METLIFE INC
Form 424B5
December 18, 2006

Filed Pursuant to Rule 424(b)(5)
Registration No. 333-124358

Prospectus Supplement
(To Prospectus dated April 27, 2005)

$1,250,000,000

6.40% Fixed-to-Floating Rate Junior Subordinated Debentures due 2066

MetLife, Inc. is offering $1,250,000,000 aggregate principal amount of its 6.40% Fixed-to-Floating Rate Junior Subordinated Debentures due 2066, which are part of subordinated debt securities referred to in the accompanying base prospectus and which we refer to as the junior subordinated debentures in this prospectus supplement. The junior subordinated debentures will bear interest on their principal amount from the date they are issued to but excluding December 15, 2036, or earlier redemption, at an annual fixed rate of 6.40%, payable semi-annually in arrears on each June 15 and December 15, beginning June 15, 2007, and, solely in the event that the junior subordinated debentures are not repaid or otherwise redeemed on or before the scheduled redemption date (as described below), from and including December 15, 2036 to but excluding December 15, 2066, or earlier redemption, at an annual rate equal to three-month LIBOR plus a margin equal to 2.205%, payable quarterly in arrears on each March 15, June 15, September 15 and December 15, subject to our right or, in certain circumstances, requirement to defer interest payments as described in this prospectus supplement under Description of the Junior Subordinated Debentures.

We have agreed to repay the junior subordinated debentures on December 15, 2036, which we refer to as the scheduled redemption date, but only to the extent that we have raised sufficient net proceeds during the 180-day period ending on the notice date (as defined herein) for the scheduled redemption date from the issuance of certain qualifying capital securities, as described in this prospectus supplement. We will covenant to use our commercially reasonable efforts to raise sufficient net proceeds during such 180-day period from the issuance of qualifying capital securities to permit repayment of the junior subordinated debentures in full on the scheduled redemption date, subject to certain market disruption events described herein and subject to our right to otherwise redeem the junior subordinated debentures as described below. If any junior subordinated debentures are not repaid or otherwise redeemed on the scheduled redemption date, they will remain outstanding and will bear interest at a floating rate specified above, payable quarterly in arrears and, subject to the limitations described in the immediately preceding sentence, we will continue to use our commercially reasonable efforts to raise sufficient net proceeds during the 90-day period ending on the notice date for each subsequent interest payment date from the issuance of qualifying capital securities to permit repayment of the junior subordinated debentures in full on such interest payment date. We refer to each such 180-day and 90-day period as a QCS proceeds collection period. On December 15, 2066, we must pay any remaining principal and interest on the junior subordinated debentures in full whether or not we have sold a sufficient amount of qualifying capital securities.

We may redeem, at our option, the junior subordinated debentures, subject to certain provisions described in this prospectus supplement under Description of the Replacement Capital Covenant :

- in whole or in part, at any time on or after December 15, 2031, at their principal amount plus accrued and unpaid interest to the date of redemption, which we refer to as the par redemption amount ; provided that if the junior subordinated debentures are not redeemed in whole, at least $50 million aggregate principal amount of the junior subordinated debentures (excluding any junior subordinated debentures held by us or any of our affiliates) must remain outstanding after giving effect to such redemption;
- in whole or in part, at any time prior to December 15, 2031, in cases not involving a tax event or rating agency event, in each case as defined in this prospectus supplement, at the par redemption amount or, if greater, the make-whole redemption amount calculated as described in this prospectus supplement; provided that if the junior subordinated debentures are not redeemed in whole, at least $50 million aggregate principal amount of the junior subordinated debentures (excluding any junior subordinated debentures held by us or any of our affiliates) must remain outstanding after giving effect to such redemption; and
- in whole, but not in part, at any time prior to December 15, 2031, within 180 days after the occurrence of a tax event or a rating agency event, at the par redemption amount or, if greater, the special event make-whole redemption amount calculated as described in this prospectus supplement.

The junior subordinated debentures will be issued in denominations of $1,000 and integral multiples of $1,000, and will be our junior subordinated unsecured obligations issued under a subordinated indenture. The payment of principal of and interest on the junior subordinated debentures, to the extent provided in the subordinated indenture, will be subordinated to the prior payment in full of all of our present and future senior indebtedness (as defined herein) and will be structurally subordinated to all existing and future obligations of our subsidiaries.

As further described in this prospectus supplement, if (1) we have optionally deferred interest payments otherwise due on the junior subordinated debentures for a period of more than five consecutive years or (2) if a trigger event (as defined in this prospectus supplement) has occurred and the related trigger period (as defined in this prospectus supplement) is continuing on an interest payment date, we may satisfy our obligation to pay interest on the junior subordinated debentures (i) in the case of an event described in (1) above, on any subsequent interest payment date; and (ii) in the case of an event described in (2) above, on such interest payment date (in each case, other than any interest that has accrued during an optional deferral period of less than five years and prior to the occurrence of a trigger event, which may continue to be deferred to the extent provided herein or be paid out of any source of funds), only to the extent of net proceeds from the sale of qualifying APM securities (as defined in this prospectus supplement) received by us during the 180 days prior to such interest payment date. We refer to this method of funding the payment of accrued and unpaid interest as the alternative payment mechanism. An event of default will occur, among other things, if non-payment of interest, due to an optional deferral, the continuance of a trigger period or otherwise, continues for ten consecutive years or extends beyond the final maturity date of the junior subordinated debentures without all accrued and unpaid interest (including compounded interest) having been paid in full. In certain events of our bankruptcy, insolvency or receivership prior to the maturity or redemption of any junior subordinated debentures, whether voluntary or not, a holder of junior subordinated debentures will have no claim for interest that is unpaid as a result of certain consequences of a trigger event (including compounded interest thereon) and has not been settled through the application of the alternative payment mechanism to the extent the amount of such interest exceeds 25% of the then outstanding principal amount of such holder s junior subordinated debentures. For the avoidance of doubt, this limitation on claims for unpaid interest does not apply to amounts of interest deferred on an optional basis, and holders will have a full claim for, and right to receive, such amounts.

See Risk Factors beginning on page S-19 of this prospectus supplement to read about important factors you should consider before buying the junior subordinated debentures.

Neither the Securities and Exchange Commission nor any other regulatory body has approved or disapproved of these securities or passed upon the adequacy of this prospectus supplement or the accompanying prospectus. Any representation to the contrary is a criminal offense.

	Price to Investors(1)	Underwriting Discount	Proceeds, Before Expenses, to MetLife, Inc.(2)
Per Junior Subordinated Debenture	99.816%	1.000%	98.816%
Total	$ 1,247,700,000	$ 12,500,000	$ 1,235,200,000

(1) Plus accrued interest, if any, from December 21, 2006.

(2) The underwriters will reimburse us for substantially all costs and expenses of this offering. See page S-71 of this prospectus supplement.

The underwriters expect to deliver the junior subordinated debentures, in book-entry form only, through the facilities of The Depository Trust Company (DTC) for the accounts of its participants, including Clearstream Banking, société anonyme, Luxembourg (Clearstream Luxembourg) and/or Euroclear Bank N.V./S.A. (Euroclear), on or about December 21, 2006.

Goldman, Sachs & Co.

JPMorgan

Merrill Lynch & Co.

HSBC

Banc of America Securities LLC	**Deutsche Bank Securities**	**Lehman Brothers**	**Morgan Stanley**	**Wachovia Securities**
Guzman & Company	**Ramirez & Co., Inc.**	**Siebert Capital Markets**	**Toussaint Capital Partners LLC**	**The Williams Capital Group, L.P.**

The date of this prospectus supplement is December 14, 2006.

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You should rely only on the information contained or incorporated by reference in this prospectus supplement and the accompanying prospectus. Neither we nor the underwriters have authorized anyone to provide you with additional or different information. If anyone provided you with additional or different information, you should not rely on it. Neither we nor the underwriters are making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted. You should assume that the information contained in this

prospectus supplement, the accompanying prospectus and the documents incorporated by reference, is accurate only as of their respective dates. Our business, financial condition, results of operations and prospects may have changed since those dates.

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The junior subordinated debentures are offered for sale in those jurisdictions in the United States, Asia, Europe and elsewhere where it is lawful to make such offers. The distribution of this prospectus supplement and the accompanying prospectus and the offering or sale of the junior subordinated debentures in some jurisdictions may be restricted by law. Persons into whose possession this prospectus supplement and the accompanying prospectus come are required by us and the underwriters to inform themselves about and to observe any applicable restrictions. This prospectus supplement and the accompanying prospectus may not be used for or in connection with an offer or solicitation by any person in any jurisdiction in which that offer or solicitation is not authorized or to any person to whom it is unlawful to make that offer or solicitation. See Offering Restrictions in this prospectus supplement.

ABOUT THIS PROSPECTUS SUPPLEMENT

You should read this prospectus supplement along with the accompanying prospectus carefully before you invest in the junior subordinated debentures. Both documents contain important information you should consider before making your investment decision. This prospectus supplement and the accompanying prospectus contain the terms of this offering of junior subordinated debentures. The accompanying prospectus contains information about our securities generally, some of which does not apply to the junior subordinated debentures covered by this prospectus supplement. This prospectus supplement may add, update or change information in the accompanying prospectus. If the information in this prospectus supplement is inconsistent with any information in the accompanying prospectus, the information in this prospectus supplement will apply and will supersede the inconsistent information in the accompanying prospectus.

It is important for you to read and consider all information contained in this prospectus supplement and the accompanying prospectus in making your investment decision. You should also read and consider the additional information under the caption Where You Can Find More Information in the accompanying prospectus.

Unless otherwise stated or the context otherwise requires, references in this prospectus supplement and the accompanying prospectus to MetLife, we, our, or us refer to MetLife, Inc., together with its direct and indirect subsidiaries, while references to MetLife, Inc. or the Holding Company refer only to the holding company on an unconsolidated basis.

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SUMMARY

This summary contains basic information about us and this offering. Because it is a summary, it does not contain all of the information that you should consider before investing in the junior subordinated debentures. You should read this entire prospectus supplement and the accompanying prospectus carefully, including the section entitled Risk Factors, our financial statements and the notes thereto incorporated by reference into this prospectus supplement and the accompanying prospectus, before making an investment decision.

MetLife

We are a leading provider of insurance and other financial services to millions of individual and institutional customers throughout the United States. We offer life insurance, annuities, automobile and homeowners insurance and retail banking services to individuals, as well as group insurance, reinsurance, and retirement & savings products and services to corporations and other institutions. Outside the United States, we have direct insurance operations in the Latin America, Europe and Asia Pacific regions.

We are one of the largest insurance and financial services companies in the United States. We believe that our franchises and brand names uniquely position us to be the preeminent provider of protection and savings and investment products in the United States. In addition, our international operations are focused on markets where the demand for insurance, savings and investment products is expected to grow rapidly in the future.

On July 1, 2005, MetLife, Inc. completed the acquisition of The Travelers Insurance Company, excluding certain assets, most significantly, Primerica, from Citigroup Inc. (Citigroup), and substantially all of Citigroup s international insurance businesses (collectively, Travelers) for $12.1 billion. The results of Travelers operations were included in our financial statements beginning July 1, 2005. As a result of the acquisition, our management increased significantly the size and scale of our core insurance and annuity products and expanded our presence in both the retirement & savings domestic and international markets. The distribution agreements executed with Citigroup as part of the acquisition provide us with one of the broadest distribution networks in the industry. The initial consideration paid by the Holding Company for the acquisition consisted of approximately $10.9 billion in cash and 22,436,617 shares of the Holding Company s common stock with a market value of approximately $1.0 billion to Citigroup and approximately $100 million in other transaction costs. Additional consideration of $115 million was paid by the Holding Company to Citigroup in 2006. In addition to cash on-hand, the purchase price was financed through the issuance of common stock, debt securities, common equity units and preferred stock.

We divide our business into five operating segments:

Institutional (42% of 2005 revenues). Our Institutional segment offers a broad range of group insurance and retirement & savings products and services to corporations and other institutions.

Our group insurance products and services include group life insurance, non-medical health insurance products such as accidental death and dismemberment, long-term care, short -and long-term disability and dental insurance, and related administrative services. We offer group insurance products as employer-paid benefits or as voluntary benefits where all or a portion of the premiums are paid by the employee. We have built a leading position in the U.S. group insurance market through long-standing relationships with many of the largest corporate employers in the United States. We distribute our group insurance products and services through a regional sales force consisting, as of December 31, 2005, of 379 marketing representatives. Voluntary products are sold through the same sales channels, as well as by specialists for these products.

Our institutional retirement & savings products and services include an array of annuity and investment products, as well as guaranteed interest products and other stable value products, accumulation and income annuities, and separate account contracts for the investment of defined benefit and defined contribution plan assets. We distribute retirement & savings products and services through dedicated sales teams and relationship managers located in 21 offices around the country, as well as through the distribution channels in the Individual segment and in the group insurance area, which enable us to better reach and service customers, brokers, consultants and other intermediaries.

Individual (31% of 2005 revenues). Our Individual segment offers a wide variety of protection and asset accumulation products aimed at serving the financial needs of our individual customers throughout their entire life cycle. Individual segment products include traditional, universal and variable life insurance and variable and fixed annuities, as well as disability insurance, long-term care insurance products, mutual funds and other products offered by our other businesses.

Our Individual segment products are distributed nationwide through the agency distribution group, which is comprised of two distribution channels, and the independent distribution group, which is comprised of three distribution channels.

The agency distribution group is comprised of two distribution channels, the MetLife distribution channel and the New England Financial distribution channel. The MetLife distribution channel, which focuses on large middle-income and affluent markets, including multicultural markets, had 5,804 agents under contract in 109 agencies at December 31, 2005. The New England Financial distribution channel, which targets high net-worth individuals, owners of small businesses and executives of small- to medium-sized companies, included 49 general agencies providing support to 2,006 agents and a network of independent brokers throughout the United States at December 31, 2005.

The independent distribution group is comprised of three distribution channels, including coverage and point of sale models for risk-based products, and the annuity model for accumulation-based products. Both the coverage and point of sale models sell universal life, variable universal life, traditional life, long-term care and disability income products. The annuity model sells both fixed and variable annuities, as well as income annuities. As of December 31, 2005, there were 34 regional coverage wholesalers, 57 regional points of sale wholesalers and 138 regional annuity wholesalers.

Auto & Home (7% of 2005 revenues). Our Auto & Home segment offers personal lines property and casualty insurance directly to employees through employer-sponsored programs, as well as through a variety of retail distribution channels, including the agency distribution group, independent agents, property and casualty specialists and direct response marketing.

International (8% of 2005 revenues). Our International segment provides life insurance, accident and health insurance, credit insurance, annuities and retirement & savings products to both individuals and groups. We focus on emerging markets primarily within the Latin America region, the Asia Pacific region and Europe. In Latin America, we operate in Mexico and Chile (which together generated approximately 85% of our 2005 Latin America premiums and fees), as well as Brazil, Argentina and Uruguay. In the Asia Pacific region we operate in South Korea and Taiwan (which together generated approximately 91% of our total 2005 Asia Pacific premiums and fees), as well as Australia, Japan, Hong Kong and China. In Europe, we operate in the United Kingdom and Belgium (which together generated approximately 75% of our 2005 Europe premiums and fees), as well as Poland and India, whose results are included in Europe.

Reinsurance (10% of 2005 revenues). Our Reinsurance segment is primarily comprised of our interest in the life reinsurance business of Reinsurance Group of America, Incorporated (RGA), a publicly traded company (New York Stock Exchange: RGA). We owned approximately 53% of RGA s outstanding common shares at December 31, 2005.

Corporate & Other contains the excess capital not allocated to the operating segments, various start-up entities, including MetLife Bank, National Association, a national bank, and run-off entities, as well as the elimination of all intersegment amounts.

For the year ended December 31, 2005, we had total revenue of $44.7 billion and net income of $4.7 billion. At September 30, 2006, we had cash and invested assets of $327.1 billion, total assets of $516.2 billion and stockholders equity of $31.6 billion.

MetLife, Inc. is incorporated under the laws of the State of Delaware. MetLife, Inc. s principal executive offices are located at 200 Park Avenue, New York, New York 10166-0188 and its telephone number is (212) 578-2211.

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The Offering

Issuer	MetLife, Inc.
Securities	6.40% Fixed-to-Floating Rate Junior Subordinated Debentures due 2066 (the junior subordinated debentures). The junior subordinated debentures will be issued under an indenture, dated June 21, 2005, between MetLife, Inc. and The Bank of New York Trust Company, N.A. (as successor to J.P. Morgan Trust Company, National Association), as trustee, as supplemented by the third supplemental indenture, to be dated as of the closing date of this offering (the indenture, as supplemented by the third supplemental indenture, is referred to as the subordinated indenture). The junior subordinated debentures will be issued in denominations of $1,000 principal amount and integral multiples of $1,000.
Aggregate Principal Amount	$1,250,000,000
Final Maturity Date	The junior subordinated debentures will mature on December 15, 2066 (the final maturity date and, together with any earlier date on which the junior subordinated debentures become due and payable, whether pursuant to a notice of redemption, acceleration or otherwise, the maturity date).
Scheduled Redemption Date	We have agreed to repay the principal amount of the junior subordinated debentures, together with accrued and unpaid interest, on December 15, 2036, which we refer to as the scheduled redemption date, subject to certain limitations. We are required to repay the junior subordinated debentures on the scheduled redemption date only to the extent that we have raised sufficient net proceeds during the applicable QCS proceeds collection period from the issuance of certain qualifying capital securities permitted to be issued pursuant to the replacement capital covenant, described under Description of the Replacement Capital Covenant. We will covenant to use our commercially reasonable efforts, subject to a market disruption event (as defined below) and subject to our right to otherwise redeem the junior subordinated debentures as described under Optional Redemption below, to raise sufficient net proceeds during the applicable QCS proceeds collection period from the issuance of qualifying capital securities to permit repayment of the junior subordinated debentures in full on the scheduled redemption date, which we refer to as the replacement capital obligation. If we have not raised sufficient net proceeds from the issuance of qualifying capital securities to permit repayment of all principal and accrued and unpaid interest, including any compounded interest, to the extent permitted by law, on the junior subordinated debentures on the scheduled redemption date, we will continue to use commercially

reasonable efforts, subject to the limitations described in the immediately preceding paragraph, to raise sufficient net proceeds during the applicable QCS proceeds collection period from the issuance of qualifying capital securities to permit repayment of the junior subordinated debentures on the next interest payment date, and

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	on each interest payment date thereafter, until the junior subordinated debentures are paid in full. Until the junior subordinated debentures are so paid in full, they will remain outstanding from quarter to quarter and bear interest at the floating rate specified herein, payable quarterly in arrears, until repaid in accordance with their terms.
	Notwithstanding the foregoing, if we redeem the junior subordinated debentures when any deferred interest remains unpaid and at a time when the alternative payment mechanism is otherwise applicable, the unpaid deferred interest (including compounded interest, to the extent permitted by law) may only be paid pursuant to the alternative payment mechanism (other than any interest that has accrued during an optional deferral period of less than five years and prior to the occurrence of a trigger event, which may be paid out of any source of funds), except that on the final maturity date and on the acceleration date of the junior subordinated debentures, we may pay any accrued and unpaid interest without regard to the source of funds.
	Although under the replacement capital covenant the principal amount of junior subordinated debentures that we may repay, redeem or purchase at any time may be based on the net cash proceeds from certain issuances of our common stock, rights to acquire common stock, mandatorily convertible preferred stock and debt exchangeable for equity in addition to qualifying capital securities, we have no obligation under the subordinated indenture to use commercially reasonable efforts to issue any securities other than qualifying capital securities or to use the proceeds of the issuance of any other securities to repay the junior subordinated debentures on the scheduled redemption date or at any time thereafter.
	For more information, see Description of the Junior Subordinated Debentures Repayment of Principal; Replacement Capital Obligation.
Interest	Subject to the provisions described below under Optional Deferral and Trigger Event, interest on the junior subordinated debentures will accrue:
	from the issue date to but excluding December 15, 2036, or earlier redemption, at a fixed rate equal to 6.40% per year, payable semi-annually in arrears on June 15 and December 15 of each year, commencing on June 15, 2007; and
	solely in the event that the junior subordinated debentures are not repaid or otherwise redeemed on or before the scheduled redemption date, from and including December 15, 2036 to but excluding December 15, 2066 or earlier redemption, at an annual rate equal to three-month LIBOR plus a margin equal to 2.205%, payable quarterly in arrears on March 15, June 15, September 15 and December 15 of each year.
Use of Proceeds	We intend to use the net proceeds from this offering to repay commercial paper indebtedness issued in the fourth quarter of 2006, to repay $500

million of 5.25% Senior Notes due December 1, 2006, and for general corporate purposes. As of December 13, 2006, such commercial paper indebtedness had a

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	weighted average interest rate of 5.26% and a weighted average maturity of 30 days.
Anticipated Ratings	Moody s Investors Service, Inc. (Moody s): A3 (Stable). Standard & Poor s Ratings Services, a division of The McGraw-Hill Companies, Inc. (Standard & Poor s): BBB+ (Stable). An explanation of the significance of ratings may be obtained from the rating agencies. Generally, rating agencies base their ratings on such material and information, and such of their own investigations, studies and assumptions, as they deem appropriate. The rating of the junior subordinated debentures should be evaluated independently from similar ratings of other securities. A credit rating of a security is not a recommendation to buy, sell or hold securities and may be subject to review, revision, suspension, reduction or withdrawal at any time by the assigning rating agency.
Optional Redemption	Subject to the provisions described below under Replacement Capital Covenant, we may, at our option, redeem the junior subordinated debentures: in whole or in part, at any time on or after December 15, 2031, at their principal amount plus accrued and unpaid interest to the date of redemption; provided that if the junior subordinated debentures are not redeemed in whole, at least $50 million aggregate principal amount of the junior subordinated debentures (excluding any junior subordinated debentures held by us or any of our affiliates) must remain outstanding after giving effect to such redemption; in whole or in part, at any time prior to December 15, 2031, in cases not involving a tax event or rating agency event, at their principal amount plus accrued and unpaid interest to the date of redemption or, if greater, the make-whole redemption amount ; provided that if the junior subordinated debentures are not redeemed in whole, at least $50 million aggregate principal amount of the junior subordinated debentures (excluding any junior subordinated debentures held by us or any of our affiliates) must remain outstanding after giving effect to such redemption; and in whole, but not in part, at any time prior to December 15, 2031, within 180 days after the occurrence of a tax event or rating agency event, at their principal amount plus accrued and unpaid interest to the date of redemption or, if greater, the special event make-whole redemption amount. For more information and the definitions of tax event, rating agency event, make-whole redemption amount and special event make-whole redemption amount, see Description of the Junior Subordinated Debentures Optional Redemption.

Replacement Capital Covenant	Around the time of the initial issuance of the junior subordinated debentures, we will enter into a replacement capital covenant in which we will covenant for the benefit of holders of one or more designated series of our indebtedness (which will initially be our 5.70% Senior Notes due 2035), other than the junior subordinated debentures, that we will not repay, redeem or purchase the junior

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subordinated debentures on or before December 15, 2056, unless, subject to certain limitations, during the applicable measurement period (as defined herein) we have received proceeds from the sale of specified securities in the specified amounts described therein.

The replacement capital covenant will terminate upon the occurrence of certain events, including an acceleration of the junior subordinated debentures due to the occurrence of an event of default. The replacement capital covenant is not intended for the benefit of holders of the junior subordinated debentures and may not be enforced by them, except that we will agree in the subordinated indenture that we will not amend the replacement capital covenant to impose additional restrictions on the type or amount of qualifying capital securities that we may include for purposes of determining when repayment, redemption or purchase of the junior subordinated debentures is permitted, except with the consent of the holders of a majority in principal amount of the junior subordinated debentures.

Optional Deferral

So long as (i) no event of default with respect to the junior subordinated debentures has occurred and is continuing and (ii) no trigger event (as defined below) has occurred and the related trigger period (as defined below) is continuing, we may elect to defer one or more interest payments on the junior subordinated debentures at any time and from time to time for up to ten years, which we refer to as an optional deferral period, without triggering an event of default under the subordinated indenture; provided that no such optional deferral period may end on a date other than an interest payment date or extend beyond the maturity date of the junior subordinated debentures. Deferred interest will continue to accrue and compound periodically, to the extent permitted by applicable law, at the rate of interest applicable to the junior subordinated debentures.

During the first five years of an optional deferral period, we may pay deferred interest out of any source of funds. If interest remains unpaid after five years of optional deferral, the alternative payment mechanism described below in this summary under Alternative Payment Mechanism will apply, with the consequence, among others, that we must (except on the final maturity date or upon the acceleration of the junior subordinated debentures following an event of default (the acceleration date)) make commercially reasonable efforts to sell shares of our common stock (unless such interest has been (or is being) paid from the proceeds of qualifying warrants (as defined below)) and may pay optionally deferred interest only out of the net proceeds of qualifying APM securities, except that on the final maturity date and on the acceleration date of the junior subordinated debentures, we may pay any accrued and unpaid interest without regard to the source of funds.

Additionally, during any optional deferral period the restrictions on payment by us of dividends and other distributions on capital stock and certain other securities described below in this summary under Payment

Restrictions will apply. An event of default will occur if non-payment of interest, due to an optional deferral, the continuation of a trigger period or otherwise, continues for ten consecutive years or extends beyond the final maturity date of the junior subordinated debentures without all accrued and unpaid interest (including compounded interest) having been paid in full.

Upon the termination of any optional deferral period and the payment of all amounts then due, we may commence a new optional deferral period, subject to the above requirements. There is no limit to the number of such new optional deferral periods that we may begin. See Description of the Junior Subordinated Debentures Optional Deferral.

Trigger Event	The subordinated indenture provides that if, as of the 30th day prior to an interest payment date (and regardless of whether a notice of an optional deferral has been delivered), a trigger event has occurred and the related trigger period is continuing, the alternative payment mechanism described in this summary under Alternative Payment Mechanism will apply.

Any interest that is accrued and unpaid during a trigger period will continue to accrue and compound periodically, to the extent permitted by applicable law, at the rate of interest then applicable to the junior subordinated debentures, and the restrictions on payment by us of dividends and other distributions on capital stock and certain other securities described below in this summary under Payment Restrictions will apply.

An event of default will occur if non-payment of interest, due to an optional deferral period, the continuation of a trigger period or otherwise, continues for ten consecutive years or extends beyond the final maturity date of the junior subordinated debentures without all accrued and unpaid interest (including compounded interest) having been paid in full.

A trigger event will have occurred if one of the following conditions exists as of the date which is 30 days prior to any interest payment date:

(i) the covered insurance subsidiaries risk-based capital ratio is less than 175% of the company action level for such subsidiaries, in the case of each covered insurance subsidiary based on the most recent annual financial statements for the year ended prior to such interest payment date for which such subsidiary has filed its annual statement with the applicable state insurance commissioners (annual statements for a year are generally required to be filed on or before March 1st of the following year); or

(ii) (x) the trailing four quarters consolidated net income amount for the period ending on the last day of the quarter that is two quarters prior to the most recently completed quarter is zero or a negative amount, and (y) the adjusted stockholders equity amount, as of the last day of the most recently completed quarter and as of the end of the quarter that is two quarters before the most recently completed quarter, has declined by 10% or more as compared to the adjusted stockholders equity amount at the end of the benchmark quarter (the date that is ten quarters prior to the most recently completed quarter).

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Trigger period means a period commencing upon the occurrence of a trigger event and continuing until we are able again to satisfy both tests for an interest payment date.

In addition, in the case of a trigger event described in clause (ii) above, such trigger period will continue until we are able again to satisfy the two tests in clauses (i) and (ii) above for an interest payment date and our adjusted stockholders equity amount has increased, or has declined by less than 10%, in either case as compared to the adjusted stockholders equity amount at the end of the benchmark quarter for each interest payment date as to which a trigger event had occurred under clause (ii) above.

For example, if we failed to satisfy the test in clause (ii) above for three consecutive interest payment dates, we would be able to make interest payments on the junior subordinated debentures on the fourth interest payment date only if, as of such interest payment date: (1) we satisfied the tests in each of clauses (i) and (ii) above for that fourth interest payment date and (2) our adjusted stockholders equity amount as of the last completed quarter for that interest payment date had increased from, or was less than 10% below, its level at the end of the benchmark quarter for each of the prior three interest payment dates for which a trigger event had occurred under clause (ii) above. In effect, our adjusted stockholders equity amount as of the most recently completed quarter for that interest payment date would have to be greater than, or less than 10% below, its level as of the end of not only the tenth quarter, but also each of the eleventh, twelfth and thirteenth quarters, preceding the most recently completed quarter.

Once a trigger period is no longer continuing, subsequent interest may be paid in cash from any source. However, any unpaid interest that accrued during the continuance of a trigger period may only be satisfied using the alternative payment mechanism, except that on the final maturity date and on the acceleration date of the junior subordinated debentures we may pay any accrued and unpaid interest without regard to the source of funds. Any accrued and unpaid interest will in all events be due and payable upon the maturity date of the junior subordinated debentures, subject to the restrictions described below under Limitation on Claims in the Event of Our Bankruptcy, Insolvency or Receivership.

For more information, see Description of the Junior Subordinated Debentures Trigger Event and Description of the Junior Subordinated Debentures Consequences of a Trigger Event.

Alternative Payment Mechanism

Subject to certain conditions and exceptions described herein, if (1) we have optionally deferred interest payments otherwise due on the junior subordinated debentures for a period of more than five consecutive years, or (2) a trigger event has occurred and the related trigger period is continuing on an interest payment date (regardless of whether a notice of an optional deferral has been delivered):

we may satisfy our obligation to pay interest on the junior subordinated debentures (i) in the case of an event described in (1) above, on any subsequent interest payment date and (ii) in the case of an event described in (2) above, on such interest payment date (in each case, other than any interest that has accrued during an optional deferral period of less than five years and prior to the occurrence of a trigger event, which may continue to be deferred to the extent provided herein or be paid out of any source of funds), only to the extent of net proceeds from the sale of qualifying APM securities (as defined below) received by us during the 180 days prior to such interest payment date. We refer to this method of funding the payment of accrued and unpaid interest as the alternative payment mechanism.

If a trigger period is no longer continuing and at the termination of the trigger period there is no unpaid interest from an optional deferral period that had continued for more than five years, subsequent interest payments may be paid in cash from any source. However, any unpaid interest that accrued during the continuance of a trigger period, or an optional deferral period that extended for more than five years, may only be satisfied using the alternative payment mechanism except that on the final maturity date and on the acceleration date of the junior subordinated debentures, we may pay any accrued and unpaid interest without regard to the source of funds. Any accrued and unpaid interest will in all events be due and payable on the maturity date of the junior subordinated debentures, except for foregone interest if certain events of bankruptcy, insolvency or receivership, whether voluntary or not, occur prior to the maturity or redemption of the junior subordinated debentures. See Limitation on Claims in the Event of Our Bankruptcy, Insolvency or Receivership ; and

we must make commercially reasonable efforts to sell shares of our common stock, the sale of which will provide sufficient cash proceeds to pay any amount due to the holders of the junior subordinated debentures in satisfaction of all accrued and unpaid interest, together with any compounded interest, to the extent permitted by law (unless such interest has been paid (or is being paid) from the sale of qualifying warrants, as defined below).

Our obligation to make commercially reasonable efforts to sell our common stock to satisfy our obligation to pay interest is subject to market disruption events, does not apply to interest that has been deferred during an optional deferral period of less than five years, and does not apply on the final maturity date or on the acceleration date of the junior subordinated debentures. See Description of the Junior Subordinated Debentures Alternative Payment Mechanism.

The sale of qualifying warrants to pay deferred interest, subject to the restrictions and requirements set forth herein, is an option that may be exercised at our sole discretion, subject to such restrictions and requirements, and we will under no circumstances be obligated to sell qualifying warrants or to apply the proceeds of any such sale to pay deferred interest on the junior subordinated debentures. No class of investors of our securities, or any other party, may require us to issue qualifying warrants.

Qualifying APM securities means (1) shares of our common stock, and (2) net share settled warrants to purchase our common stock that

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we can sell at our sole discretion and that have an exercise price greater than the current market price of our common stock as of their date of issuance, that we are not entitled to redeem for cash and that the holders of such warrants are not entitled to require us to repurchase for cash in any circumstance (qualifying warrants).

Commercially reasonable efforts to sell our common stock means commercially reasonable efforts to complete the offer and sale of our common stock to third parties that are not our subsidiaries in public offerings or private placements, provided that we will be deemed to have made such commercially reasonable efforts during a market disruption event or for so long as we are prevented from selling shares of our common stock in accordance with the alternative payment mechanism because we do not have shares available for issuance, regardless of whether we make any offers or sales during such market disruption event. For the avoidance of doubt, we will not be considered to have made commercially reasonable efforts to effect a sale of our common stock if we determine to not pursue or complete such sale due to pricing, dividend rate or dilution considerations.

Any interest payment made pursuant to the alternative payment mechanism will first be allocated to payment of the interest due on that interest payment date for the current interest period. Any payment of interest in excess of the amount of interest due on that interest payment date for the current interest period will be applied first against any then existing accrued and unpaid interest with respect to prior interest periods for which interest must be paid pursuant to the alternative payment mechanism, in chronological order beginning with the earliest interest period for which interest has not been paid in full and for which such interest must be paid pursuant to the alternative payment mechanism, including compounded interest.

In the event that we defer an interest payment on the junior subordinated debentures and on other securities that rank equally with the junior subordinated debentures and contain similar requirements to pay interest pursuant to the alternative payment mechanism, we will apply any net proceeds so raised on a pro rata basis towards our obligations to pay interest on the junior subordinated debentures and such equally ranking securities in proportion to the total amounts that are due on the junior subordinated debentures and such securities, or on such other basis as any regulatory authority may instruct (taking into account the availability of proceeds of preferred shares or other securities to settle deferred interest under any such other securities). Notwithstanding the foregoing, a partial payment will be applied (i) only to optionally deferred interest payments, to the extent that the source of such partial payment is other than proceeds from the sale of qualifying APM securities, and (ii) first to interest that is unpaid during a trigger period and second to optionally deferred interest payments, to the extent that the source of such partial payment is the sale of qualifying APM securities.

Under the subordinated indenture, we will be required to use commercially reasonable efforts to seek shareholder consent to increase the number of authorized shares of our common stock if, at any date, our shares available for issuance (as defined below) fall below the greater of:

250 million shares (as adjusted for any stock split, stock dividend, reclassification, recapitalization, split-up, combination, exchange of shares or similar transaction); and

three times the number of shares that we would need to issue to raise sufficient proceeds to pay (assuming a price per share equal to the average trading price of shares of our common stock over the ten-trading day period preceding such date) then outstanding deferred interest on the junior subordinated debentures (including compounded interest thereon), plus twelve additional months of interest (including compounded interest) on the junior subordinated debentures, up to a total of ten years of interest (including compounded interest). For purposes of determining the amounts accruing during a floating rate period, the interest will be computed by reference to spot three-month LIBOR on the calculation date plus a margin equal to 2.205%.

Our shares available for issuance will be calculated in two steps. First, we will deduct from the number of authorized and unissued shares of our common stock, the maximum number of shares of our common stock that can be issued under existing options, warrants, convertible securities, any equity-linked contracts and other agreements which require us to issue a determinable number of shares of our common stock. After we deduct that number of shares of our common stock from the number of authorized and unissued shares of our common stock, we will allocate on a pro rata basis, or such other basis as we determine is appropriate, the remaining authorized and unissued shares of our common stock to the alternative payment mechanism and to any other similar commitment that is of an indeterminate nature and under which we are then required to issue shares of our common stock. If the number of authorized and unissued shares of our common stock remaining after the two steps described above is not sufficient to satisfy the remaining commitments, we will be obligated to use commercially reasonable efforts to seek shareholder consent to increase the number of the authorized shares of our common stock as described above. The definition of shares available for issuance will have the effect of giving absolute priority for issuance to those reservations and commitments under which we are able to determine the maximum number of shares of our common stock irrespective of the date on which they were entered into.

If we elect to satisfy our obligation to pay deferred interest pursuant to the alternative payment mechanism by issuing qualifying warrants, we will only do so if the total number of shares of our common stock underlying such qualifying warrants applied to pay interest on the junior subordinated debentures pursuant to the alternative payment mechanism, together with the total number of shares of our common stock underlying all prior issuances of qualifying warrants so applied, does not exceed an amount equal to 15% of the total number of our issued and outstanding common shares as of the date of any proposed issuance.

For more information, see Description of the Junior Subordinated Debentures Alternative Payment Mechanism.

Market Disruption Events

A market disruption event means the occurrence or existence of any of the following events or sets of circumstances:

trading in securities generally on any national securities exchange or over-the-counter market, on which our common stock is then listed or traded (as of the date of this prospectus supplement, the New York Stock Exchange), is suspended or the settlement of such trading generally is materially disrupted or minimum prices are established on any such exchange or such market by the Securities and Exchange Commission (the SEC), by such exchange or by any other regulatory body or governmental authority having jurisdiction, and the establishment of such minimum prices materially disrupts or otherwise has a material adverse effect on trading in, and the issuance and sale of, our common stock;

we were required to obtain the consent or approval of our stockholders, a regulatory body or governmental authority to issue or sell our common stock pursuant to the alternative payment mechanism or to issue or sell qualifying capital securities pursuant to the replacement capital obligation and, after using our commercially reasonable efforts to obtain such consent or approval, we fail to obtain that consent or approval;

a material disruption or banking moratorium occurs or has been declared in commercial banking or securities settlement or clearance services in the United States;

there shall have occurred such a material adverse change in general domestic or international economic, political or financial conditions, including without limitation as a result of terrorist activities, or the effect of international conditions on the financial markets in the United States is such, as to make it, in our judgment, impracticable to proceed with the issuance and sale of our common stock pursuant to the alternative payment mechanism or the issuance and sale of qualifying capital securities pursuant to the replacement capital obligation;

an event occurs and is continuing as a result of which the offering document for the offer and sale of our common stock pursuant to the alternative payment mechanism or the offer and sale of qualifying capital securities pursuant to the replacement capital obligation would, in our reasonable judgment, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading and either (1) the disclosure of that event at such time, in our judgment, would have a material adverse effect on our business or (2) the disclosure relates to a previously undisclosed proposed or pending material business transaction, and we have a bona fide reason for keeping the same confidential or its disclosure would impede our ability to consummate such transaction; provided that no single suspension period contemplated by this bullet point may exceed 90 consecutive days and multiple suspension periods

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contemplated by this bullet point may not exceed an aggregate of 180 days in any 360-day period; or

we reasonably believe that the offering document for the offer and sale of our common stock pursuant to the alternative payment mechanism or the offer and sale of qualifying capital securities pursuant to the replacement capital obligation would not be in compliance with a rule or regulation of the SEC (for reasons other than those referred to in the bullet point directly above) and we are unable to comply with such rule or regulation or such compliance is impracticable; provided that that no single suspension period contemplated by this bullet point may exceed 90 consecutive days and multiple suspension periods contemplated by this bullet point may not exceed an aggregate of 180 days in any 360-day period.

Payment Restrictions	On any date on which accrued interest through the most recent interest payment date has not been paid in full, whether because of an optional deferral or a trigger event, subject to certain exceptions detailed under Description of the Junior Subordinated Debentures Certain Restrictions during Optional Deferral Periods or Following a Trigger Event, we will not, and will not permit any of our subsidiaries to: declare or pay any dividends on, make any distribution with respect to, or redeem, purchase, acquire or make a liquidation payment with respect to, any shares of our capital stock; make any payment of principal, premium, if any, or interest on or repay, repurchase or redeem any debt securities issued by us that rank equally with or junior to the junior subordinated debentures, other than any payment, purchase or redemption in respect of debt securities that rank equally with the junior subordinated debentures (parity debt securities) made ratably and in proportion to the respective amount of (1) accrued and unpaid amounts on such parity debt securities, on the one hand, and (2) accrued and unpaid amounts on the junior subordinated debentures, on the other hand; or make any guarantee payments with respect to the foregoing, if such guarantee ranks equally with or junior to the junior subordinated debentures, other than any payment in respect of guarantees that rank equally with the junior subordinated debentures (parity guarantees) made ratably and in proportion to the respective amount of (1) accrued and unpaid amounts on such parity guarantees, on the one hand, and (2) accrued and unpaid amounts on the junior subordinated debentures, on the other hand.
Subordination	The payment of principal of and interest on the junior subordinated debentures, to the extent provided in the subordinated indenture, will be subordinated to the prior payment in full of all of our present and future senior indebtedness, as defined in Description of the Junior Subordinated

Debentures Subordination. Senior indebtedness will not include (1) indebtedness incurred for the purchase of goods or materials or for services obtained in the ordinary course of business (i.e., trade accounts payable), which will rank equally in right of payment and upon liquidation with the junior subordinated

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debentures, (2) any indebtedness which by its terms ranks equally with or subordinated to the junior subordinated debentures in right of payment or upon liquidation, (3) indebtedness owed by us to our subsidiaries, which also will rank equally in right of payment and upon liquidation to the junior subordinated debentures, and (4) any liability for Federal, state, local or other taxes owed or owing by us or by our subsidiaries. In addition, the rights of the holders of the junior subordinated debentures will be structurally subordinated to all existing and future obligations of our subsidiaries.

The subordinated indenture places no limitation on the amount of additional senior indebtedness that we may incur. As of September 30, 2006 we had $10.4 billion of senior indebtedness outstanding at the parent company level and our subsidiaries had total liabilities of $473.0 billion, all of which will be effectively senior to the junior subordinated debentures.

We expect from time to time to incur additional senior indebtedness.

Limitation on Claims in the Event of Our Bankruptcy, Insolvency or Receivership

In certain events of our bankruptcy, insolvency or receivership prior to the maturity or redemption of any junior subordinated debentures, whether voluntary or not, a holder of junior subordinated debentures will have no claim for, and thus no right to receive, interest that is unpaid as a result of certain consequences of a trigger event (including compounded interest thereon) and has not been settled through the application of the alternative payment mechanism to the extent the amount of such interest exceeds 25% of the then outstanding principal amount of the junior subordinated debentures. For the avoidance of doubt, this limitation on claims for unpaid interest does not apply to amounts of interest deferred on an optional basis, and holders will have a full claim for, and right to receive, such amounts.

Events of Default

The subordinated indenture will provide the following events of default with respect to the junior subordinated debentures:

the failure to pay interest (including compounded interest) in full, whether due to an optional deferral, during a trigger period or otherwise, after the conclusion of a period of 10 consecutive years following the commencement of any deferral period or on the final maturity date;

default in the payment of the principal of, and premium, if any, on the junior subordinated debentures when due; or

certain events of bankruptcy, insolvency, or receivership, whether voluntary or not.

The subordinated indenture does not include as an event of default failure to comply with covenants, including the alternative payment mechanism.

Material United States Federal Income Tax Considerations	There is no statutory, judicial or administrative authority that directly addresses the U.S. Federal income tax treatment of securities similar to the junior subordinated debentures. Based on, among other things,

	certain assumptions and certain representations made by us, Debevoise & Plimpton LLP, our special tax counsel, will render its opinion generally to the effect that, although the matter is not free from doubt, the junior subordinated debentures will be treated as indebtedness for U.S. Federal income tax purposes. Such opinion is not binding on the Internal Revenue Service (IRS) or any court and there can be no assurance that the IRS or a court will agree with such opinion. By acquiring an interest in a junior subordinated debenture, each beneficial owner of a junior subordinated debenture agrees to treat the junior subordinated debentures as indebtedness for U.S. Federal income tax purposes. See Material United States Federal Income Tax Considerations.
Form	The junior subordinated debentures will be represented by one or more global securities registered in the name of Cede & Co., as nominee for The Depository Trust Company (DTC). Beneficial interests in the junior subordinated debentures will be represented through book-entry accounts of financial institutions acting on behalf of beneficial owners as direct and indirect participants in DTC. Investors may elect to hold interests in the global securities through either the DTC (in the United States), or Clearstream Luxembourg or Euroclear if they are participants in those systems.
Trustee and Principal Paying Agent	The Bank of New York Trust Company, N.A. (as successor to J.P. Morgan Trust Company, National Association)
Governing Law	New York
Risk Factors	Before investing in the junior subordinated debentures you should consider the risk factors included in or incorporated by reference into this prospectus supplement and the accompanying prospectus.

RISK FACTORS

Your investment in the junior subordinated debentures will involve certain risks described below. However, this prospectus supplement and the accompanying prospectus do not describe all of the risks involving an investment in our securities. You should also read the Risk Factors set forth in our Annual Report on Form 10-K for the year ended December 31, 2005 (the 2005 Form 10-K). You should note, however, that our business, financial condition, results of operations and prospectus may have changed since the date of the 2005 Form 10-K. Therefore, you should review the information included in the Risk Factors set forth in the 2005 Form 10-K as such information has been modified and supplemented in documents subsequently filed by us with the SEC and incorporated by reference in the accompanying prospectus, as well as the information provided in this prospectus supplement.

In consultation with your own financial and legal advisors, you should carefully consider the information included in or incorporated by reference in this prospectus supplement and the accompanying prospectus, and pay special attention to the following discussion of risks relating to the junior subordinated debentures before deciding whether an investment in the securities offered hereby is suitable for you. The junior subordinated debentures will not be an appropriate investment for you if you are not knowledgeable about significant features of the securities offered hereby or financial matters in general. You should not purchase the junior subordinated debentures unless you understand, and know that you can bear, these investment risks.

Risks Relating to the Junior Subordinated Debentures

We May Elect to Defer Interest Payments on the Junior Subordinated Debentures for up to Ten Years.

So long as (i) no event of default with respect to the junior subordinated debentures has occurred and is continuing and (ii) no trigger event has occurred and the related trigger period is continuing, we may elect to defer one or more interest payments on the junior subordinated debentures at any time and from time to time for up to ten years. During the first five years of an optional deferral period (as defined herein), we may pay deferred interest out of any source of funds. If interest remains unpaid after five years of optional deferral, the alternative payment mechanism described below under Description of the Junior Subordinated Debentures Alternative Payment Mechanism will apply, with the consequence, among others, that we must (except on the final maturity date or upon the acceleration of the junior subordinated debentures following an event of default) make commercially reasonable efforts to sell our common stock (unless such deferred interest has been paid (or is being paid) from the sale of qualifying warrants) as described under Description of the Junior Subordinated Debentures Alternative Payment Mechanism and may pay such optionally deferred interest only out of the net proceeds from the issuance of common stock or qualifying warrants. An event of default will occur if non-payment of interest, due to an optional deferral, during a trigger period or otherwise, continues for 10 consecutive years or extends beyond the maturity date of the junior subordinated debentures, without all accrued and unpaid interest (including compounded interest) having been paid in full. Upon termination of any optional deferral period and the payment of all amounts then due, we may commence a new optional deferral period, subject to certain requirements. There is no limit to the number of such new optional deferral periods that we may begin. See Description of the Junior Subordinated Debentures Optional Deferral. Holders of the junior subordinated debentures are subject to the risk that we will not be able to pay the junior subordinated debentures following an optional deferral, or that such payments, if made, will not adequately compensate them for not having been paid on the scheduled interest payment dates.

We Will Be Permitted to Pay Interest on the Junior Subordinated Debentures Only with Proceeds from the Issuance of Qualifying APM Securities if We Fail to Achieve Specified Capital Adequacy or Net Income and Stockholders Equity Levels.

If we fail to achieve specified capital adequacy or net income and stockholders equity levels, a trigger event will occur, in which case we will only be able to make interest payments in accordance with the alternative payment mechanism, as described under Description of the Junior Subordinated Debentures Alternative Payment Mechanism.

We May Not Be Able to Sell Our Common Stock or Qualifying Warrants When and in the Amount Necessary to Pay Interest on the Junior Subordinated Debentures.

Our ability to raise proceeds by issuing our common stock or qualifying warrants after five years of optional deferral or following the occurrence of a trigger event will depend on, among other things, market conditions at the time, the acceptability to prospective investors of the terms of the securities issued, our financial performance and a variety of other factors beyond our control, including our ability to obtain any required consents or approvals, such as any corporate, stockholder, governmental or regulatory authorization that may be required. Accordingly, there could be circumstances in which we would wish to or be required to pay interest on the junior subordinated debentures and sufficient cash is available for that purpose, but we cannot do so because we have not been able to obtain proceeds from sales of our common stock or qualifying warrants sufficient for that purpose. We will not be obligated to make commercially reasonable efforts to satisfy our obligation to pay all unpaid interest on the junior subordinated debentures by selling common stock up to our shares available for issuance when the alternative payment mechanism applies if a market disruption event has occurred and for so long as it continues, as described under Description of the Junior Subordinated Debentures Alternative Payment Mechanism. Additionally, if the number of shares of our common stock necessary to raise sufficient proceeds to pay all unpaid interest would exceed our shares available for issuance (as defined under that caption) and consent of our shareholders to increase the amount of our authorized shares has not been obtained (our having used commercially reasonable efforts to obtain such consent) then no breach of our obligations under the alternative payment mechanism will occur by reason of our failure to sell our common stock or to raise sufficient proceeds to satisfy our obligation to pay unpaid interest.

Holders of the Junior Subordinated Debentures Have Limited Rights to Accelerate Payments of the Amounts Due on the Junior Subordinated Debentures.

Holders of the junior subordinated debentures may accelerate payment of the junior subordinated debentures only upon the occurrence and continuation of the following events:

- the failure to pay interest (including compounded interest) in full, whether due to an optional deferral, during a trigger period or otherwise, after the conclusion of a period of 10 consecutive years following the commencement of any deferral period or on the maturity date;
- default in the payment of the principal of, or premium, if any, on the junior subordinated debentures when due; or
- certain events of bankruptcy, insolvency or receivership, whether voluntary or not.

A failure to comply with, or breach of, our other covenants in the subordinated indenture with respect to the junior subordinated debentures (an other covenant default), including the covenants to sell common stock through the alternative payment mechanism to meet certain interest payment obligations, and to use our commercially reasonable efforts to seek consent of our shareholders to increase the number of authorized shares of our common stock if, at any date, our shares available for issuance falls below the amount specified under Description of the Junior Subordinated Debentures Alternative Payment Mechanism, will not result in the acceleration of payment of the junior subordinated debentures.

The Aftermarket Price of the Junior Subordinated Debentures May Be Discounted Significantly if We Defer Interest Payments or We Are Unable to Pay Interest.

If we defer interest payments on the junior subordinated debentures due to an optional deferral or a trigger event, you may be unable to sell your junior subordinated debentures at a price that reflects the value of deferred amounts. To the extent a trading market develops for the junior subordinated debentures, that market may not continue during such a deferral period or following a trigger event, or during periods in which investors perceive that there is a likelihood of a deferral or a trigger event, and you may be unable to sell junior subordinated debentures at those times, either at a price that reflects the value of required payments under the junior subordinated debentures or at all.

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An Active After-Market for the Junior Subordinated Debentures May Not Develop.

The junior subordinated debentures constitute a new issue of securities with no established trading market. We cannot assure you that an active after-market for the junior subordinated debentures will develop or be sustained or that holders of the junior subordinated debentures will be able to sell their junior subordinated debentures at favorable prices or at all. Although the underwriters have indicated to us that they intend to make a market in the junior subordinated debentures, as permitted by applicable laws and regulations, they are not obligated to do so and may discontinue any such market-making at any time without notice. Accordingly, no assurance can be given as to the liquidity of, or trading markets for, the junior subordinated debentures. The junior subordinated debentures are not listed and we do not plan to apply to list the junior subordinated debentures on any securities exchange or to include them in any automated quotation system.

As a Holding Company, MetLife, Inc. Depends on the Ability of Its Subsidiaries to Transfer Funds to It to Pay Dividends and Meet its Obligations.

MetLife, Inc. is a holding company for its insurance and financial subsidiaries and does not have any significant operations of its own. Dividends from its subsidiaries and permitted payments to it under its tax sharing arrangements with its subsidiaries are its principal sources of cash to meet its obligations and to pay preferred and common dividends. In the event that the Holding Company is not able to receive sufficient dividends from its subsidiaries, it would make it more likely that the option to defer interest payments on the junior subordinated debentures would be exercised and/or that a trigger event would occur.

The payment of dividends and other distributions to the Holding Company by its insurance subsidiaries is regulated by insurance laws and regulations. In general, dividends in excess of prescribed limits are deemed special and require insurance regulatory approval. In addition, insurance regulators may prohibit the payment of ordinary dividends or other payments by its insurance subsidiaries to the Holding Company if they determine that the payment could be adverse to our policyholders or contractholders.

The maximum amount of dividends which can be paid to the Holding Company by its subsidiaries Metropolitan Life Insurance Company (Metropolitan Life), MetLife Insurance Company of Connecticut (formerly The Travelers Insurance Company) (MICC), Metropolitan Property and Casualty Insurance Company and Metropolitan Tower Life Insurance Company (MTL), in 2006, without prior regulatory approval, is $863 million, $0 million, $178 million and $85 million, respectively. In the third quarter of 2006, after receiving regulatory approval from the Connecticut Commissioner of Insurance, MICC paid a $917 million dividend to the Holding Company. MetLife Mexico S.A. also paid $116 million in dividends to the Holding Company. During the nine months ended September 30, 2006, no other subsidiaries paid dividends to the Holding Company. During the fourth quarter of 2006, the Holding Company s subsidiary, MTL, closed on the sale of its Peter Cooper Village and Stuyvesant Town properties located in Manhattan, New York. Subsequent to this sale, MTL received regulatory approval to dividend $2.3 billion of these proceeds to the Holding Company. See Capitalization.

Any payment of interest, dividends, distributions, loans or advances by our foreign subsidiaries to the Holding Company could be subject to taxation or other restrictions on dividends or repatriation of earnings under applicable law, monetary transfer restrictions and foreign currency exchange regulations in the jurisdiction in which such foreign subsidiaries operate.

If Interest Payments on the Junior Subordinated Debentures Are Deferred, Holders of the Junior Subordinated Debentures Will Be Required to Recognize Income for U.S. Federal Income Tax Purposes in Advance of the Receipt of Cash Attributable to Such Income.

If interest payments on the junior subordinated debentures are deferred, the junior subordinated debentures would be treated as issued with original issue discount (OID) at the time of such deferral, and all stated interest due after such deferral would be treated as OID. In such case, a United States holder would be required to include such stated interest in income as it accrues, regardless of its regular method of accounting, using a constant yield method, before such United States holder receives any payment attributable to such income, and would not separately report the actual cash payments of interest on the junior subordinated debentures as taxable income. See

Material United States Federal Income Tax Considerations United States Holders Interest Income and Original Issue Discount.

We May Redeem the Junior Subordinated Debentures Prior to the Maturity Date and You May Not Be Able to Reinvest in a Comparable Security.

We have the option to redeem the junior subordinated debentures for cash, in whole or in part, at any time on or after December 15, 2031. The redemption price will equal 100% of the principal amount of the junior subordinated debentures to be redeemed, plus accrued and unpaid interest, together with any compounded interest, to the extent permitted by law, on the junior subordinated debentures to the redemption date (the par redemption amount); provided that if the junior subordinated debentures are not redeemed in whole, at least $50 million aggregate principal amount of the junior subordinated debentures (excluding any junior subordinated debentures held by us or our affiliates) must remain outstanding after giving effect to such redemption. See Description of the Junior Subordinated Debentures Optional Redemption.

Additionally, in cases not involving a tax event (as defined herein) or rating agency event, (as defined herein) we have the option to redeem the junior subordinated debentures for cash, in whole or in part, at any time prior to December 15, 2031 at a redemption price equal to the greater of (i) the par redemption amount and (ii) a treasury-based make-whole redemption amount as defined herein; provided that if the junior subordinated debentures are not redeemed in whole, at least $50 million aggregate principal amount of the junior subordinated debentures (excluding any junior subordinated debentures held by us or any of our affiliates) must remain outstanding after giving effect to such redemption. See Description of the Junior Subordinated Debentures Optional Redemption.

Finally, if a tax event or rating agency event has occurred, we have the option to redeem the junior subordinated debentures for cash, in whole, but not in part, at any time prior to December 15, 2031 at a redemption price equal to the greater of (i) the par redemption amount of the junior subordinated debentures to be redeemed and (ii) a treasury-based special event make-whole redemption amount as defined herein. See Description of the Junior Subordinated Debentures Optional Redemption.

In the event we choose to redeem your junior subordinated debentures, you may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as the interest rate on the junior subordinated debentures.

The Junior Subordinated Debentures Are Effectively Subordinated to Almost All of Our Other Indebtedness.

Our obligations under the junior subordinated debentures are subordinate and junior in right of payment to all of our senior indebtedness (including trust preferred securities of statutory trusts and our related subordinated debentures and guarantees issued under the subordinated indenture), except any indebtedness that by its terms is subordinated to, or ranks on an equal basis with, the junior subordinated debentures and certain other indebtedness, including indebtedness incurred in the ordinary course of business. This means that we cannot make any payments on the junior subordinated debentures if we default on a payment of senior indebtedness and do not cure the default within the applicable grace period, if the holders of the senior indebtedness have the right to accelerate the maturity of the senior indebtedness and request that we cease payments on the junior subordinated debentures or if the terms of our senior indebtedness otherwise restrict us from making payments to junior creditors.

As of September 30, 2006, we had approximately $10.4 billion of debt outstanding at the parent company level and our subsidiaries had outstanding $473.0 billion of total liabilities (including liabilities to policyholders and contractholders, including $4.2 billion of debt (excluding in each case, intercompany liabilities)), $483.4 billion of which will be senior in priority to the junior subordinated debentures. This senior indebtedness includes approximately $2.1 billion of junior subordinated indebtedness that we issued to statutory trusts, which will rank senior to the junior subordinated debentures and at least equally with any other junior subordinated debt that we might issue in the future, but which is subordinated and junior in right of payment to our current and future senior debt securities.

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Due to the subordination provisions described in Description of the Junior Subordinated Debentures Subordination, in the event of our insolvency, funds which we would otherwise use to pay the holders of the junior subordinated debentures will be used to pay the holders of senior indebtedness to the extent necessary to pay the senior indebtedness in full. As a result of those payments, our general creditors may recover less, ratably, than the holders of our senior indebtedness and these general creditors may recover more, ratably, than the holders of the junior subordinated debentures. In addition, the holders of our senior indebtedness may, under certain circumstances, restrict or prohibit us from making payments on the junior subordinated debentures.

There are no terms in the subordinated indentures or the junior subordinated debentures that limit our ability to incur additional indebtedness, and we expect from time to time to incur additional indebtedness constituting senior indebtedness.

Upon the Occurrence of a Bankruptcy, Insolvency or Receivership with Respect to Us, Claims for Payment May Be Limited.

In certain events of our bankruptcy, insolvency or receivership prior to the maturity or redemption of the junior subordinated debentures, whether voluntary or not, a holder of junior subordinated debentures will have no claim for interest that is unpaid as a result of certain consequences of a trigger event (including compounded interest thereon, to the extent permitted by law) and has not been settled through the application of the alternative payment mechanism to the extent the amount of such interest exceeds 25% of the then outstanding principal amount of such holder s junior subordinated debentures. See Description of the Junior Subordinated Debentures Limitation on Claims in the Event of Our Bankruptcy, Insolvency or Receivership. For the avoidance of doubt, this limitation on claims for unpaid interest does not apply to amounts of interest deferred on an optional basis, and holders will have a full claim for, and right to receive, such amounts.

In the Event that the Junior Subordinated Debentures Are Not Repaid or Otherwise Redeemed on the Scheduled Redemption Date, the Junior Subordinated Debentures Will Accrue Interest at a Floating Rate, which May Decline Below the Fixed Rate Specified herein from Time to Time.

At the conclusion of the fixed rate period for the junior subordinated debentures on December 15, 2036, in the event that the junior subordinated debentures are not repaid or otherwise redeemed on the scheduled redemption date, the junior subordinated debentures will begin to accrue interest at a floating rate. The floating rate may be volatile over time and could be substantially less than the fixed rate, which could reduce the value of the junior subordinated debentures in any available after-market, apart from the reduction in current interest income.

Our Replacement Capital Obligation Is Subject to Issuance of Qualifying Capital Securities.

Our obligation to repay the junior subordinated debentures on the scheduled redemption date of December 15, 2036 (which we refer herein as the scheduled redemption date) is limited. We are required to repay the junior subordinated debentures on the scheduled redemption date only to the extent that we have raised sufficient net proceeds during the QCS proceeds collection period from the issuance of qualifying capital securities permitted to be issued pursuant to the replacement capital covenant as described under Description of the Junior Subordinated Debentures Repayment of Principal; Replacement Capital Obligation and Description of the Junior Subordinated Debentures Description of the Replacement Capital Covenant (the replacement capital obligation). If we have not raised sufficient proceeds from the issuance of qualifying capital securities to permit repayment of the junior subordinated debentures on the scheduled redemption date, the unpaid amount will remain outstanding until (i) we have redeemed the junior subordinated debentures in full in accordance with this requirement, (ii) the junior subordinated debentures are otherwise paid in full on December 15, 2066, the final maturity date, or (iii) upon the occurrence of an event of default resulting in the acceleration of the junior subordinated debentures. Our ability to raise proceeds in connection with the replacement capital obligation to repay the junior subordinated debentures will depend on, among other things, market conditions at the time the obligation arises, as well as the acceptability to prospective investors of the terms of the qualifying capital securities. Although we have agreed to use our commercially reasonable efforts to raise sufficient net proceeds during the QCS proceeds collection period from the issuance of qualifying capital securities to repay the junior subordinated debentures on the scheduled redemption date (or, if we have not raised sufficient net proceeds during the QCS proceeds collection period, on the next interest payment date (as defined herein), and on each interest payment date thereafter, until the junior subordinated debentures are paid in full) our failure to do so would not be an event of default giving rise to a right of acceleration or similar remedy until December 15, 2066, and we will be excused from using our commercially reasonable efforts to raise such proceeds if certain market disruption events occur.

Moreover, we are entering into a replacement capital covenant for the benefit of holders of a designated series of our indebtedness that ranks senior to the junior subordinated debentures (which will initially be our 5.70% Senior Notes due 2035), pursuant to which we will covenant that neither we nor any of our subsidiaries will repay, redeem or repurchase junior subordinated debentures on or before December 15, 2056, unless during the applicable measurement period we or our subsidiaries have received sufficient proceeds from the sale of qualifying capital securities, mandatorily convertible preferred stock, debt exchangeable for equity, common stock or rights to acquire common stock. Although under the replacement capital covenant, the principal amount of junior subordinated debentures that we may repay may be based on the net proceeds from certain issuances of common stock, rights to acquire common stock, mandatorily convertible preferred stock and debt exchangeable for equity in addition to qualifying capital securities, under the subordinated indenture, we have no obligation to use commercially reasonable efforts to issue any securities that may satisfy our obligation under the replacement capital obligation other than qualifying capital securities, nor do we have any obligation to use the proceeds of the issuance of any securities other than qualifying capital securities, to repay the junior subordinated debentures on the scheduled redemption date or at any time thereafter pursuant to the replacement capital obligation.

The replacement capital covenant is not intended for the benefit of holders of the junior subordinated debentures and may not be enforced by them, except that we will agree in the subordinated indenture that we will not amend the replacement capital covenant to impose additional restrictions on the type or amount of qualifying capital securities that we may include for purposes of determining when repayment, redemption or purchase of the junior subordinated debentures is permitted, except with the consent of the holders of a majority in principal amount of the junior subordinated debentures.

General Market Conditions and Unpredictable Factors Could Adversely Affect Market Prices for the Junior Subordinated Debentures.

There can be no assurance about the market prices for the junior subordinated debentures. Several factors, many of which are beyond our control, will influence the market value of the junior subordinated debentures. Factors that might influence the market value of the junior subordinated debentures include, but are not limited to:

- whether interest payments have been made and are likely to be made on the junior subordinated debentures from time to time;
- our creditworthiness, financial condition, performance and prospects;
- regulatory investment classifications of the junior subordinated debentures for purposes of certain types of investors and whether those classifications have changed;
- the market for similar securities; and
- economic, financial, geopolitical, regulatory or judicial events that affect us or the financial markets generally.

If you purchase junior subordinated debentures, whether in this offering or in the secondary market, the junior subordinated debentures may subsequently trade at a discount to the price that you paid for them.

If the Holders of the Junior Subordinated Debentures Waive Our Covenants to Mandatorily Defer Interest under Certain Circumstances or to Pay Certain Deferred Interest Only with Proceeds from the Sale of Our Qualifying APM Securities, Our Credit Ratings May Be Negatively Affected.

The subordinated indenture contains covenants that require us to defer interest payments on the junior subordinated debentures if a trigger event has occurred. The subordinated indenture also contains covenants that require us to pay interest deferred as a result of a trigger event only through the alternative payment mechanism with proceeds from the sale of our qualifying APM securities.

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These covenants may be amended, and compliance with these covenants may be waived, with the consent of the holders of a majority of the aggregate principal amount of the junior subordinated debentures, and no holder of our senior indebtedness will have the right to enforce these covenants. Although, in the short term, holders of the junior subordinated debentures may have an economic incentive to waive these covenants in order to receive current or deferred interest, if such covenants are waived and we pay interest during a period where we would otherwise be required to defer interest following a trigger event or to pay any such deferred interest, with funds received from any other source, our credit ratings could be negatively affected, which in turn may harm the market price for the junior subordinated debentures and have an adverse effect on our business and financial condition.

The Ratings on the Junior Subordinated Debentures Could Be Lowered.

We expect that Moody s will assign a rating to the junior subordinated debentures of A3 (stable) and that Standard & Poor s will assign a rating to the junior subordinated debentures of BBB+ (stable). In addition, other rating agencies may assign credit ratings to the junior subordinated debentures with or without any solicitation from us and without any provision of information from us. Generally, rating agencies base their ratings on such material and information, and such of their own investigative studies and assumptions, as they deem appropriate. There is no assurance that any rating will apply for any given period of time or that a rating may not be adjusted or withdrawn. A downgrade or potential downgrade in these ratings, the assignment of a new rating that is lower than existing ratings, or a downgrade or potential downgrade in the ratings assigned to us, our subsidiaries or any of our securities could adversely affect the price and liquidity of the junior subordinated debentures.

Moreover, the rating methodologies for securities with features similar to the junior subordinated debentures are still developing and the rating agencies may change their methodologies in the future. This may include, for example, the relationship between ratings assigned to an issuer s senior securities and ratings assigned to securities with features similar to the junior subordinated debentures, sometimes called notching. If the rating agencies were to change their practices for rating such securities in the future and the ratings of the junior subordinated debentures were to be subsequently lowered, this may have a negative impact on the trading price of the junior subordinated debentures.

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SELECTED HISTORICAL CONSOLIDATED FINANCIAL INFORMATION FOR METLIFE

The following table sets forth selected historical consolidated financial information for MetLife. The selected historical consolidated financial information as of and for the years ended December 31, 2005 and 2004 has been derived from our audited consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2005; the selected historical consolidated financial information as of and for the year ended December 31, 2003 has been derived from our audited consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2003; the selected historical consolidated financial information as of and for the year ended December 31, 2002 has been derived from our audited consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2002; and the selected historical consolidated financial information as of and for the year ended December 31, 2001 has been derived from our audited consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2001. This selected consolidated financial information should be read in conjunction with and is qualified by reference to these financial statements and the related notes. The selected historical consolidated financial information as of and for the nine months ended September 30, 2006 and 2005 has been derived from the unaudited interim condensed consolidated financial statements included in our Quarterly Report on Form 10-Q for the nine months ended September 30, 2006. The following consolidated statements of income and consolidated balance sheet data have been prepared in conformity with GAAP. Some previously reported amounts have been reclassified to conform with the presentation for the nine months ended September 30, 2006. Each of our Annual Reports on Form 10-K for the years ended December 31, 2005, 2003, 2002 and 2001, and our Quarterly Report on Form 10-Q for the nine months ended September 30, 2006, are incorporated by reference in the accompanying prospectus.

	Nine Months Ended September 30,		Years Ended December 31,				
	2006	2005	2005	2004	2003	2002	2001
				(In millions)			
Statements of Income Data (1)							
Revenues:							
Premiums	$ 19,433	$ 18,514	$ 24,860	$ 22,200	$ 20,575	$ 19,020	$ 16,962
Universal life and investment-type product policy fees	3,548	2,716	3,828	2,867	2,495	2,145	1,888
Net investment income (2)	12,594	10,713	14,817	12,272	11,386	11,040	11,041
Other revenues	1,002	948	1,271	1,198	1,199	1,166	1,340
Net investment gains (losses) (2)(3)(4)	(1,074)	268	(93)	175	(551)	(895)	(713)
Total revenues (5)(6)(7)(8)	35,503	33,159	44,683	38,712	35,104	32,476	30,518
Expenses:							
Policyholder benefits and claims	19,448	19,018	25,506	22,662	20,811	19,455	18,329
Interest credited to policyholder account	3,839	2,764	3,925	2,997	3,035	2,950	3,084

balances							
Policyholder dividends	1,268	1,261	1,679	1,666	1,731	1,803	1,802
Other expenses	7,794	6,591	9,267	7,813	7,168	6,862	6,894
Total expenses (5)(6)(7)(8)	32,349	29,634	40,377	35,138	32,745	31,070	30,109
Income from continuing operations before provision for income tax	3,154	3,525	4,306	3,574	2,359	1,406	409
Provision for income tax (2)(5)(6)	855	1,025	1,228	996	585	418	146
Income from continuing operations	2,299	2,500	3,078	2,578	1,774	988	263
Income from discontinued operations, net of income tax (2)(5)(6)	131	1,505	1,636	266	469	617	210
Income before cumulative effect of a change in accounting	2,430	4,005	4,714	2,844	2,243	1,605	473
Cumulative effect of a change in accounting, net of income tax (9)				(86)	(26)		
Net income	2,430	4,005	4,714	2,758	2,217	1,605	473
Preferred stock dividends	100	31	63				
Charge for conversion of company-obligated mandatorily redeemable securities of subsidiary trusts					21		
Net income available to common shareholders	$ 2,330	$ 3,974	$ 4,651	$ 2,758	$ 2,196	$ 1,605	$ 473

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	At September 30,	At December 31,				
	2006	2005	2004	2003	2002	2001
	(In millions)					
Balance Sheet Data (1)						
Assets:						
General account assets	$ 378,912	$ 353,776	$ 270,039	$ 251,085	$ 217,733	$ 194,256
Separate account assets	137,274	127,869	86,769	75,756	59,693	62,714
Total assets (5)(6)	$ 516,186	$ 481,645	$ 356,808	$ 326,841	$ 277,426	$ 256,970
Liabilities:						&nbs