

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

Date of report (Date of earliest event reported): **January 24, 2008**

ALLSTATE LIFE INSURANCE COMPANY

(Exact name of Registrant as Specified in Charter)

Illinois
(State or other
jurisdiction of
organization)

0-31248
(Commission
File Number)

36-2554642
(IRS Employer
Identification No.)

3100 Sanders Road
Northbrook, Illinois 60062
(Address of Principal Executive Offices) Zip

Registrant's telephone number, including area code: **(847) 402-5000**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Section 1 — Registrant's Business and Operations

Item 1.01. Entry into a Material Definitive Agreement

On January 24, 2008, Allstate Life Insurance Company (the "Registrant") entered into an Amendment to Reinsurance Agreement with American Heritage Life Insurance Company ("AHL"), effective December 1, 2007. In the underlying Reinsurance and Administrative Services Agreement, between Columbia Universal Life Insurance Company ("CUL") and AHL, effective February 1, 1998, CUL reinsures certain life insurance and annuity policies. Effective June 30, 2004, the underlying agreement was amended, pursuant to a Novation and Assignment Agreement in which CUL assigned all of its rights, duties, obligations, and liabilities under the agreement to the Registrant. Pursuant to this amendment to the agreement, the Registrant and AHL agree to make payments to each other within a specified time period.

The Registrant has determined that the Amendment to Reinsurance Agreement, together with the Novation and Assignment Agreement and underlying Reinsurance and Administrative Services Agreement, are material definitive agreements and accordingly are being filed as such.

The Registrant is a wholly-owned subsidiary of Allstate Insurance Company, a wholly-owned subsidiary of The Allstate Corporation. AHL is a wholly-owned subsidiary of American Heritage Life Investment Corporation, a wholly-owned subsidiary of The Allstate Corporation.

Section 9 — Financial Statements and Exhibits

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment to Reinsurance Agreement effective December 1, 2007 between American Heritage Life Insurance Company and Allstate Life Insurance Company
10.2	Novation and Assignment Agreement effective June 30, 2004, among Allstate Life Insurance Company, American Heritage Life Insurance Company and Columbia Universal Life Insurance Company
10.3	Reinsurance and Administrative Services Agreement effective February 1, 1998 between American Heritage Life Insurance Company and Columbia Universal Life Insurance Company

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SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ALLSTATE LIFE INSURANCE COMPANY

By: /s/ Mary J. McGinn
Name: Mary J. McGinn
Title: Vice President and
Assistant Secretary

Date: January 30, 2008

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AMENDMENT TO REINSURANCE AGREEMENT

THIS AMENDMENT TO REINSURANCE AGREEMENT (this "Amendment"), effective December 1, 2007, is by and between American Heritage Life Insurance Company ("Ceding Company") and Allstate Life Insurance Company ("Reinsurer").

RECITALS

WHEREAS, Ceding Company and Reinsurer's predecessor, Columbia Universal Life Insurance Company ("CUL"), entered into that certain Reinsurance Agreement, dated as of February 1, 1998 (the "Agreement"), and CUL transferred and assigned all of its rights, duties, obligations and liabilities under the agreement to Reinsurer effective June 30, 2004 pursuant to a Novation and Assignment Agreement dated July 26, 2004.

WHEREAS, Ceding Company and Reinsurer desire to make certain amendments to the Agreement as more particularly described herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration and for the mutual covenants set forth below, the parties hereto, intending legally to be bound, hereby agree as follows:

1. Ceding Company and Reinsurer hereby agree to insert the following to Section 5. Premium Payments and Section 6. Claims Services respectively:
 - 5.3 Ceding Company shall pay premiums to Reinsurer no less frequently than quarterly and within 90 days of receipt from insured.
 - 6.4 Notwithstanding the above, Reinsurer shall pay claims to Ceding Company no less frequently than quarterly and within 90 days of final determination and notification to Reinsurer of claim amount.
2. Unless expressly modified by this Amendment, the terms and conditions of the Agreement remain unchanged and in full force and effect.
3. This Amendment shall be binding on the parties hereto, including their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first set forth above.

AMERICAN HERITAGE LIFE INSURANCE COMPANY

By: /s/Samuel H. Pilch
 Name: Samuel H. Pilch
 Title: Group Vice President

ALLSTATE LIFE INSURANCE COMPANY

By: /s/Samuel H. Pilch
 Name: Samuel H. Pilch
 Title: Group Vice President and Controller

NOVATION AND ASSIGNMENT AGREEMENT

This NOVATION AND ASSIGNMENT AGREEMENT dated July 26, 2004 (“Agreement”) is by and among Allstate Life Insurance Company (“Allstate”), American Heritage Life Insurance Company (“AHL” or “Ceding Company”) and Columbia Universal Life Insurance Company (“CUL”).

WHEREAS, AHL, as ceding company, and CUL, as reinsurer, entered into that certain Reinsurance and Administrative Services Agreement which agreement was effective February 1, 1998 (“Reinsurance and Administrative Services Agreement”).

WHEREAS, CUL and Allstate desire to enter into this Agreement pursuant to which Allstate will take the place of and be substituted for CUL under the Reinsurance and Administrative Services Agreement, so as to effect a novation and assignment of the Reinsurance and Administrative Services Agreement to Allstate.

WHEREAS, AHL wishes to consent and agree to such novation and assignment, pursuant to the terms set forth herein.

NOW THEREFORE, in consideration of the above stated premises and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Effective June 30, 2004 (“Effective Date”), CUL hereby transfers and assigns all of CUL’s rights, duties, obligations and liabilities under the Reinsurance and Administrative Services Agreement to Allstate.
2. As of the Effective Date, Allstate hereby accepts such transfer and assignment and shall be bound by all of the terms, covenants, and conditions of the Reinsurance and Administrative Agreement in place of CUL.
3. AHL hereby:
 - a) consents to CUL’s transfer and assignment of all of CUL’s rights, duties, obligations, and liabilities under the Reinsurance and Administrative Agreement to Allstate, pursuant to the terms of this Agreement; and
 - b) as of the Effective Date, irrevocably releases and forever discharges CUL from any and all duties, obligations, and liabilities arising under the Reinsurance and Administrative Agreement, whether known or unknown, at law or in equity, in contract or in tort, reported or unreported, and whether currently existing or arising in the future, including, but not limited to, all claims, debts, demands, causes of action, sums of money, covenants, contracts, controversies, escrow accounts, trust accounts, damages, judgments, costs, expenses, and losses whatsoever (all such duties, obligations, and liabilities collectively referred to as “CUL Pre-Effective Date Liabilities”), it being the intent of the parties that Allstate shall be directly and solely liable for all CUL Pre-Effective Date Liabilities.
 - c) expressly agrees that Allstate may engage any parent company, subsidiary, affiliate or unrelated third party vendor to perform any part or all of the administrative services described in Article II of the Reinsurance and Administrative Services Agreement.

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4. This Novation and Assignment Agreement is an amendment to and is made a part of the Reinsurance and Administrative Services Agreement. Except as modified by this Agreement, all other terms, covenants, and conditions of the Reinsurance and Administrative Services Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this NOVATION AND ASSIGNMENT AGREEMENT as of the date first above written.

AMERICAN HERITAGE LIFE INSURANCE COMPANY

By: /s/ Samuel H. Pilch
 Name: Samuel H. Pilch
 Title: Group Vice President

COLUMBIA UNIVERSAL LIFE INSURANCE COMPANY

By: /s/James P. Zils
 Name: James P. Zils
 Title: Treasurer

ALLSTATE LIFE INSURANCE COMPANY

By: /s/ Samuel H. Pilch
 Name: Samuel H. Pilch
 Title: Group Vice President and Controller

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**REINSURANCE AND ADMINISTRATIVE SERVICES
AGREEMENT**

THIS AGREEMENT is entered into by and between American Heritage Life Insurance Company, a Florida Corporation located at 1776 American Heritage Life Drive, Jacksonville, Florida 32224 (“AHL” or “Ceding Company”) and Columbia Universal Life Insurance Company, a Texas Corporation, located at 11044 Research Blvd., Bldg. A, Austin Texas, 78759 (“CUL” or “Reinsurer”) effective the 1st day of February, 1998.

WHEREAS, AHL and CUL desire to develop a life insurance program identified and described in Exhibit A attached hereto (“the Business”);

WHEREAS, CUL desires to accept the risk, as well as administer and market the Business to which AHL will issue policies (“the Policies”);

WHEREAS, AHL and CUL agree to do business, are authorized to do business in accordance with the terms of this Agreement, and are properly licensed and authorized to transact said insurance business; and

WHEREAS, AHL and CUL agree to cooperate fully in the operation of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants, conditions, and promises set forth herein, AHL and CUL agree as follows:

ARTICLE I. REINSURANCE

1. General Terms

1.1 Scope of Reinsurance. As of the effective date of this Agreement, one hundred percent of the Business issued by AHL and as defined in Exhibit A shall be exclusively and automatically reinsured with CUL, including waiver of premium benefits and benefits arising from any conditional receipt issued by AHL hereunder. All reinsurance ceded shall automatically be subject to the terms and conditions set forth herein.

1.2 Plan of Reinsurance. The consideration to be paid by AHL to CUL for reinsurance hereunder shall be one hundred percent of the insurance premiums subject to this Agreement. CUL shall pay one hundred percent of the amount of all death claims incurred after the effective date, and all surrender benefits. CL shall calculate and hold reserves which are required by applicable statutes. The reinsurance shall be subject to the same terms and conditions as the policy issued by Ceding Company to the Insureds.

1.3 Liability. Upon execution of this Agreement, CUL shall be liable to Ceding Company for benefits covered by reinsurance hereunder to the same extent as ceding company is liable to the insured for such benefits, and all reinsurance shall be subject to the terms and conditions of the particular policy under which Ceding Company is liable.

1.4 Tax Credits. Except in those instances where CUL is taxed directly and independently on premiums collected by it, CUL shall reimburse AHL for taxes on insurance premiums paid to such states, if any, that do not allow insurance premiums paid to CUL by AHL as a deduction in the tax statement of AHL. Such tax reimbursement shall be at the exact tax rate applied.

2. DAC Tax - §1.848-2(g)(8) Election.

2.1 DAC Tax. Pursuant to §1.848-2(g)(8) of the Income Tax Regulations issued December, 1992 under §848 of the Internal Revenue Code of 1986, as amended, CUL and AHL agree to the following election for the current tax year and all subsequent tax years for which this Agreement remains in effect. The terms used in this Article are defined by reference to Regulation Section 1.848-2 in effect December, 1992.

2.2 The party with net positive consideration for this Agreement for each taxable year will capitalize specified policy acquisition expenses with respect to this Agreement without regard to the general deduction limitation of §848(c)(1).

2.3 Both parties agree to exchange information pertaining to the amount of net consideration under this Agreement each year to ensure consistency or as otherwise required by the Internal Revenue Service.

2.4 CUL shall submit to AHL by June 1 of each year a schedule of its calculation of the net consideration for the preceding calendar year. This schedule of calculations will be accompanied by a statement signed by an officer of the company stating that such net consideration will be reported in the tax return for the preceding calendar year.

2.5 AHL may contest such calculation by providing an alternative calculation in writing within thirty (30) days of receipt of such calculation. Unless notified otherwise, AHL will report the net consideration as determined by CUL in its tax return for the previous calendar year.

2.6 If AHL contests the calculation of the net consideration, both parties will act in good faith to reach an agreement as to the correct amount within thirty (30) days of the date the alternative calculation is submitted. If both parties reach an agreement on an amount of net consideration, both parties shall report such amount in their respective tax returns for the previous calendar year.

ARTICLE II. ADMINISTRATIVE SERVICES

1. General Administration

1.1 CUL agrees to adopt and implement procedures as mutually agreed upon with AHL to issue, service, and underwrite the Business. CUL’s administrative responsibilities are limited to those items that directly relate to the Business. AHL

agrees that CUL has all marketing and administration rights to the Business while this Agreement is in effect. It is further agreed that CUL has the right to take any rate actions, if such action is warranted by the financial performance of the Business and in accordance with regulatory requirements.

1.2 Reinsurer shall also perform administrative services on the Policies, using forms and procedures acceptable to AHL and in accordance with any and all applicable rules and regulations of regulatory authorities. CUL shall perform all administrative services relating to the Business, including but not limited to the following:

- a) Process applications for coverage according to the procedures;
- b) Prepare and issue policies or certificate booklets on forms for each eligible person or entity (“the Insureds”);
- c) Bill, receive and remit premiums;
- d) Audit premium payments and billing copies received to verify the accuracy of the payments;
- e) In addition to specific reports referenced herein, prepare and transmit to AHL, management reports containing such information as reasonably requested by AHL to properly monitor the Business;
- f) Maintain accounting records relating to the Business on behalf of AHL in a form mutually agreed by both parties. CUL shall prepare a final settlement and premium reconciliation on a quarterly basis in a format acceptable to AHL to fulfill AHL’s financial and data reporting obligations;
- g) Calculate and pay commissions to duly licensed and appointed agents in a timely fashion according to commission schedules;
- h) Handle all correspondence with brokers and subagents as well as with Insureds;
- i) Perform any other administrative services as may be agreed upon by the parties to this Agreement.

1.3 CUL agrees to bear all expenses necessary to administer the Business, including but not limited to medical examinations, inspections fees, and costs of printing all forms used in administering this Agreement.

2. Marketing Services

2.1 CUL shall have the authority to recommend agents and brokers for appointment. CUL may contract agents and brokers directly, submitting necessary appointment information as required to AHL. AHL may, at its option, refuse to appoint any proposed agent or broker, and may, at any time, refuse to accept any future business from any agent or broker proposed by CUL and accepted by AHL. CUL shall pay all license appointment and termination fees. CUL shall further administer payment of agent commissions in accordance with commission schedules.

2.2 CUL shall be responsible for all marketing and soliciting applications for the Business and shall bear the entire cost for marketing, soliciting and printing, promotional materials used for this purpose including, but not limited to, sales brochures, agent applications, agent supply order forms, sales material, underwriting and service guides, mailing envelopes, proposal request forms, any correspondence and mass-produced printings related to

marketing, other sales literature, plan rates and area classifications, and outline of coverage forms. All solicitation materials bearing the name of American Heritage Life Insurance Company shall be subject to prior written approval by AHL.

3. Underwriting Services

3.1 CUL shall underwrite all applications at its expense for the benefit of AHL. CUL shall maintain all underwriting files for AHL subject to audit by AHL with reasonable notice during normal business hours. All policy material, certificates, and written communications shall be promptly delivered by AHL to the appropriate parties at CUL.

3.2 CUL shall have authority to establish procedures for approval of applicants for coverage under the Policies.

4. Compliance

4.1 CUL shall develop all forms, policies, riders, certificates and actuarial memoranda required to comply with applicable state laws and to obtain insurance department approvals for use of policy forms. CUL shall be responsible for submission of all required filings, including rate and advertising filings, to the applicable insurance departments.

5. Premium Payments

5.1 The payment to CUL of any premiums or charges for insurance by or on behalf of an Insured shall be deemed to have been received by AHL.

5.2 CUL shall be responsible for sending coverage lapse notices to Insureds for nonpayment of premium and shall retain copies of said lapse notices for audit.

6. Claims Services

6.1 Whenever a claim is made under any reinsured policy subject to this Agreement, it shall be taken and considered by CUL to be a claim for the amount of reinsurance on such risk.

6.2 CUL shall perform the claim services listed below on behalf of AHL in strict compliance with the Policies and all applicable rules and regulations of regulatory authorities. CUL shall bear any expenses incurred in defending or investigating any claim.

- a) Determine benefits and issue payment for valid claims under the Policies;
- b) Calculate benefits and issue payment for valid life insurance and accidental death and dismemberment claims; and
- c) Maintain complete claim and claim payment records;

6.3 In every case of loss, proof of loss obtained by CUL shall likewise be taken as sufficient by AHL. Whether a claim payment is made under the strict policy conditions or compromised for a lesser amount, any settlement made by CUL shall be unconditionally binding upon AHL.

7. Records

7.1 CUL shall maintain for AHL at CUL's principal offices a complete history of all in-force policies and certificates, as well as books and records of all transactions between CUL and any Insureds, vendors, contractors, subcontractors, in accordance with its records retention schedule. CUL's records retention schedule shall comply with prudent standards of insurance record-keeping and all applicable rules and regulations of regulatory authorities. All records maintained by CUL for the Business shall be made available to AHL for inspection upon request during normal business hours and in a form consistent with the way in which they are maintained.

8. Audit

8.1 AHL shall be entitled to make audits of the records, books, and accounts of CUL relating to the Business to determine the accuracy of administration of the Business. Those audits shall be with reasonable notice and during normal business hours, and CUL shall cooperate to the fullest extent in accommodating all such audits.

8.2 CUL shall permit access to records and cooperate with the Commissioner or Director of Insurance for a given state for the purpose of examination, audit and inspection.

9. Advertisements

9.1 CUL shall not use any written or oral advertisement bearing AHL's name without AHL's express consent.

9.2 CUL is free to name the products and agrees to indemnify and hold harmless AHL in the event a conflict with a registered or non-registered trade or service mark occurs.

9.3 CUL shall be responsible for obtaining all advertising approvals required by law and maintaining a complete advertising file.

10. Complaints and Litigation

10.1 CUL shall maintain a complaint log of all complaints which complies with the respective state laws and shall make it available for review by AHL. "Complaints" for purposes of this paragraph includes any written correspondence from an insured, agent, provider, attorney or beneficiary, which primarily expresses a specific grievance and which solicits a response.

10.2 CUL and AHL shall promptly notify each other of any correspondence from or inquiries by any state regulatory agency concerning the Business, and of any litigation or written notice of suit, of which either becomes aware in connection with the Business.

10.3 CUL shall be responsible for responding to any inquiries or complaints from governmental authorities.

10.4 CUL will be responsible for and will pay court costs and attorney's fees for any legal actions arising from or relating to the Business. For any legal actions brought against AHL, CUL, or jointly against CUL and AHL relating to the Business, AHL shall have the option of defending itself or having CUL handle its defense.

11. Indemnification

11.1 CUL agrees to indemnify and hold harmless AHL from any and all claims, demands or suits brought against AHL for any losses, costs, damages, expenses and attorneys' fees arising out of or caused by the negligent, fraudulent or criminal acts of CUL's officers, agents and employees.

11.2 AHL agrees to indemnify and hold harmless CUL from any and all claims, demands or suits brought against CUL for any losses, costs, damages, expenses and attorneys' fees arising out of or caused by CUL's actions, if required to be taken or not taken at the written direction or request of AHL, provided that such losses, costs, claims, demands, damages, expenses, or fees did not arise from or were not caused by the negligence or misconduct of CUL's officers, agents, and employees in carrying out any such requirement, direction, or request.

11.3 Neither party shall be obligated under any circumstances to indemnify for in-house administrative or legal expenses.

12. Limitation of Liability

12.1 CUL and AHL agree to exercise ordinary care in the performance of obligations under this Agreement. In no event shall either party be liable for any indirect damages, including without limitation any consequential, incidental, special or exemplary damages, even if the party has been advised of the possibility of such damages. Unless otherwise provided in writing, the maximum liability of either party to the other shall be limited to actual damages and out of pocket expenses. The parties make no warranties, express or implied, in law or in fact.

13. Relationship of the Parties

13.1 This contract, together with any exhibits, constitutes the entire agreement between AHL and CUL and supersedes all prior agreements, oral or written. No waiver or modification of any of the same terms or conditions hereof shall be valid or binding on the

parties unless in writing and signed by both parties.

13.2 This Agreement may not be assigned in whole or in part by CUL without the prior written consent of AHL. Any assignee shall be bound by the terms of this Agreement.

14. Regulatory Authorities

14.1 In the conduct of its business and in the performance of its obligations under this Agreement, CUL shall comply with all applicable statutes, ordinances, rules and regulations of any and all federal, state, and municipal regulatory authorities. Where requirements of any state law conflict with any of the terms of this Agreement, the former shall control, but only with respect to the state in which it applies.

14.2 It is understood and agreed that any change to this Agreement regarding and affecting business written or administered for residents in states which require notice of such changes be communicated to the appropriate regulatory authorities, shall be complied with in full by CUL.

15. Error & Oversight

15.1 If, unintentionally and through error or oversight, either AHL or CUL fails to comply with the terms of this Agreement, and if, upon discovery by one of such failure, the other is immediately notified, then the duties and responsibilities of both AHL and CUL shall be as if each had complied with the terms of this Agreement, subject always to correction of the error or oversight.

16. Term - Termination

16.1 This Agreement shall be unlimited as to its duration. The reinsurance with CUL on all policies reinsured under this Agreement shall be maintained in force as long as such policies remain in force either continuously, by reinstatement, by substitution, or conversion, notwithstanding termination of this Agreement. CUL shall remain liable thereon until termination or expiration of the insurance reinsured. No reinsurance on any policy may be reduced or recaptured by AHL.

16.2 This Agreement shall terminate automatically when all the policies under this Agreement have expired. This Agreement may also be terminated by the mutual agreement of both parties at any time. Upon notice of termination by either party, AHL shall have the right to instruct CUL to cease all sales and solicitation of the Business.

17. Insolvency

17.1 *Definition of insolvency.* For purposes of this section, either party shall be deemed insolvent if: a) a court order is issued voluntarily or involuntarily placing it into conservatorship, rehabilitation, receivership, or liquidation, or appointing a conservator, rehabilitator, receiver or liquidator to take over its business; or b) it has

filed or consents to the filing of petition in bankruptcy, seeks reorganization or an arrangement with creditors or takes advantage of any bankruptcy, dissolution, liquidation or similar law or statute.

17.2 *Insolvency of CUL.* In the event of the insolvency of CUL, all payments due to CUL by AHL shall be payable directly to CUL, its liquidator, receiver, or statutory successor on the basis of the liability of AHL under the policies reinsured without diminution because of insolvency.

17.3 *Insolvency of AHL.* In the event of the insolvency of AHL, all payments due to AHL by CUL shall be payable directly to AHL, its liquidator, receiver, or statutory successor on the basis of the liability of CUL under the policies reinsured without diminution because of insolvency.

17.4 Any debts or credits, matured or unmatured, liquidated or unliquidated, in favor of or against either party with respect to this Agreement are deemed mutual debts or credits, as the case may be, and will be offset, and only the balance will be allowed or paid.

18. Amendment of Agreement

18.1 This Agreement shall not be modified or amended except in writing signed by an officer of CUL and an officer of AHL.

19. Controlling Law

19.1 This Agreement shall be subject to and construed under the laws of the State of Florida without regard to conflict of law principles. If any part, term, or provision of this Agreement shall be held void, illegal, or unenforceable, the validity of the remaining portions or provisions shall not be affected thereby.

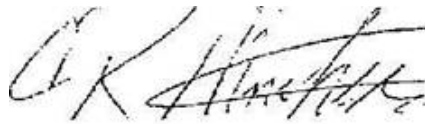
20. Waiver or Breach

20.1 Failure to insist upon strict compliance with any of the terms herein shall not operate, or be construed, as a continuing waiver of such provision or any other provision in this Agreement. This right to insist upon full compliance and performance of such terms in the future and to invoke any and all applicable remedies for breach shall not be affected by any prior waiver or excuse of performance.

21. Counterparts

21.1 It is understood and agreed that this Agreement may be executed in identical counterparts, each of which shall be deemed an original for all purposes.

AMERICAN HERITAGE LIFE INSURANCE COMPANY



By: C. RICHARD MOREHEAD
President

COLUMBIA UNIVERSAL LIFE INSURANCE COMPANY



By: MIKE PINKHAM
President and CEO

**EXHIBIT A
INSURANCE PROGRAMS**

Insurance Programs (the "Business") subject to this Agreement constitute all the following life insurance and annuity policies administered by CUL.

<u>INSURANCE PROGRAMS</u>	<u>STATE</u>	<u>FORM NO.</u>
Simplified Issue Whole Life (SIWL) Final Expense	NC	L-D022
Summer Pay Annuity for Retirement (SPAR)	NC, VA	A-B021

Projected Annualized Premiums of Production Under Reinsurance and Administrative Services Agreement

1999 through 2001

by and between

Columbia Universal Life Insurance Company and American Heritage Life Insurance Company

	1999	
<u>LIFE</u>		<u>ANNUITY</u>
\$5,000		\$8,000,000
	2000	
<u>LIFE</u>		<u>ANNUITY</u>
\$0		\$12,000,000
	2001	
<u>LIFE</u>		<u>ANNUITY</u>
\$0		\$18,000,000
<u>TOTALS</u>	\$5,000	\$38,000,000

