNIT VALUE] Year End Accumulation Unit Value				
Neuberger Berman Mid Cap Value Division(a)..................	2004	11.92	14.59	0
	2003	8.77	11.92	0
	2002	9.75	8.77	0
	2001	9.61	9.75	0
[GRAPH OF YEAR END ACCUMULATION UNIT VALUE] Year End Accumulation Unit Value				

</Table>

ACCUMULATION UNIT VALUES (CONTINUED)

<Table>
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METLIFE ASSET BUILDER DEFERRED ANNUITIES Table 2 and Bar Chart 2 (Lowest Charge)	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
<S>	<C>	<C>	<C>	<C>

BlackRock Aggressive Growth Division(a)..................	2004	$11.22	$12.15	0
	2003	7.71	10.80	0
	2002	10.86	7.71	0
	2001	11.04	10.86	0
[GRAPH OF YEAR END ACCUMULATION UNIT VALUE] Year End Accumulation Unit Value				
FI Mid Cap Opportunities Division(a)...	2004	10.76	12.56	0
	2003	8.03	10.76	0
	2002	11.35	8.03	0
	2001	11.50	11.35	0
[GRAPH OF YEAR END ACCUMULATION UNIT VALUE] Year End Accumulation Unit Value				
Met/AIM Mid Cap Core Equity Division(d)..................	2004	10.10	10.99	0
[GRAPH OF YEAR END ACCUMULATION UNIT VALUE] Year End Accumulation Unit Value				
MetLife Mid Cap Stock Index Division(a)..................	2004	11.22	12.96	0
	2003	8.35	11.22	0
	2002	9.85	8.35	0
	2001	9.81	9.85	0
[GRAPH OF YEAR END ACCUMULATION UNIT VALUE] Year End Accumulation Unit Value				
FI International Stock Division(a)...	2004	12.82	12.73	0
	2003	8.49	10.82	0
	2002	10.34	8.49	0
	2001	10.56	10.34	0
[GRAPH OF YEAR END ACCUMULATION UNIT VALUE] Year End Accumulation Unit Value				
Harris Oakmark International Division(d)..................	2004	10.03	11.74	0
[GRAPH OF YEAR END ACCUMULATION UNIT VALUE] Year End Accumulation Unit Value				

</Table>

ACCUMULATION UNIT VALUES (CONTINUED)

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METLIFE ASSET BUILDER DEFERRED ANNUITIES Table 2 and Bar Chart 2 (Lowest Charge)	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
<S>	<C>	<C>	<C>	<C>
MFS Research International Division(d)..................	2004	$10.02	$11.59	0
[GRAPH OF YEAR END ACCUMULATION UNIT VALUE] Year End Accumulation Unit Value				
Morgan Stanley EAFE(R) Index Division(a)..................	2004	11.81	14.07	0
	2003	8.62	11.81	0
	2002	10.37	8.62	0
	2001	10.61	10.37	0
[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]				

Year End Accumulation Unit Value

Oppenheimer Global Equity Division(a)...	2004	11.07	12.83	0
	2003	8.52	11.07	0
	2002	10.19	8.52	0
	2001	10.22	10.19	0

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]
Year End Accumulation Unit Value

American Funds Growth Division(d)...	2004	10.08	11.02	0

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]
Year End Accumulation Unit Value

BlackRock Legacy Large Cap Growth Division(d)..................	2004	10.08	11.14	0

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]
Year End Accumulation Unit Value

Janus Aggressive Growth Division(d)...	2004	10.07	11.04	0

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]
Year End Accumulation Unit Value
</Table>

ACCUMULATION UNIT VALUES (CONTINUED)

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METLIFE ASSET BUILDER DEFERRED ANNUITIES Table 2 and Bar Chart 2 (Lowest Charge)	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
<S>	<C>	<C>	<C>	<C>
Met/Putnam Voyager Division(a)...	2004	$ 9.46	$ 9.88	0
	2003	7.55	9.46	0
	2002	10.67	7.55	0
	2001	11.09	10.67	0

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]
Year End Accumulation Unit Value

T. Rowe Price Large Cap Growth Division(a)..................	2004	10.34	11.32	0
	2002	10.39	7.94	0
	2001	10.48	10.39	0

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]
Year End Accumulation Unit Value

Loomis Sayles Small Cap Division(a)...	2004	10.84	12.55	0
	2003	7.98	10.84	0
	2002	10.22	7.98	0
	2001	10.14	10.22	0

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]
Year End Accumulation Unit Value

Russell 2000(R) Index Division(a)...	2004	11.72	13.75	
	2003	8.06	11.72	0
	2002	10.17	8.06	0
	2001	10.05	10.17	0

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]
Year End Accumulation Unit Value

BlackRock Aggressive Growth

Division(a)..................	2004	10.80	12.15	0
	2003	7.71	10.80	0
	2002	10.86	7.71	0
	2001	11.04	10.86	0

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]
Year End Accumulation Unit Value

T. Rowe Price Mid-Cap Growth Division(d)..................	2004	10.11	11.54	0

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]
Year End Accumulation Unit Value
</Table>

ACCUMULATION UNIT VALUES (CONTINUED)

<Table>
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METLIFE ASSET BUILDER DEFERRED ANNUITIES Table 2 and Bar Chart 2 (Lowest Charge)	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
<S>	<C>	<C>	<C>	<C>
Franklin Templeton Small Cap Growth Division(d)..................	2004	$10.05	$11.23	0

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]
Year End Accumulation Unit Value

Met/AIM Small Cap Growth Division(d)...	2004	10.09	10.89	0

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]
Year End Accumulation Unit Value

T. Rowe Price Small Cap Growth Division(a)..................	2004	10.94	12.10	0
	2003	7.80	10.94	0
	2002	10.68	7.80	0
	2001	10.62	10.68	0

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]
Year End Accumulation Unit Value

American Funds Global Small Capitalization Division(d)....	2004	10.01	11.38	0

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]
Year End Accumulation Unit Value

RCM Global Technology Division(d)...	2004	10.07	10.55	0

[GRAPH OF YEAR END ACCUMULATION UNIT VALUE]
Year End Accumulation Unit Value
</Table>

(a) Inception Date: December 6, 2001.

(b) The assets of the State Street Research Income Division were merged into this investment division on April 29, 2002. Accumulation unit values prior to April 29, 2002, are those of State Street Research Income Division.

(c) The assets of Loomis Sayles High Yield Bond Division were merged into this investment division on April 29, 2002. Accumulation unit values prior to April 29, 2002, are those of Loomis Sayles High Yield Bond Division.

(d) Inception Date: May 1, 2004. The beginning accumulation unit value shown is as of the first business day, May 3, 2004.

METLIFE

Metropolitan Life Insurance Company ("MetLife") is a wholly-owned subsidiary of MetLife, Inc., a publicly traded company. Our main office is located at 200 Park Avenue, New York, New York 10166-0188. MetLife was formed under the laws of New York State in 1868. MetLife, Inc., through its subsidiaries and affiliates, is a leading provider of insurance and other financial services to individual and institutional customers. The MetLife companies serve individuals in approximately 13 million households in the United States and provide benefits to 37 million employees and family members through their plan sponsors. Outside the U.S., the MetLife companies serve approximately 9 million customers through direct insurance operations in Argentina, Brazil, Chile, China, Hong Kong, India, Indonesia, Mexico, South Korea, Taiwan, and Uruguay.

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 MetLife Asset Builder Variable Annuity Contracts and 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.

VARIABLE ANNUITIES

This Prospectus describes a type of variable annuity, a Deferred Annuity. These annuities are "variable" because the value of your account varies based on the investment performance of the investment divisions you choose. In short, the value of your Deferred Annuity or 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 for each investment division rises or falls based on the investment performance (or "experience") of the Portfolio with the same name. Your income payment under your Deferred Annuity may also vary. These payments also vary based upon investment performance. If your Deferred Annuity was purchased prior to May 1, 2004, your income payment may also vary based upon market interest rates. 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 Interest Account". With the Fixed Interest Account, your money earns a rate of interest that we guarantee. The Deferred Annuities have a fixed payment option called the Fixed Income Option. Deferred Annuities purchased prior to May 1, 2004 have other available fixed options. Under the Fixed Income Option and these other fixed options, we guarantee the amount of your fixed income payments. These fixed options are not described in this Prospectus although we occasionally refer to them.

A 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 any investment returns as long as the money remains in your account.

IRAs 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 in an IRA such as the availability of a guaranteed income for life or the death benefits.

The pay-out phase begins when you either take all of your money out of the account or you 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 various insurance benefits such as pay-out options, including our guarantee of income for your lifetime, they are "annuities."

The group Deferred Annuities described in this Prospectus are offered to an employer, association, trust or other group for its employees, members or participants.

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

YOUR INVESTMENT CHOICES

The Metropolitan Fund, the Met Investors Fund and American Funds 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 Met Investors Fund and American Funds prospectuses are attached at the end of this Prospectus. You should read these prospectuses carefully before making purchase payments to the investment divisions. Except for the American Funds, the classes of shares available to the MetLife Asset Builder Variable Annuities do not impose any 12b-1 Plan fees.

<Table>

<S>	<C>
SALOMON BROTHERS U.S. GOVERNMENT PORTFOLIO	SEEKS TO MAXIMIZE TOTAL RETURN CONSISTENT WITH PRESERVATION OF CAPITAL AND MAINTENANCE OF LIQUIDITY
BLACKROCK BOND INCOME PORTFOLIO	SEEKS COMPETITIVE TOTAL RETURN PRIMARILY FROM INVESTING IN FIXED-INCOME SECURITIES
LEHMAN BROTHERS(R) AGGREGATE BOND INDEX PORTFOLIO	SEEKS TO EQUAL THE PERFORMANCE OF THE LEHMAN BROTHERS(R) AGGREGATE BOND INDEX
PIMCO TOTAL RETURN PORTFOLIO	SEEKS MAXIMUM TOTAL RETURN, CONSISTENT WITH THE PRESERVATION OF CAPITAL AND PRUDENT INVESTMENT MANAGEMENT
SALOMON BROTHERS STRATEGIC BOND OPPORTUNITIES PORTFOLIO	SEEKS TO MAXIMIZE TOTAL RETURN CONSISTENT WITH PRESERVATION OF CAPITAL
LORD ABBETT BOND DEBENTURE PORTFOLIO	SEEKS HIGH CURRENT INCOME AND THE OPPORTUNITY FOR CAPITAL APPRECIATION TO PRODUCE A HIGH TOTAL RETURN
BLACKROCK DIVERSIFIED PORTFOLIO	SEEKS HIGH TOTAL RETURN WHILE ATTEMPTING TO LIMIT INVESTMENT RISK AND PRESERVE CAPITAL
MFS TOTAL RETURN PORTFOLIO	SEEKS A FAVORABLE TOTAL RETURN THROUGH INVESTMENT IN A DIVERSIFIED PORTFOLIO
NEUBERGER BERMAN REAL ESTATE PORTFOLIO	SEEKS TO PROVIDE TOTAL RETURN THROUGH INVESTMENT IN REAL ESTATE SECURITIES, EMPHASIZING BOTH CAPITAL APPRECIATION AND CURRENT INCOME
AMERICAN FUNDS GROWTH-INCOME PORTFOLIO	SEEKS BOTH CAPITAL APPRECIATION AND INCOME
BLACKROCK LARGE CAP VALUE PORTFOLIO	SEEKS LONG-TERM GROWTH OF CAPITAL
DAVIS VENTURE VALUE PORTFOLIO	SEEKS GROWTH OF CAPITAL
FI VALUE LEADERS PORTFOLIO	SEEKS LONG TERM-GROWTH OF CAPITAL
HARRIS OAKMARK LARGE CAP VALUE PORTFOLIO	SEEKS LONG-TERM CAPITAL APPRECIATION
HARRIS OAKMARK FOCUSED VALUE PORTFOLIO	SEEKS LONG-TERM CAPITAL APPRECIATION
NEUBERGER BERMAN MID CAP VALUE PORTFOLIO	SEEKS CAPITAL GROWTH
BLACKROCK INVESTMENT TRUST PORTFOLIO	SEEKS LONG-TERM GROWTH OF CAPITAL AND INCOME
METLIFE STOCK INDEX PORTFOLIO	SEEKS TO EQUAL THE PERFORMANCE OF THE STANDARD & POOR'S(R) 500 COMPOSITE STOCK PRICE INDEX
MFS INVESTORS TRUST PORTFOLIO	SEEKS LONG-TERM GROWTH OF CAPITAL

	WITH A SECONDARY OBJECTIVE TO SEEK REASONABLE CURRENT INCOME
BLACKROCK STRATEGIC VALUE PORTFOLIO	SEEKS HIGH TOTAL RETURN, CONSISTING PRINCIPALLY OF CAPITAL APPRECIATION
FI MID CAP OPPORTUNITIES PORTFOLIO	SEEKS LONG-TERM GROWTH OF CAPITAL
MET/AIM MID CAP CORE EQUITY PORTFOLIO	SEEKS LONG-TERM GROWTH OF CAPITAL

</Table>

THE DEGREE OF INVESTMENT RISK YOU ASSUME WILL DEPEND ON THE INVESTMENT DIVISIONS YOU CHOOSE. WE HAVE LISTED THE FIRST GROUP OF CHOICES IN THE APPROXIMATE ORDER OF RISK FROM THE MOST CONSERVATIVE TO THE MOST AGGRESSIVE, WITH ALL THOSE WITHIN THE SAME INVESTMENT STYLE LISTED IN ALPHABETICAL ORDER. THE SECOND GROUP OF CHOICES, THE ASSET ALLOCATION PORTFOLIOS, IS ALSO LISTED IN ORDER OF RISK.

THE INVESTMENT DIVISIONS GENERALLY OFFER THE OPPORTUNITY FOR GREATER RETURNS OVER THE LONG TERM THAN OUR GUARANTEED FIXED RATE OPTION. 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.

[SNOOPY READING MENU GRAPHIC]

<Table>

<S>	<C>
METLIFE MID CAP STOCK INDEX PORTFOLIO	SEEKS TO EQUAL THE PERFORMANCE OF THE STANDARD & POOR'S(R) 400 COMPOSITE STOCK PRICE INDEX
FI INTERNATIONAL STOCK PORTFOLIO	SEEKS LONG-TERM GROWTH OF CAPITAL
HARRIS OAKMARK INTERNATIONAL PORTFOLIO	SEEKS LONG-TERM CAPITAL APPRECIATION
MFS RESEARCH INTERNATIONAL PORTFOLIO	SEEKS CAPITAL APPRECIATION
MORGAN STANLEY EAFE(R) INDEX PORTFOLIO	SEEKS TO EQUAL THE PERFORMANCE OF THE MSCI EAFE(R) INDEX
OPPENHEIMER GLOBAL EQUITY PORTFOLIO	SEEKS CAPITAL APPRECIATION
AMERICAN FUNDS GROWTH PORTFOLIO	SEEKS CAPITAL APPRECIATION THROUGH STOCKS
BLACKROCK LEGACY LARGE CAP GROWTH PORTFOLIO	SEEKS LONG-TERM GROWTH OF CAPITAL
JANUS AGGRESSIVE GROWTH PORTFOLIO	SEEKS LONG-TERM GROWTH OF CAPITAL
JENNISON GROWTH PORTFOLIO	SEEKS LONG TERM GROWTH OF CAPITAL
OPPENHEIMER CAPITAL APPRECIATION PORTFOLIO	SEEKS CAPITAL APPRECIATION
T. ROWE PRICE LARGE CAP GROWTH PORTFOLIO	SEEKS LONG TERM GROWTH OF CAPITAL AND, SECONDARILY, DIVIDEND INCOME
LOOMIS SAYLES SMALL CAP PORTFOLIO	SEEKS LONG-TERM CAPITAL GROWTH FROM INVESTMENTS IN COMMON STOCKS OR OTHER EQUITY SECURITIES
RUSSELL 2000(R) INDEX PORTFOLIO	SEEKS TO EQUAL THE RETURN OF THE RUSSELL 2000(R) INDEX
BLACKROCK AGGRESSIVE GROWTH PORTFOLIO	SEEKS MAXIMUM CAPITAL APPRECIATION
T. ROWE PRICE MID-CAP GROWTH PORTFOLIO	SEEKS TO PROVIDE LONG-TERM GROWTH OF CAPITAL
FRANKLIN-TEMPLETON SMALL CAP GROWTH PORTFOLIO	SEEKS LONG-TERM CAPITAL GROWTH
MET/AIM SMALL CAP GROWTH PORTFOLIO	SEEKS LONG-TERM GROWTH OF CAPITAL
T. ROWE PRICE SMALL CAP GROWTH PORTFOLIO	SEEKS LONG-TERM CAPITAL GROWTH
AMERICAN FUNDS GLOBAL SMALL CAPITALIZATION PORTFOLIO	SEEKS CAPITAL APPRECIATION THROUGH STOCKS
RCM GLOBAL TECHNOLOGY PORTFOLIO	SEEKS CAPITAL APPRECIATION; NO CONSIDERATION IS GIVEN TO INCOME
ASSET ALLOCATION PORTFOLIOS	
METLIFE CONSERVATIVE ALLOCATION	SEEKS A HIGH LEVEL OF CURRENT

PORTFOLIO	INCOME, WITH GROWTH OF CAPITAL A SECONDARY OBJECTIVE
METLIFE CONSERVATIVE TO MODERATE ALLOCATION PORTFOLIO	SEEKS A HIGH TOTAL RETURN IN THE FORM OF INCOME AND GROWTH OF CAPITAL, WITH A GREATER EMPHASIS ON INCOME
METLIFE MODERATE ALLOCATION PORTFOLIO	SEEKS A BALANCE BETWEEN A HIGH LEVEL OF CURRENT INCOME AND GROWTH OF CAPITAL, WITH A GREATER EMPHASIS ON GROWTH OF CAPITAL
METLIFE MODERATE TO AGGRESSIVE ALLOCATION PORTFOLIO	SEEKS GROWTH OF CAPITAL
METLIFE AGGRESSIVE ALLOCATION PORTFOLIO	SEEKS GROWTH OF CAPITAL

</Table>

Starting with the most conservative, the first group of investment choices is listed in the approximate risk relationship among each available Portfolio in the first group from the most conservative to the most aggressive, with all those within the same investment style listed in alphabetical order. The second group of investment choices, the asset allocation portfolios, is also listed in order of risk. 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 lists are intended to be guides. 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.

IF YOU PURCHASED A DEFERRED ANNUITY PRIOR TO MAY 1, 2004 AND ARE IN THE PAY-OUT PHASE OF THE DEFERRED ANNUITY, USING PAY-OUT VERSION II, THE FOLLOWING INVESTMENT CHOICES ARE NOT AVAILABLE:

SALOMON BROTHERS U.S. GOVERNMENT PORTFOLIO
SALOMON BROTHERS STRATEGIC BOND OPPORTUNITIES PORTFOLIO
MFS TOTAL RETURN PORTFOLIO
NEUBERGER BERMAN REAL ESTATE PORTFOLIO
FI VALUE LEADERS PORTFOLIO
BLACKROCK LARGE CAP VALUE PORTFOLIO
MFS INVESTORS TRUST PORTFOLIO
JANUS AGGRESSIVE GROWTH PORTFOLIO
BLACKROCK LEGACY LARGE CAP GROWTH PORTFOLIO
HARRIS OAKMARK FOCUSED VALUE PORTFOLIO
FI MID CAP OPPORTUNITIES PORTFOLIO
MET/AIM MID CAP CORE EQUITY PORTFOLIO
METLIFE MID CAP STOCK INDEX PORTFOLIO
T. ROWE PRICE MID-CAP GROWTH PORTFOLIO
FRANKLIN TEMPLETON SMALL CAP GROWTH PORTFOLIO
MET/AIM SMALL CAP GROWTH PORTFOLIO
FI INTERNATIONAL STOCK PORTFOLIO
HARRIS OAKMARK INTERNATIONAL PORTFOLIO
MFS RESEARCH INTERNATIONAL PORTFOLIO
RCM GLOBAL TECHNOLOGY PORTFOLIO
OPPENHEIMER CAPITAL APPRECIATION PORTFOLIO
METLIFE CONSERVATIVE ALLOCATION PORTFOLIO
METLIFE CONSERVATIVE TO MODERATE ALLOCATION PORTFOLIO
METLIFE MODERATE ALLOCATION PORTFOLIO
METLIFE MODERATE TO AGGRESSIVE ALLOCATION PORTFOLIO
METLIFE AGGRESSIVE ALLOCATION PORTFOLIO

The MetLife Conservative Allocation Portfolio, the MetLife Conservative to Moderate Allocation Portfolio, the MetLife Moderate Allocation Portfolio, the MetLife Moderate to Aggressive Allocation Portfolio and the MetLife Aggressive Allocation Portfolio, also known as the "asset allocation portfolios", are "fund of funds" Portfolios that invest substantially all of their assets in other Portfolios of the Metropolitan Fund or the Met Investors Fund. Therefore, each of these asset allocation portfolios will bear its pro-rata share of the fees and expenses incurred by the underlying Portfolio in which it invests in addition to its own management fees and expenses. This will reduce the investment return of each of the asset allocation portfolios. The expense levels will vary over time, depending on the mix of underlying Portfolios in which the asset allocation portfolio invests. Contract owners may be able to realize lower aggregate expenses by investing directly in the underlying Portfolios instead of investing in the asset allocation portfolios. A contract owner who chooses to invest directly in the underlying Portfolios would not, however, receive asset allocation services provided by MetLife Advisers. For more information regarding the asset allocation portfolios, please read the prospectus for these portfolios.

Some of the investment choices may not be available under the terms of the Deferred Annuity. The 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.

* Your employer, association or other group contract owner limits available investment divisions.

* 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 the Metropolitan Fund, Met Investors Fund or the American Funds, 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 and the Met Investors Fund are available 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 Funds Portfolios are made available by the American Funds only through various insurance company annuities and life insurance policies.

The Metropolitan Fund, Met Investors Fund and the American Funds are each a "series" type fund 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.

The Portfolios of the Metropolitan Fund pay MetLife Advisers, LLC, a MetLife affiliate, a monthly fee for its services as their investment manager. The Portfolios of the Met Investors Fund pay Met Investors Advisory LLC, a MetLife affiliate, a monthly fee for its services as their investment manager. The Portfolios of the American Funds pay Capital Research and Management Company a monthly fee for its services as their investment manager. These fees, as well as other expenses paid by each Portfolio, are described in the applicable prospectuses and SAIs for the Metropolitan Fund, Met Investors Fund and American Funds.

In addition, the Metropolitan Fund and the Met Investors Fund prospectuses each discuss other separate accounts of MetLife and its affiliated insurance companies and certain qualified retirement plans that invest in the Metropolitan Fund or the Met Investors Fund. The risks of these arrangements are also discussed in each Fund's prospectus.

Information about the payments we receive or make in regard to the Portfolios can be found later in this prospectus in the section under the "Who Sells the Deferred Annuities" heading.

We select the Portfolios offered through the Contracts based on several criteria, including asset class coverage, the strength of the investment manager's or sub-investment manager's reputation and tenure, brand recognition, performance, and the capability and qualification of each investment firm. Another factor we consider during the selection process is whether the Portfolios' investment manager or sub-investment manager is one of our affiliates or whether the Portfolio, its investment manager, its sub-investment manager(s), or an affiliate will compensate us or our affiliates for providing certain administrative and other services, as described later in this prospectus. We review the Portfolios periodically and may remove a Portfolio or limit its availability to new purchase payments and/or transfers of account value if we determine that the Portfolio no longer meets one or more of the selection criteria, and/or if the Portfolio has not attracted significant allocations from contract owners. We do not provide investment advice and do not recommend or endorse any particular Portfolio.

DEFERRED ANNUITIES

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

<Table>

<S>	<C>
* Non-Qualified	* Roth IRAs (Roth Individual Retirement Annuities)
* Traditional IRA (Individual Retirement Annuities)	

</Table>

Certain group Deferred Annuities may be issued to a bank that does nothing but hold them as contract holder.

THE DEFERRED ANNUITY AND YOUR RETIREMENT PLAN

If you participate through a retirement plan or other group arrangement, the Deferred Annuity may provide that all or some of your rights or choices as described in this Prospectus are subject to the plan's terms. For example, limitations imposed by the plan may apply to investment choices, automated investment strategies, purchase payments, withdrawals, transfers, the death benefit and pay-out options. The Deferred Annuity may provide that a plan administrative fee will be paid by making a withdrawal from your Account Balance. We may rely on your employer's or plan administrator's statements to us as to the terms of the plan or your entitlement to any amounts. We are not a party to your employer's retirement plan. We will not be responsible for determining what your plan says. You should consult the Deferred Annuity Contract and plan document to see how you may be affected.

AUTOMATED INVESTMENT STRATEGIES

There are five automated investment strategies available to you. These investment strategies are available to you without any additional charges. As with any investment program, no strategy 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 automated investment strategy in effect at a time.

THE EQUITY GENERATOR(SM) An amount equal to the interest earned in the Fixed Interest Account is transferred monthly to either the MetLife Stock Index or BlackRock Aggressive Growth investment division, based on your selection. If your Fixed Interest Account balance at the time of a scheduled transfer is zero, this strategy is automatically discontinued.

THE EQUALIZER(SM) You start with equal amounts of money in the Fixed Interest Account and your choice of either the MetLife Stock Index Division or the BlackRock Aggressive Growth Division. Each quarter amounts are transferred between the Fixed Interest Account and your chosen investment division to make the value of each equal. Say you choose the MetLife Stock Index Division. If, over the quarter, it outperforms the Fixed Interest Account, money is transferred to the

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, these strategies were designed to help you take advantage of the tax-deferred status of a Non-Qualified annuity.

[SCALE GRAPHIC]

[SAFE GRAPHIC]

Fixed Interest Account. Conversely, if the Fixed Interest Account outperforms the MetLife Stock Index Division, money is transferred into the MetLife Stock

Index Division.

THE REBALANCER(R) You select a specific asset allocation for your entire Account Balance from among the investment divisions and the Fixed Interest Account. Each quarter, we transfer amounts among these options to bring the percentage of your Account Balance in each option back to your original allocation. In the future, we may permit you to allocate less than 100% of your Account Balance to this strategy.

THE INDEX SELECTOR(SM) 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 Account Balance is allocated 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 Interest Account. Each quarter, the percentage in each of these investment divisions and the Fixed Interest Account is brought back to the selected model percentage by transferring amounts among the investment divisions and the Fixed Interest Account.

In the future, we may permit you to allocate less than 100% of your Account Balance to this strategy. We will continue to implement the Index Selector strategy using the percentage allocations of the model that were in effect when you elected the Index Selector strategy. You should consider whether it is appropriate for you to continue this strategy over time if your risk tolerance, time horizon or financial situation changes. This strategy may experience more volatility than our other strategies. We provide the elements to formulate the models. We may rely on a third party for its expertise in creating appropriate allocations.

THE ALLOCATOR(SM) Each month a dollar amount you choose is transferred from the Fixed Interest Account to any of the investment divisions you choose. You select the day 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 Interest Account balance is exhausted, this strategy is automatically discontinued.
The Equity Generator and the Allocator 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 wish to continue the strategy through periods of fluctuating prices.

PURCHASE PAYMENTS

There is no minimum purchase payment.
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 automatic payroll deduction, salary reduction or salary deduction.

[PIE CHART GRAPHIC]

[GLOBE GRAPHIC]

[HOUR GLASS GRAPHIC]

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.

'ALLOCATION OF PURCHASE PAYMENTS
You decide how your money is allocated among the Fixed Interest Account 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.
If you make an allocation to the asset allocation investment divisions with your initial purchase payment, 100% of your allocation to the variable funding choices must be to only one of the asset allocation investment divisions. After the initial purchase payment has been made, you may allocate subsequent purchase payments or make transfers from any asset allocation investment division to any investment choice or to one or more of the asset allocation investment divisions.
AUTOMATED PURCHASE PAYMENTS
If you purchase a Non-Qualified Deferred Annuity, you may be able to elect to have purchase payments made automatically. With "automatic payroll deduction," your employer deducts an amount from your salary 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;

* Our right to restrict purchase payments to the Fixed Interest Account if (1) the interest rate we credit in the Fixed Interest Account is equal to the guaranteed minimum rate as stated in your Deferred Annuity; or (2) your Fixed Interest Account balance is equal to or exceeds our maximum for Fixed Interest Account allocations (e.g. $1,000,000); and

* Participation in the Systematic Withdrawal Program (as described later).

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, 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 each day since the last Accumulation Unit Value was calculated; and

* Finally, we multiply the previous Accumulation Unit Value by this result.

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.

<Table>
<C> <C> <S>
$500 = 50 accumulation units

$10
</Table>

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; ($10.00 x 1.05 = $10.50 is the new Accumulation Unit Value). The value of your $500 investment is then $525 (50 x $10.50 = $525).

However, assume that today's investment experience (minus charges) is .95 instead of 1.05. Today's Accumulation Unit Value is $9.50; ($10.00 x .95 = $9.50 is the new Accumulation Unit Value). The value of your $500 investment is then $475 (50 x $9.50 = $475).

TRANSFER PRIVILEGE
You may make tax-free transfers between investment divisions or between the investment divisions and the Fixed Interest Account. For us to process a transfer, you must tell us:

* The percentage or dollar amount of the transfer;

* The investment divisions (or Fixed Interest Account) from which you want the money to be transferred;

* The investment divisions (or Fixed Interest 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 Interest Account if (1) the interest rate we credit in the Fixed Interest Account is equal to the guaranteed minimum rate; or (2) your Fixed Interest Account balance is equal to or exceeds our maximum for Fixed Interest Account allocations (e.g., $1,000,000).

Frequent requests from contract owners to make transfers/ reallocations may dilute the value of a Portfolio's shares if the frequent transfers/reallocations involve an attempt to take advantage of pricing inefficiencies created by a lag between a change in the value of the securities held by the Portfolio and the reflection of that change in the Portfolio's share price ("arbitrage trading"). Regardless of the existence of pricing inefficiencies, frequent transfers/reallocations may also increase brokerage and administrative costs of the underlying Portfolios and may disrupt portfolio management strategy, requiring a

You may transfer money within your Contract. You will not incur current taxes on

your earnings as a result of transferring your money.

Portfolio to maintain a high cash position and possibly resulting in lost investment opportunities and forced liquidations ("disruptive trading"). Accordingly, arbitrage trading and disruptive trading activities (referred to collectively as "market timing") may adversely affect the long-term performance of the Portfolios, which may in turn adversely affect contract owners and other persons who may have an interest in the Contracts (e.g., annuitants and beneficiaries).

We have policies and procedures that attempt to detect and deter frequent transfers/reallocations in situations where we determine there is a potential for arbitrage trading. Currently, we believe that such situations may be presented in the international, small-cap, and high-yield portfolios (i.e., Salomon Brothers Strategic Bond Opportunities, Lord Abbett Bond Debenture, FI International Stock, Harris Oakmark International, MFS Research International, Morgan Stanley EAFE(R) Index, Oppenheimer Global Equity, American Funds Global Small Capitalization, BlackRock Strategic Value, Loomis Sayles Small Cap, Franklin Templeton Small Cap Growth, Met/AIM Small Cap Growth, T. Rowe Price Small Cap Growth and Russell 2000(R) Portfolios) and we monitor transfer/reallocation activity in those portfolios (the "Monitored Portfolios"). We employ various means to monitor transfer/reallocation activity, such as examining the frequency and size of transfers/reallocations into and out of the Monitored Portfolios within given periods of time. We do not believe that other Portfolios present a significant opportunity to engage in arbitrage trading and therefore do not monitor transfer/reallocation activity in those Portfolios. We may change the Monitored Portfolios at any time without notice in our sole discretion. In addition to monitoring transfer/reallocation activity in certain Portfolios, we rely on the underlying Portfolios to bring any potential disruptive transfer/reallocation activity they identify to our attention for investigation on a case-by-case basis. We will also investigate any other harmful transfer/reallocation activity that we identify from time to time. We may revise these policies and procedures in our sole discretion at any time without prior notice.

Our policies and procedures may result in transfer/reallocation restrictions being applied to deter market timing. Currently, when we detect transfer/reallocation activity in the Monitored Portfolios that exceeds our current transfer/reallocation limits, or other transfer/reallocation activity that we believe may be harmful to other contract owners or other persons who have an interest in the Contracts, we require all future transfer/reallocation requests to or from Monitored Portfolios or other identified Portfolios under that Contract to be submitted with an original signature. If we impose this restriction on your transfer/reallocation activity, we will reverse upon discovery any transaction inadvertently processed in contravention of such restrictions. The Account Balance or the amount of underlying Portfolio shares we have designated in the investment division to generate your income payments will not be affected by any gain or loss due to the transfer/reallocation and your Account Balance or the amount of underlying Portfolio shares we have designated in the investment division to generate your income payments will be the same as if the transfer/reallocation had not occurred. You will receive written confirmation of the transactions effecting such reversal.

The detection and deterrence of harmful transfer/reallocation activity involves judgments that are inherently subjective. Our ability to detect such transfer/reallocation activity may be limited by operational and technological systems, as well as our ability to predict strategies employed by contract owners to avoid such detection. Our ability to restrict such transfer/reallocation activity may be limited by provisions of the Contract. We do not accommodate market timing in any Portfolios and there are no arrangements in place to permit any contract owner to engage in market timing; we apply our policies and procedures without exception, waiver, or special arrangement. Accordingly, there is no assurance that we will prevent all transfer/reallocation activity that may adversely affect contract owners and other persons with interests in the Contracts.

The Portfolios may have adopted their own policies and procedures with respect to frequent purchases and redemptions of their respective shares. The prospectuses for the Portfolios describe any such policies and procedures, which may be more or less restrictive than the policies and procedures we have adopted. Contract owners and other persons with interests in the Contracts should be aware that we may not have the contractual obligation or the operational capacity to apply the frequent trading policies and procedures of the Portfolios.

In addition, contract owners and other persons with interests in the contracts should be aware that some Portfolios may receive "omnibus" purchase and redemption orders from other insurance companies or intermediaries such as retirement plans. The omnibus orders reflect the aggregation and netting of multiple orders from individual contract owners of variable insurance contracts and/or individual retirement plan participants. The omnibus nature of these orders may limit the Portfolios in their ability to apply their frequent trading policies and procedures, and we cannot guarantee that the Portfolios (and thus contract owners) will not be harmed by transfer/reallocation activity relating to the other insurance companies and/or retirement plans that may invest in the Portfolios.

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

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 on our next business day.

WE MAY REQUIRE YOU TO:

* Use our forms;
* Maintain a minimum Account Balance (if the transfer is in connection with an automated investment strategy); or
* Transfer a minimum amount if the transfer is in connection with the Allocator.

ACCESS TO YOUR MONEY

You may withdraw either all or a part of your Account Balance from the Deferred Annuity. Other than those made through the Systematic Withdrawal Program, withdrawals must be at least $500 (or the Account Balance, if less). To process your request, we need the following information:

* The percentage or dollar amount of the withdrawal; and

* The investment division (or Fixed Interest Account) from which you want the money to be withdrawn.

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 specific dollar amount or a percentage of your Account Balance each Contract Year. This amount is then paid in equal portions throughout the Contract Year, according to the time frame you select, e.g., monthly, quarterly, semi-annually or annually. Once the Systematic Withdrawal Program is initiated, the payments will automatically renew each Contract Year. Income taxes and tax penalties may apply to your withdrawals. Program payment amounts are subject to our required minimums and administrative restrictions.

If you elect to withdraw a dollar amount, we will pay you the same dollar amount each Contract Year. If you elect to withdraw a percentage of your Account Balance each Contract Year, we recalculate the amount you will receive based on your new Account Balance.

CALCULATING YOUR PAYMENT BASED ON A PERCENTAGE ELECTION FOR THE FIRST CONTRACT YEAR YOU ELECT THE SYSTEMATIC WITHDRAWAL PROGRAM: If you choose to receive a percentage of your Account Balance, we will determine the amount payable on the date these payments begin. When you first elect the program, we will pay this amount over the

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

We will withdraw your Systematic Withdrawal Program payments from the Fixed Interest Account or the investment divisions you select either pro rata or in the proportions you request.

remainder of the Contract Year. For example, if you select to receive payments on a monthly basis, with the percentage of your Account Balance you request equaling $12,000, and there are six months left in the Contract Year, we will pay you $2,000 a month.

CALCULATING YOUR PAYMENT FOR SUBSEQUENT CONTRACT YEARS OF THE SYSTEMATIC WITHDRAWAL PROGRAM: For each subsequent year that your Systematic Withdrawal Program remains in effect, we will deduct from your Deferred Annuity and pay you over the Contract Year either the amount that you chose or an amount equal to the percentage of your Account Balance you chose. For example, if you select to receive payments on a monthly basis, ask for a percentage and that percentage of your Account Balance equals $12,000 at the start of a Contract Year, we will pay you $1,000 a month.

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

SELECTING A PAYMENT DATE: You select a payment date which becomes the date we make the withdrawal. We must receive your request in good order 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 on 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.

Changes in the dollar amount, percentage or timing of the payments can be made at the beginning of any Contract Year and one other time during the Contract Year. If you make any of these changes, we will treat your request as though you were starting a new Systematic Withdrawal Program.

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 over the Internet, if we agree) or by writing to us at your MetLife Designated Office.

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.

If you would like to receive your Systematic Withdrawal Program payment by the first of the month, you should request that the payment date be the 20th day of the month.

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

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

You pay an annual Separate Account charge that, during the pay-in phase, will not exceed 0.95% of the average value of the amounts in the investment divisions. The rate that applies is stated in your Deferred Annuity Contract, and may be less than this maximum rate. We may vary a charge by group, based on anticipated variations in our costs or risks associated with the group or individuals in the group that the charge was intended to cover. We consider a variety of factors in determining charges, including but not limited to:

* The nature of the group;

* The method by which sales will be made to the individuals associated with the group;

* The facility by which premiums will be paid;

* The group's capabilities with respect to administrative tasks;

* Our anticipated persistency of the Contracts;

* The size of the group and the number of years it has been in existence; and

* The aggregate amount of premiums we expect to be paid on the Contracts owned by the group or by individuals associated with the group.

Any variations in charges will be reasonable and will not be unfairly discriminatory to the interests of any contract owner.

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 Annuity may be greater than we estimated. The Separate Account charge also pays us for distribution costs to both our licensed salespersons and other broker-dealers and miscellaneous administrative costs. These administrative costs which we incur include financial, actuarial, accounting and legal expenses.

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

INVESTMENT-RELATED CHARGE

This charge has two components. The first pays the investment manager for managing money in the Portfolios. The second consists of Portfolio operating expenses and 12b-1 Plan fees. None of the shares available to the Deferred Annuity has 12b-1 Plan fees, except for the American Funds. The percentage you pay for the investment-related charge depends on which divisions you select. Amounts for each investment division for the previous year are listed in the Table of Expenses.

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. Our practice is generally 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 Deferred Annuities. 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 Deferred Annuities. 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

There are no withdrawal charges.

FREE LOOK

You may cancel the 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 whether you purchased the Deferred Annuity from us directly, through the mail or with money from another annuity or life insurance policy. Again, depending on state law, we may refund all of your purchase payments or your Account Balance as of the date your refund request is received at your MetLife Designated Office in good order.

DEATH BENEFIT

One of the insurance guarantees we provide you under the 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 or Roth IRA, please refer to the discussion concerning IRAs in the Tax Section of this Prospectus.

Subject to state approval, for a Deferred Annuity purchased after April 30, 2003, if you die during the pay-in phase, the death benefit your beneficiary receives will be 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 the end 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, 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 Account Balance equal to the highest of the three.

EXAMPLE:

<Table>
<Caption>

		DATE	AMOUNT
<C>	<S>	<C>	<C>
A	INITIAL PURCHASE PAYMENT	10/1/2005	$100,000
B	ACCOUNT BALANCE	10/1/2006 (FIRST CONTRACT ANNIVERSARY)	$104,000
C	DEATH BENEFIT	AS OF 10/1/2006	$104,000 (= GREATER OF A AND B)
D	ACCOUNT BALANCE	10/1/2007 (SECOND CONTRACT ANNIVERSARY)	$90,000
E	DEATH BENEFIT	10/1/2007	$100,000 (= GREATER OF A AND D)
F	WITHDRAWAL	10/2/2007	$9,000
G	PERCENTAGE REDUCTION IN ACCOUNT BALANCE	10/2/2007	10% (= F/D)
H	ACCOUNT BALANCE AFTER WITHDRAWAL	10/2/2007	$81,000 (= D - F)
I	PURCHASE PAYMENTS REDUCED FOR WITHDRAWAL	AS OF 10/2/2007	$90,000 [= A - (A X G)]
J	DEATH BENEFIT	10/2/2007	$90,000 (= GREATER OF H AND I)
K	ACCOUNT BALANCE	10/1/2010	$125,000
L	DEATH BENEFIT (HIGHEST ACCOUNT BALANCE)	AS OF 10/1/2010 (FIFTH ANNIVERSARY)	$125,000 (= GREATER OF I AND K)
M	ACCOUNT BALANCE	10/2/2010	$110,000
N	DEATH BENEFIT	AS OF 10/2/2010	$125,000 (= GREATEST OF I, L, M)

</Table>

Note to Example

Account Balances on 10/1/07 and 10/2/07 are assumed to be equal prior to the withdrawal.

If the death benefit described above is not available in your state, the death benefit your beneficiary receives will be the greatest of:

* Your Account Balance;

* The total of all of your purchase payments less any partial withdrawals; and

* Your highest Account Balance as of the end of your fifth contract anniversary and at the end of every other fifth anniversary, less any later partial withdrawals, fees and charges.

We will 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 and other taxes) to a pay-out option offered under

your Deferred Annuity. Your beneficiary may, however, decide to take a lump sum cash payment. We may also offer other options for distribution of the death benefit if permitted under the tax law.

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 and the Fixed Interest 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.

If the beneficiary is your spouse, he/she may be substituted as the contract owner of the Deferred Annuity and continue the Contract. In that case, the Account Balance will be reset to equal the death benefit on the date the beneficiary continues the Deferred Annuity. (Any additional amounts added to the Account Balance will be allocated in the same proportions to each balance in an investment division and the Fixed Interest Account as each bears to the total Account Balance.) If the spouse continues the Deferred Annuity, the death benefit is calculated as previously described, except, all values used to calculate the death benefit, which may include Highest Account Balance as of the end of your fifth contract anniversary and at the end of every other fifth anniversary, are reset on the date the spouse continues the Deferred Annuity. Your spouse may make additional purchase payments and transfers and exercise any other rights as a purchaser of the Contract.

Where there are multiple beneficiaries, we will 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.

INCOME PAY-OUT OPTIONS

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), 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. The following sections describe the income pay-out options that are currently available. However the pay-out options may not be available in all states.

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

[SNOOPY SUNBATHING GRAPHIC]

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 for a specified period; and

* A fixed dollar payment or a variable payment.

Your income option provides you with a regular stream of payments for either your lifetime or for the lifetimes of two people or over a specified period.

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 a 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 lifetime income annuity with a 10 year guarantee period. In that case, if you do not tell us otherwise, your Fixed Interest Account 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. If you purchased the Deferred Annuity prior to May 1, 2004, if you do not tell us otherwise, your Fixed Interest Account Balance will be used to provide the fixed income option available to you and your Separate Account Balance will be used to provide a variable pay-out option. However, in either case, if we do ask you what you want us to do and you do not respond, then we may treat your silence as a request to continue your Deferred Annuity, to the extent permitted by law.

INCOME PAYMENT TYPES

We provide you with a wide variety of income payment types to suit a range of personal preferences. You decide the income payment type (unless your employer, association, or other group has limited your choice) when you decide to take the pay-out option. The decision is irrevocable.

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

* Contract Owner: the person or entity which has all rights including the right to direct who receives payment. (The owner under a group contract may permit the annuitant to choose a beneficiary.)

* Annuitant: the person whose life is the measure for determining the duration and sometimes the dollar amount of payments.

* Beneficiary: the person who receives continuing payments or a lump sum, if any, if the contract owner dies.

Your income payment amount will depend in large part on your choices. For lifetime types, the age and sex of the measuring lives (annuitants) will also be considered. Whether you choose a withdrawal option will also be considered. For example, if you select a pay-out type guaranteeing payments for your lifetime and your spouse's

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

Many times the contract owner and the annuitant are the same person.

lifetime, your payments will typically be lower than if you select a pay-out type with payments over only your lifetime. Typically, income payment types which have a withdrawal option will result in lower income payments than if you had chosen an income payment type without this feature. We reserve the right to limit, modify or stop issuing any of the income types currently available based upon legal requirements or other considerations. The following income payment types are currently available. 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. No income payments are made once the annuitant is no longer 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 income payments have been made, income payments are made to the contract owner or the designated beneficiary, if any, of the annuity until the end of the guarantee period. No income payments are made once the guarantee period has expired and the annuitant is no longer living.

LIFETIME INCOME ANNUITY LIMITED TO A SPECIFIED PERIOD: A variable income that continues as long as the annuitant lives up to a designated number of years. No income payments are made once the annuitant is no longer living or the specified period has elapsed.

LIFETIME INCOME ANNUITY FOR TWO: A variable income that continues 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, the income 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 purchased. No income 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 income payments have been made, income payments are made to the contract owner or the designated beneficiary, if any, of the annuity until the end of the guarantee period. If one annuitant dies after the guarantee period has expired, income payments continue to be made to the living annuitant. In that event, income 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 purchased. No income payments are made once the guarantee period has expired and both annuitants are no longer living.

INCOME ANNUITY FOR A GUARANTEE PERIOD: A variable income that continues for a guaranteed period of up to 30 years. If the annuitant dies before all income payments have been made, income payments are

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 last.

[SNOOPY UNDER PALM GRAPHIC]

paid to the owner or the designated beneficiary, if any, of the annuity until the end of the guarantee period. No income payments are made once the guarantee period has expired. As an administrative practice, we will consider factors such as your age and life expectancy in determining whether to issue a contract with this income type.

ALLOCATION

You decide how your income payment 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 $50. If you live in Massachusetts, the initial income payment must be at least $20. 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.

PAY-OUT VERSION I & PAY-OUT VERSION II

If you purchased the Deferred Annuity after April 30, 2004, you must elect Version I if you decide to commence taking income payments under the Deferred Annuity. If you purchased the Deferred Annuity prior to May 1, 2004, you may choose either Version I or Version II.

VERSION I
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 make a reallocation 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. (The premium taxes are not applied against reallocations.) 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 and the age and sex of the measuring lives and income payment selected. 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 reallocate an income payment from an investment division, annuity units supporting that portion of your income payment in that investment division are liquidated.

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

AIR

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 payment will increase approximately in proportion to the amount by which the investment experience (for the time period between payments) for the underlying Portfolio minus the Separate Account charge (The resulting number is the net investment return.) exceeds the AIR (for the time period between payments). Likewise, your next payment will decrease to the approximate extent the investment experience (for the time period between payments) for the underlying Portfolio minus the Separate Account charge (the net investment return) is less than the AIR (for the time period between payments). 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 elected a higher AIR as changes occur in the 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 investment experience (which reflects the deduction for 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.

REALLOCATION PRIVILEGE

During the pay-out phase of the Deferred Annuity, you may make reallocations among investment divisions or from the investment divisions to the Fixed Income Option. Once you reallocate money into the Fixed Income Option, you may not later reallocate it into an investment division. There is no charge to make a reallocation. Your

[WOODSTOCK AND MONEY GRAPHIC]
Once you reallocate money into the Fixed Income Option you may not later

reallocate it into an investment division.

request for a reallocation tells us to move, in accordance with your instructions, the underlying Portfolio shares we have designated in the investment divisions or other funds to generate your income payments.

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

* The percentage of the income payment to be reallocated;

* The investment divisions (or Fixed Income Option) (and the percentages allocated to each) to which you want your income payment to be reallocated; and

* The investment divisions from which you want your income payment to be reallocated.

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

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

We have policies and procedures that attempt to detect and deter frequent transfers/reallocations in situations where we determine there is a potential for arbitrage trading. Currently, we believe that such situations may be presented in the international, small-cap, and high-yield Portfolios (i.e., Salomon Brothers Strategic Bond Opportunities, Lord Abbett Bond Debenture, FI International Stock, Harris Oakmark International, MFS Research International, Morgan Stanley EAFE(R) Index, Oppenheimer Global Equity, American Funds Global Small Capitalization, BlackRock Strategic Value, Loomis Sayles Small Cap, Franklin Templeton Small Cap Growth, Met/AIM Small Cap Growth, T. Rowe Price Small Cap Growth and Russell 2000(R) Portfolios) and we monitor transfer/reallocation activity in those Portfolios (the "Monitored Portfolios"). We employ various means to monitor transfer/reallocation activity, such as examining the frequency and size of transfers/reallocations into and out of the Monitored Portfolios within given periods of time. We do not believe that other Portfolios present a significant opportunity to engage in arbitrage trading and therefore do not monitor transfer/reallocation activity in those Portfolios. We may change the Monitored Portfolios at any time

without notice in our sole discretion. In addition to monitoring transfer/reallocation activity in certain Portfolios, we rely on the underlying Portfolios to bring any potential disruptive transfer/reallocation activity they identify to our attention for investigation on a case-by-case basis. We will also investigate any other harmful transfer/reallocation activity that we identify from time to time. We may revise these policies and procedures in our sole discretion at any time without prior notice.

Our policies and procedures may result in transfer/reallocation restrictions being applied to deter market timing. Currently, when we detect transfer/reallocation activity in the Monitored Portfolios that exceeds our current transfer/reallocation limits, or other transfer/reallocation activity that we believe may be harmful to other contract owners or other persons who have an interest in the Contracts, we require all future transfer/reallocation requests to or from any Monitored Portfolios or other identified Portfolios under that Contract to be submitted with an original signature. If we impose this restriction on your transfer/reallocation activity, we will reverse upon discovery any transaction inadvertently processed in contravention of such restrictions. The Account Balance or the amount of underlying portfolio shares we have designated in the investment division to generate your income payments will not be affected by any gain or loss due to the transfer/reallocation and your Account Balance or the amount of underlying Portfolio shares we have designated in the investment division to generate your income payments will be the same as if the transfer/reallocation had not occurred. You will receive written confirmation of the transactions effecting such reversal.

The detection and deterrence of harmful transfer/reallocation activity involves judgments that are inherently subjective. Our ability to detect such transfer/reallocation activity may be limited by operational and technological systems, as well as our ability to predict strategies employed by contract owners to avoid such detection. Our ability to restrict such transfer/reallocation activity may be limited by provisions of the Contract. We do not accommodate market timing in any Portfolios and there are no arrangements in place to permit any contract owner to engage in market timing; we apply our policies and procedures without exception, waiver, or special arrangement. Accordingly, there is no assurance that we will prevent all transfer/reallocation activity that may adversely affect contract owners and other persons with interests in the Contracts.

The Portfolios may have adopted their own policies and procedures with respect to frequent purchases and redemptions of their respective shares. The prospectuses for the Portfolios describe any such policies and procedures, which may be more or less restrictive than the policies and procedures we have adopted. Contract owners and other persons with interests in the Contracts should be aware that we may

not have the contractual obligation or the operational capacity to apply the frequent trading policies and procedures of the Portfolios.

In addition, contract owners and other persons with interests in the Contracts should be aware that some Portfolios may receive "omnibus" purchase and redemption orders from other insurance companies or intermediaries such as retirement plans. The omnibus orders reflect the aggregation and netting of multiple orders from individual contract owners of variable insurance contracts and/or individual retirement plan participants. The omnibus nature of these orders may limit the Portfolios in their ability to apply their frequent trading policies and procedures, and we cannot guarantee that the Portfolios (and thus contract owners) will not be harmed by transfer/reallocation activity relating to the other insurance companies and/or retirement plans that may invest in the Portfolios.

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

Your reallocation 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 reallocation requests in good order will be processed our next business day.

CHARGES

You continue to pay the Separate Account charge and the applicable investment-related charge during the pay-out phase of the Deferred Annuity. The charges during the pay-in phase and pay-out phase may be different. However, the annual Separate Account charge can never be greater than 0.95% of the average value of the amount of underlying portfolio shares we have designated in the investment divisions to generate your income payments.

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.

VERSION II
(ONLY AVAILABLE IF YOU PURCHASED THE DEFERRED ANNUITY PRIOR TO MAY 1, 2004)

WITHDRAWAL OPTION

Subject to MetLife's underwriting requirements, we may make available a withdrawal option. If the withdrawal option is available under your income payment type, you can choose to add this optional withdrawal feature. The decision to add this feature is made at annuitization and is irrevocable. The withdrawal option may not be available in all states. This feature varies by your income payment type (described above) and whether you purchase your Deferred Annuity with pre-tax or post-tax dollars.

Please refer to the discussion in the Tax Section of this Prospectus concerning the possibility that the choice of a pay-out on this withdrawal option or the exercise of this option may result in the pay-out not satisfying minimum distribution requirements.

Please also refer to the Tax Section of this Prospectus for a discussion of other possible adverse tax consequences as a result of the exercise of the withdrawal option, including the imposition and retroactive imposition of the 10% penalty tax in addition to ordinary income tax.

Please note that the purchase of the withdrawal option may not be appropriate under certain deferred compensation or severance arrangements of an employer (including eligible Section 457(b) plans of tax-exempt employers). The mere availability of such a benefit may result in the immediate taxation to the employee of the entire benefit. Additionally, the withdrawal feature may not be appropriate under defined benefit plans.

DURING THE FIRST TWO YEARS IN THE PAY-OUT PHASE

You may withdraw up to an amount equal to the "fair market value" of your future income payments during the first two years you are in the pay-out phase of the Deferred Annuity. We calculate the "fair market value" as follows:

* First, we update the adjustment factor as of the date of the withdrawal;

* Then we determine what your revised income payment would be based on that updated adjustment factor;

* Then we calculate the maximum permissible withdrawal amount by multiplying the revised income payment by an updated annuity purchase rate, which has been adjusted to reflect the value of the withdrawal feature.

If you withdraw this maximum amount during the first two years, there will be no value left in your annuity. Consequently, we will then have no further obligations to you; you will receive no further income payments.

If you withdraw less than the maximum amount permitted, each future income payment will be reduced proportionately by the percentage equal to the ratio of your withdrawal amount to the maximum permitted withdrawal amount.

AFTER THE FIRST TWO YEARS IN THE PAY-OUT PHASE

You may make withdrawals after the first two years following annuitization only if you purchased a Non-Qualified Deferred Annuity with post-tax dollars with one of the following income payment types that provides for a period of guaranteed payments:

* Lifetime Income Annuity with a Guarantee Period;

* Lifetime Income Annuity for Two with a Guarantee Period; or

* Income Annuity for a Guarantee Period.

You may withdraw only a portion of the "withdrawal value" of the payments in the guarantee period under your income payment type. When we calculate the "withdrawal value" of these payments, we use the "fair market value" calculation previously described except that in the third step the maximum permissible withdrawal calculation uses an updated annuity purchase rate that reflects only the payments in the remaining guarantee period for your income payment type.

Each future guaranteed income payment after a withdrawal during the guarantee period will be reduced proportionately by the percentage equal to the ratio of the withdrawal amount to the full "withdrawal value" of the payments in the guarantee period under your income payment type at the time of the withdrawal. You may make an unlimited number of withdrawals during the guarantee period as long as no withdrawal reduces your revised income payments during the guarantee period to less than 25% of what those payments would have been had no withdrawals been made during the guarantee period. Any income payments payable after the guarantee period will not be reduced for the withdrawals you made.

REQUESTING A WITHDRAWAL

At your request, we will determine for you the maximum amount available for withdrawal and the amount by which your income payments would be reduced if a particular withdrawal were taken.

You generally may make a withdrawal on any business day during the permitted withdrawal period.

Your withdrawal request must be in good order and completed prior to the close of the Exchange on a business day if you want the withdrawal to take place on that day. All other withdrawals will be processed on the next business day. Unless you tell us otherwise, we will take the withdrawal proportionately from each investment division

and fixed income options available to you in which you then had an allocation.

A processing fee of $95 will be deducted from each withdrawal. Withdrawals must be at least $1,000. If any withdrawal during the first two years after purchase would decrease total expected annual payments below $1,200, then we will consider this to be a request for a full withdrawal.

If you choose an income payment type with this feature, the amount of the income payments you receive will be lower than what you would have received had you chosen an income payment type without this feature.

The amount by which your income payments will be reduced will depend upon your life expectancy during the permitted withdrawal period, the income type you choose and the amount applied to provide the payments.

We reserve the right to limit, reduce or eliminate this option in the future where required to comply with Federal tax law or to protect you and other contract holders in the investment divisions from adverse tax consequences.

HOW THE VERSION II VARIABLE INCOME PAY-OUT OPTION DIFFERS FROM OTHER INCOME PAY-OUT OPTIONS

Income pay-out options generally come in two varieties, fixed or variable. The income pay-out option provided by the investment divisions of this variable annuity does not fall squarely in either of these traditional categories.

A fixed income pay-out option provides guaranteed payments based on a fixed rate of return that typically reflects market interest rates at the time of purchase. The amount of each payment is fixed for the duration of the income pay-out option. A fixed income pay-out option provides you with the security of a guaranteed income but does not protect your income payments from the negative impact of inflation over time.

A variable income pay-out option provides payments which vary based on the net investment performance of underlying portfolios of stocks and bonds relative to a benchmark, commonly termed the assumed investment return (AIR). This benchmark is constant for the duration of the annuity. To the extent that the net investment performance exceeds the benchmark, income payments go up. Conversely, if the net investment performance is below the benchmark, income payments go down. Despite the risk you bear of lower payments, the economic assumption underlying a typical variable income pay-out option is that over the long term the stock and bond investment returns will outperform the guaranteed interest rate of a typical fixed income pay-out option.

If market interest rates at the time a variable income pay-out option is selected exceed the stated AIR, then the payments under a fixed

[HOURGLASS WITH DOLLAR GRAPHIC]

income pay-out option generally will be greater than the initial variable payment under the variable income pay-out option. There are two reasons for the higher fixed income pay-out option payment. First, higher interest rates yield higher income payments. Second, a variable income pay-out option typically assumes a relatively low AIR which increases the likelihood of rising income payments over time. Even though the initial payment under a variable income pay-out option may be lower than payments under the fixed income pay-out option, variable income payments may increase over time (although they may decrease as well). Therefore, variable income pay-out options provide potential protection against inflation.

The income pay-out option under the Deferred Annuity has both fixed and variable income options. If you want the security of a guaranteed income you may allocate a portion or all of your income payments to the fixed income options available to you under the Deferred Annuity. You may also have a portion or all of your income payment allocated to the variable investment divisions.

The variable income pay-out option contains features of both fixed and variable income pay-out options, but also has key differences:

* The initial variable income payment is comparable to that provided by a fixed income pay-out option, because it uses a benchmark interest rate (the specified interest rate) that reflects market interest rates. Subsequent income payments vary based on net investment performance relative to the benchmark interest rate and the impact of changes to the benchmark interest rate.

* Unlike a traditional variable income pay-out option, which has a constant benchmark rate (the AIR) and a variable investment component, this pay-out option has both a variable benchmark interest rate and variable investment component.

* This pay-out option is also different from other traditional income pay-out options because you may move the source of income payments back and forth between one fixed income option and the investment divisions. This feature allows you to select an asset allocation based on your risk tolerance and adjust it over time with periodic rebalancing. Some other variable income pay-out options have a fixed option. However, these typically do not allow fixed option payments to be reallocated to the variable option.

COMPARISON (FOR THESE PURPOSES, THE FIXED INCOME OPTION AND THE SEPARATE ACCOUNT INVESTMENT DIVISIONS ONLY)

<Table>
<Caption>

FEATURE	TRADITIONAL FIXED INCOME PAY-OUT OPTION	TRADITIONAL VARIABLE INCOME PAY-OUT OPTION	METLIFE ASSET BUILDER INCOME VARIABLE PAY-OUT OPTION
<S>	<C>	<C>	<C>
Return Assumption	Fixed	Constant - Assumed Investment Return (AIR)	Varies - specified interest rate (based on market interest rates)
Who Bears Risk			
Investment Performance	Not applicable	You	You
Interest Rate	Issuer	Not applicable	You
Amount of Initial Payment	Based on market interest rates	Based on the AIR (generally, less than a fixed annuity)	Based on specified interest rate (based on market interest rates)
Subsequent Income Payments	Fixed-guaranteed	Varies - based on net investment performance relative to AIR	Varies - based on net investment performance relative to the prior specified interest rate and impact of change in the specified interest rate

Reallocations between funding options (including fixed income option)	Not applicable	Limited or Prohibited	Permitted
Asset Allocation and Rebalancing	Not applicable	Generally, limited to variable options	Permitted

</Table>

CALCULATING YOUR INCOME PAYMENTS

The variable income payments you receive are calculated based on the investment factor for each investment division you select and the interest factor. We reflect the combined impact of these two factors in the adjustment factor. How much your variable income payment will change from one payment to the next payment and whether the income payment goes up or down depends on the adjustment factor calculated for each of the investment divisions on the Valuation Date. For each income payment, we determine an adjustment factor (a number) for each investment division which you have selected. The amount of your income payment goes up from your last income payment when the adjustment factor is more than one; the amount of your income payment goes down when the adjustment factor is less than one. You can verify the amount of your current income payment by multiplying your last calculated income payment for an investment division by the current adjustment factor for that investment division.

INITIAL INCOME PAYMENT

The initial income payment for an investment division is a hypothetical amount which is calculated based upon the current annuity purchase rate. Before we determine your initial income payment, we reduce the portion of your Account Balance you want to take as an income payment by premium taxes. We further reduce the purchase payment by any amount allocated to the fixed payment options available under the Deferred Annuity. The hypothetical amount will be the first income payment you will receive only if your first income payment is payable within 10 days. If your first income payment is payable more than 10 days later, the amount of the first income payment you receive will be different from the initial income payment calculated. In this case, the amount of your first income payment will be calculated using the method described in the next section (Subsequent Income Payments).

SUBSEQUENT INCOME PAYMENTS

Subsequent income payments depend on the net investment performance of the investment divisions you choose and changes in the specified interest rate. The impact of these market factors are reflected in an adjustment factor that is calculated for each investment division. Whether your income payment increases or decreases will depend upon the adjustment factor calculated for each investment division you choose.

Subsequent income payments are calculated on each valuation date by multiplying the income payment for an investment division on the last valuation date by the adjustment factor for that investment division. If you choose more than one investment division, your variable income payment will be the sum of the income payments from each investment division. The valuation date is typically 10 days prior to the date your income payment is due.

ADJUSTMENT FACTOR

The adjustment factor used to calculate your income payments has two components: the investment factor and the interest factor. We compute a number for each of these factors and multiply these numbers together to produce an adjustment factor for each investment division on each valuation date. Generally, to the extent that the net investment performance exceeds the specified interest rate, the investment factor will tend to increase your income payment. Similarly, when there is an increase in the specified interest rate relative to the prior period's specified interest rate, the interest factor will tend to increase your income payments. However, the investment factor and interest factor may have opposite impacts which will cause the components that comprise the adjustment factor to offset each other. Following is a more in depth discussion of these factors.

The adjustment factor has two components: the investment factor and the interest factor.

INVESTMENT FACTOR

The investment factor reflects an investment division's net investment performance as compared to the specified interest rate effective on the prior valuation date. Setting aside the impact of the interest factor, if an investment division's annualized net investment performance is more than the specified interest rate on the prior valuation date, this increases your income payment. In this case, the investment factor will have a value more than one. Conversely, setting aside the impact of the interest factor, if an investment division's annualized net investment performance is less than the specified interest rate on the prior valuation date, this decreases your income payment. In this case, the investment factor will have a value less than one.

<Table>
<Caption>
TO SUMMARIZE:

If an investment division's annualized net investment performance is	Then the investment factor (assuming the interest factor is 1)	Value of the investment factor is
<S>	<C>	<C>
More than the prior specified interest rate	Increases your income payment	More than 1
Equal to the prior specified interest rate	Keeps your income payment the same	Equal to 1
Less than the prior specified interest rate	Decreases your income payment	Less than 1

</Table>

DETERMINING THE INVESTMENT FACTOR

We separately determine the investment factor for each investment division you choose on each valuation date.

The investment factor for an investment division is based upon the net investment performance for that division. This is how we calculate the investment factor for each investment division.

-- First, we determine the investment performance (reflecting any investment-related charge) for the underlying Portfolio from the previous valuation date to the current valuation date;

-- Next, we subtract the daily equivalent of the Separate Account charge for each day since the last valuation date. This number is the net investment performance for the investment division.

-- Then, we multiply by an adjustment based on the specified interest rate in effect on the last valuation date for each day since that last valuation date. This number is the investment factor for the current valuation date.

INTEREST FACTOR

The interest factor reflects the impact of changes in the value of the specified interest rate from the prior valuation date to the current valuation date. Setting aside the impact of the investment factor, if the specified interest rate increases from the prior valuation date to the

The interest factor changes based on fluctuations in the specified interest rate.

The interest factor changes based on fluctuations in the specified interest rate.

current valuation date, this increases your income payment. In this case, the value of the interest factor is more than one. Again, setting aside the impact of the investment factor, if the specified interest rate decreases from the prior valuation date to the current valuation date, this decreases your income payment. In this case, the value of the interest factor is less than one.

<Table>
<Caption>

TO SUMMARIZE:

If the current specified interest rate is	Then the interest factor (assuming the investment factor is 1)	Value of the interest factor is
<S>	<C>	<C>
More than the prior specified interest rate	Increases your income payment	More than 1
The same as the prior specified interest rate	Keeps your income payment the same	Equal to 1
Less than the prior specified interest rate	Decreases your income payment	Less than 1

</Table>

DETERMINING THE INTEREST FACTOR

-- First, we determine the annuity purchase rate based on the specified interest rate in effect as of the prior valuation date. This annuity purchase rate is updated to reflect your age, where relevant, and future income payments.

-- Next, we perform the same calculation to determine a new annuity purchase rate based on the specified interest rate updated to the current valuation date for all future income payments.

-- Then, we divide the annuity purchase rate we calculated in the first step by the annuity purchase rate we calculated in the second step. The resulting number is the interest factor for the current valuation date.

THE EFFECT OF THE ADJUSTMENT FACTOR

Whether your income payment will increase or decrease depends on how the investment factor and the interest factor work together. If each of them is more than one, your income payment will increase. If each of them is less than one, your income payment will decrease. If one of them has an increasing effect and the other has a decreasing effect, whether your income payment will increase or decrease will depend on which factor has the bigger impact.

To determine how the investment factor and the interest factor work together to change your income payment, we multiply them to produce the adjustment factor. When the adjustment factor is more than one, your income payment will increase. When the adjustment factor is less than one, your income payment will decrease.

Each investment division has a different investment factor. The interest factor is the same for all investment divisions.

When the adjustment factor is more than one, your income payment will increase. When the adjustment factor is less than one, your income payment will decrease.

<Table>
<Caption>
TO SUMMARIZE:

If the adjustment factor is:	Your income payment will:
<S>	<C>
More than 1	Increase
Equal to 1	Stay the same
Less than 1	Decrease

</Table>

EXAMPLES OF INCOME PAYMENT CALCULATIONS

Below are some examples of the income payment calculation for an investment division reflecting the combined effect of the interest factor and investment factor.

<Table>
<Caption>

Interest Factor		Investment Factor		Adjustment Factor		Prior Income Payment		Current Income Payment
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
1.01000(@)	x	(@)1.00225	=	(@)1.01227	x	$500.00	=	$506.14(@)
1.00553(@)	x	(!)0.99857	=	(@)1.00409	x	$506.14	=	$508.21(@)
0.98800(!)	x	(@)1.01105	=	(!)0.99892	x	$508.21	=	$507.66(!)
0.99937(!)	x	(!)0.98788	=	(!)0.98726	x	$507.66	=	$501.19(!)

</Table>

(@) arrow pointing up

(!) arrow pointing down

REALLOCATION PRIVILEGE
You can reallocate among investment divisions and to the fixed income options available under the Deferred Annuity. You may not be able to reallocate your income payments from all available fixed income options. There is no charge to make a reallocation. Your request for a reallocation tells us to move, in accordance with your instructions, the underlying assets we have designated to generate your income payments.

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

* The percentage of the income payment to be reallocated;

* The investment divisions (or fixed income option) (and the percentages allocated to each) to which you want your income payment to be reallocated; and

* The investment divisions from which you want your income payment to be reallocated.

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

Frequent requests from contract owners to make transfers/reallocations may dilute the value of a Portfolio's shares if the frequent transfers/reallocations involve an attempt to take advantage of pricing inefficiencies created by a lag between a change in the value of the securities held by the Portfolio and the reflection of that change in the Portfolio's share price ("arbitrage trading"). Regardless of the existence of pricing inefficiencies, frequent transfers/reallocations may also increase brokerage and administrative costs of the underlying Portfolios and may disrupt portfolio management strategy, requiring a Portfolio to maintain a high cash position and possibly resulting in lost

If you chose more than one investment division, your new variable income payment is the sum of the amounts determined for each investment division.
[WOODSTOCK AND SCALES GRAPHIC]

If you chose more than one investment division, your new variable income payment is the sum of the amounts determined for each investment division.

[WOODSTOCK AND SCALES GRAPHIC]

investment opportunities and forced liquidations ("disruptive trading"). Accordingly, arbitrage trading and disruptive trading activities (referred to collectively as "market timing") may adversely affect the long-term performance of the Portfolios, which may in turn adversely affect contract owners and other persons who may have an interest in the Contracts (e.g., annuitants and beneficiaries).

We have policies and procedures that attempt to detect and deter frequent transfers/reallocations in situations where we determine there is a potential for arbitrage trading. Currently, we believe that such situations may be presented in the international, small-cap, and high-yield Portfolios (i.e., Salomon Brothers Strategic Bond Opportunities, Lord Abbett Bond Debenture, FI International Stock, Harris Oakmark International, MFS Research International, Morgan Stanley EAFE(R) Index, Oppenheimer Global Equity, American Funds Global Small Capitalization, BlackRock Strategic Value, Loomis Sayles Small Cap, Franklin Templeton Small Cap Growth, Met/AIM Small Cap Growth, T. Rowe Price Small Cap Growth and Russell 2000(R) Portfolios) and we monitor transfer/reallocation activity in those Portfolios (the "Monitored Portfolios"). We employ various means to monitor transfer/reallocation activity, such as examining the frequency and size of transfers/reallocations into and out of the Monitored Portfolios within given periods of time. We do not believe that other Portfolios present a significant opportunity to engage in arbitrage trading and therefore do not monitor transfer/reallocation activity in those Portfolios. We may change the Monitored Portfolios at any time without notice in our sole discretion. In addition to monitoring transfer/reallocation activity in certain

Portfolios, we rely on the underlying Portfolios to bring any potential disruptive transfer/reallocation activity they identify to our attention for investigation on a case-by-case basis. We will also investigate any other harmful transfer/reallocation activity that we identify from time to time. We may revise these policies and procedures in our sole discretion at any time without prior notice.

Our policies and procedures may result in transfer/reallocation restrictions being applied to deter market timing. Currently, when we detect transfer/reallocation activity in the Monitored Portfolios that exceeds our current transfer/reallocation limits, or other transfer/reallocation activity that we believe may be harmful to other contract owners or other persons who have an interest in the Contracts, we require all future transfer/reallocation requests to or from Monitored Portfolios or other identified Portfolios under that Contract to be submitted with an original signature. If we impose this restriction on your transfer/reallocation activity, we will reverse upon discovery any transaction inadvertently processed in contravention of such restrictions. The Account Balance or the amount of underlying Portfolio shares we have designated in the investment division to generate your income payments will not be affected by any gain or loss due to the transfer/reallocation and your Account Balance or the amount of

underlying Portfolio shares we have designated in the investment division to generate your income payments will be the same as if the transfer/reallocation had not occurred. You will receive written confirmation of the transactions effecting such reversal.

The detection and deterrence of harmful transfer/reallocation activity involves judgments that are inherently subjective. Our ability to detect such transfer/reallocation activity may be limited by operational and technological systems, as well as our ability to predict strategies employed by contract owners to avoid such detection. Our ability to restrict such transfer/reallocation activity may be limited by provisions of the Contract. We do not accommodate market timing in any Portfolios and there are no arrangements in place to permit any contract owner to engage in market timing; we apply our policies and procedures without exception, waiver, or special arrangement. Accordingly, there is no assurance that we will prevent all transfer/reallocation activity that may adversely affect contract owners and other persons with interests in the Contracts.

The Portfolios may have adopted their own policies and procedures with respect to frequent purchases and redemptions of their respective shares. The prospectuses for the Portfolios describe any such policies and procedures, which may be more or less restrictive than the policies and procedures we have adopted. Contract owners and other persons with interests in the Contracts should be aware that we may not have the contractual obligation or the operational capacity to apply the frequent trading policies and procedures of the Portfolios.

In addition, contract owners and other persons with interests in the Contracts should be aware that some portfolios may receive "omnibus" purchase and redemption orders from other insurance companies or intermediaries such as retirement plans. The omnibus orders reflect the aggregation and netting of multiple orders from individual contract owners of variable insurance Contracts and/or individual retirement plan participants. The omnibus nature of these orders may limit the Portfolios in their ability to apply their frequent trading policies and procedures, and we cannot guarantee that the Portfolios (and thus contract owners) will not be harmed by transfer/reallocation activity relating to the other insurance companies and/or retirement plans that may invest in the Portfolios.

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

Reallocations will be made at the end of a business day at the close of the Exchange if received in good order prior to the close of the

Exchange on the business day. All other reallocation requests will be processed on the next business day.

When you request a reallocation, we first update the adjustment factor as of the date of the reallocation and determine what a revised income payment amount would be based on that updated adjustment factor. We then determine the revised allocation of future income payments based on the new percentages you selected. Thus, if your most recent income payment attributable to an investment division was $100, the revised income payment as of the date of reallocation is $95, and you asked us to move 30% from that investment division, we would reallocate $28.50 (30% of $95). This would leave an income payment of $66.50 in that investment division as of the reallocation date. When we calculate the next income payment, we would determine the new income payment amount based on net investment performance and specified interest rate change from the reallocation date to the next valuation date.

Income payments under one version of the fixed income option may differ from income payments as described in this Prospectus. It is not clear whether the effect of such a transfer to this fixed option will satisfy minimum distribution requirements. Please see the Tax Section of this Prospectus.

CHARGES

You continue to pay the Separate Account charge and the applicable investment-related charge during the pay-out phase of the Deferred Annuity. Charges are not deducted directly from your income payment. The charges are applied when we calculate the investment factor. The charges during the pay-in phase and pay-out phase may be different. The annual Separate Account charge for Version II can never be greater than 1.25% of the average value of the amounts in the investment divisions.

WITHDRAWAL PROCESSING FEE

During the pay-out phase of the Deferred Annuity, a withdrawal processing fee of $95 will be deducted from each withdrawal.

GENERAL INFORMATION

ADMINISTRATION

All transactions will be processed in the manner described below.

PURCHASE PAYMENTS

Send your purchase payments, by check or wire made payable to "MetLife," to your MetLife Designated 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 MetLife Designated Office, except when they are received:

* On a day when the Accumulation Unit Value/Annuity Unit Value is not calculated or that is not a valuation date, or

* After the close of the Exchange.

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

We reserve the right to credit your initial purchase payment to you within two days after its receipt at your MetLife Designated 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.

Under certain group Deferred Annuities, your employer, or the group in which you are a participant or member must identify you to us and tell us how your money should be allocated among the investment divisions and the Fixed Interest Account.

CONFIRMING TRANSACTIONS

You will receive a statement confirming that a transaction was recently completed. Certain transactions made on a periodic basis, such as 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.

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

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.

If mandated by applicable law, including, but not limited, to Federal anti-money laundering laws, we may be required to reject a purchase payment. We may also be required to block a contract owner's account and, consequently, refuse to implement requests for transfers, withdrawals, surrenders or death benefits until instructions are received by the appropriate governmental authority.

BY TELEPHONE OR INTERNET

You may obtain information and initiate transactions by telephone between 8 a.m. and 6 p.m. Eastern Time each business day. In the future, you may be able to initiate transactions and obtain information through Internet access, unless prohibited by state law. Some of the information and transactions accessible to you include:

* Account Balance

* Unit Values

* Current rates for the Fixed Interest Account/Fixed Income Option

* Transfers/Reallocations

* 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 Unit Value, Annuity Unit Value or net investment performance 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 MetLife Designated Office.

Response times for 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, errors, 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 death benefit instead. If the beneficiary is your spouse and if the Contract permits, your spouse may be substituted as the purchaser of the Deferred Annuity and continue the Contract. Your beneficiary may continue to hold a Traditional IRA Deferred Annuity in your name for his/her benefit. If you are receiving income payments, we will cancel any outstanding 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. In addition, we reserve the right not to accept or to process transactions requested on your behalf by third parties. 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/reallocations 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 determine the Accumulation Unit Value/Annuity Unit Value and investment factor 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 or investment factor as applicable. 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 income pay-out option under your Deferred Annuity, we base the number of annuity units or the amount you receive on the next available Annuity Unit Value or investment factor.

We reserve the right to suspend or postpone payment for a withdrawal or transfer (reallocation) 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.

ADVERTISING PERFORMANCE

PAY-IN PHASE AND VERSION I OF THE PAY-OUT PHASE

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 UNIT VALUE/ANNUITY UNIT VALUE ("NON-STANDARD PERFORMANCE") 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 Unit Value/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 highest possible Separate Account charge.

AVERAGE ANNUAL TOTAL RETURN calculations ("Standard Performance") reflect all investment-related and Separate Account charges since the investment division inception date, which is the date the corresponding Portfolio or predecessor Portfolio was first offered under the Separate Account that funds the Deferred Annuities. These figures also assume a steady annual rate of return.

We calculate performance for certain investment strategies including the Equalizer, 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. We assume the highest possible Separate Account charge. This percentage return assumes that there have been no withdrawals or other unrelated transactions.

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

For purposes of presentation (of Non-Standard Performance), we may assume the Deferred Annuities were in existence prior to the inception date of the investment divisions in the Separate Account that funds the Deferred Annuities. In these cases, we calculate performance based on the historical performance of the underlying Metropolitan Fund, Met Investors and American Funds Portfolios since the Portfolio inception date. We use the actual accumulation unit and annuity unit data after the inception date. Any performance data that includes all or a portion of the time between the Portfolio inception date and the investment division date is hypothetical. Hypothetical returns indicate what the performance data would have been if the Deferred Annuities had been introduced as of the Portfolio inception date.

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 and the investment-related charge.

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 and the weighted average of investment-related charges for all Portfolios to depict investment-related charges.

Past performance is no guarantee of future results.

VERSION II OF THE PAY-OUT PHASE

We periodically advertise the performance of the investment divisions prior to any calculation that incorporates the interest factor or annuity purchase rates (i.e., net investment return, less the Separate Account charge). You may get performance information from a variety of sources including your quarterly statements, the Internet, annual reports and semiannual reports.

We may state this performance in terms of "yield," "change in value" or "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 VALUE is calculated by determining return for a certain period. These numbers may also be annualized.

Both yield and change in value reflect investment-related and the highest possible Separate Account charges.

AVERAGE ANNUAL TOTAL RETURN calculations reflect all investment-related and Separate Account charges. These figures also assume a steady annual rate of return.

Average annual total return calculations reflect the highest possible Separate Account charge.

We may also show change in value and annualized change in value with the applicable, lower Separate Account charge when that performance is accompanied by average annual total return. We may show "non-standard" average annual total return with an applicable, lower Separate Account charge when the performance is accompanied by average annual total return.

We may demonstrate hypothetical values of income payments over a specified period based on historical net asset values of the Portfolios and the historical specified interest rates and the applicable annuity purchase rates, 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 investment and interest factors and deduction of the maximum Separate Account charge and investment-related charge. If the presentation is for an individual, we may also provide a presentation that reflects the applicable Separate Account charge, as well as the investment and interest factors and the investment-related charge. We may assume that the Deferred Annuity was in existence prior to its inception date. When we do so, we calculate performance based on the historical performance of the underlying Portfolio for the period before the inception date of the Deferred Annuity and historical rates for the specified interest rate.

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

We may also 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, hypothetical specified interest rates and the applicable annuity purchase rates, 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 maximum Separate Account charge, and the average of investment-related charges for all Portfolios to depict investment-related charges. If the presentation is for an individual, we may also provide a presentation that reflects the applicable Separate Account charge, as well as the investment and interest factors and the investment-related charge.

Any illustration should not be relied upon 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) including limiting the number, frequency or types of transfers/reallocations permitted.

* 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 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 the Metropolitan Fund, the Met Investors Fund or American Funds 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.

You will be entitled to give instructions regarding the votes attributable to your Deferred Annuity in your sole discretion. Neither the Separate Account nor MetLife has any duty to inquire as to the instructions received or your authority to give instructions; thus, as far as the Separate Account, and any others having voting interests in respect of the Separate Account are concerned, such instructions are valid and effective.

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 Met Investors Fund or American Funds 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

All Deferred Annuities are sold through individuals who are our licensed sales representatives which include registered representatives of our affiliated broker-dealers. We and our affiliated broker-dealers are registered with the Securities and Exchange Commission as broker-dealers under the Securities Exchange Act of 1934 and are also members of the National Association of Securities Dealers, Inc. Deferred Annuities also are sold through other registered broker-dealers. Deferred Annuities may also 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. Distribution costs are recovered from the Separate Account charge. The commissions we pay may range up to 3% of purchase payments or up to 0.50% of assets annually.

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 3% of the total Account Balances of the Deferred Annuities. These asset based commissions compensate the sales representative for servicing the Deferred Annuities.

[SNOOPY AND WOODSTOCK SHAKE GRAPHIC]

Our sales representatives and their managers, and the sales representatives and managers of our affiliates, may be eligible for cash compensation such as bonuses, equity awards such as stock options, training allowances, supplemental salary, payments based on a percentage of the Contract's Account Balance, financial arrangements, marketing support, medical and other insurance benefits, retirement benefits and other benefits. The amount of this cash compensation is based primarily on the amount of proprietary products sold. Proprietary products are products issued by us or our affiliates. Sales representatives must meet a minimum level of sales of proprietary products in order to be eligible for the cash compensation and in order to maintain employment with us. Managers may be eligible for additional cash compensation based on the sales production of the sales representatives that the manager supervises.

Sales representatives and their managers are also eligible for various non-cash compensation programs that we offer such as conferences, trips, prizes, and awards. Other payments may be made for other services that do not directly involve the sale of products. These services may include the recruitment and training of personnel, production of promotional literature, and similar services.

Sales representatives who meet certain productivity, persistency, and length of service standards and/or their managers may be eligible for additional compensation. We also pay the business unit responsible for the operation of our distribution system.

The receipt of this cash and non-cash compensation may provide sales representatives and their managers with an incentive to favor the sale of proprietary products.

We also pay compensation for the sale of the Contracts by unaffiliated broker-dealers. Broker-dealers pay their sales representatives all or a portion of the commissions received for their sales of the Contracts. Some firms may retain a portion of commissions. The amount that the broker-dealer passes on to its sales representatives is determined in accordance with its internal compensation programs. Those programs may also include other types of cash and non-cash compensation and other benefits. Sales representatives of non-affiliated broker-dealers and their managers may be eligible for various cash benefits and non-cash compensation items. We may also provide sales support in the form of training, sponsoring conferences, defraying expenses at vendor meetings, providing promotional literature and similar services. Ask your sales representative for further information about what your sales representative and the broker-dealer for which he or she works may receive in connection with your purchase of a Contract.

CERTAIN PAYMENTS WE RECEIVE OR MAKE WITH REGARD TO THE PORTFOLIOS

An investment manager (other than our affiliates MetLife Advisers and MetLife Investors) or sub-investment manager of a Portfolio or its affiliates may compensate us and/or certain affiliates for administrative or other services relating to the Portfolios. The amount of the compensation is not deducted from Portfolio assets and does not decrease the Portfolio's investment return. The amount of the compensation is based on a percentage of assets of the Portfolios attributable to the Contracts and certain other variable insurance products that we and our affiliates issue. These percentages differ and some investment managers and sub-investment managers (or other affiliates) may pay us more than others. These percentages currently range up to 0.05%.

Additionally, an investment manager or sub-investment manager of a Portfolio or its affiliates may provide us with wholesaling services that assist in the distribution of the Contracts and may pay us and/or certain affiliates amounts to participate in sales meetings. These amounts may be significant and may provide the investment manager or sub-investment manager (or other affiliate) with increased access to persons involved in the distribution of the Contracts.

We and certain of our affiliated insurance companies are joint owners of our affiliated investment managers, MetLife Advisers and MetLife Investors, which are formed as limited liability companies. Our ownership interests entitle us to profit distributions if the investment manager makes a profit with respect to the management fees it receives from the Portfolio. We may benefit accordingly from assets allocated to the Portfolios to the extent they result in profits to the investment managers. See the Table of Expenses for information on the investment management fees paid to the investment managers and the Statement of Additional Information for the Funds for information on the investment management fees paid to the investment managers and sub-investment managers.

The American Funds Global Small Capitalization Portfolio, the American Funds Growth Portfolio and the American Funds Growth-Income Portfolio make payments to MetLife under their distribution plans in consideration of services provided and expenses incurred by MetLife in distributing their shares. These payments currently equal 0.25% of the Separate Account assets invested in the particular Portfolio. The Distribution Plan is described in more detail in the American Funds Insurance Series prospectus.

We pay American Funds Distributors, Inc., the principal underwriter for the American Funds, a percentage of all purchase payments allocated to the American Funds Growth Portfolio, the American Funds Growth-Income Portfolio, and the American Funds Global Small Capitalization Portfolio for the services it provides in marketing the Portfolios' shares in connection with the Deferred Annuity.

FINANCIAL STATEMENTS

The financial statements and related notes for the Separate Account and MetLife, which are in the SAI and are available from MetLife upon request, have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their reports appearing in the SAI and have been so incorporated in reliance upon the reports of such firm given upon their authority as experts in accounting and auditing.

YOUR SPOUSE'S RIGHTS

If you received your Contract through a qualified retirement plan and 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.

If your benefit is worth $5,000 or less, your plan may provide for distribution of your entire interest in a lump sum without your spouse's consent.

For details or advice on how the law applies to your circumstances, consult your tax advisor or attorney.

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 120 days after we issue your Deferred Annuity. We may also cancel your Deferred Annuity if we do not receive any purchase payments for over 36 consecutive months and your Account Balance is less than $2,000. We will only do so to the extent allowed by law.

If we do cancel your Deferred Annuity, we will return the full Account Balance. Federal tax law may impose additional restrictions on our right to cancel your IRA and Roth IRA Deferred Annuity.

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. The SAI has additional tax information.

Under current federal income tax law, the taxable portion of distributions under variable annuity contracts and qualified plans (including IRAs) is not eligible for the reduced tax rate applicable to long-term capital gains and dividends.

[SNOOPY WITH TAX BILL GRAPHIC]
Simply stated, Federal income tax rules for Deferred Annuities generally provide that earnings are not subject to tax until withdrawn. This is referred to as tax deferral.

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

Please note that the changes made by the Economic Growth and Tax Relief Reconciliation Act of 2001 (e.g., increased contribution limits for IRAs and qualified plans) expire after 2010.

Where otherwise permitted under the Deferred Annuities, the transfer of ownership of a Deferred Annuity, the designation or change in designation of an annuitant, beneficiary or other payee who is not also a contract owner, 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 realized capital gains attributable to the Separate Account. However, if we do incur such taxes in the future, we reserve the right to charge amounts allocated to the Separate Account for these taxes.

To the extent permitted under Federal tax laws, we may claim the benefit of certain foreign tax credits attributable to taxes paid by certain of the Portfolios to foreign jurisdictions.

GENERAL

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 provide you additional insurance benefits such as guaranteed income for life.

Under current federal income tax law, the taxable portion of distributions and withdrawals from variable annuity contracts are subject to ordinary income tax and are not eligible for the lower maximum tax rate of 15% that applies to long term capital gains and qualifying dividends.

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

Generation-skipping transfer tax. Under certain circumstances, the Code may impose a "generation skipping transfer tax" when all or part of an annuity contract is transferred to, or a death benefit is paid

to, an individual two or more generations younger than the contract owner. Regulations issued under the Code may require us to deduct the tax from your Contract, or from any applicable payment, and pay it directly to the IRS.

Annuity purchases by nonresident aliens and foreign corporations. The discussion above provides general information regarding U.S. Federal income tax consequences to annuity purchasers that are U.S. citizens or residents. Purchasers that are not U.S. citizens or residents will generally be subject to U.S. Federal withholding tax on taxable distributions from annuity contracts at a 30% rate, unless a lower treaty rate applies. In addition, purchasers may be subject to state and/or municipal taxes and taxes that may be imposed by the purchaser's country of citizenship or residence. Prospective purchasers are advised to consult with a qualified tax adviser regarding U.S. state and foreign taxation with respect to an annuity contract purchase.

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.

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

* annuity you purchase (e.g., Non-Qualified or IRA), and

* pay-out option you elect.

We are not responsible for determining if your employer's plan or arrangement satisfies the requirements of the Code and/or ERISA.

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.

[PIGGY BANK GRAPHIC]

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
In a series of substantially equal payments made annually (or more frequently) for life or life expectancy (SEPP)	x	x	x
After you die	x	x	x
After you become totally disabled (as defined in the Code)	x	x	x
To pay deductible medical expenses		x	x
To pay medical insurance premiums if you are unemployed		x	x
To pay for qualified higher education expenses, or		x	x
For qualified first time home purchases up to $10,000		x	x
After December 31, 1999 for IRS levies		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		

SYSTEMATIC WITHDRAWAL PROGRAM OR INCOME OPTIONS FOR SUBSTANTIALLY EQUAL PERIODIC PAYMENTS (SEPP)

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 (except due to death or disability) to your payment before age 59 1/2 or within five years after beginning SEPP payments, whichever is later, will generally result in the retroactive imposition of the 10% penalty with interest. Such modifications may include additional purchase payments or withdrawals (including tax-free transfers or rollovers of income payments) from the Deferred Annuity.

If you have not attained age 59 1/2 at the time you decide to annuitize your Deferred Annuity and you intend that your income payments meet the substantially equal periodic payment exception to the 10% penalty tax, note that the exercise of the withdrawal feature prior to the later of (a) your attaining age 59 1/2 or

(b) five years after income payments had begun, will generally also result in the retroactive imposition of the 10% penalty tax (with interest) in addition to ordinary income tax on income payments previously received. In such cases, the taxable portion of the withdrawal, as well as the taxable

portion of income payments received in the year of the withdrawal, will generally be subject to the 10% penalty tax in addition to ordinary income tax. In addition, if you are under age 59 1/2 when such payments are received, any future payments you receive will generally be subject to the 10% penalty tax. Consult your tax adviser.

NON-QUALIFIED ANNUITIES

* Purchase payments to Non-Qualified Contracts are on an "after-tax" basis, so you only pay income taxes on your earnings. Generally, these earnings are taxed when received from the contract.

* Once income payments have commenced, you may not be able to transfer withdrawals to another non-qualified annuity contract in a tax-free Section 1035 exchange.

* 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 advisor 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 lose 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.

* 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 payments.

* 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.

* Where otherwise permitted under the Deferred Annuity, pledges and other types of transfers of all or a portion of your Account Balance may 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

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

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 holders 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 reallocations from an investment division to the Fixed Interest Account or fixed income options.

-- Possible taxation as if you were the contract owner of your portion of the Separate Account's assets.

-- Possible limits on the number of funding options available or the frequency of transfers/reallocations among them.

We reserve the right to amend your Deferred Annuity where necessary to maintain its status as a variable annuity contract under federal tax law and to protect you and others having a beneficial interest in the investment divisions from adverse tax consequences.

PURCHASE PAYMENTS

Although the Code does not limit the total amount of your purchase payments, your Contract may have a limit.

PARTIAL AND FULL WITHDRAWALS

Generally, when you make a partial withdrawal from your non-qualified annuity, the Code treats such a 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).

* 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 ANNUITY PAYMENTS

Different tax rules apply to payments made generally pursuant to a 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.

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

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

Additionally, if you are under age 59 1/2 at the time income payments commence and intend the income payments to constitute an exception to the 10% penalty tax, any attempt to make a tax-free transfer or rollover (whether for non-qualified or qualified annuities) prior to the later of (a) age 59 1/2, or (b) five years after income payments commence will generally invalidate the exception and subject you to additional penalties and interest.

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 annuity where reallocations are permitted between investment divisions or between an investment division and a fixed income option.

We generally will tell you how much of each income payment is a non-taxable return of your purchase payment. We will determine such excludable amount for each income payment under the Contract as a whole by using the rules applicable to variable income payments in general (i.e., by dividing your after-tax purchase price, as adjusted for any refund or guarantee feature by the number of expected income payments from the appropriate IRS table). 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, 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 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).

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

EXERCISE OF WITHDRAWAL OPTION

If the Contract is terminated as a result of the exercise of the withdrawal option during the pay-out phase, the taxable portion of the payment will generally be the excess of the proceeds received over your remaining after-tax contributions.

For Non-Qualified Annuities amounts received under the exercise of a partial withdrawal may be fully includable in taxable income. The entire amount of the withdrawal could be treated as taxable income. Exercise of the withdrawal option may adversely impact the amount of subsequent payments which can be treated as a non-taxable return of investment.

AFTER DEATH

The death benefit under an annuity 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 during the pay-in 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.

If you die before the annuity starting date, as defined under Treasury Regulations, 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 "contract owner" of the Contract.

If you die on or after the annuity starting date, as defined under Treasury Regulations, payments must continue to be made at least as rapidly as before your death in accordance with the income type selected.

If you die during the pay-in 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.

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 contract owners, the above rules will be applied on the death of any contract owner.

When the contract owner is not a natural person, these rules will be applied on the change or death of any annuitant.

INDIVIDUAL RETIREMENT ANNUITIES
[TRADITIONAL IRAS AND ROTH IRAS]

GENERAL

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 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 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 advisor prior to the purchase of the Contract as a Traditional IRA or Roth IRA.

The 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 expanded portability and tax-free rollover opportunities.

* All these changes are scheduled to expire after 2010.

You should consult your tax advisor regarding these changes.
Generally, except for Roth IRAs, your IRA can accept deductible (or pre-tax) and non-deductible (after-tax) purchase payments. Deductible

Your total annual contributions to all your Traditional and Roth IRAs may not exceed the lesser of 100% of your "compensation" as defined by the Code, or the deductible amount each year ($4,000 for 2005 for individuals under age 50).

or pre-tax purchase payments will be taxable when distributed from the Contract.

* You must be both the contract owner and the annuitant under the Contract.

* Your IRA annuity is not forfeitable and you may not transfer, assign or pledge it to someone else. You are not permitted to borrow from the Contract.

* You can transfer your IRA proceeds to a similar IRA, certain qualified retirement plans (or a SIMPLE IRA to a Traditional IRA after two years) without incurring Federal income taxes if certain conditions are satisfied.

* The Roth IRA Endorsement used with the Contract is based on the IRS model Roth IRA Contract Form 5305-R.B. (Rev 3-02).

TRADITIONAL IRA ANNUITIES

PURCHASE PAYMENTS

Generally:

* Except for permissable rollovers and direct transfers, purchase payments to Traditional and Roth IRAs are limited to the lesser of 100% of compensation or the deductible amount each year. This amount is $4,000 for tax years 2005-2007 and reaches $5,000 in 2008 (adjusted for inflation thereafter). Purchase payments up to the deductible amount for the year can also be made for a non-working spouse provided the couple's compensation is at least equal to their aggregate purchase payments.

If contributions are being made under a SEP or SAR-SEP plan of your employer, additional amounts may be contributed as permitted by the Code and the terms of the employer's plan.

* Beginning in 2002, individuals age 50 or older can make an additional "catch-up" purchase payment of $500 a year (assuming the individual has sufficient compensation). This amount increases to $1,000 for tax years beginning in 2006.

* Purchase payments in excess of permitted amounts may be subject to a penalty tax.

* Purchase payments (except for permissable rollovers and direct transfers) are generally not permitted after the calendar year in which you become 69 1/2.

* These age and dollar limits do not apply to tax-free rollovers or transfers from other IRAs or other eligible retirement plans.

* If certain conditions are met, you can change your Traditional IRA purchase payment to a Roth IRA before you file your income tax return (including filing extensions).

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

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.

WITHDRAWALS AND INCOME PAYMENTS

Withdrawals (other than tax-free transfers and rollovers to other individual retirement arrangements or eligible retirement plans) 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.

We will withhold a portion of the taxable amount of your withdrawal for income taxes, unless you elect otherwise. The amount we withhold is determined by the Code.

MINIMUM DISTRIBUTION REQUIREMENTS

Generally, you must 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.

It is not clear whether certain income payments under a variable annuity will satisfy these rules. Consult your tax advisor prior to choosing a pay-out option.

In general, proposed regulations issued in 2002 and finalized in 2004 permit income payments to increase based not only with respect to the investment experience of the underlying funds but also with respect to actuarial gains. Actuarial gain is broadly defined to include changes in the assumed interest rate such as those produced by the specified interest rate with pay-out Version II under the Deferred Annuity. Additionally, these proposed regulations permit payments under income annuities to increase due to a full withdrawal or to a partial withdrawal under certain circumstances.

Final income tax regulations regarding minimum distribution requirements were released in June 2004. These regulations affect both deferred and income annuities. Under these new rules, effective with respect to minimum distributions required for the 2006 distribution year, in general, the value of all benefits under a deferred annuity (including death benefits in excess of cash value, as well as all living benefits) must be added to the account value in computing the amount required to be distributed over the applicable period. The new rules are not entirely clear and you should consult your own tax advisors as to how these rules affect your own Contract.

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

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

AFTER DEATH

The death benefit is generally taxable to the recipient in the same manner as if paid to the contract 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 within five years after the year 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, and, if your Contract permits, your spouse may delay the start of these payments until December 31 of the year in which you would have reached age 70 1/2. Also, if your spouse is your beneficiary, he or she may elect to continue as "owner" of the Contract. Your spouse beneficiary may also be able to rollover the proceeds into another eligible retirement plan permitted under the tax law.

If you die after required withdrawals begin, payments of your entire remaining interest must be made in a manner and over a period as provided by 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

Roth IRA purchase payments for individuals under age 50 are non-deductible and are limited to the lesser of 100% of compensation or the deductible amount ($4,000 for individuals under age 50 for tax years 2005-2007, including contributions to all your Traditional and Roth IRAs). For individuals under age 50 the amount increases to $5,000 in 2008 (adjusted for inflation thereafter). In 2005 individuals age 50 or older can make an additional "catch up" payment of $500 (assuming that individual has sufficient compensation). This amount increases to $1,000 for tax years beginning in 2006. You may contribute up to the annual contribution limit in 2005, 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:

STATUS	INCOME
Individual	$95,000--$110,000
Married filing jointly	$150,000--$160,000
Married filing separately	$0--$10,000

- -- Annual purchase payment 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).

WITHDRAWALS

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

* The withdrawal is:
    - -- At least five taxable years after your first purchase payment to a Roth IRA, and
* The withdrawal is made:
    - -- On or after 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) purchase payments 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.

We may be required to withhold a portion of your withdrawal for income taxes, unless you elect otherwise. The amount withheld is determined by the Code.

CONVERSION

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

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

Except to the extent you have non-deductible IRA purchase payments, the amount converted from an existing IRA into a Roth IRA is taxable. Generally, the 10% early withdrawal penalty does not apply to conversions/rollovers. (See exception discussed previously.)

If you mistakenly convert or otherwise wish to change your Roth IRA purchase payment to a Traditional IRA purchase payment, 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 purchase payment and if certain conditions are met.

Unless you elect otherwise, the amount converted from a Traditional IRA to a Roth IRA will be subject to income tax withholding. The amount withheld is determined by the Code.

AFTER DEATH

Generally, when you die we must make payment of your entire interest by December 31st of the year that is the fifth anniversary of your death or begin 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 sole beneficiary and if your Contract permits, he or she may elect to continue as "contract owner" of the Contract.

LEGAL PROCEEDINGS

MetLife, like other life insurance companies, is involved in lawsuits, including class action lawsuits. In some class action and other lawsuits involving insurers, substantial damages have been sought and/or material settlement payments have been made. Although the outcome of any litigation or administrative or other proceedings cannot be predicted with certainty, MetLife does not believe that, as of the date of this prospectus, any such litigation or proceedings will have a material adverse effect upon the Separate Account or upon the ability of MetLife to act as principal underwriter or to meet its obligations under the Contracts.

TABLE OF CONTENTS FOR THE STATEMENT OF ADDITIONAL INFORMATION

<Table>

</Table>

APPENDIX

PREMIUM TAX TABLE

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

<Table>
<Caption>

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

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(1) PREMIUM TAX RATES APPLICABLE TO IRA DEFERRED ANNUITIES PURCHASED FOR USE IN CONNECTION WITH INDIVIDUAL RETIREMENT TRUST OR CUSTODIAL ACCOUNTS MEETING THE REQUIREMENTS OF SEC.408(a) OF THE CODE ARE INCLUDED UNDER THE COLUMN HEADED "IRA DEFERRED ANNUITIES."

(2) WITH RESPECT TO DEFERRED ANNUITIES PURCHASED FOR USE IN CONNECTION WITH INDIVIDUAL RETIREMENT TRUST OR CUSTODIAL ACCOUNTS MEETING REQUIREMENTS OF SEC.408(a) OF THE CODE, THE ANNUITY TAX RATE IN CALIFORNIA IS 2.35% INSTEAD OF 0.5%.

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.

[ ] Met Investors Series Trust

[ ] American Funds Insurance Series

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

<Table>
<S> <C>

-------------------------------	Name -------------------------------
(Contract Number)	
	Address -------------------------------
-------------------------------	-------------------------------
(Signature)	zip

</Table>

Metropolitan Life Insurance Company
P.O. Box 740278
Atlanta, GA 30374
Attention: MetLife Asset Builder Unit

METROPOLITAN LIFE INSURANCE COMPANY
METROPOLITAN LIFE SEPARATE ACCOUNT E

METLIFE ASSET BUILDER
GROUP DEFERRED ANNUITY CONTRACTS
MAY 1, 2005

STATEMENT OF ADDITIONAL INFORMATION
FORM N-4 PART B

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 MetLife Asset Builder Variable Annuity Contracts dated May 1, 2005 and should be read in conjunction with the Prospectus. Copies of the Prospectus may be obtained from Metropolitan Life Insurance Company, P.O. Box 740278 Atlanta, GA 30374, Attention: MetLife Asset Builder Unit, Toll Free Phone: (866) 438-6477.

A Statement of Additional Information for the Metropolitan Series Fund, Inc. and the Met Investors Series Trust 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 MetLife Asset Builder Variable Annuity Contracts dated May 1, 2005.

TABLE OF CONTENTS

<Table>
<Caption>

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INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The financial statements of Metropolitan Life Separate Account E and Metropolitan Life Insurance Company (which report expresses an unqualified opinion and includes an explanatory paragraph referring to the change in the method of accounting for certain non-traditional long duration contracts and separate accounts, and for embedded derivatives in certain insurance products as required by new accounting guidance which became effective on January 1, 2004 and October 1, 2003, respectively) included in this Statement of Additional Information have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their reports appearing herein, and are included in reliance upon the reports of such firm given upon their authority as experts in accounting and auditing. The principal business address of Deloitte & Touche LLP is 201 East Kennedy Boulevard, Suite 1200, Tampa, FL 33602-5827.

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 sales representatives of MetLife and its affiliated broker-dealers. MetLife and its affiliated broker-dealers are registered with the Securities and Exchange Commission as broker-dealers under the Securities Exchange Act of 1934 and are members of the National Association of Securities Dealers, Inc. The Deferred Annuities also may be sold through the mail and over the Internet.

Our sales representatives and their managers, and the sales representatives and managers of our affiliates, may be eligible for cash compensation such as bonuses, equity awards such as stock options, training allowances, supplemental salary, payments based on a percentage of the Contract's Account Balance, financial arrangements, marketing support, medical and other insurance benefits, retirement benefits and other benefits. The amount of this cash compensation is based primarily on the amount of proprietary products sold. Proprietary products are products issued by us or our affiliates. Sales representatives must meet a minimum level of sales of proprietary products in order to be eligible for the cash compensation and in order to maintain employment with us. Managers may be eligible for additional cash compensation based on the sales production of the sales representatives that the manager supervises.

Sales representatives and their managers are also eligible for various non-cash compensation programs that we offer such as conferences, trips, prizes, and awards. Other payments may be made for other services that do not directly involve the sale of products. These services may include the recruitment and training of personnel, production of promotional literature, and similar services.

Sales representatives who meet certain productivity, persistency, and length of service standards and/or their managers may be eligible for additional compensation. We also pay the business unit responsible for the operation of our distribution system.

The receipt of this cash and non-cash compensation may provide sales representatives and their managers with an incentive to favor the sale of proprietary products.

We also pay compensation for the sale of the Contracts by unaffiliated broker-dealers. Broker-dealers pay their sales representatives all or a portion of the commissions received for their sales of the Contracts. Some firms may retain a portion of commissions. The amount that the broker-dealer passes on to its sales representatives is determined in accordance with its internal compensation programs. Those programs may also include other types of cash and non-cash compensation and other benefits. Sales representatives of non-affiliated broker-dealers and their managers may be eligible for various cash benefits and non-cash compensation items. We may also provide sales support in the form of training, sponsoring conferences, defraying expenses at vendor meetings, providing promotional literature and similar services. Ask your sales representative for further information about what your sales representative and the broker-dealer for which he or she works may receive in connection with your purchase of a Contract.

There were no underwriting commissions paid to or amounts retained by the principal underwriter for each of the last three fiscal years.

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

We have hired Government Employees Mutual Benefit Association ("GEMBA") to perform certain administrative services for their members who purchase the Deferred Annuities. These services include, among others, assistance in the completion of applications and review for their accuracy and completeness, distribution of MetLife approved marketing materials, newsletters and other advertising and mailing of quarterly statements upon receipt from MetLife. The fee we pay GEMBA is based upon a percentage of the Account Balances that its members hold in the Contracts.

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 not to exceed .000034035 (the daily equivalent of an effective annual rate of 1.25%) for Deferred Annuities, during Version I of the Pay-Out phase and for Deferred Annuities .000025905 (the daily equivalent of an effective annual rate of .95%) during Version II of the Pay-Out phase and Pay-In phase.

VARIABLE INCOME PAYMENTS

"Variable income payments" include variable income payments made under the various Income Annuities.

PAY-OUT VERSION I

ASSUMED INVESTMENT RETURN (AIR)

The following discussion concerning the amount of variable income payments is based on an Assumed Investment Return of 3% 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 in the pay-out 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 (if no reallocations are made).

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 settlement option rates, which will not be less favorable than the rates used for a currently issued single payment immediate annuity contract. The purpose of this provision is to assure the annuitant that, at retirement, if the Fixed Income Option purchase rates for new single payment immediate contracts are significantly more favorable than the rates guaranteed by a Deferred Annuity, the annuitant will be given the benefit of the new 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.)

REALLOCATION PRIVILEGE

When you request a reallocation from an investment division to the Fixed Income Option, the payment amount will be adjusted at the time of reallocation. Your payment may either increase or decrease due to this adjustment. The adjusted payment will be calculated in the following manner.

- First, we update the income payment amount to be reallocated from the investment division based upon the applicable Annuity Unit Value at the time of the reallocation;

- Second, we use the AIR to calculate an updated annuity purchase rate based upon your age, if applicable, and expected future income payments at the time of the reallocation;

- Third, we calculate another updated annuity purchase rate using our current single premium fixed income annuity purchase rates on the date of your reallocation (but not less favorable than the annuity purchase rate guaranteed for your group);

- Finally, we determine the adjusted payment amount by multiplying the updated income amount determined in the first step by the ratio of the annuity purchase rate determined in the second step divided by the annuity purchase rate determined in the third step.

When you request a reallocation from one investment division to another, annuity units in one investment division are liquidated and annuity units in the other investment division are credited to you. There is no adjustment to the income payment amount. Future income payment amounts will be determined based on the Annuity Unit Value for the investment division to which you have reallocated.

Here are examples of the effect of a reallocation on the income payment:

- Suppose you choose to reallocate 40% of your income payment supported by investment division A to the Fixed Income Option and the recalculated income payment supported by investment division A is $100. Assume that the updated annuity purchase rate based on the AIR is $125, while the updated annuity purchase rate based on fixed income annuity pricing is $100. In that case, your income payment from the Fixed Income Option will be increased by $40 X ($125 / $100) or $50, and your income payment supported by investment division A will be decreased by $40. (The number of annuity units in investment division A will be decreased as well).

- Suppose you choose to reallocate 40% of your income payment supported by investment division A to investment division B and the recalculated income payment supported by investment division A is $100. Then, your income payment supported by investment division B will be increased by $40 and your income payment supported by investment division A will be decreased by $40. (Charges will also be made to the number of annuity units in both investment divisions as well.)

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 3% and a one day Valuation Period, the factor is 0.99991902, which is the daily discount factor for an effective annual rate of 3%. (The AIR may be in the range of 3% to 6%, as defined in your Income 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.

PAY-OUT VERSION I
CALCULATING YOUR INCOME PAYMENTS

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................	$ 10.20
2. "Experience factor" for period.........................	1.023558
3. Daily adjustment for 3% Assumed Investment Return.......	0.99991902
4. (2) X (3)...	1.023724
5. Annuity Unit Value, end of period (1) X (4)............	$ 10.44

ILLUSTRATION OF ANNUITY PAYMENTS
(ASSUMES THE FIRST MONTHLY PAYMENT IS MADE WITHIN 10 DAYS OF THE DATE OF ANNUITIZATION)
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................................	$ 11.80
3. Accumulation Value of the Deferred Annuity (1) X (2)....	$17,700.00
4. First monthly income payment per $1,000 of Accumulation Value..	$ 5.52
5. First monthly income payment (3) X (4) / 1,000.........	$ 97.70
6. Assume Annuity Unit Value as of Annuity Date equal to (see Illustration of Calculation of Annuity Unit Value above)..	$ 10.80
7. Number of Annuity Units (5) / (6)......................	9.04630
8. Assume Annuity Unit Value for the second month equal to (10 days prior to payment)............................	$ 10.97
9. Second monthly Annuity Payment (7) X (8)...............	$ 99.24
10. Assume Annuity Unit Value for third month equal to......	$ 10.53
11. Next monthly Annuity Payment (7) X (10)................	$ 95.26

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 variable income payments will increase more rapidly or decline more slowly due to investment performance of the investment divisions.

PAY-OUT VERSION II
CALCULATING YOUR INCOME PAYMENTS

SAMPLE CALCULATION ILLUSTRATING HOW THE
ADJUSTMENT FACTOR IS DETERMINED
AND APPLIED TO THE INCOME PAYMENTS

<Table>
<S> <C>

Example of Calculation of Investment Factor	
a. Assumed net investment performance for the period (.65%)	1.00650
b. Assumed interest rate (as specified in your contract) as of the last valuation date	7.1%
c. Adjustment based on assumed interest rate for the period(1)	0.99467
d. Investment factor (a) x (c)	1.00114
Example of Calculation of Interest Factor	
a. Annuity purchase rate based on prior interest rate (7.1%)(2)	122.32996
b. Annuity purchase rate based on current interest rate (7.2%)(3)	121.37388
c. Interest Factor (a)/(b)	1.00788
Life annuity for male, age 65	
a. First monthly variable income payment due February 1, 2005	$ 400.00
b. Assumed investment factor for first month*	1.00114
c. Assumed interest factor for first month*	1.00788
d. Adjustment factor (b) x (c)	1.00903
e. Second monthly variable income payment due March 1, 2005 (a) x (d)	$ 403.61
f. Assumed investment factor for second month*	.99981
g. Assumed interest factor for second month*	.97665
h. Adjustment factor (f) x (g)	.97646
i. Third monthly variable income payment due April 1, 2005 (e) x (h)	$ 394.11

</Table>

Notes:

(1) Approximately one month.
(2) This is the annuity purchase rate in effect on the prior valuation date, based on your future annuity income, age as of the prior valuation date, and the interest rate (as specified in your contract) as of the prior valuation date.
(3) This is the annuity purchase rate in effect on the prior valuation date, based on your future annuity income, age as of the prior valuation date, and the interest rate as of the current valuation date. However, the interest rate as of the current valuation date is adjusted to reflect the interest rate as of the prior valuation date for the time period from the prior valuation date to the current valuation date.
* Calculated on the income determination date which is 10 days prior to the date the income payment is made.

INVESTMENT MANAGEMENT FEES

METLIFE ADVISERS

Each of the currently available Metropolitan Fund Portfolios pays MetLife Advisers, the investment manager of the Metropolitan 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 ASSET VALUE LEVELS	ANNUAL PERCENTAGE RATE
<S>	<C>	<C>
BlackRock Bond Income(3)	1st $1 billion	.40%
	next $1 billion	.35%
	next $1 billion	.30%
	over $3 billion	.25%
Lehman Brothers(R) Aggregate Bond Index(4)	All Assets	.25%
Salomon Brothers Strategic Bond Opportunities	All Assets	.65%
Salomon Brothers U.S. Government	All Assets	.55%
MFS Total Return	All Assets	.50%
MetLife Conservative Allocation	All Assets	.10%*
MetLife Conservative to Moderate Allocation	All Assets	.10%*
MetLife Moderate Allocation	All Assets	.10%*
MetLife Moderate to Aggressive Allocation	All Assets	.10%*
MetLife Aggressive Allocation	All Assets	.10%*
Morgan Stanley EAFE(R) Index(5)	All Assets	.30%
BlackRock Diversified	1st $500 million	.50%
	next $500 million	.45%
	over $1 billion	.40%
Davis Venture Value	1st $1 billion	.75%
	over $1 billion	.70%
FI Value Leaders	1st $200 million	.70%
	next $300 million	.65%
	next $1.5 billion	.60%
	over $2 billion	.55%
Harris Oakmark Large Cap Value	1st $250 million	.75%
	over $250 million	.70%
BlackRock Large Cap Value	1st $250 million	.70%
	next $500 million	.65%
	over $750 million	.60%
MetLife Stock Index(6)	All Assets	.25%
MFS Investors Trust	All Assets	.25%
BlackRock Investment Trust	1st $500 million	.55%
	next $500 million	.50%
	over $1 billion	.45%
Jennison Growth	1st $200 million	.70%
	next $300 million	.65%
	next $1.5 billion	.60%
	over $2 billion	.55%
BlackRock Legacy Large Cap Growth	1st $1 billion	.60%
	over $1 billion	.65%

</Table>

<Table>
<Caption>

PORTFOLIO	AVERAGE DAILY NET ASSET VALUE LEVELS	ANNUAL PERCENTAGE RATE
<S>	<C>	<C>
T. Rowe Price Large Cap Growth(1)	1st $50 million	.65%
	over $50 million	.60%
Harris Oakmark Focused Value	1st $1 billion	.75%
	over $1 billion	.70%
Neuberger Berman Mid Cap Value	1st $100 million	.70%
	next $250 million	.675%
	next $500 million	.65%
	next $750 million	.625%
	over $1.6 million	.60%
FI Mid Cap Opportunities	1st $100 million	.75%
	next $400 million	.70%
	over $500 million	.65%
MetLife Mid Cap Stock Index(6)	All Assets	.25%
BlackRock Aggressive Growth	1st $500 million	.75%
	next $500 million	.70%
	over $1 billion	.65%
BlackRock Strategic Value	1st $500 million	.85%
	next $500 million	.80%
	over $1 billion	.75%
Loomis Sayles Small Cap(7)	1st $500 million	.90%

	over $500 million	.85%
Russell 2000(R) Index(6)	All Assets	.25%
Franklin Templeton Small Cap Growth	1st $500 million	.90%
	over $500 million	.85%
T. Rowe Price Small Cap Growth(2)	1st $100 million	.55%
	next $300 million	.50%
	over $400 million	.45%
Oppenheimer Global Equity	1st $50 million	.90%
	next $50 million	.55%
	next $400 million	.50%
	over $500 million	.475%
FI International Stock	1st $500 million	.86%
	next $500 million	.80%
	over $1 billion	.75%

</Table>

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* Not including underlying Portfolio expenses.

1 For the period May 1, 2005 through April 30, 2006, MetLife Advisers has contractually agreed to reduce this investment management fee to the annual rate of 0.635% for the first $50 million of the Portfolio's average daily net assets. In addition, effective February 17, 2005 MetLife Advisers has voluntarily agreed to waive its investment management fee by the amount waived by the Portfolio's sub-investment manager pursuant to a voluntary sub-investment management fee waiver. This voluntary waiver is dependent on the satisfaction of certain conditions and may be terminated by MetLife Advisers at any time. The Metropolitan Fund's SAI provides more information about these fee waivers.

2 Effective February 17, 2005, MetLife Advisers has voluntarily agreed to waive its investment management fee by the amount waived by the Portfolio's sub-investment manager pursuant to a voluntary sub-investment management fee waiver. This voluntary waiver is dependent on the satisfaction of certain conditions and may be terminated by MetLife Advisers at any time. The Metropolitan Fund's SAI provides more information about these fee waivers.

3 For the period May 1, 2005 through April 30, 2006, MetLife Advisers has contractually agreed to reduce this investment management fee to the annual rate of 0.325% for amounts over $1 billion but less than $2 billion.

4 For the period May 1, 2005 through April 30, 2006, MetLife Advisers has contractually agreed to reduce its investment management fee to the annual rate of 0.244%.

5 For the period May 1, 2005 through April 30, 2006, MetLife Advisers has contractually agreed to reduce its investment management fee to the annual rate of 0.293%.

6 For the period May 1, 2005 through April 30, 2006, MetLife Advisers has contractually agreed to reduce its investment management fee to the annual rate of 0.243%.

7 For the period May 1, 2005 through April 30, 2006, MetLife Advisers has contractually agreed to reduce its investment management fee to the annual rate of 0.85% for the first $500 million and 0.80% for amounts over $500 million.

MetLife Advisers pays the following entities for providing services as sub-investment manager of the Metropolitan Fund Portfolio(s) indicated:

<Table>
<Caption>

SUB-INVESTMENT MANAGER	PORTFOLIO(S)
Metropolitan Life Insurance Company	MetLife Stock Index

	Lehman Brothers(R) Aggregate Bond Index
	Russell 2000(R) Index
	Morgan Stanley EAFE(R) Index
	MetLife Mid Cap Stock Index
	MetLife Aggressive Allocation
BlackRock Advisors, Inc.	BlackRock Aggressive Growth
	BlackRock Bond Income
	BlackRock Diversified
	BlackRock Investment Trust
	BlackRock Legacy Large Cap Growth
	BlackRock Large Cap Value
	BlackRock Strategic Value
Jennison Associates LLC	Jennison Growth
OppenheimerFunds, Inc.	Oppenheimer Global Equity
T. Rowe Price Associates, Inc.	T. Rowe Price Small Cap Growth
	T. Rowe Price Large Cap Growth
Harris Associates, L.P.	Harris Oakmark Large Cap Value
	Harris Oakmark Focused Value
Neuberger Berman Management, Inc.	Neuberger Berman Mid Cap Value
Franklin Advisers, Inc.	Franklin Templeton Small Cap Growth
Salomon Brothers Asset Management Inc.	Salomon Brothers U.S. Government
	Salomon Brothers Strategic Bond Opportunities
Massachusetts Financial Services Company	MFS Investors Trust
	MFS Total Return
Davis Selected Advisors, L.P.	Davis Venture Value
Loomis Sayles & Company, L.P.	Loomis Sayles Small Cap
Fidelity Management & Research Company	FI Value Leaders
	FI Mid Cap Opportunities
	FI International Stock

</Table>

MetLife Advisers has hired Standard & Poor's(R) Investment Advisory Services, LLC ("SPIAS") to provide research and consulting services with respect to the periodic asset allocation targets for the MetLife Conservative Allocation, the MetLife Conservative to Moderate Allocation, the MetLife Moderate Allocation, the MetLife Moderate to Aggressive Allocation and the MetLife Aggressive Allocation Portfolios and to investments in the underlying portfolios. MetLife Advisers pays consulting fees to SPIAS for these services.

MET INVESTORS ADVISORY LLC

Met Investors Advisory LLC, 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 LLC 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 LLC receives monthly compensation at an annual rate of a percentage of the average daily net assets of each Portfolio. These fees are solely the responsibility of Met Investors Advisory LLC.:

<Table>
<Caption>

SUB-INVESTMENT MANAGER	PORTFOLIO(S)
PIMCO Total Return Portfolio	0.50%
RCM Global Technology Portfolio	0.90% of first $500 million of such assets plus 0.85% of such assets over $500 million
T. Rowe Price Mid-Cap Growth Portfolio	0.75%
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
Lord Abbett Bond Debenture Portfolio	0.60% of first $250 million of such assets plus 0.55% of such assets over $250

	million up to $500 million plus 0.50% of such assets over $500 million up to $1 billion plus 0.45% of such assets over $1 billion
Met/AIM Mid Cap Core Equity Portfolio	0.75% of first $150 million of such assets plus 0.70% of such assets over $150 million up to $500 million plus 0.675% of such assets over $500 million
Met/AIM Small Cap Growth Portfolio	0.90% of first $500 million of such assets plus 0.85% of such assets over $500 million

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SUB-INVESTMENT MANAGER	PORTFOLIO(S)
Harris Oakmark International Portfolio	0.85% of first $500 million of such assets plus 0.80% of such assets over $500 million up to $1 billion plus 0.75% of such assets over $1 billion
Janus Aggressive Growth Portfolio	0.75% of first $25 million of such assets plus 0.70% of such assets over $25 million up to $250 million plus 0.65% of such assets over $250 million up to $1 billion plus 0.55% of such assets over $1 billion
Neuberger Berman Real Estate Portfolio	0.70% of first $200 million of such assets plus 0.65% of such assets over $200 million up to $750 million plus 0.55% of such assets over $750 million
Oppenheimer Capital Appreciation	0.65% of first $150 million of such assets plus 0.625% of such assets over $150 million up to $200 million plus 0.60% of such assets over $200 million up to $500 million plus 0.55% of such assets over $500 million

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OPPENHEIMER CAPITAL APPRECIATION

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

Massachusetts Financial Services Company is the sub-investment manager to the MFS Research International Portfolio. Pacific Investment Management Company LLC is the sub-investment manager to the PIMCO Total Return Portfolio. RCM Capital Management LLC is the sub-investment manager to the RCM Global Technology Portfolio. Lord Abbett & Co. is the sub-investment manager to the Lord Abbett Bond Debenture Portfolio. AIM Capital Management, Inc. is the investment sub-manager to the Met/AIM Small Cap Growth and Met/AIM Mid Cap Core Equities Portfolios. Harris Associates L.P. is the sub-investment manager to the Harris Oakmark International Portfolio. T. Rowe Price Associates, Inc. is the sub-investment manager to the T. Rowe Price Mid-Cap Growth Portfolio. Janus Capital Management LLC is the sub-investment manager to the Janus Aggressive Growth Portfolio. Neuberger Berman Management Incorporated is the sub-investment manager to the Neuberger Berman Real Estate Portfolio. OppenheimerFunds, Inc., is the sub-investment manager to the Oppenheimer Capital Appreciation Portfolio.

CAPITAL RESEARCH AND MANAGEMENT COMPANY

As compensation for its services, the American Funds pays Capital Research and Management Company, the American Funds investment manager, a monthly fee which is accrued daily, calculated at the annual rate of:

American Funds Global Small Capitalization Fund*: 0.80% of first $600 million of net assets, plus 0.74% on assets in excess of $600 million but not exceeding $1 billion, plus 0.70% on net assets greater than $1 billion but not exceeding $2 billion, plus 0.67% on net assets over $2 billion;

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 billion, plus 0.42% on net assets greater than $1 billion but not exceeding $2 billion, plus 0.37% on net assets greater than $2 billion but not exceeding $3 billion, plus 0.35% on net assets greater than $3 billion but not exceeding $5 billion, plus 0.33% on net assets greater than $5 billion but not exceeding $8 billion, plus 0.315% on net assets greater than $8 billion but not exceeding $13 billion, plus 0.30% on net assets greater than $13 billion but not exceeding $21 billion, plus 0.29% on net assets greater than $21 billion but not exceeding $27 billion, plus 0.285% on net assets in excess of $27 billion; and

American Funds Growth-Income Fund*: 0.50% of 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 billion, plus 0.285% on net assets greater than $4 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 greater than $10.5 billion but not exceeding $13 billion, plus 0.235% on net assets greater than $13 billion but not exceeding $17 billion, plus 0.23% on net assets in excess of $17 billion.

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* Capital Research and Management Company is voluntarily waiving a portion of its investment management fees for this Portfolio. Expense ratios shown reflect the waiver. Please see the financial highlights in the prospectus for the American Funds or the annual report for the American Funds for details.

The Metropolitan Fund, the Met Investors Fund and the American Funds are more fully described in their respective prospectuses and the Statements of Additional Information that the prospectuses refer to. The Metropolitan Fund, the Met Investors Fund and the

American Funds prospectuses are attached at the end of this prospectus.

ADVERTISEMENT OF THE SEPARATE ACCOUNT

PAY-IN PHASE

From time to time we advertise the performance of various Separate Account investment divisions. This performance will be stated in terms of either yield, "change in Accumulation Unit Value," or "average annual total return" or some combination of the foregoing. Yield, change in Accumulation 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 will refer to 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. Yield is calculated by dividing the net investment income per share earned during the period by the maximum offering price per share on the last day of the period, according to this formula 2[(a-b/cd + 1)(to the power of 6)-1], where "a" represents dividends and interest earned during the period; "b" represents expenses accrued for the period (net of reimbursements); "c" represents the average daily number of shares outstanding during the period that were entitled to receive dividends; and "d" represents the maximum offering price per share on the last day of the period. This percentage yield is then compounded semiannually. Change in Accumulation Unit Value refers to the comparison between values of accumulation units over specified periods in which an investment division has been in operation, expressed as a percentage and may also be expressed as an annualized figure. In addition, change in Accumulation Unit Value may be used to illustrate performance for a hypothetical investment (such as $10,000) over the time period specified. Change in Accumulation Unit Value is expressed by this formula [UV(1)/UV(0))(to the power of annualization factor)]-1, where UV(1) represents the current unit value and UV(0) represents the prior unit value. The annualization factor can be either (1/number of years) or (365/number of days). Average annual total return differs from the change in Accumulation Unit Value because it assumes a steady rate of return and reflects all expenses. Average annual total return is calculated by finding the average annual compounded rates of return over the 1-, 5-, and 10-year periods that would equate the initial amount invested to the ending redeemable value, according to this formula P(1+T)(to the power of n)=ERV, where "P" represents a hypothetical initial payment of $1,000; "T" represents average annual total return; "n" represents number of years; and "ERV" represents ending redeemable value of a hypothetical $1,000 payment made at the beginning of the 1-, 5-, or 10-year periods at the end of the 1-, 5-, or 10-year period (or fractional portion).

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

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(R) Growth Index, the Russell 2500(TM) Growth Index, the Russell 2000(R) Growth Index, the Russell 2000(R) Value Index, the Russell 1000(R) Growth Index, the Lehman Brothers(R) Aggregate Bond Index, the Lehman Brothers(R) Intermediate 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 certain 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 Interest Account is transferred to the MetLife Stock Index Division or the State Street Research Aggressive Growth Division. The second technique is the "Equalizer(SM)." Under this strategy, once during a specified period (i.e., monthly, quarterly), a transfer is made from the MetLife Stock Index Division or the State Street Research Aggressive Growth Division to the Fixed Interest Account or from the Fixed Interest Account to the MetLife Stock Index Division or State Street Research Aggressive Growth Division in order to make the account and the division equal in

value. The third 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 Interest Account in order to bring the percentage of the account balance in each of these investment divisions and the Fixed Interest 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," "Aggressive Equity Generator Return," "Equalizer Return," "Aggressive Equalizer Return" or "Index Selector Return" for each asset allocation 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 performance for the Equity Generator, Equalizer and 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.

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

PAY-OUT VERSION I

We may state performance in terms of "change in Annuity Unit Value," or "average annual total return".

CHANGE IN ANNUITY UNIT VALUE ("NON-STANDARD PERFORMANCE") 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 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 highest possible Separate Account charge (also known as annualized charge in annuity value).

AVERAGE ANNUAL TOTAL RETURN (also known as annualized change in annuity value) calculations ("Standard Performance") reflect all investment-related and Separate Account charges since the investment division inception date, which is the date the corresponding Portfolio or predecessor Portfolio was first offered under the Separate Account that funds the Deferred Annuities. These figures also assume a steady annual rate of return.

For purposes of presentation (of Non-Standard Performance), we may assume the Deferred Annuities were in existence prior to the inception date of the investment divisions in the Separate Account that funds the Deferred Annuities. In these cases, we calculate performance based on the historical performance of the underlying Metropolitan Fund, Met Investors and American Funds Portfolios since the Portfolio inception date. We use the actual accumulation unit and annuity unit data after the inception date. Any performance data that includes all or a portion of the time between the Portfolio inception date and the investment division date is hypothetical. Hypothetical returns indicate what the performance data would have been if the Deferred Annuities had been introduced as of the Portfolio inception date.

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 and the investment-related charge.

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 and the weighted average of investment-related charges for all Portfolios to depict investment-related charges.

Past performance is no guarantee of future results.

PAY-OUT VERSION II

From time to time we advertise the performance of various Separate Account investment divisions prior to any calculation that incorporates the interest rate factor or annuity purchase rates, (i.e., the net investment return, less Separate Account charge). Performance will be stated in terms of either yield, "change in value" or "average annual total return" or some combination of the foregoing. Yield, change in 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 will refer to 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 value calculations reflect all Separate Account and investment-related charges. This value is calculated by determining the percentage change in return for a certain period. These numbers also may be annualized. Both yield and change in value reflect investment-related and Separate Account charges.

Average annual return calculations reflect all investment-related and Separate Account charges. These figures also assume a steady annual rate of return. Average annual total return calculations reflect the highest possible Separate Account charge. We may also show change in value and annualized change in value with the applicable, lower Separate Account charge when that performance is accompanied by average annual total return. We may show "non-standard" average annual total return with an applicable, lower Separate Account charge and when that performance is accompanied by average annual total return.

We may demonstrate hypothetical values of annuity benefits over a specified period based on historical net asset values of the portfolios and the historical specified interest rates 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 investment and interest factors and deduction of the maximum Separate Account charge and the investment-related charge. If the presentation is for an individual, we may also provide a presentation that reflects the Separate Account charge, as well as the investment and interest factors and the investment-related charge. We may assume that the pay-out options of the Deferred Annuity were in existence prior to its inception date. When we do so, we calculate performance based on the historical performance of the underlying Portfolio for the period before the inception date. We use the actual annuity unit data after the inception date.

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

We may also 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, hypothetical specified interest rates 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 maximum Separate Account charge and the average of investment-related charges for all Portfolios to depict investment-related charges. If the presentation is for an individual, we may also provide a presentation that reflects the applicable Separate Account charge, as well as the investment and interest factors and the investment-related charge.

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 the Deferred Annuity 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 annuities (including 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 instructions 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.

Qualified plans do not have voting interests through life insurance or annuities and do not vote these interests based upon the number of shares held in the Separate Account investment division deemed attributable to qualified plans. Shares are held by the plans themselves and are voted directly; the instruction process does not apply.

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 an independent registered public accounting firm, 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 or any investment manager or principal underwriter or any Portfolio which may be initiated by those having voting interests or the Metropolitan Fund's or the Met Investor 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 ("QPSA") (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 QPSA benefit generally may not be given until the plan year in which you attain age 35. The waiver period for the QPSA 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.

TAXES

GENERAL

Federal tax laws are complex and are subject to frequent change as well as to judicial and administrative interpretation. The following is a general summary intended to point out what we believe to be some general rules and principles, and not to give specific tax or legal advice. Failure to comply with the law may result in significant adverse tax consequences and penalties. For details or for advice on how the law applies to your individual circumstances, consult your tax advisor or attorney. You may also get information from the Internal Revenue Service.

In the opinion of our attorneys, the Separate Account and its operations will be treated as part of MetLife, and not taxed separately. We are taxed as a life

insurance company. Thus, although the Deferred Annuities allow us to charge the Separate Account with any taxes or reserves for taxes attributable to it, we do not expect that under current law we will do so.

DEFERRED ANNUITIES

To the extent contributions to your Annuity were not subject to Federal income tax, withdrawals of these contributions will be subject to Federal income taxes. Earnings under your Annuity are generally subject to income tax when distributed. However, "qualified distributions" of earnings from a Roth IRA are not subject to Federal income tax.

Contributions to Non-Qualified and Roth IRA Annuities, as well as non-deductible contributions to IRA Annuities are made on an "after-tax basis", so that making purchase payments does not reduce the taxes you pay.

Earnings under the Non-Qualified Annuities and IRA Annuities, are normally not taxed until withdrawn, if you, as the owner, are an individual. Thus, that portion of any withdrawal that represents income is taxed when you receive it, but that portion that represents purchase payments is not, to the extent previously taxed. For Roth IRA Annuities, "qualified distributions" of earnings are not subject to Federal income tax. Withdrawals of contributions are generally not subject to income tax. However, withdrawals from a Roth IRA of previously taxed converted amounts may be subject to a penalty tax if made before age 59 1/2.

Generally, the Non-Qualified Deferred Annuities are issued on an "after-tax basis" so that making a purchase payment does not reduce the taxes you pay. That portion of any income payment that represents income is taxed when you receive it, but that portion that represents the purchase payment is a nontaxable return of principal. Once the investment in the contract has been recovered through the use of the excludable amount, the entire amount of all future payments are includable in taxable income. The IRS has not specifically approved the use of an exclusion ratio or recovery amount with respect to a variable annuity where transfers are permitted between funding options or between a funding option and a guaranteed interest option. At the present time MetLife intends to report the taxable income payments made to you under general tax principles for variables annuities using an excludable amount for each payment based upon your purchase payment made to provide the income annuity divided by the expected number of payments. For the Roth IRA Deferred Annuity, "qualified distributions" of earnings are not subject to tax. Withdrawals of contributions are generally not subject to income tax. However, withdrawals from a Roth IRA of taxable converted amounts may be subject to a penalty tax if made before age 59 1/2.

The IRA Annuities accept both purchase payments that entitle you or the owner to a current tax deduction or to an exclusion from income and those that do not. Taxation of withdrawals depends on whether or not you or the contract owner were entitled to deduct or exclude the purchase payments from income in compliance with the Code. Roth IRA Deferred Annuities only accept "after-tax" contributions.

Each type of Annuity is subject to various tax limitations. Typically, except for the Non-Qualified Annuities the maximum amount of purchase payment is limited under Federal tax law and there are limitations on how long money can be left under the Annuities before withdrawals must begin. A 10% tax penalty applies to certain taxable withdrawals from the Annuity (or in some cases from the plan or arrangement that purchased the Annuity) before you are age 59 1/2.

If your benefit under a plan subject to the Retirement Equity Act (REA) is worth more than $5,000, the Code requires that your Deferred Annuity protect your spouse if you die before your receive any income payments or if you die while income payments are being made. If your Deferred Annuity is subject to the REA, your spouse has certain rights which may be waived with the written consent of your spouse. Waiving these requirements will cause your initial monthly benefit to increase.

The rules as to what payments are subject to this provision are complex. The following paragraphs will briefly summarize some of the Federal tax rules on an Annuity-by-Annuity basis, but will make no attempt to mention or explain every single rule that may be relevant to you. We are not responsible for determining if your plan or arrangement satisfies the requirements of the Code.

The 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 expanded portability and tax-free opportunities.

* all these changes are scheduled to expire after 2010.

You should consult your tax adviser regarding these changes.

Traditional IRA Annuities. Annual contributions to all Traditional and Roth IRAs may not exceed the lesser of the deductible amount under Section 219(b)(1)(A) of the Code ($4,000 for 2005-2007 and $5,000 for 2008, adjusted for inflation thereafter) or 100% of your "com-

pensation" as defined by the Code, except "spousal IRAs" discussed in the next paragraph. (Additionally, if you are at least 50 years old, you may make additional contributions of $500 per year through 2005, and $1,000 per year for 2006 through 2010.) Generally, no contributions are allowed during or after the tax year in which you attain age 70 1/2. Contributions other than those allowed are subject to a 6% excess contribution tax penalty. Special rules apply to withdrawals of excess contributions. These dollar and age limits do not apply to tax-free "rollovers" or transfers from other IRAs or from other tax-favored plans that the Code allows. If contributions are being made under a SEP or SAR-SEP plan of your employer, additional amounts may be contributed as permitted by the Code and the terms of the employer's plan.

Annual contributions 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 2005, if you are an "active participant" in another retirement plan and if your adjusted gross income is $50,000 or less ($70,000 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 at least $60,000 ($80,000 for married couples filing jointly, $10,000 for a married person filing separately). If your adjusted gross income falls between these amounts, your maximum deduction will be 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 twice the deductible amount for the year to two IRAs, one in your name and one in your spouse's. Neither can exceed the deductible amount, nor can it exceed your joint compensation.

Taxable withdrawals (other than tax-free transfers or "rollovers" to other individual retirement arrangements or to other eligible retirement plans as defined in the Code) before age 59 1/2 are subject to a 10% tax penalty. This penalty does not apply to withdrawals (1) paid to a beneficiary or your estate after your death; (2) due to your permanent disability (as defined in the Code); (3) made in substantially equal periodic payments (not less frequently than annually) over the life or life expectancy of you or you and another person named by you as your beneficiary; (4) to pay deductible medical expense; (5) to enable certain unemployed persons to pay medical insurance premiums; (6) to pay for qualified higher education expenses; (7) for qualified first time home purchases; or (8) made after December 31, 1999 for IRS levies. If you are under age 59 1/2 and are receiving Systematic Withdrawal Program payments that you intend to qualify as a series of substantially equal periodic payments under sec.72(t) of the Code and thus not subject to the 10% tax penalty, any modifications to your Systematic Withdrawal Program payments (other than a one-time change to the required minimum distribution method) before the later of age 59 1/2 or five years after beginning Systematic Withdrawal Program payments will result in the retroactive imposition of the 10% tax penalty. You should consult with your tax adviser to determine whether you are eligible to rely on any exceptions to the 10% tax penalty before you elect to receive any Systematic Withdrawal Program payments or make any modifications to your Systematic Withdrawal Program payments.

If you made both deductible and non-deductible contributions, a partial withdrawal will be treated as a pro rata withdrawal of both, based on all of your IRAs (not just the IRA Annuities). The portion of the withdrawal attributable to non-deductible contributions (but not the earnings on them) is a nontaxable return of principal, which is not subject to the 10% tax penalty. You must keep track of which contributions were deductible and which weren't, and make annual reports to the IRS if non-deductible contributions were made.

Withdrawals may be transferred to another IRA or to another eligible retirement plan without Federal tax consequences if Code requirements are met. Your Traditional IRA or Roth IRA Annuity is not forfeitable and you may not transfer it, assign it or pledge it as collateral for a loan.

Your entire interest in the Deferred Annuity must be withdrawn or begun to be withdrawn generally by April 1 of the calendar year following the year in which you reach age 70 1/2 and a tax penalty of 50% applies to withdrawals which should have been made but were not. Specific rules apply to the timing and calculation of these withdrawals. Where required under the federal tax law to maintain the status of the Deferred Annuity as an annuity under Section 72(s) of the Internal Revenue Code, the actuarial value of any remaining income payments after the owner's death will be made over a period no longer than the beneficiary's remaining life expectancy or within five years of the date of death (or annuitant's death when the beneficiary is not a natural person). Other rules apply to how rapidly withdrawals must be made after your death. Generally, when you die, we must make payments of your entire remaining interest over a period and in a manner as allowed by the Code and applicable regulations. If your spouse is your beneficiary, and, if your Annuity permits, payments may be made over your spouse's lifetime or over a period not beyond your spouse's life expectancy starting by the December 31 of

the year in which you would have reached age 70 1/2, if later. If your sole beneficiary is your spouse, he or she may elect to continue the Deferred Annuity as his or her own IRA Deferred Annuity after your death. The IRS allows you to aggregate the amount required to be withdrawn from each individual retirement arrangement you own and to withdraw this amount in total from any one or more of the individual retirement arrangements you own. New regulations finalized in 2004 provide that, beginning for the 2006 distribution year, the entire interest subject to minimum distributions includes the value of all benefits (such as death benefits) in addition to the account value. These rules are not entirely clear, consult your own tax advisor.

If you satisfy certain requirements, you can change your Traditional IRA contribution to a Roth IRA if you "recharacterize" your contribution before you file your income tax return (including filing extensions).

Roth IRA Annuities. Annual contributions to all Traditional and Roth IRAs may not exceed the lesser of the deductible amount under Section 219(b)(1)(A) of the Code (for individuals under age 50, $4,000 for 2005-2007 and $5,000 for 2008 (adjusted for inflation thereafter) or 100% of your "compensation." You may contribute up to the annual contribution limit to a Roth IRA in 2003 if your adjusted gross income is not in excess of $95,000 ($150,000 for married couples filing jointly). The contribution limits to a Roth IRA are phased out ratably for individuals with income between $95,000 and $110,000 and for married couples filing jointly with income between $150,000 and $160,000; and for married couples filing separately between $0 and $10,000. Annual contributions to all IRAs, including Roth IRAs, may not exceed the lesser of the deductible amount or 100% of your "compensation" as defined by the Code, except for "spousal IRAs." (Additionally, if you are at least 50 years old, you may make additional contributions of $500 per year through 2005, and $1,000 per year beginning in 2006.) These limits on annual contributions do not apply to a rollover from a Roth IRA to another Roth IRA or a conversion from an existing IRA to a Roth IRA. You may make contributions to a Roth IRA after age 70 1/2. Excess contributions are subject to a 6% excess contribution tax penalty, unless such contributions are withdrawn under rules specified in the Code.

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

Except to the extent you have non-deductible IRA contributions, the amount converted from a non-Roth IRA into a Roth IRA is taxable. Generally, the 10% early withdrawal penalty does not apply to conversions/rollovers. (See exception discussed below.)

Distributions from a Roth IRA are made first from contributions and then from earnings. Generally, withdrawals from contributions are not subject to tax. However, withdrawals of previously taxed converted amounts prior to age 59 1/2 and made within five taxable years from such conversion will be subject to the 10% premature penalty tax (unless you meet an exception).

Withdrawals of earnings will not be subject to Federal income tax if they are "qualified distributions." In order to be a qualified distribution, the withdrawal must be: (a) made at least five taxable years from the year you established a Roth IRA, and (b) made after age 59 1/2, or for death, disability, or a first-time home purchase (up to $10,000). (Please consult your tax advisor regarding the state income tax treatment of your withdrawal.)

The withdrawal of earnings not meeting the foregoing requirements will be subject to income tax and possibly the 10% premature tax penalty.

Mandatory minimum distribution rules do not apply while you are alive. Generally, when you die, we must make payment of your entire remaining interest within five years of the year in which you died or begin payments over a period and in a manner allowed by the Code to your beneficiary over his/her lifetime or over a period not beyond your beneficiary's life or life expectancy starting by December 31 of the year following the year in which you die. (Certain exceptions exist for spouses.)

You should consult your tax advisor regarding the tax treatment of Roth IRAs and the appropriateness of the Roth IRA to your particular situation. If you choose an income option, the Code requires any remaining payment be made to your beneficiary within five years of the year in which you died or over a period not exceeding your beneficiary's life or life expectancy. Therefore, if you choose an income payment type that has a period certain (e.g., an income annuity for life with a ten year term certain), the period certain should not exceed the greater of five years or the life expectancy of your beneficiary. (Subsequent changes to your beneficiary after you begin the pay-out phase of your Deferred Annuity may cause you to be in violation of this rule.)

If you satisfy certain requirements, you can change your Traditional IRA contribution to a Roth IRA if you "recharacterize" your contribution before you file your income tax return (including filing extensions).

Qualified Income Annuities. In general, an income option will meet minimum distribution requirements under the tax law where the payments are non-increasing, made at least annually, and are payable over your lifetime (or a period not exceeding your life expectancy), or over the joint lives of you and the designated beneficiary (or over a period not exceeding the life expectancies of you and the designated beneficiary).

In general, proposed regulations issued in 2002 and finalized in 2004 permit income payments to increase based not only with respect to the investment experience of the underlying funds but also with respect to actuarial gains. Actuarial gain is broadly defined to include changes in the assumed interest rate such as those produced by the specified interest rate under the pay-out option under the Deferred Annuity. Additionally, these proposed regulations permit payments under income annuities to increase due to a full withdrawal or to a partial withdrawal under certain circumstances.

If you intend to choose an pay-out option which is 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 to meet the minimum distribution incidental benefit rules and avoid the 50% excise tax.

The rules for minimum distribution are very complex and you should consult your own tax advisor as to their applicability to the Annuity and the tax consequences of transferring allocating money between investment divisions or between investment divisions and the Fixed Interest Option.

Non-Qualified Annuities. No limits apply under the Code to the amount of purchase payments that you may make. Tax on income earned under the Annuities is generally deferred until it is withdrawn only if you as owner of the Annuity are an individual (or are treatable as a natural person under certain other circumstances specified by the Code). The following discussion assumes that this is the case.

Non-Qualified Income Options. The following discussion assumes that you are an individual (or are treated as a natural person under certain other circumstances specified by the Code). Income payments are subject to an "exclusion ratio" or "excludable amount" which determines how much of each income payment is a non-taxable return of your "purchase payment" (the amount you used to annuitize) and how much is a taxable payment of earnings. Generally, once the total amount treated as a return of your purchase payment equals the amount of such purchase payment, all remaining income payments are fully taxable. If you die before the purchase payment is returned, the unreturned amount may be deductible on your final income tax return or deductible by your beneficiary if income payments continue after your death. We will tell you what your purchase payment was and how much of each income payment is a non-taxable return of your purchase payment. The IRS has not specifically approved the use of an exclusion ration or excludable amount for income annuities such as yours, where transfers are permitted between investment divisions and between investment divisions and the fixed income options. We intend to determine an excludable amount for each income payment by treating the Income Annuity as one variable contract and dividing the after-tax purchase payment (adjusted for any guaranteed payment or refund feature) by the number of expected payments (using the appropriate IRS table). However, the IRS may determine that the taxable portion of each payment is more (or less) than the amount we determine.

Diversification

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

We may limit the number, frequency or types of transfers to satisfy the Federal income tax law requirements.

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.

- 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.

Any withdrawal is generally treated as coming first from earnings (and thus subject to tax) and next from your contributions (and thus a nontaxable return of principal) only after all earnings are paid out. This rule does not apply to payments made under income annuities, however. Such payments are subject to an "exclusion ratio" which determines how much of each payment is a non-taxable return of your contributions and how much is a taxable payment of earnings. Once the total amount treated as a return of your contributions equals the amount of such contributions, all remaining payments are fully taxable. If you die before all contributions are returned, the unreturned amount may be deductible on your final income tax return or deductible by your beneficiary if payments continue after your death. We will tell the purchaser of an income annuity what your contributions were and how much of each income payment is a non-taxable return of contributions.

Taxable withdrawals (other than tax-free exchanges to other non-qualified deferred annuities) before you are age 59 1/2 are subject to a 10% tax penalty. This penalty does not apply to withdrawals (1) paid to a beneficiary or your estate after your death; (2) due to your permanent disability (as defined in the Code); or (3) made in substantially equal periodic payments (not less frequently than annually) over the life or life expectancy of you or you and another person named by you as your beneficiary.

Your Non-Qualified Deferred Annuity may be exchanged for another non-qualified deferred annuity without incurring Federal income taxes if Code requirements are met. Under the Code, withdrawals need not be made by a particular age. However, it is possible that the Internal Revenue Service may determine that the Deferred Annuity must be surrendered or income payments must commence by a certain age, e.g., 85 or older. If you (or the annuitant if you are not a natural person) die prior to the date that income payments begin, the death benefit under a non-qualified annuity Contract must be paid over the remaining life expectancy of the payee, or within five years of the date of the death. If your spouse is your beneficiary or a co-owner of the Non-Qualified Annuity, this rule does not apply. If you die after income payments begin, payments must continue to be made at least as rapidly as under the method of distribution that was used at the time of your death in accordance with the income type selected.

The tax law treats all non-qualified deferred annuities issued after October 21, 1988 by the same company (or its affiliates) to the same owner during any one calendar year as one annuity. This may cause a greater portion of your withdrawals from the Deferred Annuity to be treated as income than would otherwise be the case. Although the law is not clear, the aggregation rule may also adversely affect the tax treatment of payments received under an income annuity where the contract owner has purchased more than one non-qualified annuity during the same calendar year from the same or an affiliated company after October 21, 1988, and is not receiving income payments from all annuities at the same time.

INVESTOR CONTROL

In some circumstances, owners of variable annuity contracts who retain excessive control over the investment of the underlying separate account assets may be treated as the contract owners of those assets and may be subject to tax on income produced by those assets. Although published guidance in this area does not address certain aspects of the contracts, we believe that the owner of a Contract should not be treated as the owner of the separate account assets. We reserve the right to modify the Contract to bring it into conformity with applicable standards should such modification be necessary to prevent a contract owner of the Contract from being treated as the contract owner of the underlying separate account assets.

ACCUMULATION UNIT VALUE TABLE

This table shows fluctuations in the Accumulation Unit Values for the Deferred Annuity with a Separate Account charge of 0.65% for each investment division from year-end to year-end. The guaranteed maximum highest separate account charge and lowest separate account charge tables and charts, are in the Prospectus. The information in this table has been derived from the Separate Account's full financial statements or other reports (such as the annual report).

	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
BlackRock Bond Income Division(a)(b)	2004	$11.15	$11.57	889.82
	2003	9.85	11.15	986.99
	2002	9.85	9.85	0
	2001	9.83	10.60	0
Lehman Brothers(R) Aggregate Bond Index Division(a)	2004	10.98	11.36	6,979.25
	2003	10.67	10.98	5,001.91
	2002	9.74	10.67	631.93

	2001	9.72	9.74	0
BlackRock Diversified Division(a).................	2004	10.37	11.18	0
	2003	8.66	10.37	0
	2002	10.12	8.66	0
	2001	10.21	10.12	0
Lord Abbett Bond Debenture Division(a)(c).............	2004	11.59	12.48	41.77
	2003	9.76	11.59	42.31
	2002	9.70	9.76	0
	2001	9.76	9.70	0
BlackRock Investment Trust Division(a).................	2004	9.84	10.84	0
	2003	7.61	9.84	0
	2002	10.37	7.61	0
	2001	10.51	10.37	0
MetLife Stock Index Division(a).................	2004	10.12	11.11	7,153.04
	2003	7.95	10.12	2,888.41
	2002	10.30	7.95	0
	2001	10.47	10.30	0
Harris Oakmark Large Cap Value Division(a)..........	2004	11.38	12.60	33.10
	2003	9.13	11.38	34.81
	2002	10.70	9.13	0
	2001	10.55	10.70	0
Davis Venture Value(a).......	2004	11.31	12.62	33.04
	2003	8.69	11.31	35.02
	2002	10.46	8.69	0
	2001	10.50	10.46	0
T. Rowe Price Large Cap Growth Division(a)..........	2004	10.41	11.37	0
	2003	8.01	10.41	0
	2002	10.50	8.01	0
	2001	10.60	10.50	0

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	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
<S>	<C>	<C>	<C>	<C>
Met/Putnam Voyager Division(a)(e).............	2004	$ 9.02	$ 9.41	22.16
	2003	7.21	9.02	21.98
	2002	10.21	7.21	0
	2001	10.62	10.21	0
MetLife Mid Cap Stock Index Division(a).................	2004	12.20	14.07	0
	2003	9.10	12.20	356.39
	2002	10.76	9.10	0
	2001	10.72	10.76	0
Neuberger Berman Mid Cap Value Division(a)..........	2004	13.05	15.94	0
	2003	9.62	13.05	0
	2002	10.72	9.62	0
	2001	10.57	10.72	0
BlackRock Aggressive Growth Division(a).................	2004	10.47	11.76	0
	2003	7.49	10.47	0
	2002	10.58	7.49	0
	2001	10.75	10.58	0
FI Mid Cap Opportunities Division(a)..................	2004	9.83	11.44	113.47
	2003	7.35	9.83	113.48
	2002	10.42	7.35	0
	2001	10.56	10.42	0
Russell 2000(R) Index Division(a).................	2004	12.66	14.81	0
	2003	8.72	12.66	0
	2002	11.04	8.72	0
	2001	10.91	11.04	0
Loomis Sayles Small Cap				

Division(a).................	2004	11.48	13.27	0
	2003	8.46	11.48	0
	2002	10.86	8.46	0
	2001	10.78	10.86	0
BlackRock Strategic Value Division(a).................	2004	12.77	14.63	35.63
	2003	8.56	12.77	38.54
	2002	10.95	8.56	0
	2001	10.82	10.95	0
T. Rowe Price Small Cap Growth Division(a)..........	2004	11.34	12.52	97.22
	2003	8.10	11.34	97.22
	2002	11.12	8.10	0
	2001	11.06	11.12	0
Oppenheimer Global Equity Division(a).................	2004	11.00	12.72	0
	2003	8.48	11.00	0
	2002	10.17	8.48	0
	2001	10.20	10.17	0
FI International Stock Division(a).................	2004	10.64	12.50	0
	2003	8.37	10.64	0
	2002	10.21	8.37	0
	2001	10.43	10.21	0
Morgan Stanley EAFE(R) Index Division(a).................	2004	11.45	13.61	0
	2003	8.37	11.45	385.99
	2002	10.11	8.37	0
	2001	10.33	10.11	0

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<S>	YEAR <C>	BEGINNING OF YEAR ACCUMULATION UNIT VALUE <C>	END OF YEAR ACCUMULATION UNIT VALUE <C>	NUMBER OF ACCUMULATION UNITS END OF YEAR <C>
American Funds Global Small Capitalization Division(d).................	2004	$10.01	$11.37	0
American Funds Growth Division(d).................	2004	10.08	11.01	0
American Funds Growth-Income Division(d).................	2004	10.06	10.90	0
BlackRock Large Cap Value Division(d).................	2004	10.10	11.21	0
BlackRock Legacy Large Cap Growth Division(d)..........	2004	10.08	11.13	0
FI Value Leaders Division(d).................	2004	10.09	11.45	0
Franklin Templeton Small Cap Growth Division(d)..........	2004	10.05	11.21	0
Harris Oakmark Focused Value Division(d).................	2004	10.08	11.01	0
Harris Oakmark International Division(d).................	2004	10.03	11.72	0
Janus Aggressive Growth Division(d).................	2004	10.07	11.02	0
Met/AIM Mid Cap Core Equity Division(d).................	2004	10.10	10.97	0
Met/AIM Small Cap Growth Division(d).................	2004	10.09	10.88	0
MFS Investors Trust Division(d).................	2004	10.07	11.23	0
MFS Research International Division(d).................	2004	10.02	11.58	0
MFS Total Return Division(d).................	2004	10.04	10.99	0
Neuberger Berman Real Estate Division(d).................	2004	4.08	2.13	0
PIMCO Total Return Division(d).................	2004	10.00	10.43	0
RCM Global Technology Division(d).................	2004	10.07	10.53	0
Salomon Brothers Strategic Bond Opportunities Division(d).................	2004	9.97	10.65	0
Salomon Brothers U.S. Government Division(d)......	2004	10.00	10.30	0

T. Rowe Price Mid-Cap Growth Division(d).................	2004	10.11	11.53	0

</Table>

(a) Inception Date: December 6, 2001.

(b) The assets of the State Street Research Income Division were merged into this investment division on April 29, 2002. Accumulation unit values prior to April 29, 2002, are those of State Street Research Income Division.

(c) The assets of Loomis Sayles High Yield Bond Division were merged into this investment division on April 29, 2002. Accumulation unit values prior to April 29, 2002, are those of Loomis Sayles High Yield Bond Division.

(d) Inception Date: May 1, 2004. The beginning accumulation rate shown is as of the first business, May 3, 2004.

(e) The assets of this division were merged into the Jennison Growth Division prior to the opening of business on May 2, 2005. This investment division is no longer available under the Deferred Annuity.