

AETNA INC /PA/  
Form 424B5  
August 25, 2010

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**Filed Pursuant to Rule 424(b)(5)**  
**Registration File No.: 333-155961**

**CALCULATION OF REGISTRATION FEE**

Title of Each Class of Securities to be Registered	Amount to be Registered	Aggregate Offering Price	Registration Fee(1)
3.95% Senior Notes due 2020	\$750,000,000	98.859%	\$53,475

(1) Calculated in accordance with Rule 457(r) under the Securities Act of 1933.

**PROSPECTUS SUPPLEMENT****August 24, 2010****(To Prospectus Dated December 5, 2008)****AETNA INC.****\$750,000,000 3.95% Senior Notes Due 2020**

We are offering \$750,000,000 of our 3.95% senior notes due 2020 (the Notes ).

The Notes will bear interest at a rate of 3.95% per year. Interest on the Notes is payable on March 1 and September 1 of each year, beginning March 1, 2011. The Notes will mature on September 1, 2020. We may redeem the Notes at any time, in whole or in part, at the redemption prices described in this prospectus supplement.

The Notes will be unsecured senior obligations of our company and will rank equally with all of our other existing and future unsecured senior indebtedness.

**Investing in the Notes involves risks. See Forward-Looking Information/Risk Factors in our 2009 Aetna Annual Report, Financial Report to Shareholders incorporated by reference into our Annual Report on Form 10-K for the year ended December 31, 2009, and Forward-Looking Information/Risk Factors in our Quarterly Reports on Form 10-Q for the quarters ending March 31, 2010 and June 30, 2010.**

**Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus supplement or the related prospectus is truthful or complete. Any representation to the contrary is a criminal offense.**

	Per Note	Total
Public Offering Price(1)	98.859%	\$ 741,442,500
Underwriting Discount	0.650%	\$ 4,875,000
Proceeds to Aetna Inc. (before expenses)	98.209%	\$ 736,567,500

(1) Plus accrued interest, if any, from August 27, 2010, if settlement occurs after that date.

The underwriters expect to deliver the Notes in registered book-entry form only through the facilities of The Depository Trust Company and its direct and indirect participants, including Euroclear and Clearstream, Luxembourg to purchasers on or about August 27, 2010.

*Joint Book-Running Managers*

**Barclays Capital**

**RBS**

**UBS Investment Bank**

*Senior Co-Managers*

**BofA Merrill Lynch  
Goldman, Sachs & Co.  
US Bancorp**

**Citi  
J.P. Morgan**

**Credit Suisse  
Morgan Stanley  
Wells Fargo Securities**

*Co-Managers*

**BNY Mellon Capital Markets, LLC  
Mitsubishi UFJ Securities**

**PNC Capital Markets LLC**

**Fifth Third Securities, Inc.  
SunTrust Robinson Humphrey**

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You should rely only on the information contained in or incorporated by reference in this prospectus supplement and the accompanying prospectus and in any free writing prospectus filed by the Company with the Securities and Exchange Commission. If information in this prospectus supplement is inconsistent with the accompanying prospectus, you should rely on the prospectus supplement. We and the underwriters have not authorized anyone to provide you with information that is different. This prospectus supplement and the accompanying prospectus may only be used where it is legal to sell these securities. The information in this prospectus supplement and the accompanying prospectus may only be accurate as of the date of this prospectus supplement, the accompanying prospectus or the information incorporated by reference herein or therein, and the information in any free writing prospectus may only be accurate as of the date of such free writing prospectus. Our business, financial condition, results of operations and/or prospects may have changed since those dates.

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In this prospectus supplement and the accompanying prospectus, all references to Aetna, the Company, we, us and refer to Aetna Inc. and its consolidated subsidiaries, unless the context otherwise requires. The underwriters refers to the financial institutions named on the front cover of this prospectus supplement.

We are offering the Notes globally for sale in those jurisdictions in the United States, Europe, Asia and elsewhere where it is lawful to make such offers. The distribution of this prospectus supplement and the accompanying prospectus and the offering of the Notes in certain jurisdictions may be restricted by law. Persons who receive this prospectus supplement and the accompanying prospectus should inform themselves about and observe any such

restrictions. This prospectus supplement and the accompanying prospectus do not constitute, and may not be used in connection with, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation. See Underwriting.

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**THE OFFERING**

The offering terms of the Notes are summarized below solely for your convenience. This summary is not a complete description of the Notes. You should read the full text and more specific details contained elsewhere in this prospectus supplement and the accompanying prospectus. For a more detailed description of the Notes, see the discussion under the caption "Description of the Notes" beginning on page S-8 of this prospectus supplement.

Issuer	Aetna Inc.
Notes Offered	\$750,000,000 aggregate principal amount of 3.95% senior notes due 2020 (the "Notes").
Maturity	The Notes will mature on September 1, 2020.
Interest Payment Dates	March 1 and September 1, beginning March 1, 2011.
Optional Redemption	We may redeem the Notes at any time, in whole or in part, at the redemption prices described in this prospectus supplement. We are not required to establish a sinking fund to retire or repay the Notes.
Repurchase upon Change of Control	Upon the occurrence of both (1) a Change of Control (as defined in "Description of the Notes") and (2) a downgrade of the Notes below an investment grade rating by each of the Rating Agencies (as defined in "Description of the Notes") within a specified period, we will be required to make an offer to purchase all of the Notes at a price equal to 101% of the principal amount of the Notes, plus any accrued and unpaid interest to the date of repurchase. See "Description of the Notes" Repurchase Upon a Change of Control.
Ranking	The Notes will be our senior unsecured and unsubordinated obligations and will rank equally with all of our existing and future senior unsecured indebtedness and senior to all of our subordinated indebtedness. See "Description of the Notes."
Additional Issuances	In the future we may, without the consent of the holders of the Notes, increase the aggregate principal amount of Notes offered on the same terms and conditions (except that the issue price and issue date may vary).
Use of Proceeds	We will use the estimated \$735,767,500 in net proceeds after deducting underwriting discounts and estimated offering expenses from this offering for general corporate purposes, including the repayment of our short-term or long-term debt. See "Use of Proceeds."
Covenants	The indenture for the Notes contains limitations on liens on common stock of our Principal Subsidiaries (as defined in "Description of Debt Securities" in the accompanying prospectus) and limits our ability to consolidate with or merge with or into any other person (other than in a merger or

consolidation in which we are the surviving person) or sell our property or assets as, or substantially as, an entirety to any person. These covenants are subject to important qualifications and limitations. See Description of Debt Securities Limitations on Liens on Common Stock of Principal Subsidiaries and Consolidation, Merger and Sale of Assets in the accompanying prospectus.

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Except for the limitation on liens, the indenture for the Notes does not restrict our ability to incur additional indebtedness.

Minimum Denominations

The Notes will be issued and may be transferred only in minimum denominations of \$2,000 and multiples of \$1,000 in excess thereof.

Risk Factors

For a discussion of factors you should carefully consider before deciding to purchase the Notes, see *Forward-Looking Information/ Risk Factors* in our 2009 Aetna Annual Report, Financial Report to Shareholders (the *2009 Annual Report* ), incorporated by reference in, and filed with the Securities and Exchange Commission (the *SEC* ) as an exhibit to, our Annual Report on Form 10-K for the fiscal year ended December 31, 2009, and *Forward-Looking Information/Risk Factors* in our Quarterly Reports on Form 10-Q for the quarters ending March 31, 2010 and June 30, 2010, each as updated in any subsequent filings with the SEC that are incorporated by reference herein.

Address and Phone Number

Our principal executive offices are located at 151 Farmington Avenue, Hartford, Connecticut 06156, and our telephone number is (860) 273-0123.



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**THE COMPANY**

We are one of the nation's leading diversified health care benefits companies, serving approximately 35.8 million people at June 30, 2010, with information and resources to help them make better informed decisions about their health care. At June 30, 2010, we served approximately 18.6 million medical members, 13.9 million dental members and 9.7 million pharmacy benefit management services members. We offer a broad range of traditional and consumer-directed health insurance products and related services, including medical, pharmacy, dental, behavioral health, group life and disability plans, medical management capabilities and health care management services for Medicaid plans. We offer these products on both an insured and employer-funded basis. Our customers include employer groups, individuals, college students, part-time and hourly workers, health plans, governmental units, government-sponsored plans, labor groups and expatriates. We also have a large case pensions business that manages a variety of discontinued and other retirement products (including pension and annuity products) primarily for tax qualified pension plans of large customers.

Our principal executive offices are located at 151 Farmington Avenue, Hartford, Connecticut 06156, and our telephone number is (860) 273-0123. Internet users can obtain information about Aetna and its services at <http://www.aetna.com>. This text is not an active link, and our website and the information contained on that site, or connected to that site, are not incorporated into this prospectus supplement.

**WHERE YOU CAN FIND MORE INFORMATION**

We file annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy any document that we file at the Public Reference Room of the SEC at 100 F Street, N.E., Washington, D.C. 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. In addition, the SEC maintains an Internet site at <http://www.sec.gov>, from which interested persons can electronically access our filings with the SEC, including the registration statement containing this prospectus supplement (including the exhibits and schedules thereto).

The SEC allows us to incorporate by reference the information we file with them, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is an important part of this prospectus supplement, and information that we file later with the SEC prior to the termination of the offering under this prospectus supplement will automatically update and supersede this information. We incorporate by reference the documents listed below and all documents we file with the SEC pursuant to Section 13(a), 13(c), 14, or 15(d) of the Securities Exchange Act of 1934, as amended (the Exchange Act), prior to the termination of the offering under this prospectus supplement:

- (a) Our Current Reports on Form 8-K filed on April 9, 2010 and May 24, 2010;
- (b) Our Quarterly Reports on Form 10-Q for the quarters ended March 31, 2010 and June 30, 2010; and
- (c) Our 2009 Annual Report on Form 10-K for the year ended December 31, 2009, including our 2009 Annual Report.

You may request a free copy of these filings by writing or telephoning the office of the Corporate Secretary, Aetna Inc., 151 Farmington Avenue, RW61, Hartford, Connecticut 06156, Telephone: (860) 273-4970.

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The following table shows our capitalization on a consolidated basis as of June 30, 2010 (unaudited) and as adjusted for the sale of \$750,000,000 aggregate principal amount of Notes offered by this prospectus supplement.

	<b>Actual</b>	<b>As Adjusted</b>
	<b>(Millions)</b>	
<b>Short-term debt:</b>		
Commercial paper program(1)	\$ 450.0	\$ 450.0
<b>Total short-term debt</b>	<b>\$ 450.0</b>	<b>\$ 450.0</b>
<b>Long term debt:</b>		
Senior notes, 5.75% due 2011	\$ 449.9	\$ 449.9
Senior notes, 7.875% due 2011	449.8	449.8
Senior notes, 6.0% due 2016	747.4	747.4
Senior notes, 6.5% due 2018	498.8	498.8
Senior notes, 6.625% due 2036	798.6	798.6
Senior notes, 6.75% due 2037	695.7	695.7
Senior notes, 3.95% due 2020		741.4
<b>Total long term debt</b>	<b>\$ 3,640.2</b>	<b>\$ 4,381.6</b>
<b>Shareholders' Equity:</b>		
Common stock and additional paid-in capital (\$.01 par value; 2.7 billion shares authorized, 417.4 million shares issued and outstanding)	\$ 542.4	\$ 542.4
Retained earnings	10,829.5	10,829.5
Accumulated other comprehensive loss	(1,025.6)	(1,025.6)
<b>Total shareholders' equity</b>	<b>10,346.3</b>	<b>10,346.3</b>
<b>Total Capitalization</b>	<b>\$ 14,436.5</b>	<b>\$ 15,177.9</b>

(1) At August 23, 2010, we had approximately \$697 million of commercial paper outstanding.

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**USE OF PROCEEDS**

Our net proceeds from this offering are estimated to be approximately \$735,767,500 after deducting underwriting discounts and estimated offering expenses. We will use these net proceeds for general corporate purposes, including the repayment of our short-term or long-term debt. Certain of the underwriters participating in this offering are dealers in our commercial paper program. To the extent that we use the proceeds of this offering to repay our short-term debt or long-term debt, including outstanding commercial paper borrowings, certain of those underwriters or their affiliates may receive proceeds from this offering as a result of their ownership of such debt. See Underwriting .

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The following table sets forth our selected consolidated financial data for the five years ended December 31, 2009 and the six-month periods ended June 30, 2010 and June 30, 2009. The financial data for the six-month periods ended June 30, 2010 and June 30, 2009 is derived from our unaudited financial statements. The unaudited financial statements reflect all adjustments, consisting only of normal recurring adjustments, necessary for a fair presentation of our financial position and results of operations during that period and as of that date. Operating results for the six months ended June 30, 2010 are not necessarily indicative of those to be expected for the full fiscal year.

The following information should be read in conjunction with Management's Discussion and Analysis of Financial Condition and Results of Operations and our consolidated financial statements and related notes included in our Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2010 and our 2009 Annual Report, each filed with the SEC and incorporated by reference in this prospectus supplement. See Where You Can Find More Information in this prospectus supplement.

	<b>Six Months Ended</b>			<b>Years Ended December 31,</b>			
	<b>2010</b>	<b>2009</b>	<b>2009</b>	<b>2008</b>	<b>2007</b>	<b>2006</b>	<b>2005<sup>(1)</sup></b>
	<b>June 30,</b>			<b>(Millions)</b>			
<b>INCOME STATEMENT DATA:</b>							
Total revenue	\$ 17,167.3	\$ 17,285.5	\$ 34,764.1	\$ 30,950.7	\$ 27,599.6	\$ 25,145.7	\$ 22,491.9
Health care costs	11,349.6	11,906.6	24,061.2	20,785.5	17,294.8	15,301.0	13,107.9
Current and future benefits	1,007.7	1,007.1	2,078.1	1,938.7	2,248.1	2,319.0	2,364.5
Operating expenses	3,075.3	3,016.3	6,383.0	5,751.5	5,046.4	4,820.6	4,452.7
Interest expense	121.6	122.2	243.4	236.4	180.6	148.3	122.8
Amortization of other acquired intangible assets	48.6	49.0	97.2	108.2	97.6	85.6	57.4
Reduction of reserve for anticipated future losses on discontinued products				(43.8)	(64.3)	(115.4)	(66.7)
Total benefits and expenses	15,602.8	16,101.2	32,862.9	28,776.5	24,803.2	22,559.1	20,038.6
Income from continuing operations before income taxes	1,564.5	1,184.3	1,901.2	2,174.2	2,796.4	2,586.6	2,453.3

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Income taxes	510.9	399.9	624.7	790.1	965.4	901.0	880.0
Income from continuing operations	\$ 1,053.6	\$ 784.4	\$ 1,276.5	\$ 1,384.1	\$ 1,831.0	\$ 1,685.6	\$ 1,573.3
<b>BALANCE SHEET DATA (AT PERIOD END):</b>							
Total assets	\$ 38,347.8	\$ 36,762.6	\$ 38,550.4	\$ 35,852.5	\$ 50,724.7	\$ 47,626.4	\$ 44,433.3
Debt:							
Short-term	\$ 450.0	\$ 194.7	\$ 480.8	\$ 215.7	\$ 130.7	\$ 45.0	\$
Long-term	3,640.2	3,638.9	3,639.5	3,638.3	3,138.5	2,442.3	1,605.7
Total debt	\$ 4,090.2	\$ 3,833.6	\$ 4,120.3	\$ 3,854.0	\$ 3,269.2	\$ 2,487.3	\$ 1,605.7
Shareholders equity	\$ 10,346.3	\$ 8,877.2	\$ 9,503.8	\$ 8,186.4	\$ 10,038.4	\$ 9,145.1	\$ 10,188.7

(1) Effective January 1, 2006, we adopted new accounting guidance issued by the Financial Accounting Standards Board for stock based compensation applying the modified-retrospective approach. Accordingly, all prior period financial information was adjusted to reflect our stock-based compensation activity since 1995.

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**DESCRIPTION OF THE NOTES**

The Notes offered by this prospectus supplement are a series of senior debt securities as described in the accompanying prospectus. This description supplements the description of the general terms and provisions of the debt securities found in the accompanying prospectus.

Capitalized terms used and not otherwise defined below or elsewhere in this prospectus supplement or the accompanying prospectus are used with the respective meanings given thereto in the Senior Indenture dated as of March 2, 2001 between Aetna Inc. and U.S. Bank National Association, successor in interest to State Street Bank and Trust Company (the Senior Indenture). Any reference to the Notes contained in this prospectus supplement refers to the 3.95% Senior Notes due 2020 (the Notes) unless the context indicates otherwise.

The Senior Indenture does not restrict our ability to incur additional indebtedness, other than certain indebtedness secured by liens on common stock of our Principal Subsidiaries (as defined in the Senior Indenture). In addition to the limitation on liens, the Senior Indenture also contains a limitation on our ability to consolidate or merge with another person or sell our assets; however, these negative covenants contain important exceptions. See Description of Debt Securities Limitations on Liens on Common Stock of Principal Subsidiaries and Consolidation, Merger and Sale of Assets in the accompanying prospectus.

**General**

The Notes initially will be limited to \$750,000,000 aggregate principal amount. We may, without the consent of the holders of the Notes, increase such principal amounts in the future, on the same terms and conditions (except that the issue price and the issue date may vary) and with the same CUSIP number as the Notes being offered by this prospectus supplement. The Notes will be our senior unsecured general obligations and rank on a parity with all of our existing and future unsecured and unsubordinated indebtedness.

Principal of, and premium, if any, and interest on the Notes will be payable, and transfers of the Notes will be registrable, at our office or agency in the Borough of Manhattan, The City of New York. Transfers of the Notes will also be registrable at any of the other offices or agencies that we may maintain for that purpose. In addition, payment of interest may be made, at our option, by check mailed to the address of the person entitled thereto as shown on the security register. The Notes are to be in denominations of \$2,000 or any multiple of \$1,000 in excess thereof. No service charge will be made for any registration of transfer or exchange of Notes, except for any tax or other governmental charge that may be imposed in connection therewith.

**Interest; Maturity; No Sinking Fund**

Each Note will bear interest from August 27, 2010, payable semi-annually on March 1 and September 1 of each year, commencing March 1, 2011, to the person in whose name the Note is registered, subject to certain exceptions as provided in the Senior Indenture, at the close of business on February 15 or August 15, as the case may be, immediately preceding such March 1 or September 1. The Notes will bear interest at a rate of 3.95% per year. The Notes will mature on September 1, 2020. The Notes are not subject to any sinking fund provision. Interest on the Notes will be computed on the basis of a 360-day year comprised of twelve 30-day months. In any case where any interest payment date is not a Business Day (as defined in the Senior Indenture), then payment of interest may be made on the next succeeding Business Day without any additional amount being payable in respect of any delay.

**Optional Redemption**

The Notes will be redeemable at any time, in whole or in part, at a redemption price equal to the greater of:

100% of the principal amount of the Notes being redeemed, or

the sum of the present values of the remaining scheduled payments of principal and interest on the Notes being redeemed from the redemption date to the maturity date discounted to the redemption date

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on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 25 basis points,

plus, in each case, any interest accrued but not paid to the date of redemption.

The Treasury Rate means, with respect to any redemption date for any portion of the Notes,

the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated H.15(519) or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption Treasury Constant Maturities, for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or after the maturity date for the Notes, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue will be determined and the Treasury Rate shall be interpolated or extrapolated from those yields on a straight line basis, rounding to the nearest month), or

if the release referred to in the previous bullet (or any successor release) is not published during the week preceding the calculation date or does not contain the yields referred to above, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for that redemption date.

The Treasury Rate will be calculated on the third Business Day preceding the redemption date.

*Comparable Treasury Issue* means the United States Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term of the Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Notes to be redeemed.

*Comparable Treasury Price* means, with respect to any redemption date for any Notes, the average of all Reference Treasury Dealer Quotations (as defined below) obtained.

*Independent Investment Banker* means one of the Reference Treasury Dealers appointed by the Trustee after consultation with us.

*Reference Treasury Dealer* means each of Barclays Capital Inc., RBS Securities Inc. and UBS Securities LLC. If any Reference Treasury Dealer ceases to be a primary U.S. government securities dealer in the United States (a Primary Treasury Dealer), we will substitute another Primary Treasury Dealer for that dealer.

*Reference Treasury Dealer Quotations* means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Trustee, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Trustee by that Reference Treasury Dealer at 5:00 p.m. on the third Business Day preceding the redemption date.

Notice of any redemption will be mailed at least 30 days but no more than 60 days before the redemption date to each holder of Notes to be redeemed.

Unless we default in payment of the redemption price, interest will cease to accrue on the Notes or portions of the Notes called for redemption on and after the redemption date.



**Repurchase Upon a Change of Control**

If a Change of Control Triggering Event occurs, unless we have exercised our right to redeem the Notes in full, as described under "Optional Redemption" above, we will make an offer to each holder (the "Change of Control Offer") to repurchase any and all (equal to \$2,000 or an integral multiple of \$1,000) of such holder's Notes at a repurchase price in cash equal to 101% of the aggregate principal amount of the Notes

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repurchased plus accrued and unpaid interest, if any, thereon, to the date of repurchase (the Change of Control Payment ). Within 30 days following any Change of Control Triggering Event, we will be required to mail a notice to holders of Notes describing the transaction or transactions that constitute the Change of Control Triggering Event and offering to repurchase the Notes on the date specified in the notice (the Change of Control Payment Date ), which date will be no less than 30 days and no more than 60 days from the date such notice is mailed, pursuant to the procedures required by the Notes and described in such notice. We must comply with the requirements of Rule 14e-1 under the Exchange Act, and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control repurchase provisions of the Notes, we will be required to comply with the applicable securities laws and regulations and will not be deemed to have breached our obligations under the Change of Control repurchase provisions of the Notes by virtue of such conflicts.

We will not be required to offer to repurchase the Notes upon the occurrence of a Change of Control Triggering Event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by us and the third party repurchases on the applicable date all Notes properly tendered and not withdrawn under its offer; *provided* that for all purposes of the Notes and the Senior Indenture, a failure by such third party to comply with the requirements of such offer and to complete such offer shall be treated as a failure by us to comply with our obligations to offer to purchase the Notes unless we promptly make an offer to repurchase the Notes at 101% of the outstanding principal amount thereof plus accrued and unpaid interest, if any, thereon, to the date of repurchase, which shall be no later than 30 days after the third party's scheduled Change of Control Payment Date.

On the Change of Control Payment Date, we will be required, to the extent lawful, to:

accept or cause a third party to accept for payment all Notes or portions of Notes properly tendered pursuant to the Change of Control Offer;

deposit or cause a third party to deposit with the paying agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and

deliver or cause to be delivered to the Trustee the Notes properly accepted, together with an officer's certificate stating the principal amount of Notes or portions of Notes being purchased.

The definition of Change of Control includes a phrase relating to the direct or indirect sale, lease, transfer, conveyance or other disposition of all or substantially all of the properties or assets of Aetna Inc. and its subsidiaries taken as a whole. Although there is a limited body of case law interpreting the phrase substantially all, there is no precise, established definition of the phrase under applicable law. Accordingly, the applicability of the requirement that we offer to repurchase the Notes as a result of a sale, lease, transfer, conveyance or other disposition of less than all of the assets of Aetna Inc. and its subsidiaries taken as a whole to another Person (as defined in the Senior Indenture) or group may be uncertain.

For purposes of the foregoing discussion of the applicable Change of Control provisions, the following definitions are applicable:

*Below Investment Grade Rating Event* means the Notes are rated below an Investment Grade Rating by each of the Rating Agencies on any date from the earlier of (1) the occurrence of a Change of Control and (2) public notice of our intention to effect a Change of Control, in each case until the end of the 60-day period following the earlier of (1) the occurrence of a Change of Control and (2) public notice of our intention to effect a Change of Control; *provided, however*, that if (i) during such 60-day period one or more Rating Agencies has publicly announced that it is

considering the possible downgrade of the Notes, and (ii) a downgrade by each of the Rating Agencies that has made such an announcement would result in a Below Investment Grade Rating Event, then such 60-day period shall be extended for such time as the rating of the Notes by any such Rating Agency remains under publicly announced consideration for possible downgrade to a rating below an Investment Grade Rating and a downgrade by such Rating Agency to a rating below an Investment Grade Rating could cause a Below Investment Grade

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Rating Event. Notwithstanding the foregoing, a rating event otherwise arising by virtue of a particular reduction in rating will not be deemed to have occurred in respect of a particular Change of Control (and thus will not be deemed a Below Investment Grade Rating Event for purposes of the definition of Change of Control Triggering Event) if the rating agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the Trustee in writing at our or its request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control has occurred at the time of the rating event).

*Change of Control* means the occurrence of any of the following: (1) direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of Aetna Inc. and its subsidiaries taken as a whole to any person (as that term is used in Section 13(d)(3) of the Exchange Act) other than to Aetna Inc. or one of its subsidiaries; (2) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any person (as that term is used in Section 13(d)(3) of the Exchange Act) other than Aetna Inc. or one of its subsidiaries becomes the beneficial owner, directly or indirectly, of more than 50% of the then outstanding number of shares of Aetna Inc.'s voting stock; or (3) the first day on which a majority of the members of Aetna Inc.'s Board of Directors are not Continuing Directors; *provided, however*, that a transaction will not be deemed to involve a Change of Control if (A) we become a wholly owned subsidiary of a holding company and (B)(x) the holders of the voting stock of such holding company immediately following that transaction are substantially the same as the holders of Aetna Inc.'s voting stock immediately prior to that transaction or (y) immediately following that transaction no person (as that term is used in Section 13(d)(3) of the Exchange Act) is the beneficial owner, directly or indirectly, of more than 50% of the voting stock of such holding company. For purposes of this definition, voting stock means capital stock of any class or kind the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or persons performing similar functions) of Aetna Inc., even if the right to vote has been suspended by the happening of such a contingency.

*Change of Control Triggering Event* means the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

*Continuing Directors* means, as of any date of determination, any member of the Board of Directors of Aetna Inc. who (1) was a member of the Board of Directors of Aetna Inc. on the date of the issuance of the Notes; or (2) was nominated for election or elected to the Board of Directors of Aetna Inc. with the approval of a majority of the Continuing Directors who were members of such Board of Directors of Aetna Inc. at the time of such nomination or election (either by specific vote or by approval of Aetna Inc.'s proxy statement in which such member was named as a nominee for election as a director).

*Fitch* means Fitch Ratings Inc.

*Investment Grade Rating* means a rating by Moody's equal to or higher than Baa3 (or the equivalent under any successor rating category of Moody's), a rating by S&P equal to or higher than BBB- (or the equivalent under any successor rating category of S&P), a rating by Fitch equal to or higher than BBB- (or the equivalent under any successor rating category of Fitch), and the equivalent investment grade credit rating from any replacement rating agency or rating agencies selected by us under the circumstances permitting us to select a replacement agency and in the manner for selecting a replacement agency, in each case as set forth in the definition of Rating Agencies.

*Moody's* means Moody's Investors Service, Inc.

*Rating Agencies* means (1) Moody's, S&P and Fitch; and (2) if any or all of Moody's, S&P or Fitch ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of our control, a nationally

recognized statistical rating organization within the meaning of Rule 15c3-1(c)(2)(vi)(F) under the Exchange Act, that we select (pursuant to a resolution of the Aetna

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Inc. Board of Directors) as a replacement agency for any of Moody's, S&P or Fitch, or all of them, as the case may be.

*S&P* means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc.

## **Global Securities**

The Notes will be issued in the form of one or more global securities that will be deposited with or on behalf of the depository, The Depository Trust Company. Interests in the global securities will be issued only in denominations of \$2,000 or multiples of \$1,000 in excess thereof. Unless and until it is exchanged in whole or in part for Notes in definitive form, a global security may not be transferred except as a whole to a nominee of the depository for the global security, by a nominee of the depository to the depository or another nominee of the depository or by the depository, or any nominee to a successor depository or a nominee of the successor depository.

## **Book-Entry System**

Initially, the Notes will be registered in the name of Cede & Co., the nominee of the depository. Accordingly, beneficial interests in the Notes will be shown on, and transfers thereof will be effected only through, records maintained by the depository and its participants.

The depository has advised us and the underwriters as follows: the depository is a limited-purpose trust company organized under the New York Banking Law, a banking organization within the meaning of the New York Banking Law, a member of the United States Federal Reserve System, a clearing corporation within the meaning of the New York Uniform Commercial Code and a clearing agency registered pursuant to the provisions of Section 17A of the United States Securities Exchange Act of 1934, as amended. The depository holds securities that its participants ( Direct Participants ) deposit with the depository. The depository also eliminates the need for physical movement of securities certificates by facilitating the settlement among Direct Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerized book-entry changes in the Direct Participants' accounts. Direct Participants include securities brokers and dealers, including the underwriters, banks, trust companies, clearing corporations, and certain other organizations. The depository is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc. and the Financial Industry Regulatory Authority, Inc. Access to the depository's book-entry system is also available to others such as securities brokers and dealers, banks and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ( Indirect Participants ). The rules applicable to the depository and its Direct and Indirect Participants are on file with the SEC.

The depository advises that its established procedures provide that:

upon our issuance of the Notes, the depository will credit the accounts of Direct Participants designated by the underwriters with the principal amounts of the Notes purchased by the underwriters; and

ownership of interests in the global securities will be shown on, and the transfer of the ownership will be effected only through, records maintained by the depository, the Direct Participants and the Indirect Participants.

The laws of some states require that certain persons take physical delivery in definitive form of securities which they own. Persons required to take physical delivery of securities they own may not be able to purchase beneficial interests in the global securities.

So long as a nominee of the depositary is the registered owner of the global securities, the nominee for all purposes will be considered the sole owner or holder of the Notes under the Senior Indenture. Except as provided below, owners of beneficial interests in the global securities will not be entitled to have Notes registered in their names, will not receive or be entitled to receive physical delivery of Notes in definitive form and will not be considered the owners or holders thereof under the Senior Indenture.

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Neither we, the Trustee, any paying agent nor the registrar will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in the global securities, or for maintaining, supervising or reviewing any records relating to those beneficial ownership interests.

Principal and interest payments on the Notes registered in the name of the depositary's nominee will be made in immediately available funds to the depositary's nominee as the registered owner of the global securities. Under the terms of the Notes, we and the Trustee will treat the persons in whose names the Notes are registered as the owners of those Notes for the purpose of receiving payment of principal and interest on those Notes and for all other purposes whatsoever. Therefore, neither we, the Trustee nor any paying agent has any direct responsibility or liability for the payment of principal or interest on the Notes to owners of beneficial interests in the global securities. The depositary has advised us and the Trustee that its current practice is, upon receipt of any payment of principal or interest, to credit Direct Participants' accounts on the payment date in accordance with their respective holdings of beneficial interests in the global securities as shown on the depositary's records, unless the depositary has reason to believe that it will not receive payment on the payment date. Payments by Direct and Indirect Participants to owners of beneficial interests in the global securities will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in street name, and will be the responsibility of the Direct and Indirect Participants and not of the depositary, the Trustee or us, subject to any statutory requirements that may be in effect from time to time. Payment of principal and interest to the depositary is our responsibility or the responsibility of the Trustee; disbursement of those payments to the owners of beneficial interests in the global securities shall be the responsibility of the depositary and the Direct and Indirect Participants.

Notes represented by a global security will be exchangeable for Notes in definitive form of like tenor as the global security in denominations of \$2,000 and in any greater amount that is a multiple of \$1,000 in excess thereof if the depositary notifies us that it is unwilling or unable to continue as depositary for the global security or if at any time the depositary ceases to be a clearing agency registered under applicable law and a successor depositary is not appointed by us within 90 days or we in our discretion at any time determine not to require all of the Notes to be represented by a global security and notify the Trustee thereof. Any Notes that are exchangeable pursuant to the preceding sentence are exchangeable for Notes issuable in authorized denominations and registered in such names as the depositary shall direct. Subject to the foregoing, a global security is not exchangeable, except for a global security or global securities of the same aggregate denominations to be registered in the name of the depositary or its nominee.

## **Same-Day Settlement and Payment**

Settlement for the Notes will be made by the underwriters in immediately available funds. So long as the depositary continues to make same day settlement available to us, all payments of principal and interest on the Notes will be made by us in immediately available funds.

Secondary trading in long-term notes and debentures of corporate issuers is generally settled in clearing-house or next-day funds. In contrast, the depositary will facilitate same day settlement for trading in the Notes until maturity, and secondary market trading activity in the Notes will therefore be required by the depositary to settle in immediately available funds. No assurance can be given as to the effect, if any, of settlement in immediately available funds on trading activity in the Notes.



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Barclays Capital Inc., RBS Securities Inc. and UBS Securities LLC are acting as joint book-running managers of the offering and as representatives of the underwriters named below.

Subject to the terms and conditions stated or incorporated by reference in the pricing agreement dated the date of this prospectus supplement, each underwriter named below has severally agreed to purchase, and we have agreed to sell to that underwriter, the principal amount of Notes set forth opposite the underwriter's name.

<b>Underwriter</b>	<b>Principal Amount of Notes</b>
Barclays Capital Inc.	\$ 150,000,000
RBS Securities Inc.	150,000,000
UBS Securities LLC	150,000,000
Banc of America Securities LLC	33,750,000
Citigroup Global Markets Inc.	33,750,000
Credit Suisse Securities (USA) LLC	33,750,000
Goldman, Sachs & Co.	33,750,000
J.P. Morgan Securities Inc.	33,750,000
Morgan Stanley & Co. Incorporated	33,750,000
U.S. Bancorp Investments, Inc.	33,750,000
Wells Fargo Securities, LLC	33,750,000
BNY Mellon Capital Markets, LLC	6,000,000
Fifth Third Securities, Inc.	6,000,000
Mitsubishi UFJ Securities (USA), Inc.	6,000,000
PNC Capital Markets LLC	6,000,000
SunTrust Robinson Humphrey, Inc.	6,000,000
<b>Total</b>	<b>\$ 750,000,000</b>

The pricing agreement provides that the obligations of the underwriters to purchase the Notes included in this offering are subject to the receipt of legal opinions by counsel covering the validity of the Notes and to other conditions. The underwriters are obligated to purchase all the Notes if they purchase any of the Notes.

The underwriters propose to offer some of the Notes directly to the public at the applicable offering price set forth on the cover page of this prospectus supplement and may offer some of the Notes to dealers at the applicable offering price less a concession not to exceed the percentage of the principal amount of the Notes specified in the table below. The underwriters may allow, and dealers may reallow, a concession on sales to other dealers in an amount not to exceed the amount specified in the table below.

	<b>Per Note</b>
Concession	0.400%

Reallowance. 0.250%

After the initial offering of the Notes to the public, the representatives may change the applicable offering price and concessions.

The following table shows the underwriting discounts and commissions payable to the underwriters in connection with this offering.

Per Note. 0.650%

In connection with the offering, one or more of the underwriters may purchase and sell Notes in the open market. These transactions may include over-allotment, syndicate covering transactions and stabilizing transactions. Over-allotment involves syndicate sales of Notes in excess of the principal amount of Notes to be purchased by the underwriters in the offering, which creates a syndicate short position. Syndicate covering transactions involve

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purchases of the Notes in the open market after the distribution has been completed in order to cover syndicate short positions. Stabilizing transactions consist of certain bids or purchases of Notes made for the purpose of preventing or retarding a decline in the market price of the Notes while the offering is in progress.

The underwriters also may impose a penalty bid. Penalty bids permit the underwriters to reclaim a selling concession from a syndicate member when the underwriter responsible for stabilizing activities on behalf of the syndicate, in covering syndicate short positions or making stabilizing purchases, repurchases Notes originally sold by that syndicate member.

Any of these activities may have the effect of preventing or retarding a decline in the market price of the Notes. They may also cause the price of the Notes to be higher than the price that otherwise would exist in the open market in the absence of these transactions. The underwriters may conduct these transactions in the over-the-counter market or otherwise. If the underwriters commence any of these transactions, they may discontinue them at any time.

We estimate that our total expenses for this offering will be approximately \$800,000.

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a Relevant Member State ), each underwriter has severally represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the Relevant Implementation Date ) it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this prospectus supplement in that Relevant Member State, other than:

- a) to legal entities which are authorized or regulated to operate in the financial markets or, if not so authorized or regulated, whose corporate purpose is solely to invest in securities;
- b) to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year, (2) a total balance sheet of more than 43,000,000 and (3) an annual net turnover of more than 50,000,000, as shown in its last annual or consolidated accounts;
- c) to fewer than 100 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the representatives for any such offer; or
- d) in any other circumstances which do not require the publication by us of a prospectus pursuant to Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes shall require the Issuer or any underwriter to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an offer of Notes to the public in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes, as the same may be varied in that Member State by any measures implementing the Prospectus Directive in that Member State, and the expression Prospectus Directive means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

Each underwriter has represented and agreed that:

It has only communicated and caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21

of the Financial Services and Markets Act of 2000 (the FSMA ) received by it in connection with the issue or sale of any Notes included in this offering in circumstances in which Section 21(1) of the FSMA does not apply to us and it has complied with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes included in this offering in, from or otherwise involving the United Kingdom;

The Notes may not be offered or sold by means of any document other than (i) in circumstances which do not constitute an offer to the public within the meaning of the Companies Ordinance (Cap.32, Laws

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of Hong Kong), (ii) to professional investors within the meaning of the Securities and Futures Ordinance (Cap.571, Laws of Hong Kong) and any rules made thereunder or (iii) in other circumstances which do not result in the document being a prospectus within the meaning of the Companies Ordinance (Cap.32, Laws of Hong Kong), and no advertisement, invitation or document relating to the Notes may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to professional investors within the meaning of the Securities and Futures Ordinance (Cap.571, Laws of Hong Kong) and any rules made thereunder.

The Notes offered in this prospectus supplement have not been registered under the Securities and Exchange Law of Japan, and each underwriter has agreed that it will not offer or sell, directly or indirectly, the Notes in Japan or to or for the benefit of any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Securities and Exchange Law and any other applicable laws, regulations and ministerial guidelines of Japan; and

This prospectus supplement has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus supplement and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, may not be circulated or distributed, nor may the Notes be offered or sold or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (1) to an institutional investor or other person specified in Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the SFA), (2) to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA or (3) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 by a relevant person which is: (a) a corporation (which is not an accredited investor) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary is an accredited investor, shares, debentures and units of shares and debentures of that corporation or the beneficiaries' rights and interest in that trust shall not be transferrable for 6 months after that corporation or that trust has acquired the Notes under Section 275 except: (1) to an institutional investor under Section 274(1A), and in accordance with the conditions, specified in Section 275 of the SFA; (2) where no consideration is given for the transfer; or (3) by operation of law.

The underwriters have performed investment banking and advisory services for us from time to time for which they have received customary fees and expenses. The underwriters may, from time to time, engage in transactions with and perform services for us in the ordinary course of their business. In particular, affiliates of certain underwriters participating in this offering, including Barclays Capital Inc., RBS Securities Inc. and UBS Securities LLC, are participants in our amended and restated \$1.5 billion five-year revolving credit agreement which matures in 2013. In addition, certain of the underwriters participating in this offering are dealers in our commercial paper program. To the extent that we use the proceeds of this offering to repay our short-term debt or long-term debt, including outstanding commercial paper borrowings, certain of those underwriters or their affiliates may receive proceeds from this offering as a result of their ownership of such debt.

We have agreed to indemnify the several underwriters against certain liabilities, including liabilities under the Securities Act of 1933, or to contribute to payments the underwriters may be required to make because of any of those liabilities.

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**VALIDITY OF THE NOTES**

The validity of the Notes offered hereby will be passed upon for Aetna by Davis Polk & Wardwell LLP, New York, New York and for the underwriters by Sullivan & Cromwell LLP, Washington, D.C. Sullivan & Cromwell LLP from time to time provides legal services to Aetna. Davis Polk & Wardwell LLP and Sullivan & Cromwell LLP may rely upon an opinion of Drinker Biddle & Reath LLP, Philadelphia, Pennsylvania, special Pennsylvania counsel to Aetna, as to certain matters governed by Pennsylvania law.

**ERISA MATTERS**

Aetna and certain of its affiliates, including Aetna Life Insurance Company, may each be considered a party in interest within the meaning of the Employee Retirement Income Security Act of 1974, as amended ( ERISA ), or a disqualified person within the meaning of the Code, with respect to many employee benefit plans subject to Title I of ERISA or Section 4975 of the Code or entities deemed to hold the assets of such Plans (each, a Plan ). Prohibited transactions within the meaning of ERISA or the Code may arise, for example, if debt securities are acquired by a Plan with respect to which Aetna or any of its affiliates is a service provider, unless such debt securities are acquired pursuant to an exemption for transactions effected on behalf of such Plan by a qualified professional asset manager or pursuant to any other available statutory, class or individual exemption. In addition, certain governmental, church and non-U.S. plans ( Non-ERISA Arrangements ) are subject to federal, state, local or non-U.S. laws that are substantially similar to Section 406 of ERISA or Section 4975 of the Code ( Similar Laws ). Therefore, each purchaser or holder of the debt securities or any interest therein will be deemed to have represented by its purchase or holding thereof that either (i) it is not and is not using the assets of any Plan or Non-ERISA Arrangement or (ii) its purchase and holding of the debt securities or any interest therein will not constitute or result in a nonexempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or in a similar violation of Similar Laws.

Any Plan or Non-ERISA Arrangement proposing to invest in the debt securities should consult with its legal counsel. The sale of the debt securities offered hereunder to any Plan or Non-ERISA Arrangement is in no respect a representation by Aetna or any of its affiliates that such an investment is appropriate for or meets all relevant legal requirements with respect to investments by any such Plan or Non-ERISA Arrangement generally or any particular Plan or Non-ERISA Arrangement.

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**PROSPECTUS**

**Aetna Inc.**

**Debt Securities  
Common Shares  
Preferred Shares  
Purchase Contracts  
Warrants  
Units**

We may offer from time to time debt securities, common shares, preferred shares, purchase contracts, warrants to purchase common shares or warrants to purchase debt securities, or units that may include any of these securities or securities of other entities. Specific terms of these securities will be provided in supplements to this prospectus. The debt securities, preferred shares, warrants and purchase contracts may be convertible into or exercisable or exchangeable for common or preferred shares or other securities of the Company or debt or equity securities of one or more other entities. You should read this prospectus and any supplement carefully before you invest.

The Company may offer and sell these securities to or through one or more underwriters, dealers and agents, or directly to purchasers, on a continuous or delayed basis.

This prospectus describes some of the general terms that may apply to debt securities. The specific terms of any debt securities and the terms of any other securities to be offered will be described in a supplement to this prospectus.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is December 5, 2008

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You should rely only on the information contained in or incorporated by reference in this prospectus. We have not authorized anyone to provide you with different information. We are not making an offer of these securities in any state where the offer is not permitted. You should not assume that the information contained in or incorporated by reference in this prospectus is accurate as of any date other than the date on the front of this prospectus. The terms Aetna , we, us, and our refer to Aetna Inc. and its consolidated subsidiaries. Unless the context otherwise requires, including means including without limitation.

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**THE COMPANY**

We are one of the nation's leading diversified health care benefits companies, serving approximately 37.2 million people at September 30, 2008, with information and resources to help them make better informed decisions about their health care. At September 30, 2008, we served approximately 17.7 million medical members, 14.1 million dental members and 11.1 million pharmacy members. At September 30, 2008, we also had over 874,000 health care professionals, including hospitals and pharmacies, participating in our networks nationwide. We offer a broad range of traditional and consumer-directed health insurance products and related services, including medical, pharmacy, dental, behavioral health, group life and disability plans, and medical management capabilities and health care management services for Medicaid plans. We offer these products on both an insured and employer-funded basis. We offer our products in all 50 states, and our customers include employer groups, individuals, college students, part-time and hourly workers, health plans, governmental units, government-sponsored plans, labor groups and expatriates. We also have a large case pensions business that manages a variety of discontinued and other retirement products (including pension and annuity products) primarily for tax qualified pension plans of large customers.

Our principal executive offices are located at 151 Farmington Avenue, Hartford, Connecticut 06156, and our telephone number is (860) 273-0123. Internet users can obtain information about Aetna and its services at <http://www.aetna.com>. This text is not an active link, and our website and the information contained on that site, or connected to that site, is not incorporated into this prospectus.

**WHERE YOU CAN FIND MORE INFORMATION**

We file annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy any document that we file at the Public Reference Room of the SEC at 100 F Street, N.E., Washington, D.C. 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. In addition, the SEC maintains an Internet site at <http://www.sec.gov>, from which interested persons can electronically access our filings with the SEC, including the registration statement containing this prospectus (including the exhibits and schedules thereto).

We have filed with the SEC a registration statement on Form S-3 relating to the securities covered by this prospectus. This prospectus is a part of the registration statement and does not contain all the information in the registration statement. Whenever a reference is made in this prospectus to a contract or other document of the Company, the reference is only a summary, and you should refer to the exhibits that are a part of the registration statement for a copy of the contract or other document. You may review a copy of the registration statement at the SEC's public reference room in Washington, D.C., as well as through the SEC's Internet site.

The SEC allows us to incorporate by reference the information we file with them, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is an important part of this prospectus, and information that we file later with the SEC will automatically update and supersede this information. We incorporate by reference the documents listed below and all documents we file with the SEC pursuant to Section 13(a), 13(c), 14, or 15(d) of the Securities Exchange Act of 1934, as amended (the Exchange Act), after December 5, 2008 and prior to the termination of the offering under this prospectus:

(a) Our Current Reports on Form 8-K or 8-K/A filed on April 1, 2008, June 3, 2008, August 6, 2008, September 12, 2008 (other than Item 7.01), September 18, 2008, September 29, 2008 and September 30, 2008;

- (b) Our Quarterly Report on Form 10-Q for the period ended March 31, 2008, Quarterly Report on Form 10-Q/A for the periods ended June 30, 2008 and Quarterly Report on Form 10-Q for the periods ended September 30, 2008; and
- (c) Our Annual Report on Form 10-K for the fiscal year ended December 31, 2007.

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You may request a free copy of these filings by writing or telephoning the office of the Corporate Secretary, Aetna Inc., 151 Farmington Avenue, RW61, Hartford, Connecticut 06156, Telephone: (860) 273-4970.

### **SPECIAL NOTE ON FORWARD-LOOKING STATEMENTS AND RISK FACTORS**

We have made forward-looking statements in this prospectus and the documents incorporated by reference in this prospectus. These forward-looking statements are based on our management's beliefs and assumptions and on information available to our management at the time the statements are or were made. Forward-looking statements include but are not limited to the information concerning our possible or assumed future results of operations, business strategies, financing plans, competitive position, potential growth opportunities, potential operating performance improvements, the effects of competition and the effects of future legislation or regulations. Forward-looking statements include all statements that are not historical facts and can be identified by the use of forward-looking terminology such as the words believe, expect, seek, plan, intend, anticipate, estimate, predict, project, continue, may, will, should or the negative of these terms or similar expressions.

Forward-looking statements involve risks, uncertainties and assumptions. Actual results may differ materially from those expressed in these forward-looking statements. You should not put undue reliance on any forward-looking statements. We do not have any intention or obligation to update forward-looking statements to reflect new information, future events or risks or the eventual outcome of the facts underlying the forward-looking statements. New information, future events or risks may cause the forward-looking events we discuss in this prospectus not to occur or to occur in a manner different from what we expect.

The risk factors discussed in Forward-Looking Information/Risk Factors in our 2007 Annual Report, incorporated by reference in, and filed with the SEC as an exhibit to, our Annual Report on Form 10-K for the fiscal year ended December 31, 2007 and/or in our Quarterly Report on Form 10-Q for the periods ended September 30, 2008, and as updated in any future filings with the SEC, could cause our results to differ materially from those expressed in forward-looking statements. There may also be other risks that we are unable to predict at this time.

### **USE OF PROCEEDS**

Unless otherwise indicated in a prospectus supplement, the net proceeds from the sale of the securities will be added to Aetna's general funds and used for general corporate purposes, including the repayment of indebtedness and share repurchases.

### **DESCRIPTION OF CAPITAL STOCK**

The following description of Aetna's capital stock is a summary of the material terms thereof and is qualified in its entirety by reference to the provisions of Aetna's Amended and Restated Articles of Incorporation (Aetna's Articles) and Aetna's Amended and Restated By-Laws (Aetna's By-Laws). Copies of Aetna's Articles and By-Laws are incorporated by reference in this prospectus and will be sent to holders of shares of Aetna capital stock upon request. See Where You Can Find More Information above.

Aetna's Articles and By-Laws contain certain provisions that could delay or make more difficult the acquisition of Aetna by means of a tender offer, a proxy contest or otherwise.

#### **Authorized Capital Stock**

Under Aetna's Articles, the total number of shares of all classes of shares that Aetna has authority to issue is 2,996,654,333, having a par value of \$.01 each. At April 30, 2007, Aetna's Articles designated 7,625,000 shares as

Class A voting preferred shares (the Class A voting preferred stock ) and 2,883,673,668 shares as common shares (the Aetna common stock ). Aetna s Articles provide that the Aetna board of directors has the power to divide the authorized but unissued shares into such classes and series, with

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such voting rights, designations, preferences, limitations and special rights as the board shall then fix and determine. Except as otherwise provided in Aetna's Articles or in a board resolution, shares purchased, redeemed by, surrendered to or otherwise acquired by Aetna assume the status of authorized but unissued shares, undesignated as to class or series, and may thereafter be reissued in the same manner as other authorized but unissued shares. As of September 30, 2008, Aetna's authorized capital stock consisted of 7,625,000 shares of Class A voting preferred stock, 2,753,181,042 shares of Aetna common stock and 235,848,291 shares undesignated as to class or series.

### **Aetna Common Stock**

The holders of Aetna common stock are entitled to one vote per share on all matters voted on by shareholders, including elections of directors. Except as otherwise required by law, or by the provisions of the Class A voting preferred stock, or provided in any resolution adopted by the Aetna board with respect to any subsequently created class or series of Aetna shares, the holders of the Aetna common stock exclusively possess all voting power. Aetna's Articles preclude cumulative voting in the election of directors. Aetna's Articles provide for a majority vote standard for uncontested elections of directors, and a plurality of votes standard for contested elections of directors. Subject to any rights of any outstanding series of Aetna preferred stock, the holders of Aetna common stock (i) are entitled to such dividends as may be declared from time to time by the Aetna board from funds available therefor and (ii) upon liquidation are entitled to receive pro rata all assets of Aetna available for distribution to such holders.

The transfer agent and registrar for the Aetna common stock is Computershare Trust Company, N.A.

### **Additional Aetna Stock, Including Preferred Stock**

The Aetna board is authorized to provide for the issuance of Aetna shares in one or more classes and series, including preferred shares, to establish the number of shares in each class and series, and to fix the designations, powers, preferences and rights of each such class and series and the qualifications, limitations or restrictions thereof. Aetna's Articles currently designate 7,625,000 shares as Class A voting preferred stock.

### **Preemptive Rights**

No holder of any shares of Aetna of any class or series authorized at the date of this prospectus has any preemptive right to subscribe to any securities of Aetna of any kind or class or series.

### **Book-Entry Shareholding**

Certificates representing the Aetna common stock will not be issued unless requested in writing as set forth below. Holders of record of Aetna common stock have credited to a book-entry account established for them by, and maintained at, Computershare Trust Company, N.A. (the transfer agent and registrar for Aetna common stock) the number of shares of Aetna common stock owned by them. Each holder of record receives an Ownership Statement from the registrar promptly following each transfer to or from such account. Shareholders may request the issuance of a certificate representing the shares of Aetna common stock owned of record by them by writing to Aetna's registrar and transfer agent.

### **Certain Anti-Takeover Provisions**

#### ***Advance Notice Provisions for Special Meetings***

Under the Pennsylvania Business Corporation Law (the Business Corporation Law), a company's shareholders are not permitted to call or require the company to call a special meeting of shareholders unless the company's governing

documents permit them to do so. Aetna's Articles and By-Laws, taken together, provide that shareholders entitled to cast at least two-thirds of the votes that all voting shareholders, voting as a single class, are entitled to cast at the special meeting may call a special meeting of shareholders by delivery to the Corporate Secretary of a written petition signed by each of such shareholders. The written petition must include (i) a brief description of the business to be conducted at the special meeting and the reasons for

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conducting the business at a special meeting; (ii) the name and address of each shareholder who has signed the petition; (iii) evidence of the class and number of shares of capital stock of Aetna that are beneficially owned by each shareholder who has signed the petition; and (iv) any material interest of any shareholder who has signed the petition in the business described in the petition. It shall be the duty of the Corporate Secretary to fix the date and time of any shareholder-called special meeting, which shall be held not more than 120 days after the Corporate Secretary's receipt of a petition that complies with the above requirements. Aetna's By-Laws provide that only such business may be conducted at a special meeting as is specified in the notice of meeting given by Aetna.

***Potential Issuances of Aetna Preferred Stock***

Aetna's Articles currently designate 7,625,000 shares as Class A voting preferred stock. Aetna's Articles also authorize the Aetna board to establish, from the authorized but unissued shares, one or more classes and series of Aetna shares, including preferred shares, and to determine, with respect to any such class or series of Aetna shares, the terms and rights of such class or series, including, for example, (i) the designation of the class or series; (ii) the number of shares of the class or series, which number the Aetna board may thereafter (except where otherwise provided in the designation of any subsequently authorized class or series) increase or decrease (but not below the number of shares thereof then outstanding); (iii) whether dividends, if any, will be cumulative or noncumulative and the dividend rate of the class or series; (iv) the dates on which dividends, if any, will be payable; (v) the redemption rights and price or prices, if any, for shares of the class or series; (vi) the terms and amounts of any sinking fund provided for the purchase or redemption of shares of the class or series; (vii) the amounts payable on shares of the class or series in the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of Aetna; (viii) whether the shares of the class or series will be convertible into shares of any other class or series, or any other security, of Aetna or any other corporation, and, if so, the specification of such other class or series or such other security, the conversion price or prices or rate or rates, any adjustments thereof, the date or dates as of which such shares shall be convertible and all other terms and conditions upon which such conversion may be made; (ix) restrictions on the issuance of shares of the same class or series or of any other class or series; and (x) the voting rights, if any, of the holders of such class or series.

The authorized shares of Aetna, including shares of preferred stock and common stock, will be available for issuance without further action by Aetna's shareholders, unless such action is required by applicable law or the rules of any stock exchange or automated quotation system on which Aetna's securities may be listed or traded. If the approval of Aetna's shareholders is not so required, the Aetna board does not intend to seek shareholder approval.

Although the Aetna board has no intention at the present time of doing so, it could issue a class or series of Aetna preferred shares that could, depending on the terms of such class or series, impede the completion of a merger, tender offer or other takeover attempt that some, or a majority, of Aetna's shareholders might believe to be in their best interests or in which shareholders might receive a premium for their shares over the then-current market price of such shares.

***Potential Issuances of Rights to Purchase Securities***

Aetna does not currently have a shareholder rights plan, although the Aetna board retains the right to adopt a new plan at a future date. Aetna's Articles grant the Aetna board exclusive authority to create and issue rights entitling the holders thereof to purchase from Aetna shares of capital stock or other securities and to elect to repurchase, redeem, terminate or amend any such rights. The times at which and terms upon which such rights are to be issued, repurchased, redeemed, terminated or amended are to be determined exclusively by the Aetna board and set forth in the contracts or instruments that evidence any such rights. The authority of the Aetna board with respect to such rights includes, but is not limited to, determining (i) the purchase price of the capital stock or other securities or property to be purchased upon exercise of such rights; (ii) provisions relating to the times at which and the circumstances under



which such rights may be exercised or sold or otherwise transferred, either together with or separately from any other shares or other securities of Aetna; (iii) provisions which adjust the number or exercise price of such rights or the amount or nature of the shares,

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other securities or other property receivable upon exercise of such rights in the event of a combination, split or recapitalization of any shares of Aetna, a change in ownership of Aetna's shares or other securities or a reorganization, merger, consolidation, sale of assets or other occurrence relating to Aetna or any shares of Aetna, and provisions restricting the ability of Aetna to enter into any such transaction absent an assumption by the other party or parties thereto of the obligations of Aetna under such rights; (iv) provisions which deny the holder of a specified percentage of the outstanding securities of Aetna the right to exercise such rights and/or cause such rights held by such holder to become void; (v) provisions which permit Aetna to redeem or exchange such rights; and (vi) the appointment of the rights agent with respect to such rights. This provision is intended to confirm the Aetna board's exclusive authority to issue, repurchase, redeem, terminate or amend share purchase rights or other rights to purchase shares or securities of Aetna or any other corporation.

***Advance Notice Provisions for Shareholder Nominations and Shareholder Proposals at Annual Meetings***

Aetna's By-Laws establish an advance notice procedure for shareholders to nominate candidates for election as directors or to bring other business before annual meetings of shareholders of Aetna (the Shareholder Notice Procedure).

Nominations for election to the Aetna board may be made at an annual meeting, or at a special meeting at which directors are to be elected, only by or at the Aetna board's direction or by a shareholder who has complied with the Shareholder Notice Procedure. Aetna's By-Laws require that notice of a shareholder nomination set forth certain information with respect to each proposed nominee and the shareholder giving notice.

Aetna's By-Laws provide that at an annual meeting only such business may be conducted as has been brought before the meeting by, or at the direction of, the Chairman or the Aetna board or by a shareholder who has given timely written notice to the Corporate Secretary of Aetna of such shareholder's intention to bring such business before such meeting in compliance with the Shareholder Notice Procedure. Under the Shareholder Notice Procedure, a shareholder's notice relating to the conduct of business at an annual meeting must contain specified information about such business and about the proposing shareholder.

The Shareholder Notice Procedure requires that notice of nominations or proposals for substantive business must be received by Aetna not later than the 90th day before such meeting is to be held, or if later, the 10th day after public announcement of the date of such meeting is made.

If the Chairman or other officer presiding at a meeting determines that an individual was not nominated, or other business was not brought before the meeting, in accordance with the Shareholder Notice Procedure, such individual will not be eligible for election as a director, or such business will not be conducted at such meeting, as the case may be.

By requiring advance notice of nominations by shareholders, the Shareholder Notice Procedure affords the Aetna board an opportunity to consider the qualifications of the proposed nominees and, to the extent deemed necessary or desirable by the Aetna board, to inform shareholders about such qualifications. By requiring advance notice of other proposed business, the Shareholder Notice Procedure provides a more orderly procedure for conducting annual meetings of shareholders and, to the extent deemed necessary or desirable by the Aetna board, provides the Aetna board with an opportunity to inform shareholders, prior to such meetings, of any business proposed to be conducted at such meetings, together with the Aetna board's position regarding action to be taken with respect to such business, so that shareholders can better decide whether to attend such a meeting or to grant a proxy regarding the disposition of any such business.

Although Aetna's By-Laws do not give the Aetna board any power to approve or disapprove shareholder nominations for the election of directors or proposals for action, they may have the effect of precluding a contest for the election of directors or the consideration of shareholder proposals if the proper procedures are not followed, and of discouraging or deterring a third party from conducting a solicitation of proxies to elect its own slate of directors or to approve its own proposal, without regard to whether consideration of such nominees or proposals might be harmful or beneficial to Aetna and its shareholders.

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### ***No Shareholder Action by Written Consent***

Aetna's Articles provide that shareholder action may only be taken at an annual or special meeting of shareholders and may not be taken by written consent in lieu of a meeting. The inability of the Aetna shareholders to act by written consent prevents the holders of a majority of the voting power of the voting shares from unilaterally using the written consent procedure to take shareholder action.

### **Provisions Relating to Shareholder Approval of Business Combination and Other Transactions**

Under the Business Corporation Law, unless a higher vote is required in a corporation's articles of incorporation, a plan of merger or consolidation, a plan of asset transfer providing for the sale of all or substantially all of the assets of a corporation, a share exchange, division or voluntary dissolution will be adopted upon receiving at a properly convened meeting the affirmative vote of a majority of the votes cast by all shareholders having a right to vote thereon, and if any class or series is entitled to vote thereon as a class, the affirmative vote of a majority of the votes cast in each class vote. Aetna's Articles require that a plan of merger, consolidation, or asset transfer and a share exchange or division receive the affirmative vote of the holders of a majority of the shares of Aetna common stock outstanding on the record date for the meeting at which such plan is to be voted upon by shareholders and, in addition, the affirmative vote of such number or proportion of shares of any other class or series of Aetna's capital stock as shall at the time be required by the terms of such class or series. This higher vote will make it more difficult to obtain shareholder approval of such a business combination or other transaction than would be the case if such higher vote were not required.

### **Provisions Relating to Amendments to Aetna's Articles and By-Laws**

Under the Business Corporation Law, shareholders have the right to adopt, amend or repeal the articles of incorporation and bylaws of a corporation. However, the Business Corporation Law requires that any amendment to Aetna's Articles also be approved by the board of directors. Under the Business Corporation Law, unless a higher vote is required in a corporation's articles of incorporation, amendments to the corporation's articles of incorporation will be adopted upon receiving at a properly convened meeting the affirmative vote of a majority of the votes cast by all shareholders having a right to vote thereon, and if any class or series is entitled to vote thereon as a class, the affirmative vote of a majority of the votes cast in each class vote. Aetna's Articles provide that the provisions relating to shareholder approval of business combination and other transactions described immediately above may only be amended by the affirmative vote of the holders of a majority of the shares of Aetna common stock outstanding on the record date for the applicable meeting. In addition, Aetna's Articles provide that, among others, the provisions relating to director and officer liability and indemnification and voluntary dissolution may only be amended by the affirmative vote of the holders of two-thirds of the shares of Aetna common stock issued and outstanding on the record date for the meeting at which an amendment to any such provision is to be voted upon by the shareholders.

In addition, Aetna's By-Laws may be amended by the board of directors with respect to all matters not exclusively reserved by law to the shareholders, except the board may not alter the size of the board beyond a range approved by the shareholders. Certain provisions of Aetna's By-Laws, including provisions relating to the calling of special meetings of shareholders, shareholder nominations and shareholder proposals and the size of, and the filling of vacancies on, the board, may be amended or repealed by shareholders only with the approval of at least two-thirds of the outstanding voting power of Aetna.

### **Pennsylvania Anti-Takeover Statutes**

Under Section 1715 of the Business Corporation Law, which is applicable to Aetna, directors stand in a fiduciary relation to their corporation and, as such, are required to perform their duties in good faith, in a manner they

reasonably believe to be in the best interests of the corporation and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In discharging their duties, directors may, in considering the best interests of their corporation, consider, among other things, to the extent they deem appropriate: (a) the effects of any action upon any or all groups affected by the action, including shareholders, employees, suppliers, customers and creditors of the

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corporation, and upon communities in which offices or other establishments of the corporation are located; (b) the short-term and long-term interests of the corporation; (c) the resources, intent and conduct (past, stated and potential) of any person seeking to acquire control of the corporation; and (d) all other pertinent factors. In considering the best interests of the corporation or the effects of any action, directors are not required to regard the interests of the shareholders, or any other group affected by the action, as dominant or controlling. Absent a breach of fiduciary duty, a lack of good faith or self-dealing, any act of the board of directors, a committee thereof or an individual director is presumed to be in the best interests of the corporation. The Business Corporation Law expressly provides that the fiduciary duty of directors does not require them to (i) redeem or otherwise render inapplicable outstanding rights issued under any shareholder rights plan; (ii) render inapplicable specified statutory anti-takeover provisions, including Subchapter F of Chapter 25 (described below), which is applicable to Aetna; or (iii) take any action solely because of the effect it may have on a proposed acquisition or the consideration to be received by shareholders in such a transaction.

Commentary associated with Section 1715, and accepted by courts applying the provisions of that Section to the facts of specific takeover attempts, makes it clear that a purpose of Section 1715 is to legislatively overrule certain judicial decisions in other jurisdictions named in the commentary which have had the effect of limiting the flexibility of incumbent management in contested takeovers. The provisions of Section 1715, and its construction by the courts, could aid the Aetna board in resisting a proposed acquisition transaction which it believed not to be in the best interests of any one of the corporate constituencies identified in the statute or otherwise not in the best interests of Aetna under any of the criteria identified in the statute that the board believes are appropriate to consider.