

The Allstate Advisor Variable Annuities  
(Advisor, Advisor Plus, Advisor Preferred)

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Prospectus dated May 1, 2009

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Allstate Life Insurance Company ("Allstate Life") is offering the following individual and group flexible premium deferred variable annuity contracts (each, a "Contract"):

- . Allstate Advisor
- . Allstate Advisor Plus
- . Allstate Advisor Preferred

This prospectus contains information about each Contract that you should know before investing. Please keep it for future reference. Not all Contracts may be available in all states or through your sales representative. Please check with your sales representative for details.

Each Contract currently offers several investment alternatives ("investment alternatives"). The investment alternatives include up to 3 fixed account options ("Fixed Account Options"), depending on the Contract, and include 56\* variable sub-accounts ("Variable Sub-Accounts") of the Allstate Financial Advisors Separate Account I ("Variable Account"). Each Variable Sub-Account invests exclusively in shares of the following funds ("Funds"):

Fidelity(R) Variable Insurance Products (Service Class 2)	Putnam Variable Trust (Class IB)
Franklin Templeton Variable Insurance Products Trust (Class 2)	Van Kampen Life Investment Trust (Class II)
Lord Abbett Series Fund, Inc. (Class VC)	The Universal Institutional Funds, Inc. (Class I & II)
Oppenheimer Variable Account Funds (Service Shares)	

\* Certain Variable Sub-Accounts may not be available depending on the date you purchased your Contract. Please see page 44-47 for information about Variable Sub-Account and/or Portfolio liquidations, mergers, closures and name changes.

Each Fund has multiple investment Portfolios ("Portfolios"). Not all of the Funds and/or Portfolios, however, may be available with your Contract. You should check with your sales representative for further information on the availability of the Funds and/or Portfolios. Your annuity application will list all available Portfolios.

For Allstate Advisor Plus Contracts, each time you make a purchase payment, we will add to your Contract value ("Contract Value") a credit enhancement ("Credit Enhancement") of up to 5% (depending on the issue age and your total purchase payments) of such purchase payment. Expenses for this Contract may be higher than a Contract without the Credit Enhancement. Over time, the amount of the Credit Enhancement may be more than offset by the fees associated with the Credit Enhancement.

We (Allstate Life) have filed a Statement of Additional Information, dated May 1, 2009, with the Securities and Exchange Commission ("SEC"). It contains more information about each Contract and is incorporated herein by reference, which means that it is legally a part of this prospectus. Its table of contents appears on page 91 of this prospectus. For a free copy, please write or call us at the address or telephone number above, or go to the SEC's Web site (<http://www.sec.gov>). You can find other information and documents about us, including documents that are legally part of this prospectus, at the SEC's Web site.

IMPORTANT The Securities and Exchange Commission has not approved or disapproved the securities  
NOTICES described in this prospectus, nor has it passed on the accuracy or the adequacy of this  
prospectus. Anyone who tells you otherwise is committing a federal crime.

The Contracts may be distributed through broker-dealers that have relationships with banks or other financial institutions or by employees of such banks. However, the Contracts are not deposits in, or obligations of, or guaranteed or endorsed by, such institutions or any federal regulatory agency. Investment in the Contracts involves investment risks, including possible loss of principal.

The Contracts are not FDIC insured.

Table of Contents

	Page
-----	
Overview	
-----	
Important Terms	4
-----	
Overview of Contracts	6
-----	
The Contracts at a Glance	7
-----	
How the Contracts Work	12
-----	
Expense Table	13
-----	
Financial Information	17
-----	
Contract Features	
-----	
The Contracts	17
-----	
Purchases	20
-----	
Contract Value	21
-----	
Investment Alternatives	44
-----	
The Variable Sub-Accounts	44
-----	
The Fixed Account Options	50
-----	
Transfers	54
-----	
Expenses	56
-----	
Access to Your Money	62
-----	
Income Payments	63
-----	
Death Benefits	72
-----	

	Page
-----	
Other Information	
-----	
More Information	80
-----	
Taxes	83
-----	
Annual Reports and Other Documents	90
-----	
Statement of Additional Information Table of Contents	91
-----	
Appendix A - Allstate Advisor Contract Comparison Chart	92
-----	
Appendix B - Market Value Adjustment	94
-----	
Appendix C - Calculation of Income Protection Benefit	96
-----	
Appendix D - Withdrawal Adjustment Example - Income Benefits	97
-----	
Appendix E - Withdrawal Adjustment Example - Death Benefits	98
-----	
Appendix F - Calculation of Earnings Protection Death Benefit	99
-----	
Appendix G - Withdrawal Adjustment Example - TrueReturn Accumulation Benefit	101
-----	
Appendix H - SureIncome Withdrawal Benefit Option Calculation Examples	102
-----	
Appendix I - SureIncome Plus Withdrawal Benefit Option Calculation Examples	104
-----	
Appendix J - SureIncome for Life Withdrawal Benefit Option Calculation Examples	106
-----	
Appendix K - Accumulation Unit Values	110
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## Important Terms

This prospectus uses a number of important terms that you may not be familiar with. The index below identifies the page that describes each term. The first use of each term in this prospectus appears in highlights.

	Page
AB Factor	22
Accumulation Benefit	22
Accumulation Phase	12
Accumulation Unit	17
Accumulation Unit Value	17
Allstate Life ("We")	80
Annuitant	18
Automatic Additions Program	10
Automatic Portfolio Rebalancing Program	10
Beneficiary	12
Benefit Base (for the TrueReturn Accumulation Benefit Option)	8
Benefit Base (for the SureIncome Withdrawal Benefit Option)	8
Benefit Base (for the SureIncome Plus Withdrawal Benefit Option)	8
Benefit Base (for the SureIncome For Life Withdrawal Benefit Option)	8
Benefit Payment (for the SureIncome Withdrawal Benefit Option)	31
Benefit Payment (for the SureIncome Plus Withdrawal Benefit Option)	34
Benefit Payment (for the SureIncome For Life Withdrawal Benefit Option)	38
Benefit Payment Remaining (for the SureIncome Withdrawal Benefit Option)	30
Benefit Payment Remaining (for the SureIncome Plus Withdrawal Benefit Option)	34
Benefit Payment Remaining (for the SureIncome For Life Withdrawal Benefit Option)	38
Benefit Year (for the SureIncome Withdrawal Benefit Option)	31
Benefit Year (for the SureIncome Plus Withdrawal Benefit Option)	34
Benefit Year (for the SureIncome For Life Withdrawal Benefit Option)	38
Co-Annuitant	9
*Contract	17
Contract Anniversary	8
Contract Owner ("You")	17
Contract Value	1
Contract Year	9
Credit Enhancement	1
Dollar Cost Averaging Program	10
Due Proof of Death	72
Earnings Protection Death Benefit Option	8
Enhanced Beneficiary Protection (Annual Increase) Option	8
Excess of Earnings Withdrawal	75

Fixed Account Options	50
Free Withdrawal Amount	60
Funds	1
Guarantee Option	22
Guarantee Period Accounts	51
Income Base	9
Income Plan	63
Income Protection Benefit Option	9
In-Force Earnings	74
In-Force Premium	74
Investment Alternatives	10
IRA Contract	9
Issue Date	12
Market Value Adjustment	11
Maximum Anniversary Value	8
Maximum Anniversary Value (MAV) Death Benefit Option	8
Payout Phase	12
Payout Start Date	63
Portfolios	80
Qualified Contract	17
Retirement Income Guarantee Options	70
Return of Premium Death Benefit	11
Rider Anniversary	22
Rider Application Date	8
Rider Date (for the TrueReturn Accumulation Benefit Option)	22
Rider Date (for the SureIncome Withdrawal Benefit Option)	31
Rider Date (for the SureIncome Plus Withdrawal Benefit Option)	34
Rider Date (for the SureIncome For Life Withdrawal Benefit Option)	38
Rider Fee (for the TrueReturn Accumulation Benefit Option)	8
Rider Fee (for the SureIncome Withdrawal Benefit Option)	8
Rider Fee (for the SureIncome Plus Withdrawal Benefit Option)	8
Rider Fee (for the SureIncome For Life Withdrawal Benefit Option)	8
Rider Fee Percentage	57
Rider Maturity Date	22
Rider Period	8
Rider Trade-In Option (for the TrueReturn Accumulation Benefit Option)	29
Rider Trade-In Option (for the SureIncome Withdrawal Benefit Option)	33
Right to Cancel	21

	Page
SEC	55
Settlement Value	72
Spousal Protection Benefit (Co-Annuitant) Option	9
Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirements Accounts	9
Standard Fixed Account Option	50
SureIncome Covered Life	38
SureIncome Option Fee	8
SureIncome Plus Option	8
SureIncome Plus Option Fee	8
SureIncome Plus Withdrawal Benefit Option	8
SureIncome For Life Option	8
SureIncome For Life Option Fee	8
SureIncome For Life Withdrawal Benefit Option	8
SureIncome ROP Death Benefit	11
SureIncome Withdrawal Benefit Option	30
Systematic Withdrawal Program	10
Tax Qualified Contract	86
Transfer Period Accounts	24
Trial Examination Period	7
TrueBalance/SM/ Asset Allocation Program	10
TrueReturn/SM/ Accumulation Benefit Option	8

	Page
Valuation Date	20
Variable Account	80
Variable Sub-Account	44
Withdrawal Benefit Factor (for the SureIncome Withdrawal Benefit Option)	31
Withdrawal Benefit Factor (For the SureIncome Plus Withdrawal Benefit Option)	35
Withdrawal Benefit Factor (for the SureIncome For Life Withdrawal Benefit Option)	38
Withdrawal Benefit Payout Phase (for the SureIncome Withdrawal Benefit Option)	30
Withdrawal Benefit Payout Phase (for the SureIncome Plus Withdrawal Benefit Option)	34
Withdrawal Benefit Payout Phase (for the SureIncome For Life Withdrawal Benefit Option)	36
Withdrawal Benefit Payout Start Date (for the SureIncome Withdrawal Benefit Option)	32
Withdrawal Benefit Payout Start Date (for the SureIncome Plus Withdrawal Benefit Option)	36
Withdrawal Benefit Payout Start Date (for the SureIncome For Life Withdrawal Benefit Option)	40
Withdrawal Benefit Option	30
Withdrawal Benefit Option Fee	59

\* In certain states a Contract may be available only as a group Contract. If you purchase a group Contract, we will issue you a certificate that represents

your ownership and that summarizes the provisions of the group Contract. References to "Contract" in this prospectus include certificates, unless the context requires otherwise. References to "Contract" also include all three Contracts listed on the cover page of this prospectus, unless otherwise noted. However, we administer each Contract separately.



## Overview of Contracts

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The Contracts offer many of the same basic features and benefits.+ They differ primarily with respect to the charges imposed, as follows:

- .. The Allstate Advisor Contract has a mortality and expense risk charge of 1.10%, an administrative expense charge of 0.19%\*, and a withdrawal charge of up to 7% with a 7-year withdrawal charge period;
- .. The Allstate Advisor Plus Contract offers Credit Enhancement of up to 5% on purchase payments, a mortality and expense risk charge of 1.40%, an administrative expense charge of 0.19%\*, and a withdrawal charge of up to 8.5% with an 8-year withdrawal charge period;
- .. The Allstate Advisor Preferred Contract with 5-year Withdrawal Charge Option ("Package III") has a mortality and expense risk charge of 1.40%, an administrative expense charge of 0.19%\*, and a withdrawal charge of up to 7% with a 5-year withdrawal charge period;
- .. The Allstate Advisor Preferred Contract with 3-year Withdrawal Charge Option ("Package II") has a mortality and expense risk charge of 1.50%, an administrative expense charge of 0.19%\*, and a withdrawal charge of up to 7% with a 3-year withdrawal charge period; and
- .. The Allstate Advisor Preferred Contract with No Withdrawal Charge Option ("Package I") has a mortality and expense risk charge of 1.60%, an administrative expense charge of 0.19%\*, and no withdrawal charges.

Other differences among the Contracts relate to available Fixed Account Options. For a side-by-side comparison of these differences, please refer to Appendix A of this prospectus.

+ Some broker/dealers and banks may limit the purchase of optional benefits and may limit participation in certain programs. Your individual sales representative will describe any such limitations to you.

\* The administrative expense charge may be increased, but will never exceed 0.35%. Once your Contract is issued, we will not increase the administrative expense charge for your Contract.

The Contracts at a Glance

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The following is a snapshot of the Contracts. Please read the remainder of this prospectus for more information.

Flexible Payments

We are no longer offering new contracts. You can add to your Contract as often and as much as you like, but each subsequent payment must be at least \$1,000 (\$50 for automatic payments).

We reserve the right to accept a lesser initial purchase payment amount for each Contract. We may limit the cumulative amount of purchase payments to a maximum of \$1,000,000 in any Contract.

For Allstate Advisor Plus Contracts, each time you make a purchase payment, we will add to your Contract Value a Credit Enhancement of up to 5% of such purchase payment.

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Trial Examination Period

You may cancel your Contract within 20 days of receipt or any longer period as your state may require ("Trial Examination Period"). Upon cancellation, we will return your purchase payments adjusted, to the extent federal or state law permits, to reflect the investment experience of any amounts allocated to the Variable Account, including the deduction of mortality and expense risk charges and administrative expense charges. If you cancel your Contract during the Trial Examination Period, the amount we refund to you will not include any Credit Enhancement. See "Trial Examination Period" for details.

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Expenses

Each Portfolio pays expenses that you will bear indirectly if you invest in a Variable Sub-Account. You also will bear the following expenses:

Allstate Advisor Contracts

- . Annual mortality and expense risk charge equal to 1.10% of average daily net assets.
- . Withdrawal charges ranging from 0% to 7% of purchase payments withdrawn.

Allstate Advisor Plus Contracts

- . Annual mortality and expense risk charge equal to 1.40% of average daily net assets.
- . Withdrawal charges ranging from 0% to 8.5% of purchase payments withdrawn.

Allstate Advisor Preferred Contracts (with 5-year Withdrawal Charge Option)

- . Annual mortality and expense risk charge equal to 1.40% of average daily net assets.
- . Withdrawal charges ranging from 0% to 7% of purchase payments withdrawn.

Allstate Advisor Preferred Contracts (with 3-year Withdrawal Charge Option)

- . Annual mortality and expense risk charge equal to 1.50% of average daily net assets.
- . Withdrawal charges ranging from 0% to 7% of purchase payments withdrawn.

Allstate Advisor Preferred Contracts (with No Withdrawal Charge Option)

- . Annual mortality and expense risk charge equal to 1.60% of average daily net assets.
- . No withdrawal charge.

All Contracts

- . Annual administrative expense charge of 0.19% (up to 0.35% for future Contracts).
- . Annual contract maintenance charge of \$30 (waived in certain cases).
- . If you select the Maximum Anniversary Value (MAV) Death Benefit Option ("MAV Death Benefit Option") you will pay an additional mortality and expense risk charge of 0.20%\* (up to 0.30% for Options added in the future).
- . If you select Enhanced Beneficiary Protection (Annual Increase) Option, you will pay an additional mortality and expense risk charge of 0.30%\*.
- . If you select the Earnings Protection Death Benefit Option you will pay an additional mortality and expense risk charge of 0.25% or 0.40% (up to 0.35% or 0.50% for Options added in the future) depending on the age of the oldest Owner and oldest Annuitant on the date we receive the completed application or request to add the benefit, whichever is later ("Rider Application Date").
- . If you select the TrueReturn/SM/ Accumulation Benefit Option ("TrueReturn Option") you would pay an additional annual fee ("Rider Fee") of 0.50% (up to 1.25% for Options added in the future) of the Benefit Base in effect on each Contract anniversary ("Contract Anniversary") during the Rider Period. You may not select the TrueReturn Option together with a Retirement Income Guarantee Option or any Withdrawal Benefit Option.
- . If you select the SureIncome Option, you would pay an additional annual fee ("SureIncome Option Fee") of 0.50% of the Benefit Base on each Contract Anniversary (see the SureIncome Option Fee section). You may not select the SureIncome Option together with a Retirement Income Guarantee Option, a TrueReturn Option or any other Withdrawal Benefit Option.
- . If you select the SureIncome Plus Withdrawal Benefit Option ("SureIncome Plus Option") you would pay an additional annual fee ("SureIncome Plus Option Fee") of 0.65% (up to 1.25% for Options added in the future) of the Benefit Base on each Contract Anniversary (see the SureIncome Plus Option Fee section). You may not select the SureIncome Plus Option together with a Retirement Income Guarantee Option, a TrueReturn Option or any other Withdrawal Benefit Option.
- . If you select the SureIncome For Life Withdrawal Benefit Option ("SureIncome For Life Option") you would pay an additional annual fee ("SureIncome For Life Option Fee") of 0.65% (up to 1.25% for Options added in the future) of the Benefit Base on each Contract Anniversary (see the SureIncome For Life Option Fee section). You may not select the SureIncome For Life Option together with a Retirement Income Guarantee Option, a TrueReturn Option or any other Withdrawal Benefit Option.

- . We discontinued offering Retirement Income Guarantee Option 1 ("RIG 1") as of January 1, 2004 (up to May 1, 2004 in certain states). If you elected RIG 1 prior to May 1, 2004, you will pay an additional annual fee ("Rider Fee") of 0.40%\* of the Income Base in effect on a Contract Anniversary.
  - . We discontinued offering Retirement Income Guarantee Option 2 ("RIG 2") as of January 1, 2004 (up to May 1, 2004 in certain states). If you elected RIG 2 prior to May 1, 2004, you will pay an additional annual Rider Fee of 0.55%\* of the Income Base in effect on a Contract Anniversary.
  - . If you select the Income Protection Benefit Option you will pay an additional mortality and expense risk charge of 0.50% (up to 0.75% for Options added in the future) during the Payout Phase of your Contract.
  - . If you select the Spousal Protection Benefit (Co-Annuitant) Option or Spousal Protection Benefit (Co-Annuitant Option for Custodial Individual Retirement Accounts ("CSP")) you would pay an additional annual fee ("Rider Fee") of 0.10%\*\* (up to 0.15% for Options added in the future) of the Contract Value ("Contract Value") on each Contract Anniversary. These Options are only available for certain types of IRA Contracts, which are Contracts issued with an Individual Retirement Annuity or Account ("IRA") under Section 408 of the Internal Revenue Code. The CSP is only available for certain Custodial Individual Retirement Accounts established under Section 408 of the Internal Revenue Code. For Contracts purchased on or after January 1, 2005, we may discontinue offering the Spousal Protection Benefit (Co-Annuitant) Option at any time prior to the time you elect to receive it.\*\*
- \*\* No Rider Fee was charged for these Options for Contract Owners who added these Options prior to January 1, 2005. See page 15 for details.
- . Transfer fee equal to 1.00% (subject to increase to up to 2.00%) of the amount transferred after the 12/th/ transfer in any Contract Year ("Contract Year"), which we measure from the date we issue your Contract or a Contract Anniversary.
  - . State premium tax (if your state imposes one)
  - . Not all Options are available in all states.

We may discontinue any of these options at any time prior to the time you elect to receive it.

\* Different rates apply to Contract Owners who added these options prior to May 1, 2003. See page 14 for details.

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Investment Alternatives Each Contract offers several investment alternatives including:

- . up to 3 Fixed Account Options that credit interest at rates we guarantee, and
- . 56\* Variable Sub-Accounts investing in Portfolios offering professional money management by these investment advisers:
  - . Fidelity Management & Research Company
  - . Franklin Advisers, Inc.
  - . Franklin Advisory Services, LLC
  - . Franklin Mutual Advisers, LLC
  - . Lord, Abnett & Co. LLC
  - . OppenheimerFunds, Inc.
  - . Putnam Investment Management, LLC
  - . Templeton Asset Management Ltd.
  - . Templeton Investment Counsel, LLC
  - . Van Kampen Asset Management
  - . Morgan Stanley Investment Management, Inc.\*\*

\*Certain Variable Sub-Accounts may not be available depending on the date you purchased your Contract. Please see page 44-47 for information about Sub-Account and/or Portfolio liquidations, mergers, closures and name changes.

\*\*Morgan Stanley Investment Management Inc., the adviser to the UIF Portfolios, does business in certain instances using the name Van Kampen.

Not all Fixed Account Options are available in all states or with all Contracts.

To find out current rates being paid on the Fixed Account Option(s), or to find out how the Variable Sub-Accounts have performed, please call us at 1-800-457-7617.

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Special Services For your convenience, we offer these special services:

- . Automatic Portfolio Rebalancing Program
- . Automatic Additions Program
- . Dollar Cost Averaging Program
- . Systematic Withdrawal Program
- . TrueBalance/SM/ Asset Allocation Program

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Income Payments You can choose fixed income payments, variable income payments, or a combination of the two. You can receive your income payments in one of the following ways (you may select more than one income plan):

- . life income with guaranteed number of payments
- . joint and survivor life income with guaranteed number of payments
- . guaranteed number of payments for a specified period
- . life income with cash refund
- . joint life income with cash refund
- . life income with installment refund
- . joint life income with installment refund

Prior to May 1, 2004, Allstate Life also offered two Retirement Income Guarantee Options that guarantee a minimum amount of fixed income payments you can receive if you elect to receive income payments.

In addition, we offer an Income Protection Benefit Option that guarantees that your variable income payments will not fall below a certain level.

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Death Benefits If you, the Annuitant, or Co-Annuitant die before the Payout Start Date, we will pay a death benefit subject to the conditions described in the Contract. In addition to the death benefit included in your Contract ("Return of Premium Death Benefit" or "ROP Death Benefit"), the death benefit options we currently offer include:

- . MAV Death Benefit Option;
- . Enhanced Beneficiary Protection (Annual Increase) Option; and
- . Earnings Protection Death Benefit Option

The SureIncome Plus Option and SureIncome For Life Option also include a death benefit option, the SureIncome Return of Premium Death Benefit, ("SureIncome ROP Death Benefit").

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Transfers Before the Payout Start Date, you may transfer your Contract Value among the investment alternatives, with certain restrictions. The minimum amount you may transfer is \$100 or the amount remaining in the investment alternative, if less. The minimum amount that can be transferred into the Standard Fixed Account or Market Value Adjusted Account Options is \$100.

A charge may apply after the 12/th/ transfer in each Contract Year.

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Withdrawals You may withdraw some or all of your Contract Value at any time during the Accumulation Phase and during the Payout Phase in certain cases. In general, you must withdraw at least \$50 at a time. Withdrawals taken prior to the Payout Start Date are generally considered to come from the earnings in the Contract first. If the Contract is tax-qualified, generally all withdrawals are treated as distributions of earnings. Withdrawals of earnings are taxed as ordinary income and, if taken prior to age 59 1/2, may be subject to an additional 10% federal tax penalty. A withdrawal charge and a Market Value Adjustment may also apply.

If any withdrawal reduces your Contract Value to less than \$1,000, we will treat the request as a withdrawal of the entire Contract Value, unless a Withdrawal Benefit Option is in effect under your Contract. Your Contract will terminate if you withdraw all of your Contract Value.

Each Contract basically works in two ways.

First, each Contract can help you (we assume you are the "Contract Owner") save for retirement because you can invest in your Contract's investment alternatives and generally pay no federal income taxes on any earnings until you withdraw them. You do this during what we call the "Accumulation Phase" of the Contract. The Accumulation Phase begins on the date we issue your Contract (we call that date the "Issue Date") and continues until the Payout Start Date, which is the date we apply your money to provide income payments. During the Accumulation Phase, you may allocate your purchase payments to any combination of the Variable Sub-Accounts and/or Fixed Account Options. If you invest in a Fixed Account Option, you will earn a fixed rate of interest that we declare periodically. If you invest in any of the Variable Sub-Accounts, your investment return will vary up or down depending on the performance of the corresponding Portfolios.

Second, each Contract can help you plan for retirement because you can use it to receive retirement income for life and/or for a pre-set number of years, by selecting one of the income payment options (we call these "Income Plans") described on page 63. You receive income payments during what we call the "Payout Phase" of the Contract, which begins on the Payout Start Date and continues until we make the last payment required by the Income Plan you select. During the Payout Phase, if you select a fixed income payment option, we guarantee the amount of your payments, which will remain fixed. If you select a variable income payment option, based on one or more of the Variable Sub-Accounts, the amount of your payments will vary up or down depending on the performance of the corresponding Portfolios. The amount of money you accumulate under your Contract during the Accumulation Phase and apply to an Income Plan will determine the amount of your income payments during the Payout Phase.

The timeline below illustrates how you might use your Contract.

[FLOW CHART]

Other income payment options are also available. See "Income Payments."

As the Contract Owner, you exercise all of the rights and privileges provided by the Contract. If you die, any surviving Contract Owner or, if there is none, the Beneficiary will exercise the rights and privileges provided by the Contract. See "The Contracts." In addition, if you die before the Payout Start Date, we will pay a death benefit to any surviving Contract Owner or, if there is none, to your Beneficiary. See "Death Benefits."

Please call us at 1-800-457-7617 if you have any question about how the Contracts work.

Expense Table

The table below lists the expenses that you will bear directly or indirectly when you buy a Contract. The table and the examples that follow do not reflect premium taxes that may be imposed by the state where you reside. For more information about Variable Account expenses, see "Expenses," below. For more information about Portfolio expenses, please refer to the prospectuses for the Portfolios.

Contract Owner Transaction Expenses

Withdrawal Charge (as a percentage of purchase payments withdrawn)\*

Number of Complete Years Since We Received the Purchase Payment Being Withdrawn/Applicable Charge:

Contract:	0	1	2	3	4	5	6	7	8+
Allstate Advisor	7%	7%	6%	5%	4%	3%	2%	0%	0%
Allstate Advisor Plus	8.5%	8.5%	8.5%	7.5%	6.5%	5.5%	4%	2.5%	0%
Allstate Advisor Preferred with:									
5-Year Withdrawal Charge Option	7%	6%	5%	4%	3%	0%			
3-Year Withdrawal Charge Option	7%	6%	5%	0%					
No Withdrawal Charge Option			None						

All Contracts:

Annual Contract Maintenance Charge	\$30**
Transfer Fee	up to 2.00% of the amount transferred***

\* Each Contract Year, you may withdraw a portion of your purchase payments (and/or your earnings, in the case of Charitable Remainder Trusts) without incurring a withdrawal charge ("Free Withdrawal Amount"). See "Withdrawal Charges" for more information.

\*\* Waived in certain cases. See "Expenses."

\*\*\* Applies solely to the 13th and subsequent transfers within a Contract Year, excluding transfers due to dollar cost averaging and automatic portfolio rebalancing. We are currently assessing a transfer fee of 1.00% of the amount transferred, however, we reserve the right to raise the transfer fee to up to 2.00% of the amount transferred.

Variable Account Annual Expenses (as a percentage of average daily net asset value deducted from each Variable Sub-Account)

If you select the basic Contract without any optional benefits, your Variable Account expenses would be as follows:

Basic Contract (without any optional benefit)	Mortality and Expense Risk Charge	Administrative Expense Charge*	Total Variable Account Annual Expense
Allstate Advisor	1.10%	0.19%	1.29%
Allstate Advisor Plus	1.40%	0.19%	1.59%
Allstate Advisor Preferred (5- year Withdrawal Charge Option)	1.40%	0.19%	1.59%
Allstate Advisor Preferred (3- year Withdrawal Charge Option)	1.50%	0.19%	1.69%
Allstate Advisor Preferred (No Withdrawal Charge Option)	1.60%	0.19%	1.79%

\* We reserve the right to raise the administrative expense charge to 0.35%. However, we will not increase the charge once we issue your Contract.

Each Contract also offers optional riders that may be added to the Contract. For each optional rider you select, you would pay the following additional mortality and expense risk charge associated with each rider.

MAV Death Benefit Option	0.20%* (up to 0.30% for Options added in the future)
Enhanced Beneficiary Protection (Annual Increase) Option	0.30%*
Earnings Protection Death Benefit Option (issue age 0-70)	0.25% (up to 0.35% for Options added in the future)
Earnings Protection Death Benefit Option (issue age 71-79)	0.40% (up to 0.50% for Options added in the future)

\* For Contract Owners who added the MAV Death Benefit Option or Enhanced Beneficiary Protection (Annual Increase) Option prior to May 1, 2003, the additional mortality and expense risk charge associated with each Option is 0.15%.



If you select the Options with the highest possible combination of mortality and expense risk charges, your Variable Account expenses would be as follows, assuming current expenses:

Contract with the MAV Death Benefit Option, Enhanced Beneficiary Protection (Annual Increase) Option, and Earnings Protection Death Benefit Option (issue age 71-79)	Mortality and Expense Risk Charge*	Administrative Expense Charge*	Total Variable Account Annual Expense
Allstate Advisor	2.00%	0.19%	2.19%
Allstate Advisor Plus	2.30%	0.19%	2.49%
Allstate Advisor Preferred (5- year Withdrawal Charge Option)	2.30%	0.19%	2.49%
Allstate Advisor Preferred (3- year Withdrawal Charge Option)	2.40%	0.19%	2.59%
Allstate Advisor Preferred (No Withdrawal Charge Option)	2.50%	0.19%	2.69%

\* As described above the administrative expense charge and the mortality and expense charge for certain Options may be higher for future Contracts. However, we will not increase the administrative expense charge once we issue your Contract, and we will not increase the charge for an Option once we add the Option to your Contract.

TrueReturn/SM/ Accumulation Benefit Option Fee

(annual rate as a percentage of Benefit Base on each Contract Anniversary)

TrueReturn/SM/ Accumulation Benefit Option 0.50%\*

\* Up to 1.25% for Options added in the future. See "TrueReturn/SM/ Accumulation Benefit Option" for details.

SureIncome Withdrawal Benefit Option Fee

(annual rate as a percentage of Benefit Base on each Contract Anniversary)

SureIncome Withdrawal Benefit Option 0.50%\*

\* Up to 1.25% for SureIncome Options added in the future. See "SureIncome Withdrawal Benefit Option" for details.

SureIncome Plus Withdrawal Benefit Option Fee

(annual rate as a percentage of Benefit Base on each Contract Anniversary)

SureIncome Plus Withdrawal Benefit Option 0.65%\*

\* Up to 1.25% for SureIncome Plus Options added in the future. See "SureIncome Plus Withdrawal Benefit Option" for details.

SureIncome For Life Withdrawal Benefit Option Fee

(annual rate as a percentage of Benefit Base on each Contract Anniversary)

SureIncome For Life Withdrawal Benefit Option 0.65%\*

\* Up to 1.25% for SureIncome For Life Options added in the future. See "SureIncome For Life Withdrawal Benefit Option" for details.

Retirement Income Guarantee Option Fee\*

If you selected RIG 1, you would pay a Rider Fee at the annual rate of 0.40%\*\* of the Income Base in effect on a Contract Anniversary. If you selected RIG 2, you would pay an additional Rider Fee at the annual rate of 0.55%\*\* of the Income Base in effect on a Contract Anniversary. See "Retirement Income Guarantee Options" for details.

\*We discontinued offering the Retirement Income Guarantee Options as of January 1, 2004 (up to May 1, 2004 in certain states). Fees shown apply to

Contract Owners who selected an Option prior to January 1, 2004 (up to May 1, 2004 in certain states).

\*\* For Contract Owners who added RIG 1 prior to May 1, 2003, the annual rate is 0.25%. For Contract Owners who added RIG 2 prior to May 1, 2003, the annual rate is 0.45%.

Spousal Protection Benefit (Co-Annuitant) Option Fee

(as a percentage of Contract Value on each Contract Anniversary)

Spousal Protection Benefit (Co-Annuitant) Option	0.10%*
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\*Applies to Contract Owners who select the Option on or after January 1, 2005. Up to 0.15% for options added in the future.

Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts Fee

(as a percentage of Contract Value on each Contract Anniversary)

Spousal Protection Benefit (Co-Annuitant) Option	0.10%*
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\*Applies to Contract Owners who select the Option on or after January 1, 2005. Up to 0.15% for options added in the future.

If you select the Spousal Protection Benefit (Co-Annuitant) Option or Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts on or after January 1, 2005, you will pay a Rider Fee at the annual rate of 0.10% of the Contract Value on each Contract Anniversary. We reserve the right to increase the annual Rider Fee to up to 0.15% of the Contract Value. If you selected either of these Options prior to January 1, 2005, there is no charge associated with your Option. See "Spousal Protection Benefit (Co-Annuitant) Option Fee and Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts Fee" for details.

Income Protection Benefit Option

The Contracts are also available with the Income Protection Benefit Option. See "Income Payments - Income Protection Benefit Option," below, for a description of the Option. The charge for the Income Protection Benefit Option is currently 0.50% of the average daily net Variable Account assets supporting the variable income payments to which the Income Protection Benefit Option applies. The charge for the Income Protection Benefit Option applies during the Payout Phase. We reserve the right to raise the Income Protection Benefit Option charge to up to 0.75%. Once your Income Protection Benefit Option is in effect, however, we may not change the fee that applies to your Contract. See "Expenses - Mortality and Expense Risk Charge," below, for details.

PORTFOLIO ANNUAL EXPENSES - Minimum and Maximum

The next table shows the minimum and maximum total operating expenses charged by the Portfolios that you may pay periodically during the time that you own the Contract. Advisers and/or other service providers of certain Portfolios may have agreed to waive their fees and/or reimburse Portfolio expenses in order to keep the Portfolios' expenses below specified limits. The range of expenses shown in this table does not show the effect of any such fee waiver or expense reimbursement. More detail concerning each Portfolio's fees and expenses appears in the prospectus for each Portfolio.

PORTFOLIO ANNUAL EXPENSES

	Minimum	Maximum
Total Annual Portfolio Operating Expenses/(1)/ (expenses that are deducted from Portfolio assets, which may include management fees, distribution and/or services (12b-1) fees, and other expenses)	0.35%	1.79%

(1)Expenses are shown as a percentage of Portfolio average daily net assets (before any waiver or reimbursement) as of December 31, 2008 (except as otherwise noted).

Example 1

This Example is intended to help you compare the cost of investing in the Contracts with the cost of investing in other variable annuity contracts. These costs include Contract owner transaction expenses, Contract fees, Variable Account annual expenses, and Portfolio fees and expenses.

The example shows the dollar amount of expenses that you would bear directly or indirectly if you:

- .. invested \$10,000 in the Contract for the time periods indicated;
- .. earned a 5% annual return on your investment;
- .. surrendered your Contract, or you began receiving income payments for a specified period of less than 120 months, at the end of each time period;
- .. elected the MAV Death Benefit Option and the Enhanced Beneficiary Protection (Annual Increase) Option;
- .. elected the Earnings Protection Death Benefit Option (assuming issue age 71-79);
- .. elected the Spousal Protection Benefit (Co-Annuitant) Option; and
- .. elected the SureIncome Plus Withdrawal Benefit Option.



The example does not include any taxes or tax penalties you may be required to pay if you surrender your Contract.

The first line of the example assumes that the maximum fees and expenses of any of the Portfolios are charged. The second line of the example assumes that the minimum fees and expenses of any of the Portfolios are charged. Your actual expenses may be higher or lower than those shown below.

	Allstate Advisor				Allstate Advisor Plus				Allstate Advisor Preferred (with 5 Year Withdrawal Charge Option)				
	1 Year	3 Years	5 Years	10 Years	1 Year	3 Years	5 Years	10 Years	1 Year	3 Years	5 Years	10 Years	
Costs Based on Maximum Annual Portfolio Expenses	\$1,111	\$1,982	\$2,863	\$5,288	\$1,269	\$2,282	\$3,215	\$5,529	\$1,057	\$1,985	\$2,748	\$5,529	
Costs Based on Minimum Annual Portfolio Expenses	\$ 964	\$1,552	\$2,170	\$4,021	\$1,122	\$1,855	\$2,531	\$4,300	\$ 909	\$1,558	\$2,063	\$4,300	

	Allstate Advisor Preferred (with 3-Year Withdrawal Charge Option)				Allstate Advisor Preferred (with No Withdrawal Charge Option)			
	1 Year	3 Years	5 Years	10 Years	1 Year	3 Years	5 Years	10 Years
Costs Based on Maximum Annual Portfolio Expenses	\$1,067	\$1,674	\$2,794	\$5,607	\$567	\$1,703	\$2,839	\$5,685
Costs Based on Minimum Annual Portfolio Expenses	\$ 920	\$1,248	\$2,112	\$4,392	\$420	\$1,278	\$2,161	\$4,482

#### Example 2

This Example uses the same assumptions as Example 1 above, except that it assumes you decided not to surrender your Contract, or you began receiving income payments for a specified period of at least 120 months, at the end of each time period.

	Allstate Advisor				Allstate Advisor Plus				Allstate Advisor Preferred (with 5 Year Withdrawal Charge Option)				
	1 Year	3 Years	5 Years	10 Years	1 Year	3 Years	5 Years	10 Years	1 Year	3 Years	5 Years	10 Years	
Costs Based on Maximum Annual Portfolio Expenses	\$516	\$1,557	\$2,608	\$5,288	\$547	\$1,645	\$2,748	\$5,529	\$547	\$1,645	\$2,748	\$5,529	
Costs Based on Minimum Annual Portfolio Expenses	\$369	\$1,127	\$1,915	\$4,021	\$399	\$1,218	\$2,063	\$4,300	\$399	\$1,218	\$2,063	\$4,300	

	Allstate Advisor Preferred (with 3-Year Withdrawal Charge Option)				Allstate Advisor Preferred (with No Withdrawal Charge Option)			
	1 Year	3 Years	5 Years	10 Years	1 Year	3 Years	5 Years	10 Years
Costs Based on Maximum Annual Portfolio Expenses	\$557	\$1,674	\$2,794	\$5,607	\$567	\$1,703	\$2,839	\$5,685
Costs Based on Minimum Annual Portfolio Expenses	\$410	\$1,248	\$2,112	\$4,392	\$420	\$1,278	\$2,161	\$4,482

Please remember that you are looking at examples and not a representation of past or future expenses. Your rate of return may be higher or lower than 5%, which is not guaranteed. The examples do not assume that any Portfolio expense waivers or reimbursement arrangements are in effect for the periods presented. The examples reflect the Free Withdrawal Amounts, if applicable, and the deduction of the annual contract maintenance charge of \$30 each year. The above examples assume you have selected the MAV Death Benefit Option and the Enhanced Beneficiary Protection (Annual Increase) Option, the Earnings Protection Death Benefit Option (assuming the oldest Contract Owner or Annuitant is age 71 or older, and all are age 79 or younger on the Rider Application Date), and the Spousal Protection Benefit (Co-Annuitant) Option and the SureIncome Plus Withdrawal Benefit Option. Examples for the Allstate Advisor Preferred Contracts assume the election of the 5-year Withdrawal Charge Option. If any or all of these features were not elected, the expense figures shown above would be slightly lower.



## Financial Information

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To measure the value of your investment in the Variable Sub-Accounts during the Accumulation Phase, we use a unit of measure we call the "Accumulation Unit." Each Variable Sub-Account has a separate value for its Accumulation Units we call "Accumulation Unit Value." Accumulation Unit Value is analogous to, but not the same as, the share price of a mutual fund.

Accumulation Unit Values for the lowest and highest available combinations of Contract charges that affect Accumulation Unit Values for each Contract are shown in Appendix K of this prospectus. The Statement of Additional Information contains the Accumulation Unit Values for all other available combinations of Contract charges that affect Accumulation Unit Values for each Contract.

## The Contracts

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### CONTRACT OWNER

Each Contract is an agreement between you, the Contract Owner, and Allstate Life, a life insurance company. As the Contract Owner, you may exercise all of the rights and privileges provided to you by the Contract. That means it is up to you to select or change (to the extent permitted):

- .. the investment alternatives during the Accumulation and Payout Phases,
- .. the amount and timing of your purchase payments and withdrawals,
- .. the programs you want to use to invest or withdraw money,
- .. the income payment plan(s) you want to use to receive retirement income,
- .. the Annuitant (either yourself or someone else) on whose life the income payments will be based,
- .. the Beneficiary or Beneficiaries who will receive the benefits that the Contract provides when the last surviving Contract Owner or the Annuitant dies, and
- .. any other rights that the Contract provides, including restricting income payments to Beneficiaries.

If you die, any surviving joint Contract Owner or, if none, the Beneficiary may exercise the rights and privileges provided to them by the Contract. If the sole surviving Contract Owner dies after the Payout Start Date, the Primary Beneficiary will receive any guaranteed income payments scheduled to continue.

If the Annuitant dies prior to the Payout Start Date and the Contract Owner is a grantor trust not established by a business, the new Contract Owner will be the Beneficiary(ies).

The Contract cannot be jointly owned by both a non-living person and a living person unless the Contract Owner(s) assumed ownership of the Contract as a Beneficiary(ies). The maximum age of any Contract Owner on the date we receive the completed application for each Contract is 90.

If you select the Enhanced Beneficiary Protection (MAV) Option, the Enhanced Beneficiary Protection (Annual Increase) Option, or the Earnings Protection Death Benefit Option, the maximum age of any Contract Owner on the Rider Application Date is currently age 79. If you select the Spousal Protection Benefit (Co-Annuitant) Option or the Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts (CSP), the maximum age of any Contract Owner or beneficial owner for CSP on the Rider Application Date is currently age 90. If you select the SureIncome Withdrawal Benefit Option, the maximum age of any Contract Owner on the Rider Application Date is age 85. If you select the SureIncome Plus Withdrawal Benefit Option, the maximum age of any Contract Owner on the Rider Application Date is age 85. If you select the SureIncome For Life Withdrawal Benefit Option, the minimum and maximum ages of the oldest Contract Owner (oldest annuitant if Contract Owner is a non-living person) on the Rider Application Date are ages 50 and 79, respectively.

The Contract can also be purchased as an IRA or TSA (also known as a 403(b)). The endorsements required to qualify these annuities under the Internal Revenue Code of 1986, as amended, ("Code") may limit or modify your rights and privileges under the Contract. We use the term "Qualified Contract" to refer to a Contract issued as an IRA, 403(b), or with a Qualified Plan.

Except for certain retirement plans, you may change the Contract Owner at any time by written notice in a form satisfactory to us. Until we receive your written notice to change the Contract Owner, we are entitled to rely on the most recent information in our files. We will provide a change of ownership form to be signed by you and filed with us. Once we accept the change, the change will take effect as of the date you signed the request. We will not be liable for any payment or settlement made prior to accepting the change. Accordingly, if you wish to change the Contract Owner, you should deliver your written notice to us promptly. Each change is subject to any

payment we make or other action we take before we accept it. Changing ownership of this Contract may cause adverse tax consequences and may not be allowed under Qualified Contracts. Please consult with a competent tax advisor prior to making a request for a change of Contract Owner.

#### ANNUITANT

The Annuitant is the individual whose age determines the latest Payout Start Date and whose life determines the amount and duration of income payments (other than under Income Plan 3). You may not change the Annuitant at any time. You may designate a joint Annuitant, who is a second person on whose life income payments depend, at the time you select an Income Plan. Additional restrictions may apply in the case of Qualified Plans. The maximum age of the Annuitant on the date we receive the completed application for each Contract is age 90.

If you select the Enhanced Beneficiary Protection (MAV) Death Benefit Option, Enhanced Beneficiary Protection (Annual Increase) Option or the Earnings Protection Death Benefit Option, the maximum age of any Annuitant on the Rider Application Date is age 79.

If you select the Spousal Protection Benefit (Co-Annuitant) Option, the maximum age of any Annuitant on the Rider Application Date is age 90.

If you select the Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts, the maximum age of any Annuitant on the Rider Application Date is age 90.

If you select the Income Protection Benefit Option, the oldest Annuitant and joint Annuitant (if applicable) must be age 75 or younger on the Payout Start Date.

If you select the SureIncome Withdrawal Benefit Option, the maximum age of any Annuitant on the Rider Application Date is age 85. If you select the SureIncome Plus Withdrawal Benefit Option, the maximum age of any Annuitant on the Rider Application Date is age 85. If you select the SureIncome For Life Withdrawal Benefit Option, the minimum and maximum ages of the oldest annuitant, if the Contract Owner is a non-living person, on the Rider Application Date are ages 50 and 79, respectively.

If you select an Income Plan that depends on the Annuitant or a joint Annuitant's life, we may require proof of age and sex before income payments begin and proof that the Annuitant or joint Annuitant is still alive before we make each payment.

#### CO-ANNUITANT

Spousal Protection Benefit (Co-Annuitant) Option

Contract Owners of IRA Contracts that meet the following conditions and that elect the Spousal Protection Benefit Option may name their spouse as a Co-Annuitant:

- .. the individually owned Contract must be either a traditional, Roth, or Simplified Employee Pension IRA;
- .. the Contract Owner must be age 90 or younger on the Rider Application Date;
- .. the Co-Annuitant must be age 79 or younger on the Rider Application Date; and
- .. the Co-Annuitant must be the sole Primary Beneficiary under the Contract.

Under the Spousal Protection Benefit (Co-Annuitant) Option, the Co-Annuitant will be considered to be an Annuitant during the Accumulation Phase, except the Co-Annuitant will not be considered to be an Annuitant for purposes of determining the Payout Start Date or upon the death of the Co-Annuitant. You may change the Co-Annuitant to a new spouse only if you provide proof of remarriage in a form satisfactory to us. At any time, there may only be one Co-Annuitant under your Contract. See "Spousal Protection Benefit Option and Death of Co-Annuitant" for more information.

Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts.

Contracts that meet the following conditions and that elect the Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts may name the spouse of the Annuitant as a Co-Annuitant:

- .. the beneficially owned Contract must be a Custodial traditional IRA, Custodial Roth IRA, or a Custodial Simplified Employee Pension IRA;
- .. the Annuitant must be the beneficial owner of the Custodial traditional IRA, Custodial Roth IRA, or Custodial Simplified Employee Pension IRA;
- .. the Co-Annuitant must be the legal spouse of the Annuitant and only one Co-Annuitant may be named;
- .. the Co-Annuitant must be the sole beneficiary of the Custodial traditional IRA, Custodial Roth IRA, or the Custodial Simplified Employee Pension IRA;
- .. the Annuitant must be age 90 or younger on the Rider Application Date; and
- .. the Co-Annuitant must be age 79 or younger on the Rider Application Date.



Under the Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts, the Co-Annuitant will be considered to be an Annuitant during the Accumulation Phase, except the Co-Annuitant will not be considered to be an Annuitant for purposes of determining the Payout Start Date or upon the death of the Co-Annuitant. The Co-Annuitant

is not considered the beneficial owner of the Custodial Traditional IRA, Custodial Roth IRA, or the Custodial Simplified Employee Pension IRA. See "Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts and Death of Co-Annuitant" for more information.

#### BENEFICIARY

You may name one or more Primary and Contingent Beneficiaries when you apply for a Contract. The Primary Beneficiary is the person who may, in accordance with the terms of the Contract, elect to receive the death settlement ("Death Proceeds") or become the new Contract Owner pursuant to the Contract if the sole surviving Contract Owner dies before the Payout Start Date. A Contingent Beneficiary is the person selected by the Contract Owner who will exercise the rights of the Primary Beneficiary if all named Primary Beneficiaries die before the death of the sole surviving Contract Owner.

You may change or add Beneficiaries at any time, unless you have designated an irrevocable Beneficiary. We will provide a change of Beneficiary form to be signed by you and filed with us. After we accept the form, the change of Beneficiary will be effective as of the date you signed the form. Until we accept your written notice to change a Beneficiary, we are entitled to rely on the most recent Beneficiary information in our files. We will not be liable for any payment or settlement made prior to accepting the change. Accordingly, if you wish to change your Beneficiary, you should deliver your written notice to us promptly. Each Beneficiary change is subject to any payment made by us or any other action we take before we accept the change.

You may restrict income payments to Beneficiaries by providing us with a written request. Once we accept the written request, the restriction will take effect as of the date you signed the request. Any restriction is subject to any payment made by us or any other action we take before we accept the request.

If you did not name a Beneficiary or, unless otherwise provided in the Beneficiary designation, if a named Beneficiary is no longer living and there are no other surviving Primary or Contingent Beneficiaries when the sole surviving Contract Owner dies, the new Beneficiary will be:

- .. your spouse or, if he or she is no longer alive,
- .. your surviving children equally, or if you have no surviving children,
- .. your estate.

If more than one Beneficiary survives you (or the Annuitant, if the Contract Owner is a grantor trust), we will divide the Death Proceeds among the surviving Beneficiaries according to your most recent written instructions. If you have not given us written instructions in a form satisfactory to us, we will pay the Death Proceeds in equal amounts to the surviving Beneficiaries. If there is more than one Beneficiary in a class (e.g., more than one Primary Beneficiary) and one of the Beneficiaries predeceases the Contract Owner (the Annuitant if the Contract Owner is a grantor trust), the remaining Beneficiaries in that class will divide the deceased Beneficiary's share in proportion to the original share of the remaining Beneficiaries.

For purposes of this Contract, in determining whether a living person, including a Contract Owner, Primary Beneficiary, Contingent Beneficiary, or Annuitant ("Living Person A") has survived another living person, including a Contract Owner, Primary Beneficiary, Contingent Beneficiary, or Annuitant ("Living Person B"), Living Person A must survive Living Person B by at least 24 hours. Otherwise, Living Person A will be conclusively deemed to have predeceased Living Person B.

Where there are multiple Beneficiaries, we will only value the Death Proceeds at the time the first Beneficiary submits the necessary documentation in good order. Any Death Proceeds amounts attributable to any Beneficiary which remain in the Variable Sub-Accounts are subject to investment risk. If there is more than one Beneficiary taking shares of the Death Proceeds, each Beneficiary will be treated as a separate and independent owner of his or her respective share of the Death Proceeds. Each Beneficiary will exercise all rights related to his or her share of the Death Proceeds, including the sole right to select a death settlement option, subject to any restrictions previously placed upon the Beneficiary. Each Beneficiary may designate a Beneficiary(ies) for his or her respective share, but that designated Beneficiary(ies) will be restricted to the death settlement option chosen by the original Beneficiary.

If there is more than one Beneficiary and one of the Beneficiaries is a corporation, trust or other non-living person, all Beneficiaries will be considered to be non-living persons.

#### MODIFICATION OF THE CONTRACT

Only an Allstate Life officer may approve a change in or waive any provision of the Contract. Any change or waiver must be in writing. None of our agents has the authority to change or waive the provisions of the Contract. We may not change the terms of the Contract without your consent, except to conform the Contract to applicable law or changes in the law. If a provision of the Contract is inconsistent with state law, we will follow state law.

#### ASSIGNMENT

You may not assign an interest in this Contract as collateral or security for a loan. However, you may assign periodic income payments under this Contract prior to the Payout Start Date. No Beneficiary may assign benefits under the Contract until they are due. We will not be bound by any assignment until the assignor signs



it and files it with us. We are not responsible for the validity of any assignment. Federal law prohibits or restricts the assignment of benefits under many types of retirement plans and the terms of such plans may themselves contain restrictions on assignments. An assignment may also result in taxes or tax penalties. You should consult with an attorney before trying to assign periodic income payments under your Contract.

#### Purchases

The minimum initial purchase payment for Non-Qualified Contracts is \$10,000, (\$2,000 for Contracts issued with an IRA or TSA). All subsequent purchase payments under a Contract must be \$1,000 or more (\$50 for automatic payments). For Allstate Advisor Plus Contracts, purchase payments do not include any Credit Enhancements. You may make purchase payments at any time prior to the Payout Start Date; however, any additional payments after the initial purchase payment may be limited in some states. Please consult with your representative for details. The total amount of purchase payments we will accept for each Contract without our prior approval is \$1,000,000. We reserve the right to accept a lesser initial purchase payment amount or lesser subsequent purchase payment amounts. We reserve the right to limit the availability of the investment alternatives for additional investments. We also reserve the right to reject any application.

#### AUTOMATIC ADDITIONS PROGRAM

You may make subsequent purchase payments of \$50 or more per month by automatically transferring money from your bank account. Please consult with your sales representative for detailed information. The Automatic Additions Program is not available for making purchase payments into the Dollar Cost Averaging Fixed Account Option.

#### ALLOCATION OF PURCHASE PAYMENTS

At the time you apply for a Contract, you must decide how to allocate your purchase payment among the investment alternatives. The allocation you specify on your application will be effective immediately. All allocations must be in whole percents that total 100% or in whole dollars. You can change your allocations by calling us at 1-800-457-7617.

We will allocate your purchase payments to the investment alternatives according to your most recent instructions on file with us. Unless you notify us otherwise, we will allocate subsequent purchase payments according to the allocation for the previous purchase payment. We will effect any change in allocation instructions at the time we receive written notice of the change in good order.

We will credit the initial purchase payment that accompanies your completed application to your Contract within 2 business days after we receive the payment at our home office. If your application is incomplete, we will ask you to complete your application within 5 business days. If you do so, we will credit your initial purchase payment to your Contract within that 5 business day period. If you do not, we will return your purchase payment at the end of the 5 business day period unless you expressly allow us to hold it until you complete the application. We will credit subsequent purchase payments to the Contract at the close of the business day on which we receive the purchase payment at our home office.

We use the term "business day" to refer to each day Monday through Friday that the New York Stock Exchange is open for business. We also refer to these days as "Valuation Dates." Our business day closes when the New York Stock Exchange closes for regular trading, usually 4:00 p.m. Eastern Time (3:00 p.m. Central Time). If we receive your purchase payment after 3:00 p.m. Central Time on any Valuation Date, we will credit your purchase payment using the Accumulation Unit Values computed on the next Valuation Date.

#### CREDIT ENHANCEMENT

For Allstate Advisor Plus Contracts, each time you make a purchase payment, we will add to your Contract Value a Credit Enhancement equal to 4% of the purchase payment if the oldest Contract Owner and oldest Annuitant are age 85 or younger on the date we receive the completed application for the Contract ("Application Date"). If the oldest Contract Owner or oldest Annuitant is age 86 or older and both are 90 or younger on the Application Date, we will add to your Contract Value a Credit Enhancement equal to 2% of the purchase payment. An additional Credit Enhancement will be added to your Contract if the cumulative purchase payments (including the purchase payment being made) less cumulative withdrawals exceed a certain threshold. The thresholds apply individually to each Allstate Advisor Plus Contract you own. The additional Credit Enhancements and their corresponding thresholds are as follows:

Additional Credit Enhancement for Large Contracts	Cumulative Purchase Payments less Cumulative Withdrawals must exceed:
0.50% of the purchase payment	\$ 500,000
1.00% of the purchase payment	\$1,000,000

If you exercise your right to cancel the Contract during the Trial Examination Period, the amount we refund to you will not include any Credit Enhancement. See "Trial Examination Period" below for details. The Allstate Advisor Plus Contract may not be available in all states.

We will allocate any Credit Enhancements to the investment alternatives according to the allocation instructions you have on file with us at the time we receive your purchase payment. We will allocate each Credit Enhancement among the investment alternatives in the same proportions as the corresponding purchase payment. We do not consider Credit Enhancements to be investments in the Contract for income tax purposes.

We use a portion of the withdrawal charge and mortality and expense risk charge to help recover the cost of providing the Credit Enhancement under the Contract. See "Expenses." Under certain circumstances (such as a period of poor market performance) the cost associated with the Credit Enhancement may exceed the sum of the Credit Enhancement and any related earnings. You should consider this possibility before purchasing the Contract.

#### TRIAL EXAMINATION PERIOD

You may cancel your Contract by providing us with written notice within the Trial Examination Period, which is the 20 day period after you receive the Contract, or such longer period that your state may require. If you exercise this "Right to Cancel," the Contract terminates and we will pay you the full amount of your purchase payments allocated to the Fixed Account. We also will return your purchase payments allocated to the Variable Account adjusted, to the extent federal or state law permits, to reflect investment gain or loss, including the deduction of mortality and expense risk charges and administrative expense charges, that occurred from the date of allocation through the date of cancellation. If your Contract is qualified under Code Section 408(b), we will refund the greater of any purchase payments or the Contract Value.

For Allstate Advisor Plus Contracts, we have received regulatory relief to enable us to recover the amount of any Credit Enhancement applied to Contracts that are cancelled during the Trial Examination Period. The amount we return to you upon exercise of this Right to Cancel will not include any Credit Enhancement or the amount of charges deducted prior to cancellation, but will reflect, except in states where we are required to return the amount of your purchase payments, any investment gain or loss associated with your Variable Account purchase payments and with the full amount of the Credit Enhancement, including the deduction of mortality and expense risk charges and administrative expense charges.

We reserve the right to allocate your purchase payments to the Putnam VT Money Market - Class IB Sub-Account during the Trial Examination Period.

For Contracts purchased in California by persons age 60 and older, you may elect to defer until the end of the Trial Examination Period allocation of your purchase payment to the Variable Sub-Accounts. Unless you instruct otherwise, upon making this election, your purchase payment will be allocated to the Putnam VT Money Market - Class IB Sub-Account. On the next Valuation Date 40 days after the Issue Date, your Contract Value will then be reallocated in accordance with your most recent investment allocation instructions.

State laws vary and may require a different period, other variations or adjustments. Please refer to your Contract for any state specific information.  
Contract Value

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On the Issue Date, the Contract Value is equal to your initial purchase payment (for Allstate Advisor Plus Contracts, your initial purchase payment plus the Credit Enhancement).

Thereafter, your Contract Value at any time during the Accumulation Phase is equal to the sum of the value of your Accumulation Units in the Variable Sub-Accounts you have selected, plus your value in the Fixed Account Option(s) offered by your Contract.

#### ACCUMULATION UNITS

To determine the number of Accumulation Units of each Variable Sub-Account to allocate to your Contract, we divide (i) the amount of the purchase payment or transfer you have allocated to a Variable Sub-Account by (ii) the Accumulation Unit Value of that Variable Sub-Account next computed after we receive your payment or transfer. For example, if we receive a \$10,000 purchase payment allocated to a Variable Sub-Account when the Accumulation Unit Value for the Sub-Account is \$10, we would credit 1,000 Accumulation Units of that Variable Sub-Account to your Contract. For Allstate Advisor Plus Contracts, we would credit your Contract additional Accumulation Units of the Variable Sub-Account to reflect the Credit Enhancement paid on your purchase payment. See "Credit Enhancement." Withdrawals and transfers from a Variable Sub-Account would, of course, reduce the number of Accumulation Units of that Sub-Account allocated to your Contract.

#### ACCUMULATION UNIT VALUE

As a general matter, the Accumulation Unit Value for each Variable Sub-Account for each Contract will rise or fall to reflect:

- .. changes in the share price of the Portfolio in which the Variable Sub-Account invests, and
- .. the deduction of amounts reflecting the mortality and expense risk charge, administrative expense charge, and any provision for taxes that have accrued since we last calculated the Accumulation Unit Value.

We determine any applicable withdrawal charges, Rider Fees (if applicable), transfer fees, and contract maintenance charges separately for each Contract. They do not affect the Accumulation Unit Value. Instead, we obtain payment of those charges and fees by redeeming Accumulation Units. For details on how we compute Accumulation Unit Values, please refer to the Statement of Additional Information.

We determine a separate Accumulation Unit Value for each Variable Sub-Account for each Contract on each Valuation Date. We also determine a separate set of Accumulation Unit Values that reflect the cost of each optional benefit, or available combination thereof, offered under the Contract.

You should refer to the prospectuses for the Funds for a description of how the assets of each Portfolio are valued, since that determination directly bears on the Accumulation Unit Value of the corresponding Variable Sub-Account and, therefore, your Contract Value.

#### TRUEReturn/SM/ ACCUMULATION BENEFIT OPTION

We offer the TrueReturn/SM/ Accumulation Benefit Option, which is available for an additional fee. The TrueReturn Option guarantees a minimum Contract Value on the "Rider Maturity Date." The Rider Maturity Date is determined by the length of the Rider Period which you select. The Option provides no minimum Contract Value if the Option terminates before the Rider Maturity Date. See "Termination of the TrueReturn Option" below for details on termination.

The TrueReturn Option is available at issue of the Contract, or may be added later, subject to availability and issue requirements. You may not add the TrueReturn Option to your Contract after Contract issue without our prior approval if your Contract Value is greater than \$1,000,000 at the time you choose to add the TrueReturn Option. Currently, you may have only one TrueReturn Option in effect on your Contract at one time. You may only have one of the following in effect on your Contract at the same time: a TrueReturn Option, a Retirement Income Guarantee Option or a Withdrawal Benefit Option. The TrueReturn Option has no maximum issue age, however the Rider Maturity Date must occur before the latest Payout Start Date, which is the later of the Annuitant's 99th birthday or the 10th Contract Anniversary. Once added to your Contract, the TrueReturn Option may be cancelled at any time on or after the 5th Rider Anniversary by notifying us in writing in a form satisfactory to us.

The "Rider Anniversary" is the anniversary of the Rider Date. We reserve the right to extend the date on which the TrueReturn Option may be cancelled to up to the 10th Rider Anniversary at any time in our sole discretion. Any change we make will not apply to a TrueReturn Option that was added to your Contract prior to the implementation date of the change.

When you add the TrueReturn Option to your Contract, you must select a Rider Period and a Guarantee Option. The Rider Period and Guarantee Option you select determine the AB Factor, which is used to determine the Accumulation Benefit, described below. The "Rider Period" begins on the Rider Date and ends on the Rider Maturity Date. The "Rider Date" is the date the TrueReturn Option was made a part of your Contract. We currently offer Rider Periods ranging from 8 to 20 years depending on the Guarantee Option you select. You may select any Rider Period from among those we currently offer, provided the Rider Maturity Date occurs prior to the latest Payout Start Date. We reserve the right to offer additional Rider Periods in the future, and to discontinue offering any of the Rider Periods at any time. Each Model Portfolio Option available under a Guarantee Option has specific investment requirements that are described in the "Investment Requirements" section below and may depend upon the Rider Date of your TrueReturn Option. We reserve the right to offer additional Guarantee Options in the future, and to discontinue offering any of the Guarantee Options at any time. After the Rider Date, the Rider Period and Guarantee Option may not be changed.

The TrueReturn Option may not be available in all states. We may discontinue offering the TrueReturn Option at any time to new Contract Owners and to existing Contract Owners who did not elect the Option prior to the date of discontinuance.

#### Accumulation Benefit.

On the Rider Maturity Date, if the Accumulation Benefit is greater than the Contract Value, then the Contract Value will be increased to equal the Accumulation Benefit. The excess amount of any such increase will be allocated to the Putnam VT Money Market - Class IB Sub-Account. You may transfer the excess amount out of the Putnam VT Money Market - Class IB Sub-Account and into another investment alternative at any time thereafter. However, each transfer you make will count against the 12 transfers you can make each Contract Year without paying a transfer fee. Prior to the Rider Maturity Date, the Accumulation Benefit will not be available as a Contract Value, Settlement Value, or Death Proceeds. Additionally, we will not pay an Accumulation Benefit if the TrueReturn Option is terminated for any reason prior to the Rider Maturity Date. After the Rider Maturity Date, the TrueReturn Option provides no additional benefit.

The "Accumulation Benefit" is equal to the Benefit Base multiplied by the AB Factor. The "AB Factor" is determined by the Rider Period and Guarantee Option you selected as of the Rider Date. The following table shows the AB Factors available for the Rider Periods and Guarantee Options we currently offer.

AB Factors		
Rider Period (number of years)	Guarantee Option 1	Guarantee Option 2
8	100.0%	NA
9	112.5%	NA
10	125.0%	100.0%
11	137.5%	110.0%
12	150.0%	120.0%
13	162.5%	130.0%
14	175.0%	140.0%
15	187.5%	150.0%
16	200.0%	160.0%
17	212.5%	170.0%
18	225.0%	180.0%
19	237.5%	190.0%
20	250.0%	200.0%

The following examples illustrate the Accumulation Benefit calculations under Guarantee Options 1 and 2 on the Rider Maturity Date. For the purpose of illustrating the Accumulation Benefit calculation, the examples assume the Benefit Base is the same on the Rider Date and the Rider Maturity Date.

Example 1: Guarantee Option 1

Guarantee Option: 1  
Rider Period: 15  
AB Factor: 187.5%  
Rider Date: 1/2/04  
Rider Maturity Date: 1/2/19  
Benefit Base on Rider Date: \$50,000  
Benefit Base on rider Maturity Date: \$ 50,000

On the Rider Maturity Date (1/2/19):  
Accumulation Benefit =Benefit Base on Rider Maturity Date X AB Factor  
=\$50,000 X 187.5%  
=\$93,750

Example 2: Guarantee Option 2

Guarantee Option: 2  
Rider Period: 15  
AB Factor: 150.0%  
Rider Date: 1/2/04  
Rider Maturity Date: 1/2/19  
Benefit Base on Rider Date: \$50,000  
Benefit Base on rider Maturity Date: \$50,000

On the Rider Maturity Date (1/2/19):  
Accumulation Benefit =Benefit Base on Rider Maturity Date X AB Factor  
=\$50,000 X 150.0%  
=\$75,000

Guarantee Option 1 offers a higher AB Factor and more rider periods than Guarantee Option 2. Guarantee Option 1 and Guarantee Option 2 have different investment restrictions. See "Investment Requirements" below for more information.

Benefit Base.

The Benefit Base is used solely for purposes of determining the Rider Fee and the Accumulation Benefit. The Benefit Base is not available as a Contract Value, Settlement Value, or Death Proceeds. On the Rider Date, the "Benefit

Base" is equal to the Contract Value. After the Rider Date, the Benefit Base will be recalculated for purchase payments and withdrawals as follows:

.. The Benefit Base will be increased by purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts) made prior to or on the first Contract Anniversary following the Rider Date. Subject to the terms and conditions of your Contract, you may add purchase payments after this date, but they will not be included in the calculation of the Benefit Base. Therefore, if you plan to make purchase payments after the first Contract Anniversary following the Rider Date, you should consider carefully whether this Option is appropriate for your needs.

.. The Benefit Base will be decreased by a Withdrawal Adjustment for each withdrawal you make. The Withdrawal Adjustment is equal to (a) divided by (b), with the result multiplied by (c), where:

(a) = the withdrawal amount;

(b) = the Contract Value immediately prior to the withdrawal; and

(c) = the Benefit Base immediately prior to the withdrawal.

Withdrawals taken prior to annuitization (referred to in this prospectus as the Payout Phase) are generally considered to come from the earnings in the Contract first. If the Contract is tax-qualified, generally all withdrawals are treated as distributions of earnings. Withdrawals of earnings are taxed as ordinary income and, if taken prior to age 59 1/2, may be subject to an additional 10% federal tax penalty. A withdrawal charge also may apply. See Appendix G for numerical examples that illustrate how the Withdrawal Adjustment is applied.

The Benefit Base will never be less than zero.

#### Investment Requirements.

If you add the TrueReturn Option to your Contract, you must adhere to certain requirements related to the investment alternatives in which you may invest during the Rider Period. The specific requirements will depend on the model portfolio option ("Model Portfolio Option") you have selected and the effective date of your TrueReturn Option. These requirements are described below in more detail. These requirements may include, but are not limited to, maximum investment limits on



certain Variable Sub-Accounts or on certain Fixed Account Options, exclusion of certain Variable Sub-Accounts or of certain Fixed Account Options, required minimum allocations to certain Variable Sub-Accounts, and restrictions on transfers to or from certain investment alternatives. We may also require that you use the Automatic Portfolio Rebalancing Program. We may change the specific requirements that are applicable to a Guarantee Option or a Model Portfolio Option available under a Guarantee Option at any time in our sole discretion. Any changes we make will not apply to a TrueReturn Option that was made a part of your Contract prior to the implementation date of the change, except for changes made due to a change in investment alternatives available under the Contract. Any changes we make will apply to a new TrueReturn Option elected subsequent to the change pursuant to the Rider Trade-In Option.

When you add the TrueReturn Option to your Contract, you must allocate your entire Contract Value as follows:

- 1) to a Model Portfolio Option available with the Guarantee Option you selected, as defined below; or
- 2) to the DCA Fixed Account Option and then transfer all purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts) and interest according to a Model Portfolio Option available with the Guarantee Option you selected; or
- 3) to a combination of (1) and (2) above.

For (2) and (3) above, the requirements for the DCA Fixed Account Option must be met. See the "Dollar Cost Averaging Fixed Account Option" section of this prospectus for more information.

On the Rider Date, you must select only one of the Model Portfolio Options in which to allocate your Contract Value. After the Rider Date, you may transfer your entire Contract Value to any of the other Model Portfolio Options available with your Guarantee Option. We currently offer several Model Portfolio Options with each of the available Guarantee Options. The Model Portfolio Options that are available under Guarantee Options may differ depending upon the effective date of your TrueReturn Option. Please refer to the Model Portfolio Option 1, Model Portfolio Option 2, TrueBalanceSM Model Portfolio Options, and Fidelity VIP Freedom Funds Model Portfolio Options sections below for more details. We may add other Model Portfolio Options in the future. We also may remove Model Portfolio Options in the future anytime prior to the date you select such Model Portfolio Option. In addition, if the investment alternatives available under the Contract change, we may revise the Model Portfolio Options. The following table summarizes the Model Portfolio Options currently available for use with each Guarantee Option under the TrueReturn Option:

Guarantee Option 1	Guarantee Option 2
*Model Portfolio Option 1	*Model Portfolio Option 2
*TrueBalance Conservative Model Portfolio Option	*TrueBalance Conservative Model Portfolio Option
*TrueBalance Moderately Conservative Model Portfolio Option	*TrueBalance Moderately Conservative Model Portfolio Option
*Fidelity VIP Freedom Income Fund Model Portfolio Option	*TrueBalance Moderate Model Portfolio Option
*Fidelity VIP Freedom 2010 Fund Model Portfolio Option	*TrueBalance Moderately Aggressive Model Portfolio Option
	*TrueBalance Aggressive Model Portfolio Option
	*Fidelity VIP Freedom Income Fund Model Portfolio Option
	*Fidelity VIP Freedom 2010 Fund Model Portfolio Option
	*Fidelity VIP Freedom 2020 Fund Model Portfolio Option
	*Fidelity VIP Freedom 2030 Fund Model Portfolio Option

Note: The TrueBalance Model Portfolio Options were added to the TrueReturn Option on May 1, 2005. TrueBalance model portfolios selected prior to May 1, 2005, may not be used with the TrueReturn Option. The Fidelity VIP Freedom Funds Model Portfolio Options are available as Model Portfolio Options under Guarantee Option 1 and Guarantee Option 2 (Rider Date prior to October 1, 2004). For Guarantee Option 2 (Rider Date on or after October 1, 2004), the Fidelity VIP Freedom Funds are part of the available Variable Sub-Accounts listed under Model Portfolio Option 2. Please note that only certain Fidelity VIP Freedom Funds Model Portfolio Options are available with your TrueReturn Option as summarized in the table above.

You may not allocate any of your Contract Value to the Standard Fixed Account Option or to the MVA Fixed Account Option. You must transfer any portion of your Contract Value that is allocated to the Standard Fixed Account Option or to the MVA Fixed Account Option to the Variable Sub-Accounts prior to adding the TrueReturn Option to your Contract. Transfers from the MVA Fixed Account Option may be subject to a Market Value Adjustment. You may allocate any portion of your purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts) to the DCA Fixed Account Option on the Rider Date, provided the DCA Fixed Account Option is available with your Contract and in your state. See the "Dollar Cost Averaging Fixed Account Option" section of this prospectus for more information. We use the term "Transfer Period Account" to refer to each purchase payment allocation made to the DCA Fixed Account Option for a specified term length. At the expiration of a Transfer Period Account any

remaining amounts in the Transfer Period Account will be transferred to the Variable Sub-Accounts according to the percentage allocations for the Model Portfolio Option you selected.

Any subsequent purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts) made to your Contract will be allocated to the Variable Sub-Accounts according to your specific instructions or your allocation for the previous purchase payment (for Model Portfolio Option 1) or the percentage allocation for your current Model Portfolio Option (for TrueBalance Model Portfolio Options) unless you request that the purchase payment (and Credit Enhancement for Allstate Advisor Plus Contracts) be allocated to the DCA Fixed Account Option. Purchase payments allocated to the DCA Fixed Account Option must be \$100 or more. Any withdrawals you request will reduce your Contract Value invested in each of the investment alternatives on a pro rata basis in the proportion that your Contract Value in each bears to your total Contract Value in all Variable Sub-Accounts, unless you request otherwise.

Model Portfolio Option 1

If you choose Model Portfolio Option 1 or transfer your entire Contract Value into Model Portfolio Option 1 under Guarantee Option 1, you must allocate a certain percentage of your Contract Value into each of three asset categories. Please note that certain investment alternatives are not available under Model Portfolio Option 1. You may choose the Variable Sub-Accounts in which you want to invest, provided you maintain the percentage allocation requirements for each category. You may also make transfers among the Variable Sub-Accounts within each category at any time, provided you maintain the percentage allocation requirements for each category. However, each transfer you make will count against the 12 transfers you can make each Contract Year without paying a transfer fee.

Effective October 1, 2004, certain Variable Sub-Accounts under Model Portfolio 1 were reclassified into different asset categories. These changes apply to TrueReturn Options effective prior to and on or after October 1, 2004. The following table describes the percentage allocation requirements for Model Portfolio Option 1 and Variable Sub-Accounts available under each category/(1)/:

Model Portfolio Option 1

-----  
 20% Category A  
 50% Category B  
 30% Category C  
 0% Category D  
 -----

Category A

Putnam VT Money Market - Class IB Sub-Account  
 Van Kampen LIT Money Market, Class II Sub-Account  
 -----

Category B

FTVIP Franklin U.S. Government - Class 2 Sub-Account  
 Lord Abbett Series - Bond-Debenture Sub-Account  
 Oppenheimer Core Bond/VA - Service Shares Sub-Account  
 Oppenheimer High Income/VA - Service Shares Sub-Account  
 Oppenheimer Strategic Bond/VA - Service Shares Sub-Account  
 Putnam VT High Yield - Class IB Sub-Account  
 Putnam VT Income - Class IB Sub-Account  
 UIF Emerging Markets Debt, Class II Sub-Account/(2)/  
 UIF U.S. Real Estate, Class II Sub-Account/(2)/  
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Category C

Fidelity VIP Contrafund(R) - Service Class 2 Sub-Account  
 Fidelity VIP Index 500 - Service Class 2 Sub-Account  
 Fidelity VIP Mid Cap - Service Class 2 Sub-Account  
 FTVIP Franklin Growth and Income Securities - Class 2 Sub-Account  
 FTVIP Franklin Income Securities - Class 2 Sub-Account  
 FTVIP Franklin Large Cap Growth Securities - Class 2 Sub-Account  
 FTVIP Franklin Small Cap Value Securities - Class 2 Sub-Account  
 FTVIP Mutual Global Discovery Securities - Class 2 Sub-Account/(7)/  
 FTVIP Mutual Shares Securities - Class 2 Sub-Account  
 FTVIP Templeton Developing Markets Securities - Class 2 Sub-Account  
 FTVIP Templeton Foreign Securities - Class 2 Sub-Account  
 Lord Abbett Series - All Value Sub-Account  
 Lord Abbett Series - Growth and Income Sub-Account  
 Lord Abbett Series - Growth Opportunities Sub-Account  
 Lord Abbett Series - Mid-Cap Value Sub-Account  
 Oppenheimer MidCap/VA - Service Shares Sub-Account  
 Oppenheimer Balanced/VA - Service Shares Sub-Account  
 Oppenheimer Capital Appreciation/VA - Service Shares Sub-Account  
 Oppenheimer Main Street(R)/VA - Service Shares Sub-Account  
 Oppenheimer Main Street Small Cap(R)/VA - Service Shares Sub-Account  
 Putnam VT Equity Income - Class IB Sub-Account/(6)/  
 Putnam VT Global Asset Allocation - Class IB Sub-Account  
 Putnam VT Growth and Income - Class IB Sub-Account  
 Putnam VT International Equity - Class IB Sub-Account  
 Putnam VT Investors - Class IB Sub-Account  
 Putnam VT Research - Class IB Sub-Account/(3)/  
 Putnam VT The George Putnam Fund of Boston - Class IB Sub-Account  
 Putnam VT Global Utilities - Class IB Sub-Account/(3)(8)/  
 Putnam VT Voyager - Class IB Sub-Account  
 UIF Equity and Income, Class II Sub-Account/(2)/  
 UIF Global Franchise, Class II Sub-Account/(2)/  
 UIF Mid Cap Growth, Class II Sub-Account/(2)/  
 UIF U.S. Mid Cap Value, Class I Sub-Account &  
 UIF U.S. Mid Cap Value, Class II Sub-Account/(2)(4)/  
 Van Kampen LIT Comstock, Class II Sub-Account  
 Van Kampen LIT Capital Growth, Class II Sub-Account  
 Van Kampen LIT Growth and Income, Class II Sub-Account

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Category D (Variable Sub-Accounts not available under Model Portfolio Option 1)  
Fidelity VIP Freedom Income - Service Class 2 Sub-Account  
Fidelity VIP Freedom 2010 - Service Class 2 Sub-Account  
Fidelity VIP Freedom 2020 - Service Class 2 Sub-Account  
Fidelity VIP Freedom 2030 - Service Class 2 Sub-Account  
Fidelity VIP Growth Stock - Service Class 2 Sub-Account  
Oppenheimer Global Securities/VA - Service Shares Sub-Account  
Putnam VT Global Health Care- Class IB Sub-Account/(3)(8)/  
Putnam VT New Opportunities - Class IB Sub-Account/(3)/  
Putnam VT Vista - Class IB Sub-Account  
UIF Capital Growth, Class I Sub-Account/(2)(4)/  
UIF Capital Growth, Class II Sub-Account/(2)(4)/  
UIF Small Company Growth, Class II Sub-Account/(2)/  
Van Kampen LIT Mid Cap Growth, Class II Sub-Account/(5)/  
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Each calendar quarter, we will use the Automatic Portfolio Rebalancing Program to automatically rebalance your Contract Value in each Variable Sub-Account and return it to the percentage allocation requirements for Model Portfolio Option 1. We will use the percentage allocations as of your most recent instructions.

- (1)The FTVIP Franklin Small-Mid Cap Growth Securities - Class 2 Sub-Account and the FTVIP Templeton Global Bond Securities - Class 2 Sub-Account, which were closed to new investments effective May 1, 2003, are not available with the TrueReturn Option. You must transfer any portion of your Contract Value that is allocated to these Variable Sub-Accounts to any of the remaining Variable Sub-Accounts offered with the TrueReturn Option prior to adding the TrueReturn Option to your Contract.\*
- (2)Morgan Stanley Investment Management Inc., the adviser to the UIF Portfolios, does business in certain instances using the name Van Kampen.
- (3)The Putnam VT Global Health Care - Class IB Sub-Account (Category D under TrueReturn), the Putnam VT New Opportunities - Class IB Sub-Account (Category D under TrueReturn), the Putnam VT Research - Class IB Sub-Account (Category C under TrueReturn), and the Putnam VT Global Utilities - Class IB Sub-Account (Category C under TrueReturn) were offered only with Contracts issued prior to October 1, 2004, and closed to new investments effective October 1, 2004. If you add the TrueReturn Option to your Contract on or after October 1, 2004, you must transfer any portion of your Contract Value that is allocated to these Variable Sub-Accounts to any of the remaining Variable Sub-Accounts available with the TrueReturn Option prior to adding the TrueReturn Option to your Contract.\*
- (4)The UIF Capital Growth, Class II Sub-Account and the UIF U.S. Mid Cap Value, Class II Sub-Account are offered with Contracts issued on or after May 1, 2004. Generally Contract Owners of Contracts issued prior to May 1, 2004, may invest only in the UIF Capital Growth, Class I Sub-Account and the UIF U.S. Mid Cap Value, Class I Sub-Account. Contracts issued prior to May 1, 2004 that participate in certain TrueBalance model portfolios may invest in UIF Capital Growth, Class II Sub-Account and the UIF U.S. Mid Cap Value, Class II Sub-Account.
- (5)Effective May 1, 2006, the Van Kampen LIT Mid Cap Growth Portfolio, Class II (formerly called the Van Kampen LIT Aggressive Growth Portfolio, Class II) was closed to new investments. If you are currently invested in the Variable Sub-Account that invests in this Portfolio, you may continue your investment. If, prior to May 1, 2006, you enrolled in one of our automatic transaction programs such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into the Variable Sub-Account in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.\*
- (6)Effective February 13, 2009, the Putnam VT New Value Fund - Class IB was reorganized into the Putnam VT Equity Income Fund - Class IB.
- (7)Effective May 1, 2009, the FTVIP Mutual Discovery Securities Fund - Class 2 changed its name to FTVIP Mutual Global Discovery Securities Fund - Class 2, and the FTVIP Templeton Global Income Securities Fund - Class 2 changed its name to FTVIP Templeton Global Bond Securities Fund - Class 2.
- (8)Effective January 2, 2009, the Putnam VT Health Sciences Fund - Class IB changed its name to Putnam VT Global Health Care Fund - Class IB, and the Putnam VT Utilities Growth and Income Fund - Class IB changed its name to Putnam VT Global Utilities Fund - Class IB.

\* As noted above, certain Variable Sub-Accounts are closed to new investments. If you invested in these Variable Sub-Accounts prior to the effective close date, you may continue your investments. If prior to the effective close date, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing or dollar cost averaging, we will continue to effect automatic transactions to these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed. If you choose to add this TrueReturn Option on or after the effective close date, you must transfer any portion of your Contract Value that is allocated to these Variable Sub-Accounts to any of the remaining Variable Sub-Accounts available with this TrueReturn Option prior to adding it to your Contract.

#### Model Portfolio Option 2

The investment requirements under Model Portfolio Option 2 depend on the Rider Date of your TrueReturn Option.

#### Model Portfolio Option 2 (Rider Date prior to October 1, 2004)

If your TrueReturn Option Rider Date is prior to October 1, 2004 and you choose Model Portfolio Option 2 or transfer your entire Contract Value into Model Portfolio Option 2, you may allocate your Contract Value among any of a selected group of available Variable Sub-Accounts listed below. You may choose the Variable Sub-Accounts in which you want to invest, provided you maintain the percentage allocation requirements for each category. You may also make transfers among the Variable Sub-Accounts within each category at any time, provided you maintain the percentage allocation requirements for each category. However, each transfer you make will count against the 12 transfers you can make each Contract Year without paying a transfer fee.

The following table describes the percentage allocation requirements for Model Portfolio Option 2 (Rider Date prior to October 1, 2004) and the Variable Sub-Accounts available under each category/(1)/:

Model Portfolio Option 2  
(Rider Date Prior to October 1, 2004)

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10% Category A  
20% Category B  
50% Category C  
20% Category D

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Category A

Putnam VT Money Market - Class IB Sub-Account  
Van Kampen LIT Money Market, Class II Sub-Account  
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Category B

FTVIP Franklin U.S. Government - Class 2 Sub-Account  
Lord Abbett Series - Bond-Debenture Sub-Account  
Oppenheimer Core Bond/VA - Service Shares Sub-Account  
Oppenheimer High Income/VA - Service Shares Sub-Account  
Oppenheimer Strategic Bond/VA - Service Shares Sub-Account  
Putnam VT High Yield - Class IB Sub-Account  
Putnam VT Income - Class IB Sub-Account  
UIF Emerging Markets Debt, Class II Sub-Account/(2)/  
UIF U.S. Real Estate, Class II Sub-Account/(2)/  
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Category C

Fidelity VIP Contrafund(R) - Service Class 2 Sub-Account  
Fidelity VIP Index 500 - Service Class 2 Sub-Account  
Fidelity VIP Mid Cap - Service Class 2 Sub-Account  
FTVIP Franklin Growth and Income Securities - Class 2 Sub-Account  
FTVIP Franklin Income Securities - Class 2 Sub-Account  
FTVIP Franklin Large Cap Growth Securities - Class 2 Sub-Account  
FTVIP Mutual Global Discovery Securities - Class 2 Sub-Account/(7)/  
FTVIP Mutual Shares Securities - Class 2 Sub-Account  
Lord Abbett Series - All Value Sub-Account

Lord Abbett Series - Growth and Income Sub-Account  
Lord Abbett Series - Growth Opportunities Sub-Account  
Lord Abbett Series - Mid-Cap Value Sub-Account  
Oppenheimer Balanced/VA - Service Shares Sub-Account  
Oppenheimer Main Street(R)/VA - Service Shares Sub-Account  
Putnam VT Equity Income - Class IB Sub-Account/(6)/  
Putnam VT Global Asset Allocation - Class IB Sub-Account  
Putnam VT Growth and Income - Class IB Sub-Account  
Putnam VT Research - Class IB Sub-Account/(3)/  
Putnam VT The George Putnam Fund of Boston - Class IB Sub-Account  
Putnam VT Global Utilities - Class IB Sub-Account/(3)(8)/  
UIF Equity and Income, Class II Sub-Account/(2)/  
UIF Mid Cap Growth, Class II Sub-Account/(2)/  
UIF U.S. Mid Cap Value, Class I Sub-Account & UIF U.S. Mid Cap Value, Class II  
Sub-Account/(2)(4)/  
Van Kampen LIT Comstock, Class II Sub-Account  
Van Kampen LIT Growth and Income, Class II Sub-Account

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Category D

Fidelity VIP Growth Stock - Service Class 2 Sub-Account  
FTVIP Franklin Small Cap Value Securities - Class 2 Sub-Account  
FTVIP Templeton Developing Markets Securities - Class 2 Sub-Account  
FTVIP Templeton Foreign Securities - Class 2 Sub-Account  
Oppenheimer MidCap/VA - Service Shares Sub-Account  
Oppenheimer Capital Appreciation/VA - Service Shares Sub-Account  
Oppenheimer Global Securities/VA - Service Shares Sub-Account  
Oppenheimer Main Street Small Cap(R)/VA - Service Shares Sub-Account  
Putnam VT Global Health Care - Class IB Sub-Account/(3)(8)/  
Putnam VT International Equity - Class IB Sub-Account  
Putnam VT Investors - Class IB Sub-Account  
Putnam VT New Opportunities - Class IB Sub-Account/(3)/  
Putnam VT Vista - Class IB Sub-Account  
Putnam VT Voyager - Class IB Sub-Account  
UIF Capital Growth, Class I Sub-Account  
UIF Capital Growth, Class II Sub-Account/(2)(4)/  
UIF Global Franchise, Class II Sub-Account/(2)/  
UIF Small Company Growth, Class II Sub-Account/(2)/  
Van Kampen LIT Capital Growth, Class II Sub-Account  
Van Kampen LIT Mid Cap Growth, Class II Sub-Account/(5)/

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The following Variable Sub-Accounts are not available under Model Portfolio  
Option 2 (Rider Date Prior to October 1, 2004): Fidelity VIP Freedom Income -  
Service Class 2 Sub-Account, Fidelity VIP Freedom 2010 - Service Class 2  
Sub-Account, Fidelity VIP Freedom 2020 - Service Class 2 Sub-Account and  
Fidelity VIP Freedom 2030 - Service Class 2 Sub-Account. Instead, the Fidelity  
VIP Freedom Funds are available as Model Portfolio Options (see table under  
Investment Requirements above).

Each calendar quarter, we will use the Automatic Portfolio Rebalancing Program  
to automatically rebalance your Contract Value in each Variable Sub-Account and  
return it to the percentage allocation requirements for Model Portfolio Option  
2 (Rider Date prior to October 1, 2004). We will use the percentage allocations  
as of your most recent instructions.

- (1)The FTVIP Franklin Small-Mid Cap Growth Securities - Class 2 Sub-Account and  
the FTVIP Templeton Global Bond Securities - Class 2 Sub-Account, which were  
closed to new investments effective May 1, 2003, are not available with the  
TrueReturn Option. You must transfer any portion of your Contract Value that  
is allocated to these Variable Sub-Accounts to any of the remaining Variable  
Sub-Accounts available with the TrueReturn Option prior to adding the  
TrueReturn Option to your Contract.\*
- (2)Morgan Stanley Investment Management Inc., the adviser to the UIF  
Portfolios, does business in certain instances using the name Van Kampen.
- (3)The Putnam VT Global Health Care - Class IB Sub-Account (Category D under  
TrueReturn), the Putnam VT New Opportunities - Class IB Sub-Account  
(Category D under TrueReturn), the Putnam VT Research - Class IB Sub-Account  
(Category C under TrueReturn), and the Putnam VT Global Utilities - Class IB  
Sub-Account (Category C under TrueReturn) were offered only with Contracts  
issued prior to October 1, 2004, and closed to new investments effective  
October 1, 2004.\*
- (4)The UIF Capital Growth, Class II Sub-Account and the UIF U.S. Mid Cap Value,  
Class II Sub-Account are offered with Contracts issued on or after May 1,  
2004. Contract Owners of Contracts issued prior to May 1, 2004 may invest  
only in the UIF Capital Growth, Class I Sub-Account and the UIF U.S. Mid Cap  
Value, Class I Sub-Account. Contracts issued prior to May 1, 2004 that  
participate in certain TrueBalance model portfolios may invest in UIF  
Capital Growth, Class II Sub-Account and the UIF U.S. MidCap Value, Class II  
Sub-Account.
- (5)Effective May 1, 2006, the Van Kampen LIT Mid Cap Growth Portfolio, Class II  
(formerly called the Van Kampen LIT Aggressive Growth Portfolio, Class II)  
was closed to new investments. If you are currently invested in the Variable  
Sub-Account that invests in this Portfolio, you may continue your  
investment. If, prior to May 1, 2006, you enrolled in one of our automatic  
transaction programs such as automatic additions, portfolio rebalancing, or  
dollar cost averaging, we will continue to effect automatic transactions  
into the Variable Sub-Account in accordance with that program. Outside of  
these automatic transaction programs, additional allocations will not be  
allowed.\*

(6) Effective February 13, 2009, the Putnam VT New Value Fund - Class IB was reorganized into the Putnam VT Equity Income Fund - Class IB.

(7) Effective May 1, 2009, the FTVIP Mutual Discovery Securities Fund - Class 2 changed its name to FTVIP Mutual Global Discovery Securities Fund - Class 2, and the FTVIP Templeton Global Income Securities Fund - Class 2 changed its name to FTVIP Templeton Global Bond Securities Fund - Class 2.

(8) Effective January 2, 2009, the Putnam VT Health Sciences Fund - Class IB changed its name to Putnam VT Global Health Care Fund - Class IB, and the Putnam VT Utilities Growth and Income Fund - Class IB changed its name to Putnam VT Global Utilities Fund - Class IB.

\* As noted above, certain Variable Sub-Accounts are closed to new investments. If you invested in these Variable Sub-Accounts prior to the effective close date, you may continue your investments. If prior to the effective close date, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing or dollar cost averaging, we will continue to effect automatic transactions to these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

Rider Date on or after October 1, 2004

If your TrueReturn Option Rider Date is on or after October 1, 2004, and you choose Model Portfolio Option 2 or transfer your entire Contract Value into Model Portfolio Option 2, you may allocate your



Contract Value among any of a selected group of available Variable Sub-Accounts listed below. However, you may not allocate your Contract Value among any of the excluded Variable Sub-Accounts listed below. You may choose to invest in or transfer among any of the available Variable Sub-Accounts. However, each transfer you make will count against the 12 transfers you can make each Contract Year without paying a transfer fee.

The following table lists the available and excluded Variable Sub-Accounts under Model Portfolio Option 2 (Rider Date on or after October 1, 2004)/(1)/:

Model Portfolio Option 2  
(Rider Date on or after October 1, 2004)

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Available  
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Fidelity VIP Freedom Income - Service Class 2 Sub-Account  
 Fidelity VIP Freedom 2010 - Service Class 2 Sub-Account  
 Fidelity VIP Freedom 2020 - Service Class 2 Sub-Account  
 Fidelity VIP Freedom 2030 - Service Class 2 Sub-Account  
 Fidelity VIP Contrafund(R) - Service Class 2 Sub-Account  
 Fidelity VIP Index 500 - Service Class 2 Sub-Account  
 Fidelity VIP Mid Cap - Service Class 2 Sub-Account  
 FTVIP Franklin Growth and Income Securities - Class 2 Sub-Account  
 FTVIP Franklin Income Securities - Class 2 Sub-Account  
 FTVIP Franklin Large Cap Growth Securities - Class 2 Sub-Account  
 FTVIP Franklin Small Cap Value Securities - Class 2 Sub-Account  
 FTVIP Mutual Global Discovery Securities - Class 2 Sub-Account/(6)/ FTVIP  
 Franklin U.S. Government - Class 2 Sub-Account  
 FTVIP Mutual Shares Securities - Class 2 Sub-Account  
 FTVIP Templeton Developing Markets Securities - Class 2 Sub-Account  
 FTVIP Templeton Foreign Securities - Class 2 Sub-Account  
 Lord Abbett Series - All Value Sub-Account  
 Lord Abbett Series - Bond-Debenture Sub-Account  
 Lord Abbett Series - Growth and Income Sub-Account  
 Lord Abbett Series - Growth Opportunities Sub-Account  
 Lord Abbett Series - Mid-Cap Value Sub-Account  
 Oppenheimer MidCap/VA - Service Shares Sub-Account  
 Oppenheimer Balanced/VA - Service Shares Sub-Account  
 Oppenheimer Core Bond/VA - Service Shares Sub-Account  
 Oppenheimer Capital Appreciation/VA - Service Shares Sub-Account  
 Oppenheimer High Income/VA - Service Shares Sub-Account  
 Oppenheimer Main Street(R)/VA - Service Shares Sub-Account  
 Oppenheimer Main Street Small Cap(R)/VA - Service Shares Sub-Account  
 Oppenheimer Strategic Bond/VA - Service Shares Sub-Account  
 Putnam VT Equity Income - Class IB Sub-Account/(5)/  
 Putnam VT Global Asset Allocation - Class IB Sub-Account  
 Putnam VT Growth and Income - Class IB Sub-Account  
 Putnam VT High Yield - Class IB Sub-Account  
 Putnam VT Income - Class IB Sub-Account  
 Putnam VT International Equity - Class IB Sub-Account  
 Putnam VT Investors - Class IB Sub-Account  
 Putnam VT Money Market - Class IB Sub-Account  
 Putnam VT The George Putnam Fund of Boston - Class IB Sub-Account  
 Putnam VT Voyager - Class IB Sub-Account  
 UIF Emerging Markets Debt, Class II Sub-Account/(2)/  
 UIF Equity and Income, Class II Sub-Account/(2)/  
 UIF Global Franchise, Class II Sub-Account/(2)/  
 UIF Mid Cap Growth, Class II Sub-Account/(2)/  
 UIF U.S. Mid Cap Value, Class I Sub-Account & UIF U.S. Mid Cap Value, Class II  
 Sub-Account/(2)(3)/  
 UIF U.S. Real Estate, Class II Sub-Account/(2) /  
 Van Kampen LIT Capital Growth, Class II Sub-Account  
 Van Kampen LIT Comstock, Class II Sub-Account  
 Van Kampen LIT Growth and Income, Class II Sub-Account  
 Van Kampen LIT Money Market, Class II Sub-Account

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Excluded  
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Fidelity VIP Growth Stock - Service Class 2 Sub-Account  
 Oppenheimer Global Securities/VA - Service Shares Sub-Account  
 Putnam VT Vista - Class IB Sub-Account  
 UIF Capital Growth, Class I Sub-Account &  
 UIF Capital Growth, Class II Sub-Account/(2)(3)/  
 UIF Small Company Growth, Class II Sub-Account/(2)/  
 Van Kampen LIT Mid Cap Growth, Class II Sub-Account/(4)/  
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(1)The FTVIP Franklin Small-Mid Cap Growth Securities - Class 2 Sub-Account and the FTVIP Templeton Global Bond Securities - Class 2 Sub-Account, which were closed to new investments effective May 1, 2003, are not available with the TrueReturn Option. You must transfer any portion of your Contract Value that is allocated to these Variable Sub-Accounts to any of the remaining Variable Sub-Accounts offered with the TrueReturn Option prior to adding the TrueReturn Option to your Contract.\*

(2)Morgan Stanley Investment Management Inc., the adviser to the UIF Portfolios, does business in certain instances using the name Van Kampen.

(3)The UIF Capital Growth, Class II Sub-Account and the UIF U.S. Mid Cap Value, Class II Sub-Account are offered with Contracts issued on or after May 1, 2004. Contract Owners of Contracts issued prior to May 1, 2004 may invest only in the UIF Capital Growth, Class I Sub-Account and the UIF U.S. Mid Cap Value, Class I Sub-Account. Contracts issued prior to May 1, 2004 that participate in certain TrueBalance model portfolios may invest in UIF

Capital Growth, Class II Sub-Account and the UIF U.S. MidCap Value, Class II Sub-Account.

(4) Effective May 1, 2006, the Van Kampen LIT Mid Cap Growth Portfolio, Class II (formerly called the Van Kampen LIT Aggressive Growth Portfolio, Class II) was closed to new investments. If you are currently invested in the Variable Sub-Account that invests in this Portfolio, you may continue your investment. If, prior to May 1, 2006, you enrolled in one of our automatic transaction programs such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into the Variable Sub-Account in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.\*

(5) Effective February 13, 2009, the Putnam VT New Value Fund - Class IB was reorganized into the Putnam VT Equity Income Fund - Class IB.

(6) Effective May 1, 2009, the FTVIP Mutual Discovery Securities Fund - Class 2 changed its name to FTVIP Mutual Global Discovery Securities Fund - Class 2.

\* As noted above, certain Variable Sub-Accounts are closed to new investments. If you invested in these Variable Sub-Accounts prior to the effective close date, you may continue your investments. If prior to the effective close date, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing or dollar cost averaging, we will continue to effect automatic transactions to these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed. If you choose to add this TrueReturn Option on or after the effective close date, you must transfer any portion of your Contract Value that is allocated to these Variable Sub-Accounts to any of the remaining Variable Sub-Accounts available with this TrueReturn Option prior to adding it to your Contract.

TrueBalance/SM/ Model Portfolio Options.

If you choose one of the TrueBalance/SM/ Model Portfolio Options or transfer your entire Contract Value into one

of the TrueBalance/SM/ Model Portfolio Options, you may not choose the Variable Sub-Accounts or make transfers among the Variable Sub-Accounts in the TrueBalance Model Portfolio Option. Each TrueBalance Model Portfolio involves an allocation of assets among a group of pre-selected Variable Sub-Accounts. You cannot make transfers among the Variable Sub-Accounts nor vary the Variable Sub-Accounts that comprise a TrueBalance Model Portfolio Option. If you choose a TrueBalance Model Portfolio Option, we will invest and periodically reallocate your Contract Value according to the allocation percentages and requirements for the TrueBalance Model Portfolio Option you have selected currently. For more information regarding the TrueBalance program, see the "TrueBalance/SM/ Asset Allocation Program" section of this prospectus. However, note that the restrictions described in this section, specifically the restrictions on transfers and the requirement that all of your Contract Value be allocated to a TrueBalance Model Portfolio Option, apply to the TrueBalance program only if you have added the TrueReturn Option to your Contract.

Please note only certain TrueBalance Model Portfolio Options are available with your TrueReturn Option as summarized in the table under Investment Requirements above.

#### Cancellation of the TrueReturn Option.

You may not cancel the TrueReturn Option or make transfers, changes to your investment allocations, or changes to the Automatic Portfolio Rebalancing Program that are inconsistent with the investment restrictions applicable to your Guarantee Option and/or Model Portfolio Option prior to the 5th Rider Anniversary. Failure to comply with the investment requirements for any reason may result in the cancellation of the TrueReturn Option. On or after the 5th Rider Anniversary, we will cancel the TrueReturn Option if you make transfers, changes to your investment allocations, or changes to the Automatic Portfolio Rebalancing Program that are inconsistent with the investment requirements applicable to your Guarantee Option and/or Model Portfolio Option. We will not cancel the TrueReturn Option or make any changes to your investment allocations or to the Automatic Portfolio Rebalancing Program that are inconsistent with the investment restrictions applicable to your Guarantee Option until we receive notice from you that you wish to cancel the TrueReturn Option. No Accumulation Benefit will be paid if you cancel the Option prior to the Rider Maturity Date.

#### Death of Owner or Annuitant.

If the Contract Owner or Annuitant dies before the Rider Maturity Date and the Contract is continued under Option D of the Death of Owner or Death of Annuitant provision of your Contract, as described on page 79 of this prospectus, then the TrueReturn Option will continue, unless the new Contract Owner elects to cancel this Option. If the TrueReturn Option is continued, it will remain in effect until terminated. If the Contract is not continued under Option D, then the TrueReturn Option will terminate on the date we receive a Complete Request for Settlement of the Death Proceeds.

#### Rider Trade-In Option.

We offer a "Rider Trade-In Option" that allows you to cancel your TrueReturn Option and immediately add a new TrueReturn Option ("New Option"), provided all of the following conditions are met:

- .. The trade-in must occur on or after the 5th Rider Anniversary and prior to the Rider Maturity Date. We reserve the right to extend the date at which time the trade-in may occur to up to the 10th anniversary of the Rider Date at any time in our sole discretion. Any change we make will not apply to a TrueReturn Option that was added to your Contract prior to the implementation date of the change.
- .. The New Option will be made a part of your Contract on the date the existing TrueReturn Option is cancelled, provided it is cancelled for reasons other than the termination of your Contract.
- .. The New Option must be a TrueReturn Option that we make available for use with the Rider Trade-In Option.
- .. The issue requirements and terms and conditions of the New Option must be met as of the date the New Option is made a part of your Contract.

For example, if you trade-in your TrueReturn Option:

- .. the new Rider Fee will be based on the Rider Fee percentage applicable to a new TrueReturn Option at the time of trade-in;
- .. the Benefit Base for the New Option will be based on the Contract Value as of the new Rider Date;
- .. the AB Factor will be determined by the Rider Periods and Guarantee Options available with the New Option;
- .. the Model Portfolio Options will be determined by the Model Portfolio Options offered with the Guarantee Options available with the New Option;
- .. any waiting period for canceling the New Option will start again on the new Rider Date;
- .. any waiting period for exercising the Rider Trade-In Option will start again on the new Rider Date; and
- .. the terms and conditions of the Rider Trade-In Option will be according to

the requirements of the New Option.

We are also making the Withdrawal Benefit Options available at the time of your first utilization of this TrueReturn Rider Trade-In Option. We may discontinue offering any of these Withdrawal Benefit Options under the Rider Trade-In Option with respect to new TrueReturn Options added in the future at anytime at our discretion. If we do so, TrueReturn Options issued prior to this time will continue to have a Withdrawal Benefit Option available at the time of the first utilization of this TrueReturn Rider Trade-In Option. You may cancel your TrueReturn Option and immediately add a new SureIncome Option, a new SureIncome Plus Option, or a new SureIncome For Life Option, provided all of the following conditions are met:

- .. The trade-in must occur on or after the 5th Rider Anniversary and prior to the Rider Maturity Date. At our discretion, we reserve the right to extend the date at which time the trade-in may occur up to the 10th anniversary of the Rider Date at any time. Any change we make will not apply to a TrueReturn Option that was added to your Contract prior to the implementation date of the change.
- .. The new Withdrawal Benefit Option will be made a part of your Contract on the date the existing TrueReturn Option is cancelled, provided it is cancelled for reasons other than the termination of your Contract.
- .. The new Withdrawal Benefit Option must be a Withdrawal Benefit Option that we make available for use with this Rider Trade-In Option.
- .. The issue requirements and terms and conditions of the new Withdrawal Benefit Option must be met as of the date the new Withdrawal Benefit Option is made a part of your Contract. Currently, if you select the SureIncome or SureIncome Plus Withdrawal Benefit Option by utilizing the Rider Trade-In Option, the maximum age of any Contract Owner or Annuitant on the Rider Application Date is age 85. For other Withdrawal Benefit Options that may be selected in the future utilizing the Rider Trade-In Option, issue age requirements may differ.

You should consult with your sales representative before trading in your TrueReturn Option.

Termination of the TrueReturn Option.

The TrueReturn Option will terminate on the earliest of the following to occur:

- .. on the Rider Maturity Date;
- .. on the Payout Start Date;
- .. on the date your Contract is terminated;
- .. on the date the Option is cancelled;
- .. on the date we receive a Complete Request for Settlement of the Death Proceeds; or
- .. on the date the Option is replaced with a New Option under the Rider Trade-In Option.

We will not pay an Accumulation Benefit if the TrueReturn Option is terminated for any reason prior to the Rider Maturity Date.

Fidelity VIP Freedom Funds Model Portfolio Options.

If you choose one of the Fidelity VIP Freedom Funds Model Portfolio Options or transfer your entire Contract Value into one of the Fidelity VIP Freedom Funds Model Portfolio Options we will invest your Contract Value entirely into the Fidelity VIP Freedom Sub-Account associated with the Fidelity VIP Freedom Funds Model Portfolio Option you have currently selected. The following table lists the Fidelity VIP Freedom Sub-Account associated with each Fidelity VIP Freedom Funds Model Portfolio Option:

Fidelity VIP Freedom Funds Model Portfolio Options	Fidelity VIP Freedom Sub-Account
Fidelity VIP Freedom Income Fund Model Portfolio Option	Fidelity VIP Freedom Income - Service Class 2 Sub-Account
Fidelity VIP Freedom 2010 Fund Model Portfolio Option	Fidelity VIP Freedom 2010 - Service Class 2 Sub-Account
Fidelity VIP Freedom 2020 Fund Model Portfolio Option	Fidelity VIP Freedom 2020 - Service Class 2 Sub-Account
Fidelity VIP Freedom 2030 Fund Model Portfolio Option	Fidelity VIP Freedom 2030 - Service Class 2 Sub-Account

The Fidelity VIP Freedom Funds Model Portfolio Options are available as Model Portfolio Options under Guarantee Option 1 and Guarantee Option 2 (Rider Date prior to October 1, 2004). For Guarantee Option 2 (Rider Date on or after October 1, 2004), the Fidelity VIP Freedom Funds are part of the available Variable Sub-Accounts listed under Model Portfolio Option 2. Please note only certain Fidelity VIP Freedom Funds Model Portfolio Options are available with your TrueReturn Option as summarized in the table under Investment Requirements above.

"Withdrawal Benefit Options" is used to refer collectively to the SureIncome Withdrawal Benefit Option, the SureIncome Plus Withdrawal Benefit Option, and the SureIncome For Life Withdrawal Benefit Option. "Withdrawal Benefit Option" is used to refer to any one of the Withdrawal Benefit Options.

Some broker-dealers or banks may limit the availability of one or more Withdrawal Benefit Option. Your individual sales representative will describe any limitations to you.

#### SUREINCOME WITHDRAWAL BENEFIT OPTION

We offer the SureIncome Withdrawal Benefit Option ("SureIncome Option"), which is available for an additional fee.

The SureIncome Option provides a guaranteed withdrawal benefit that gives you the right to take limited partial withdrawals that total an amount equal to

your purchase payments plus any applicable credit enhancements (subject to certain restrictions). Therefore, regardless of the subsequent fluctuations in the value of your Contract Value, you are entitled to a Benefit Payment each Benefit Year until your Benefit Base is exhausted (terms defined below).

The SureIncome Option guarantees an amount up to the "Benefit Payment Remaining" which will be available for withdrawal from the Contract each "Benefit Year" until the "Benefit Base" (defined below) is reduced to zero. If the Contract Value is reduced to zero and the Benefit Base is still greater than zero, we will distribute an amount equal to the Benefit Base to the Contract owner as described below under the "Withdrawal Benefit Payout Phase".

For purposes of the SureIncome Option, "withdrawal" means the gross amount of a withdrawal before any applicable charges such as withdrawal charges, fees, taxes or adjustments including any applicable Market Value Adjustments and surrender charges. Under the SureIncome Option, we do not treat a withdrawal that reduces the Contract Value to less than \$1,000 as a withdrawal of the entire Contract Value.

The "Rider Date" is the date the SureIncome Option was made a part of your Contract. The initial Benefit Year is the period between the Rider Date and the first Contract Anniversary after the Rider Date. Each subsequent Benefit Year is identical to the Contract Year.

The SureIncome Option is available at issue of the Contract, or may be added later, subject to availability and issue requirements. You may not add the SureIncome Option to your Contract after Contract issue without our prior approval if your Contract Value is greater than \$1,000,000 at the time you choose to add the SureIncome Option. Currently, you may have only one Withdrawal Benefit Option (SureIncome, SureIncome Plus or SureIncome For Life) in effect on your Contract at one time. You may only have one of the following in effect on your Contract at the same time: a Withdrawal Benefit Option, a TrueReturn Option, or a Retirement Income Guarantee Option. The SureIncome Option is only available if the oldest Contract Owner and oldest Annuitant are age 85 or younger on the effective date of the Rider (the "Rider Application Date"). (The maximum age may depend on your state.) The SureIncome Option is not available to be added to a Contract categorized as a Tax Sheltered Annuity as defined under Internal Revenue Code Section 403(b) at this time. We reserve the right to make the SureIncome Option available to such Contracts on a nondiscriminatory basis in the future at our discretion. Once added to your Contract, the SureIncome Option may be cancelled at any time on or after the 5th calendar year anniversary of the Rider Date by notifying us in writing in a form satisfactory to us.

We may discontinue offering, at any time without prior notice, the SureIncome Option to new Contract Owners and to existing Contract Owners who did not elect the SureIncome Option prior to the date of discontinuance.

#### Withdrawal Benefit Factor

The "Withdrawal Benefit Factor" is used to determine the "Benefit Payment" and Benefit Payment Remaining. We currently offer a Withdrawal Benefit Factor equal to 8%. We reserve the right to make other Withdrawal Benefit Factors available in the future for new SureIncome Options and/or to eliminate the current Withdrawal Benefit Factor. Once a Withdrawal Benefit Factor has been established for a SureIncome Option, it cannot be changed after the Rider Date unless that SureIncome Option is terminated.

#### Benefit Payment and Benefit Payment Remaining

The Benefit Payment is the amount available at the beginning of each Benefit Year that you may withdraw during that Benefit Year. The Withdrawal Benefit Factor and the Benefit Base are used to determine your Benefit Payment. The Benefit Payment Remaining is the amount remaining after any previous withdrawals in a Benefit Year that you may withdraw without reducing your Benefit Base by more than the amount of the withdrawal and without reducing your Benefit Payment available in future Benefit Years. Please note that any purchase payments or withdrawals made on a Contract Anniversary would be applied to the Benefit Year that just ended on that Contract Anniversary.

The Benefit Payment Remaining is equal to the Benefit Payment at the beginning of each Benefit Year.

During each Benefit Year the Benefit Payment Remaining will be increased by purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts) multiplied by the Withdrawal Benefit Factor (currently 8% for new SureIncome Options) and reduced by the amount of each withdrawal. The Benefit Payment Remaining will never be less than zero.

On the Rider Date, the Benefit Payment is equal to the greater of:

- .. The Contract Value multiplied by the Withdrawal Benefit Factor (currently 8% for new SureIncome Options); or
- .. The value of the Benefit Payment of the previous Withdrawal Benefit Option (attached to your Contract) which is being terminated under a rider trade-in option (see "Rider Trade-In Option" below for more information), if applicable.

After the Rider Date, the Benefit Payment will be increased by purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts) multiplied by the Withdrawal Benefit Factor and affected by withdrawals as follows:

.. If the withdrawal is less than or equal to the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Payment is unchanged.



.. If the withdrawal is greater than the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Payment will be the lesser of:

- . The Benefit Payment immediately prior to the withdrawal; or
- . The Contract Value immediately prior to withdrawal less the amount of the withdrawal, multiplied by the Withdrawal Benefit Factor.

The Benefit Payment Remaining at the time of a withdrawal during a calendar year will be increased on a nondiscriminatory basis in order to satisfy IRS minimum distribution requirements on the Contract under which this Option has been elected. The Benefit Payment Remaining will be increased by the excess of the IRS minimum distribution required on the Contract as calculated at the end of the previous calendar year and the Benefit Payment at the end of the previous calendar year. For the purposes of this calculation, the Benefit Payment Remaining will not be increased if a Withdrawal Benefit Option was not attached to this Contract as of the end of the previous calendar year. Note that any systematic withdrawal programs designed to satisfy IRS minimum distribution requirements may need to be modified to ensure guarantees under this Option are not impacted by the withdrawals. This modification may result in uneven payment amounts throughout the year.

#### Benefit Base

The Benefit Base is not available as a Contract Value or Settlement Value. The Benefit Base is used solely to help calculate the Rider Fee, the amount that may be withdrawn and payments that may be received under the SureIncome Option. On the Rider Date, the Benefit Base is equal to the Contract Value. After the Rider Date, the Benefit Base will be increased by purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts) and decreased by withdrawals as follows:

- .. If the withdrawal is less than or equal to the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Base will be reduced by the amount of the withdrawal.
- .. If the withdrawal is greater than the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Base will be the lesser of:
  - . The Contract Value immediately prior to withdrawal less the amount of the withdrawal; or
  - . The Benefit Base immediately prior to withdrawal less the amount of the withdrawal.

The Benefit Base may also be reduced in other situations as detailed in the "Contract Owner and Assignment of Payments or Interest" section below.

If the Benefit Base is reduced to zero, this SureIncome Option will terminate.

For numerical examples that illustrate how the values defined under the SureIncome Option are calculated, see Appendix H.

#### Contract Owner and Assignment of Payments or Interest

If you change the Contract Owner or assign any payments or interest under this Contract, as allowed, to any living or non-living person other than your spouse on or after the first calendar year anniversary of the Rider Date, the Benefit Base will be recalculated to be the lesser of the Contract Value and the Benefit Base at the time of assignment.

#### Contract Value

If your Contract Value is reduced to zero due to fees or withdrawals and your Benefit Base is still greater than zero, your Contract will immediately enter the Withdrawal Benefit Payout Phase. Under the SureIncome Option, we currently do not treat a withdrawal that reduces the Contract Value to less than \$1,000 as a withdrawal of the entire Contract Value. We reserve the right to change this at any time.

#### Withdrawal Benefit Payout Phase

Under the Withdrawal Benefit Payout Phase, the Accumulation Phase of the Contract ends and the Contract enters the Payout Phase subject to the following:

The "Withdrawal Benefit Payout Start Date" is the date the Withdrawal Benefit Payout Phase is entered and the Accumulation Phase of the Contract ends.

No further withdrawals, purchase payments or any other actions associated with the Accumulation Phase can be made after the Withdrawal Benefit Payout Start Date.

Under the Withdrawal Benefit Payout Phase, the Payout Start Date is the first day of the next Benefit Year after the Withdrawal Benefit Payout Start Date. We reserve the right to allow other Payout Start Dates on a nondiscriminatory basis without prior notice.

During the Withdrawal Benefit Payout Phase, we will make scheduled fixed income payments to the Owner (or new Contract Owner) at the end of each month starting one month after the Payout Start Date. The amount of each payment will be equal to the Benefit Payment divided by 12, unless a payment frequency other than monthly is requested. The request must be in a form acceptable to us and processed by us before the first payment is made. (The amount of each payment

will be adjusted accordingly; i.e., if the payment frequency requested is quarterly, the amount of each payment will be equal to the Benefit Payment divided by 4.) Payments will be made over a period certain such that total payments made will equal the Benefit Base on the Payout

Start Date; therefore, the final payment may be less than each of the previous payments. If your Contract is subject to Internal Revenue Code Section 401(a)(9), the period certain cannot exceed that which is required by such section and the regulations promulgated thereunder. Therefore, the amount of each payment under the SureIncome Option may be larger so that the sum of the payments made over this period equals the Benefit Base on the Payout Start Date. Additionally, if your Contract is subject to Internal Revenue Code Section 401(a)(9), we will not permit a change in the payment frequency or level.

If your Contract is not subject to Internal Revenue Code Section 401(a)(9), we reserve the right to allow other payment frequencies or levels on a nondiscriminatory basis without prior notice. In no event will we allow more than one change in the payment frequency or level during a Contract Year.

If the Owner dies before all payments have been made, the remaining payments will continue to be made to the new Contract Owner as scheduled.

Once all scheduled payments have been paid, the Contract will terminate.

Generally, you may not make withdrawals, purchase payments or take any other actions associated with the Accumulation Phase after the commencement of the Withdrawal Benefit Payout Start Date.

#### Investment Requirements

If you add a SureIncome Option to your Contract, you must adhere to certain requirements related to the investment alternatives in which you may invest. These requirements are described in "Investment Requirements (Applicable to All Withdrawal Benefit Options)" below.

#### Cancellation of the SureIncome Option

You may not cancel the SureIncome Option prior to the 5th calendar year anniversary of the Rider Date. On or after the 5th calendar year anniversary of the Rider Date you may cancel the rider by notifying us in writing in a form satisfactory to us. We reserve the right to extend the date at which time the cancellation may occur to up to the 10th calendar year anniversary of the Rider Date at any time in our sole discretion. Any such change we make will not apply to a SureIncome Option that was added to your Contract prior to the implementation date of the change.

#### Rider Trade-In Option

We offer a "Rider Trade-In Option" that allows you to cancel your SureIncome Option and immediately add a new Withdrawal Benefit Option ("New SureIncome Option"). We currently offer the SureIncome Option or SureIncome Plus Withdrawal Benefit Option as New SureIncome Options available under the Rider Trade-In Option. We may also offer other Options ("New Options") under the Rider Trade-In Option. However, you may only select one Option under this Rider Trade-In Option at the time you cancel your SureIncome Option. Currently, we are also making the TrueReturn Accumulation Benefit Option available at the time of your first utilization of this Rider Trade-In Option so that you have the ability to switch from the SureIncome Option to the TrueReturn Accumulation Benefit Option. We may discontinue offering the TrueReturn Option under the Rider Trade-In Option for New SureIncome Options added in the future at anytime at our discretion. If we do so, SureIncome Options issued prior to this time will continue to have a Withdrawal Benefit Option and TrueReturn Option available at the time of the first utilization of this SureIncome Rider Trade-In Option.

This Rider Trade-in Option is available provided all of the following conditions are met:

- .. The trade-in must occur on or after the 5th calendar year anniversary of the Rider Date. We reserve the right to extend the date at which time the trade-in may occur to up to the 10th calendar year anniversary of the Rider Date at any time in our sole discretion. Any change we make will not apply to a SureIncome Option that was added to your Contract prior to the implementation date of the change.
- .. The New SureIncome Option or any New Option will be made a part of your Contract on the date the existing Option is cancelled, provided it is cancelled for reasons other than the termination of your Contract.
- .. The New SureIncome Option or any New Option must be an Option that we make available for use with this Rider Trade-In Option.
- .. The issue requirements and terms and conditions of the New SureIncome Option or the New Option must be met as of the date any such Option is made a part of your Contract. Currently, if you select the SureIncome or SureIncome Plus Withdrawal Benefit Option utilizing the Rider Trade-in Option, the maximum age of any Contract Owner or Annuitant on the Rider Application Date is age 85. For a New SureIncome Option or New Option that may be offered and selected in the future utilizing the Rider Trade-In Option, issue age requirements may differ.

If the New Option is a New SureIncome Option, it must provide that the new Benefit Payment be greater than or equal to your current Benefit Payment as of the date the Rider Trade-In Option is exercised, if applicable.

You should consult with your sales representative before trading in your SureIncome Option.

Death of Owner or Annuitant

If the Owner or Annuitant dies and the Contract is continued under Option D of the Death of Owner or

Death of Annuitant provisions of your Contract, then the SureIncome Option will continue unless the Contract Owner (or new Contract Owner) elects to cancel the SureIncome Option. If the SureIncome Option is continued, it will remain in effect until terminated. If the Contract is not continued under Option D above, then the SureIncome Option will terminate on the date we receive a Complete Request for Settlement of the Death Proceeds.

If the Contract death settlement options are governed by an Endorsement and such Endorsement allows for the continuation of the Contract upon the death of the Owner or Annuitant by the spouse, the SureIncome Option will continue unless the new Owner elects to cancel the SureIncome Option. If the SureIncome Option is continued, it will remain in effect until terminated pursuant to Termination of the SureIncome Option below. If the Contract is not continued, then the SureIncome Option will terminate on the date we received a complete request for settlement of the Death Proceeds.

#### Termination of the SureIncome Option

The SureIncome Option will terminate on the earliest of the following to occur:

- .. The Benefit Base is reduced to zero;
- .. On the Payout Start Date (except if the Contract enters the Withdrawal Benefit Payout Phase as defined under the Withdrawal Benefit Payout Phase section);
- .. On the date the Contract is terminated;
- .. On the date the SureIncome Option is cancelled;
- .. On the date we receive a Complete Request for Settlement of the Death Proceeds; or
- .. On the date the SureIncome Option is replaced with a New Option under the Rider Trade-In Option.

#### SUREINCOME PLUS WITHDRAWAL BENEFIT OPTION

We offer the SureIncome Plus Withdrawal Benefit Option ("SureIncome Plus Option"), except in a limited number of states where it is not currently available, for an additional fee. The SureIncome Plus Option provides a guaranteed withdrawal benefit that gives you the right to take limited partial withdrawals, which may increase during the first 10 years of the Option, that total an amount equal to your purchase payments plus any applicable credit enhancements, subject to certain restrictions. Therefore, regardless of the subsequent fluctuations in the value of your Contract Value, you are entitled to a Benefit Payment each Benefit Year until your Benefit Base is exhausted (see defined terms below). The SureIncome Plus Option also provides an additional death benefit option.

The SureIncome Plus Option guarantees an amount up to the "Benefit Payment Remaining" which will be available for withdrawal from the Contract each "Benefit Year" until the "Benefit Base" (defined below) is reduced to zero. If the Contract Value is reduced to zero and the Benefit Base is still greater than zero, we will distribute an amount equal to the Benefit Base to the Contract Owner as described below under the "Withdrawal Benefit Payout Phase". Prior to the commencement of the Withdrawal Benefit Payout Phase, the SureIncome Plus Option also provides an additional death benefit option, the SureIncome Return of Premium Death Benefit ("SureIncome ROP Death Benefit"). This death benefit option is described below under "Death of Owner or Annuitant" and in the Death Benefits section starting on page 79.

For purposes of the SureIncome Plus Option, "withdrawal" means the gross amount of a withdrawal before any applicable charges such as withdrawal charges, fees, taxes or adjustments including any applicable Market Value Adjustments and surrender charges. Under the SureIncome Plus Option, we do not treat a withdrawal that reduces the Contract Value to less than \$1,000 as a withdrawal of the entire Contract Value.

The "Rider Date" is the date the SureIncome Plus Option was made a part of your Contract. The initial Benefit Year is the period between the Rider Date and the first Contract Anniversary after the Rider Date. Each subsequent Benefit Year is identical to the Contract Year.

The SureIncome Plus Option is available at issue of the Contract, or may be added later, subject to availability and issue requirements. You may not add the SureIncome Plus Option to your Contract after Contract issue without our prior approval if your Contract Value is greater than \$1,000,000 at the time you choose to add the SureIncome Plus Option. Currently, you may have only one Withdrawal Benefit Option in effect on your Contract at one time. You may only have one of the following in effect on your Contract at the same time: a Withdrawal Benefit Option, a TrueReturn Option, or a Retirement Income Guarantee Option. The SureIncome Plus Option is only available if the oldest Contract Owner and oldest Annuitant are age 85 or younger on the effective date of the Rider (the "Rider Application Date"). (The maximum age may depend on your state.) The SureIncome Plus Option may not be added to a Contract categorized as a Tax Sheltered Annuity as defined under Internal Revenue Code Section 403(b) at this time. We reserve the right to make the SureIncome Plus Option available to such Contracts on a nondiscriminatory basis in the future at our discretion. Once added to your Contract, the SureIncome Plus Option may not be cancelled at any time.

We may discontinue offering the SureIncome Plus Option at any time to new Contract Owners and to existing Contract Owners who did not elect the SureIncome Plus Option prior to the date of discontinuance.



## Withdrawal Benefit Factor

The "Withdrawal Benefit Factor" is used to determine the "Benefit Payment" and Benefit Payment Remaining. We currently offer a Withdrawal Benefit Factor equal to 8%. We reserve the right to make other Withdrawal Benefit Factors available in the future for new SureIncome Plus Options and/or to eliminate the current Withdrawal Benefit Factor. Once a Withdrawal Benefit Factor has been established for a SureIncome Plus Option, it cannot be changed after the Rider Date.

## Benefit Payment and Benefit Payment Remaining

The Benefit Payment is the amount available at the beginning of each Benefit Year that you may withdraw during that Benefit Year. The Withdrawal Benefit Factor and the Benefit Base are used to determine your Benefit Payment. The Benefit Payment Remaining is the amount remaining after any previous withdrawals in a Benefit Year that you may withdraw without reducing your Benefit Base and your SureIncome ROP Death Benefit by more than the amount of the withdrawal and without reducing your Benefit Payment available in future Benefit Years. Please note that any purchase payments or withdrawals made on a Contract Anniversary would be applied to the Benefit Year that just ended on that Contract Anniversary.

The Benefit Payment Remaining is equal to the Benefit Payment at the beginning of each Benefit Year.

During each Benefit Year the Benefit Payment Remaining will be increased by purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts) multiplied by the Withdrawal Benefit Factor (currently 8% for new SureIncome Plus Options) and reduced by the amount of each withdrawal. The Benefit Payment Remaining will never be less than zero.

On the Rider Date, the Benefit Payment is equal to the greater of:

- .. The Contract Value multiplied by the Withdrawal Benefit Factor (currently 8% for new SureIncome Plus Options); or
- .. The value of the Benefit Payment of the previous Withdrawal Benefit Option (attached to your Contract) which is being terminated under a rider trade-in option, if applicable. See Rider Trade-In Option, above, under SureIncome Withdrawal Benefit Option for more information.

After the Rider Date, the Benefit Payment will be increased by purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts) multiplied by the Withdrawal Benefit Factor and affected by withdrawals as follows:

- .. If the withdrawal is less than or equal to the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Payment is unchanged.

If the withdrawal is greater than the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Payment will be the lesser of:

- .. The Benefit Payment immediately prior to the withdrawal; or
- .. The Contract Value immediately prior to withdrawal less the amount of the withdrawal, multiplied by the Withdrawal Benefit Factor.

As used in the above calculation, Contract Value incorporates the impact of any purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts) received on the date of this withdrawal, but before the application of any SureIncome Plus Withdrawal Benefit Option Fee, Spousal Protection Benefit Option Fee, Spousal Protection Benefit Option for Custodial Individual Retirement Accounts Fee or Contract Maintenance Charge that may be applicable.

On each of the ten Contract Anniversaries after the Rider Date, the amount of the Benefit Payment may be increased based upon the maximum anniversary value of the Contract according to the following calculation. The Benefit Payment will be recalculated to the greater of:

- .. The Benefit Payment following the application of all purchase payments and withdrawals on that Contract Anniversary; and
- .. The Contract Value on that Contract Anniversary, following the application of all purchase payments, withdrawals, and expenses multiplied by the Withdrawal Benefit Factor.

The Benefit Payment Remaining at the time of a withdrawal during a calendar year will be increased on a nondiscriminatory basis in order to satisfy IRS minimum distribution requirements on the Contract under which this Option has been elected. The Benefit Payment Remaining will be increased by the excess of the IRS minimum distribution required on the Contract as calculated at the end of the previous calendar year and the Benefit Payment at the end of the previous calendar year. For the purposes of this calculation, the Benefit Payment Remaining will not be increased if a Withdrawal Benefit Option was not attached to this Contract as of the end of the previous calendar year. Note that any systematic withdrawal programs designed to satisfy IRS minimum distribution requirements may need to be modified to ensure guarantees under this Option are not impacted by the withdrawals. This modification may result in uneven payment amounts throughout the year.

## Benefit Base

The Benefit Base is not available as a Contract Value or Settlement Value. The Benefit Base is used solely to help calculate the Rider Fee, the amount that may be withdrawn and payments that may be received under the SureIncome Plus Option. On the Rider Date, the Benefit



Base is equal to the Contract Value. After the Rider Date, the Benefit Base will be increased by purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts) and decreased by withdrawals as follows:

- .. If the withdrawal is less than or equal to the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Base will be reduced by the amount of the withdrawal.
- .. If the withdrawal is greater than the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Base will be the lesser of:
  - . The Contract Value immediately prior to the withdrawal less the amount of the withdrawal; or
  - . The Benefit Base immediately prior to the withdrawal less the amount of the withdrawal.

As used in the above calculation, Contract Value incorporates the impact of any purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts) received on the date of this withdrawal, but before the application of any SureIncome Plus Withdrawal Benefit Option Fee, Spousal Protection Benefit Option Fee, Spousal Protection Benefit Option for Custodial Individual Retirement Accounts Fee or Contract Maintenance Charge that may be applicable.

On each of the ten Contract Anniversaries after the Rider Date, the amount of the Benefit Base may be increased based upon the maximum anniversary value of the Contract according to the following calculation. The Benefit Base will be recalculated to the greater of:

- .. The Benefit Base following the application of all purchase payments and withdrawals on that Contract Anniversary; and
- .. The Contract Value on that Contract Anniversary, following the application of all purchase payments, withdrawals and expenses.

The Benefit Base may also be reduced in other situations as detailed in the "Contract Owner and Assignment of Payments or Interest" section below.

If the Benefit Base is reduced to zero, this SureIncome Plus Option will terminate.

For numerical examples that illustrate how the values defined under the SureIncome Plus Option are calculated, see Appendix I.

#### Contract Owner and Assignment of Payments or Interest

If you change the Contract Owner or assign any payments or interest under the Contract, as allowed, to any living or non-living person other than your spouse on or after the first calendar year anniversary of the Rider Date, the Benefit Base will be recalculated to be the lesser of the Contract Value or the Benefit Base at the time of assignment.

#### Contract Value

If your Contract Value is reduced to zero due to fees or withdrawals and your Benefit Base is still greater than zero, your Contract will immediately enter the Withdrawal Benefit Payout Phase. Under the SureIncome Plus Option, we currently do not treat a withdrawal that reduces the Contract Value to less than \$1,000 as a withdrawal of the entire Contract Value. We reserve the right to change this at any time.

#### Withdrawal Benefit Payout Phase

Under the Withdrawal Benefit Payout Phase, the Accumulation Phase of the Contract ends and the Contract enters the Payout Phase.

The "Withdrawal Benefit Payout Start Date" is the date the Withdrawal Benefit Payout Phase is entered and the Accumulation Phase of the Contract ends. No further withdrawals, purchase payments or any other actions associated with the Accumulation Phase of the Contract can be made after the Withdrawal Benefit Payout Start Date. Since the Accumulation Phase ends at this point, the SureIncome ROP Death Benefit no longer applies.

Under the Withdrawal Benefit Payout Phase, the Payout Start Date is the first day of the next Benefit Year after the Withdrawal Benefit Payout Start Date. We reserve the right to allow other Payout Start Dates on a nondiscriminatory basis without prior notice.

During the Withdrawal Benefit Payout Phase, we will make scheduled fixed income payments to the Owner (or new Contract Owner) at the end of each month starting one month after the commencement of the Payout Start Date. The amount of each payment will be equal to the Benefit Payment divided by 12, unless a payment frequency other than monthly is requested. The request must be in a form acceptable to us and processed by us before the first payment is made. (The amount of each payment will be adjusted accordingly; i.e., if the payment frequency requested is quarterly, the amount of each payment will be equal to the Benefit Payment divided by 4.) Payments will be made over a period certain such that total payments made will equal the Benefit Base on the Payout Start Date; therefore, the final payment may be less than each of the previous payments. If your Contract is subject to Internal Revenue Code Section 401(a)(9), the period certain cannot exceed that which is required by such section and the regulations promulgated thereunder. Therefore, the amount of each payment under the SureIncome Plus Option may be larger so that the sum of the payments made over this period equals the Benefit Base on the Payout

Start Date. Additionally, if your Contract is subject to Internal Revenue Code Section 401(a)(9), we will not permit a change in the payment frequency or level.

If your Contract is not subject to Internal Revenue Code Section 401(a)(9), we reserve the right to allow other

payment frequencies or levels on a nondiscriminatory basis without prior notice. In no event will we allow more than one change in the payment frequency or level during a Contract Year.

If the Owner dies before all payments have been made, the remaining payments will continue to be made to the new Contract Owner as scheduled.

Once all scheduled payments have been paid, the Contract will terminate.

Generally, you may not make withdrawals, purchase payments or take any other actions associated with the Accumulation Phase after the Withdrawal Benefit Payout Start Date.

#### Investment Requirements

If you add a SureIncome Plus Option to your Contract, you must adhere to certain requirements related to the investment alternatives in which you may invest. These requirements are described in "Investment Requirements (Applicable to All Withdrawal Benefit Options)" below.

#### Death of Owner or Annuitant

If the Owner or the Annuitant dies and the Contract is continued under Option D of the Death of Owner or Death of Annuitant provisions of your Contract, then the SureIncome Plus Option will continue unless the Contract Owner (or new Contract Owner) elects to cancel the SureIncome Plus Option. If the SureIncome Plus Option is continued, it will remain in effect until terminated. If the Contract is not continued under Option D above, then the SureIncome Plus Option will terminate on the date we receive a Complete Request for Settlement of the Death Proceeds.

If the Contract death settlement options are governed by an Endorsement and such Endorsement allows for the continuation of the Contract upon the death of the Owner or Annuitant by the spouse, the SureIncome Plus Option will continue unless the new Owner elects to cancel the SureIncome Plus Option. If the SureIncome Plus Option is continued, it will remain in effect until terminated pursuant to Termination of the SureIncome Plus Option below. If the Contract is not continued, then the SureIncome Plus Option will terminate on the date we received a complete request for settlement of the Death Proceeds.

The SureIncome Plus Option also makes available the SureIncome ROP Death Benefit. On the Rider Date, the SureIncome ROP Death Benefit is equal to the Contract Value. After the Rider Date, the SureIncome ROP Death Benefit will be increased by purchase payments (and Credit Enhancements in the case of Allstate Advisor Plus Contracts) and decreased by withdrawals as follows:

- .. If the withdrawal is less than or equal to the Benefit Payment Remaining in effect immediately prior to the withdrawal, the SureIncome ROP Death Benefit will be reduced by the amount of the withdrawal.
- .. If the withdrawal is greater than the Benefit Payment Remaining in effect immediately prior to the withdrawal, the SureIncome ROP Death Benefit will be the lesser of:
  - . The Contract Value immediately prior to withdrawal less the amount of the withdrawal; or
  - . The SureIncome ROP Death Benefit immediately prior to withdrawal less the amount of the withdrawal.

As used in the above calculation, Contract Value incorporates the impact of any purchase payments (and Credit Enhancements in the case of Allstate Advisor Plus Contracts) received on the date of this withdrawal, but before the application of any SureIncome Plus Withdrawal Benefit Option Fee, Spousal Protection Benefit Option Fee, Spousal Protection Benefit Option for Custodial Individual Retirement Accounts Fee or Contract Maintenance Charge that may be applicable.

For numerical examples that illustrate how the SureIncome ROP Death Benefit under the SureIncome Plus Option is calculated, see Appendix I.

Refer to the Death Benefits section (page 76) for more details on the SureIncome ROP Death Benefit.

#### Termination of the SureIncome Plus Option

The SureIncome Plus Option will terminate on the earliest of the following to occur:

- .. The Benefit Base is reduced to zero;
- .. On the Payout Start Date (except if the Contract enters the Withdrawal Benefit Payout Phase as defined under the Withdrawal Benefit Payout Phase section);
- .. On the date the Contract is terminated;
- .. On the date the SureIncome Plus Option is cancelled as detailed under Death of Owner or Annuitant above; or
- .. On the date we receive a Complete Request for Settlement of the Death Proceeds.

#### SUREINCOME FOR LIFE WITHDRAWAL BENEFIT OPTION

We offer the SureIncome For Life Withdrawal Benefit Option ("SureIncome For

Life Option"), except in a limited number of states where it is not currently available, for an additional fee. The SureIncome For Life Option provides a guaranteed withdrawal benefit that gives you the right to take limited partial withdrawals, which may increase during the first 10 years of the Option, as long as the SureIncome Covered Life is alive, subject to certain restrictions. Therefore, regardless of subsequent fluctuations in the value of your Contract Value, you are entitled to a Benefit Payment each Benefit

Year until the death of the SureIncome Covered Life (as defined below), subject to certain restrictions. The SureIncome For Life Option also provides an additional death benefit option.

The SureIncome For Life Option guarantees an amount up to the "Benefit Payment Remaining" which will be available for withdrawal from the Contract each "Benefit Year" as long as the SureIncome Covered Life is alive, subject to certain restrictions. The "SureIncome Covered Life" is the oldest Contract Owner, or the oldest Annuitant if the Contact Owner is a non-living entity, on the Rider Date. If the Contract Value is reduced to zero and the Benefit Payment is still greater than zero, we will distribute an amount equal to the Benefit Payment each year to the Contract Owner as described below under the "Withdrawal Benefit Payout Phase" as long as the SureIncome Covered Life is alive. Prior to the commencement of the Withdrawal Benefit Payout Phase, the SureIncome For Life Option also provides an additional death benefit option, the SureIncome Return of Premium Death Benefit ("SureIncome ROP Death Benefit"). This Option is described below under "Death of Owner or Annuitant" and in the Death Benefits section starting on page 72.

For purposes of the SureIncome For Life Option, "withdrawal" means the gross amount of a withdrawal before any applicable charges such as withdrawal charges, fees, taxes or adjustments including any applicable Market Value Adjustments and surrender charges. Under the SureIncome For Life Option, we do not treat a withdrawal that reduces the Contract Value to less than \$1,000 as a withdrawal of the entire Contract Value.

The "Rider Date" is the date the SureIncome For Life Option was made a part of your Contract. The initial Benefit Year is the period between the Rider Date and the first Contract Anniversary after the Rider Date. Each subsequent Benefit Year is identical to the Contract Year.

The SureIncome For Life Option is available at issue of the Contract, or may be added later, subject to availability and issue requirements. You may not add the SureIncome For Life Option to your Contract after Contract issue without our prior approval if your Contract Value is greater than \$1,000,000 at the time you choose to add the SureIncome For Life Option. Currently, you may have only one Withdrawal Benefit Option in effect on your Contract at one time. You may only have one of the following in effect on your Contract at the same time: a Withdrawal Benefit Option, a TrueReturn Option, or a Retirement Income Guarantee Option. The SureIncome For Life Option is only available if the oldest Contract Owner or the oldest Annuitant, if the Contract Owner is a non-living entity (i.e., the SureIncome Covered Life) is between the ages of 50 and 79, inclusive, on the effective date of the Rider (the "Rider Application Date"). (The maximum age may depend on your state.) The SureIncome For Life Option may not be added to a Contract categorized as a Tax Sheltered Annuity as defined under Internal Revenue Code Section 403(b) at this time. We reserve the right to make the SureIncome For Life Option available to such Contracts on a nondiscriminatory basis in the future at our discretion. Once added to your Contract, the SureIncome For Life Option may not be cancelled at any time.

We may discontinue offering the SureIncome For Life Option at any time to new Contract Owners and to existing Contract Owners who did not elect the SureIncome For Life Option prior to the date of discontinuance.

#### Withdrawal Benefit Factor

The "Withdrawal Benefit Factor" is used to determine the "Benefit Payment" and Benefit Payment Remaining. Prior to the earlier of the date of the first withdrawal after the issuance of the SureIncome For Life Option or the date the Contract enters the Withdrawal Benefit Payout Phase, the Withdrawal Benefit Factor used in these determinations may change as shown below. Generally speaking, during this period the Withdrawal Benefit Factor will increase as the SureIncome Covered Life grows older. On the earlier of the date of the first withdrawal after the issuance of the SureIncome for Life Option or the date the Contract enters the Withdrawal Benefit Payout Phase, the Withdrawal Benefit Factor will be fixed at the then applicable rate, based on the then current attained age of the SureIncome Covered Life, and will be used in all subsequent determinations of Benefit Payments and Benefit Payments Remaining. After this date the Withdrawal Benefit Factor will not change.

We currently offer the following Withdrawal Benefit Factors:

Attained Age of SureIncome Covered Life	Withdrawal Benefit Factor
50 - 59	4%
60 - 69	5%
70 +	6%

The Withdrawal Benefit Factors and age ranges applicable to your Contract are set on the Rider Date. They cannot be changed after the SureIncome For Life Option has been added to your Contract. We reserve the right to make other Withdrawal Benefit Factors available in the future for new SureIncome For Life Options, change the age ranges to which they apply, and/or to eliminate currently available Withdrawal Benefit Factors.

#### Benefit Payment and Benefit Payment Remaining

The Benefit Payment is the amount available at the beginning of each Benefit Year that you may withdraw during that Benefit Year. The Withdrawal Benefit

Factor and the Benefit Base are used to determine your Benefit Payment. The Benefit Payment Remaining is the amount remaining after any previous withdrawals in a

Benefit Year that you may withdraw without reducing your Benefit Base and your SureIncome ROP Death Benefit by more than the amount of the withdrawal and without reducing your Benefit Payment available in future Benefit Years. Please note that any premiums or withdrawals made on a Contract Anniversary are applied to the Benefit Year that just ended on that Contract Anniversary.

The Benefit Payment Remaining is equal to the Benefit Payment at the beginning of each Benefit Year.

On the Rider Date, the Benefit Payment is equal to the Contract Value multiplied by the Withdrawal Benefit Factor based on the current attained age of the SureIncome Covered Life.

After the Rider Date, the Benefit Payment and Benefit Payment Remaining will be increased by purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts) multiplied by the Withdrawal Benefit Factor based on the current attained age of the SureIncome Covered Life. On the date of the first withdrawal after the Rider Date the Benefit Payment and Benefit Payment Remaining will equal the Withdrawal Benefit Factor based on the current attained age of the SureIncome Covered Life multiplied by the Benefit Base immediately after application of any purchase payments, but prior to the withdrawal on that date. The Withdrawal Benefit Factor used in all future calculations will not change.

After the first withdrawal, the Benefit Payment Remaining will be increased by purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts) multiplied by the Withdrawal Benefit Factor. The Benefit Payment Remaining is reduced by the amount of any withdrawal. The Benefit Payment Remaining will never be less than zero.

After the first withdrawal, the Benefit Payment will be increased by purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts) multiplied by the Withdrawal Benefit Factor. The Benefit Payment is affected by withdrawals as follows:

- .. If a withdrawal is less than or equal to the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Payment is unchanged.
- .. If a withdrawal is greater than the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Payment will be the lesser of:
  - . The Benefit Payment immediately prior to the withdrawal; or
  - . The Benefit Base immediately after the withdrawal multiplied by the Withdrawal Benefit Factor.

If the Benefit Payment is reduced to zero, the SureIncome For Life Option will terminate.

On each of the ten Contract Anniversaries after the Rider Date, the amount of the Benefit Payment may be increased based upon the maximum anniversary value of the Contract according to the following calculation. The Benefit Payment will be recalculated to the greater of:

- .. The Benefit Payment following application of all purchase payments and withdrawals on that Contract Anniversary; or
- .. The Contract Value on that Contract Anniversary, following the application of all purchase payments, withdrawals and expenses, multiplied by the Withdrawal Benefit Factor currently applicable.

The Benefit Payment Remaining at the time of a withdrawal during a calendar year will be increased on a nondiscriminatory basis in order to satisfy IRS minimum distribution requirements on the Contract under which this Option has been elected. The Benefit Payment Remaining will be increased by the excess of the IRS minimum distribution required on the Contract as calculated at the end of the previous calendar year and the Benefit Payment at the end of the previous calendar year. For the purposes of this calculation, the Benefit Payment Remaining will not be increased if a Withdrawal Benefit Option was not attached to this Contract as of the end of the previous calendar year. Note that any systematic withdrawal programs designed to satisfy IRS minimum distribution requirements may need to be modified to ensure guarantees under this Option are not impacted by the withdrawals. This modification may result in uneven payment amounts throughout the year.

#### Benefit Base

The Benefit Base is not available as a Contract Value or Settlement Value. The Benefit Base is used solely to help calculate the Rider Fee, the amount that may be withdrawn and payments that may be received under the SureIncome For Life Option. On the Rider Date, the Benefit Base is equal to the Contract Value. After the Rider Date, the Benefit Base will be increased by purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts) and decreased by withdrawals as follows:

- .. If the withdrawal is less than or equal to the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Base will be reduced by the amount of the withdrawal.
- .. If the withdrawal is greater than the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Base will be the lesser of:

- . The Contract Value immediately prior to withdrawal less the amount of the withdrawal; or
- . The Benefit Base immediately prior to withdrawal less the amount of the withdrawal (this value cannot be less than zero).



As used in the above calculation, Contract Value incorporates the impact of any purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts) received on the date of this withdrawal, but before the application of any SureIncome For Life Withdrawal Benefit Option Fee, Spousal Protection Benefit Option Fee, Spousal Protection Benefit Option for Custodial Individual Retirement Accounts Fee or Contract Maintenance Charge that may be applicable.

On each of the ten Contract Anniversaries after the Rider Date, the amount of the Benefit Base may be increased based upon the maximum anniversary value of the Contract according to the following calculation. The Benefit Base will be recalculated to the greater of:

- .. The Benefit Base following the application of all purchase payments and withdrawals on that Contract Anniversary; and
- .. The Contract Value on that Contract Anniversary, following the application of all purchase payments, withdrawals and expenses.

For numerical examples that illustrate how the values defined under the SureIncome For Life Option are calculated, see Appendix J.

#### Contract Value

If your Contract Value is reduced to zero due to fees or withdrawals and your Benefit Payment is still greater than zero, your Contract will immediately enter the Withdrawal Benefit Payout Phase. Under the SureIncome For Life Option, we currently do not treat a withdrawal that reduces the Contract Value to less than \$1,000 as a withdrawal of the entire Contract Value. We reserve the right to change this at any time.

#### Withdrawal Benefit Payout Phase

Under the Withdrawal Benefit Payout Phase, the Accumulation Phase of the Contract ends and the Contract enters the Payout Phase.

The "Withdrawal Benefit Payout Start Date" is the date the Withdrawal Benefit Payout Phase is entered and the Accumulation Phase of the Contract ends. No further withdrawals, purchase payments or any other actions associated with the Accumulation Phase of the Contract can be made after the Withdrawal Benefit Payout Start Date. Since the Accumulation Phase of the Contract ends at this point, the SureIncome ROP Death Benefit no longer applies.

Under the Withdrawal Benefit Payout Phase, the Payout Start Date is the first day of the next Benefit Year after the Withdrawal Benefit Payout Start Date. We reserve the right to allow other Payout Start Dates on a nondiscriminatory basis without prior notice.

During the Withdrawal Benefit Payout Phase, we will make scheduled fixed income payments to the Owner (or new Contract Owner) at the end of each month starting one month after the Payout Start Date. The amount of each payment will be equal to the Benefit Payment divided by 12, unless a payment frequency other than monthly is requested. The request must be in a form acceptable to us and processed by us before the first payment is made. (The amount of each payment will be adjusted accordingly; i.e. if the payment frequency requested is quarterly, the amount of each payment will be equal to the Benefit Payment divided by 4.) Payments will be made until the later of the death of the SureIncome Covered Life or over a period certain based on the total payments made equaling at least the Benefit Base on the Payout Start Date. If your Contract is subject to Internal Revenue Code Section 401(a)(9), the period certain cannot exceed that which is required by such section and the regulations promulgated thereunder. Therefore, the amount of each payment under the SureIncome For Life Option may be larger during the period certain so that the sum of the payments made over this period equals the Benefit Base on the Payout Start Date. Additionally, if your Contract is subject to Internal Revenue Code Section 401(a)(9), we will not permit a change in the payment frequency or level.

If your Contract is not subject to Internal Revenue Code Section 401(a)(9), we reserve the right to allow other payment frequencies or levels on a nondiscriminatory basis without prior notice. In no event will we allow more than one change in the payment frequency or level during a Contract Year.

If the Owner dies before all payments have been made, the remaining payments will continue to be made to the new Contract Owner as scheduled.

Once all scheduled payments have been paid, the Contract will terminate.

Generally, you may not make withdrawals, purchase payments or take any other actions associated with the Accumulation Phase after the commencement of the Withdrawal Benefit Payout Start Date.

#### Investment Requirements

If you add a SureIncome For Life Option to your Contract, you must adhere to certain requirements related to the investment alternatives in which you may invest. These requirements are described in "Investment Requirements (Applicable to All Withdrawal Benefit Options)" below.

#### Death of Owner or Annuitant

If the SureIncome Covered Life dies during the Accumulation Phase of the Contract, the SureIncome For Life Option will terminate on the date of the SureIncome Covered Life's death. If the Contract Owner or the Annuitant who is not the SureIncome Covered Life dies and the Contract is continued under Option

D of the Death of Owner or Death of Annuitant provisions of your Contract, then the SureIncome For Life Option will continue unless the Contract Owner (or new Contract Owner) elects to cancel the SureIncome

For Life Option. If the SureIncome For Life Option is continued, it will remain in effect until terminated. If the Contract is not continued under Option D, then the SureIncome For Life Option will terminate on the date we receive a Complete Request for Settlement of the Death Proceeds.

The SureIncome For Life Option also makes available the SureIncome ROP Death Benefit. The SureIncome ROP Death Benefit is only available upon the death of the SureIncome Covered Life. If a Contract Owner, Annuitant or Co-Annuitant who is not the SureIncome Covered Life dies, the SureIncome ROP Death Benefit is not applicable. On the Rider Date, the SureIncome ROP Death Benefit is equal to the Contract Value. After the Rider Date, the SureIncome ROP Death Benefit will be increased by purchase payments (and Credit Enhancements in the case of Allstate Advisor Plus Contracts) and decreased by withdrawals as follows:

- .. If the withdrawal is less than or equal to the Benefit Payment Remaining in effect immediately prior to the withdrawal, the SureIncome ROP Death Benefit will be reduced by the amount of the withdrawal.
- .. If the withdrawal is greater than the Benefit Payment Remaining in effect immediately prior to the withdrawal, the SureIncome ROP Death Benefit will be the lesser of:
  - . The Contract Value immediately prior to withdrawal less the amount of the withdrawal; or
  - . The SureIncome ROP Death Benefit immediately prior to withdrawal less the amount of the withdrawal.

As used in the above calculation, Contract Value incorporates the impact of any purchase payments (and Credit Enhancements in the case of Allstate Advisor Plus Contracts) received on the date of this withdrawal, but before the application of any SureIncome For Life Withdrawal Benefit Option Fee, Spousal Protection Benefit Option Fee, Spousal Protection Benefit Option for Custodial Individual Retirement Accounts Fee or Contract Maintenance Charge applicable.

For numerical examples that illustrate how the SureIncome ROP Death Benefit under the SureIncome For Life Option is calculated, see Appendix J.

Refer to the Death Benefits section page 66 for more details on the SureIncome ROP Death Benefit.

#### Termination of the SureIncome For Life Option

The SureIncome For Life Option will terminate on the earliest of the following to occur:

- .. The Benefit Payment is reduced to zero;
- .. On the Payout Start Date (except if the Contract enters the Withdrawal Benefit Payout Phase as defined under the Withdrawal Benefit Payout Phase section);
- .. On the date the Contract is terminated;
- .. On the date the SureIncome Covered Life is removed from the Contract for any reason, and is no longer a Contract Owner or Annuitant under the Contract (if the Covered Life continues as only the Beneficiary, the Option will terminate);
- .. On the date the SureIncome For Life Option is cancelled as detailed under Death of Owner or Annuitant section above;
- .. On the date we receive a Complete Request for Settlement of the Death Proceeds; or
- .. On the date the SureIncome Covered Life dies if the SureIncome Covered Life dies prior to the Payout Start Date.

#### INVESTMENT REQUIREMENTS (APPLICABLE TO ALL WITHDRAWAL BENEFIT OPTIONS)

If you add a Withdrawal Benefit Option to your Contract, you must adhere to certain requirements related to the investment alternatives in which you may invest. The specific requirements are described below in more detail and will depend on your current Model Portfolio Option and your Withdrawal Benefit Factor(s). These requirements may include, but are not limited to, maximum investment limits on certain Variable Sub-Accounts or on certain Fixed Account Options, exclusion of certain Variable Sub-Accounts or of certain Fixed Account Options, required minimum allocations to certain Variable Sub-Accounts, and restrictions on transfers to or from certain investment alternatives. We may also require that you use the Automatic Portfolio Rebalancing Program. We may change the specific requirements that are applicable at any time in our sole discretion. Any changes we make will not apply to a Withdrawal Benefit Option that was made a part of your Contract prior to the implementation date of the change, except for changes made due to a change in investment alternatives available under the Contract. This restriction does not apply to a New SureIncome Option or to a New Option elected pursuant to the Rider Trade-In Option. We reserve the right to have requirements unique to specific Withdrawal Benefit Factors if we make other Withdrawal Benefit Factors available in the future including specific model portfolio options ("Model Portfolio Options") as described below available only to certain Withdrawal Benefit Factors.

When you add a Withdrawal Benefit Option to your Contract, you must allocate your entire Contract Value as follows:

- 1) to a Model Portfolio Option available as described below;

2) to the DCA Fixed Account Option and then transfer all purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts) and interest to an available Model Portfolio Option; or

3) to a combination of (1) and (2) above.

For (2) and (3) above, the requirements for the DCA Fixed Account Option must be met. See the "Dollar Cost Averaging Fixed Account Option" section of this prospectus for more information.

On the Rider Date, you must select only one of the Model Portfolio Options to which to allocate your Contract Value. After the Rider Date, you may transfer your entire Contract Value to any of the other available Model Portfolio Options. We currently offer several Model Portfolio Options. The Model Portfolio Options that are available may differ depending upon the effective date of your Withdrawal Benefit Option and your Withdrawal Benefit Factor. Please refer to the Model Portfolio Option and TrueBalance/SM/ Model Portfolio Options sections of this prospectus for more details. We may add other Model Portfolio Options in the future. We also may remove Model Portfolio Options in the future anytime prior to the date you select such Model Portfolio Option. In addition, if the investment alternatives available under the Contract change, we may revise the Model Portfolio Options. The following table summarizes the Model Portfolio Options currently available for use:

\* Model Portfolio Option 1

- - - - -
- \* TrueBalance Conservative Model Portfolio Option
- \* TrueBalance Moderately Conservative Model Portfolio Option
- \* TrueBalance Moderate Model Portfolio Option
- \* TrueBalance Moderately Aggressive Model Portfolio Option
- \* TrueBalance Aggressive Model Portfolio Option
- - - - -

Note: The TrueBalance Model Portfolio Options were first made available in connection with a Withdrawal Benefit Option on May 1, 2005. Any TrueBalance model portfolios offered under the TrueBalance Asset Allocation Program prior to May 1, 2005, may not be used in connection with a Withdrawal Benefit Option.

You may not allocate any of your Contract Value to the Standard Fixed Account Option or to the Market Value Adjusted Fixed Account Option. You must transfer any portion of your Contract Value that is allocated to the Standard Fixed Account Option or to the Market Value Adjusted Fixed Account Option to the Variable Sub-Accounts prior to adding a Withdrawal Benefit Option to your Contract. Transfers from the Market Value Adjusted Fixed Account Option may be subject to a Market Value Adjustment. You may allocate any portion of your purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts) to the DCA Fixed Account Option on the Rider Date, provided the DCA Fixed Account Option is available with your Contract and in your state. See the "Dollar Cost Averaging Fixed Account Option" section of this prospectus for more information. We use the term "Transfer Period Account" to refer to each purchase payment allocation made to the DCA Fixed Account Option for a specified term length. At the expiration of a Transfer Period Account, any remaining amounts in the Transfer Period Account will be transferred to the Variable Sub-Accounts according to your most recent percentage allocation selections for your Model Portfolio Option.

Any subsequent purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts) made to your Contract will be allocated to the Variable Sub-Accounts according to your specific instructions or your allocation for the previous purchase payment (for Model Portfolio Option 1) or the percentage allocation for your current Model Portfolio Option (for TrueBalance Model Portfolio Options) unless you request that the purchase payment (and Credit Enhancement for Allstate Advisor Plus Contracts) be allocated to the DCA Fixed Account Option. Purchase payments allocated to the DCA Fixed Account Option must be \$100 or more. Any withdrawals you request will reduce your Contract Value invested in each of the investment alternatives on a pro rata basis in the proportion that your Contract Value in each bears to your total Contract Value in all investment alternatives, unless you request otherwise.

Model Portfolio Option 1.

If you choose Model Portfolio Option 1 or transfer your entire Contract Value into Model Portfolio Option 1, we have divided the Variable Sub-Accounts into two separate categories: "Available" and "Excluded." Currently, you may allocate up to 100% of your Contract Value to the Available Variable Sub-Accounts in any manner you choose. You may not allocate ANY PORTION of your Contract Value to the Excluded Variable Sub-Accounts. You may make transfers among any of the Available Variable Sub-Accounts. However, each transfer you make will count against the 12 transfers you can make each Contract Year without paying a transfer fee.

Currently the Available Variable Sub-Accounts and the Excluded Variable Sub-Accounts are as follows (1):

Available

- - - - -
- Fidelity VIP Freedom Income - Service Class 2 Sub-Account
- Fidelity VIP Freedom 2010 - Service Class 2 Sub-Account
- Fidelity VIP Freedom 2020 - Service Class 2 Sub-Account
- Fidelity VIP Freedom 2030 - Service Class 2 Sub-Account
- Fidelity VIP Contrafund(R) - Service Class 2 Sub-Account
- Fidelity VIP Index 500 - Service Class 2 Sub-Account
- Fidelity VIP Mid Cap - Service Class 2 Sub-Account
- FTVIP Franklin Growth and Income Securities - Class 2 Sub-Account
- FTVIP Franklin Income Securities - Class 2 Sub-Account
- FTVIP Franklin Large Cap Growth Securities - Class 2 Sub-Account
- FTVIP Mutual Global Discovery Securities - Class 2 Sub-Account/(6)/
- FTVIP Franklin Small Cap Value Securities - Class 2 Sub-Account



FTVIP Templeton Foreign Securities - Class 2 Sub-Account  
 Lord Abbett Series - All Value Sub-Account  
 Lord Abbett Series - Bond-Debenture Sub-Account  
 Lord Abbett Series - Growth and Income Sub-Account  
 Lord Abbett Series - Growth Opportunities Sub-Account  
 Lord Abbett Series - Mid-Cap Value Sub-Account  
 Oppenheimer MidCap/VA - Service Shares Sub-Account  
 Oppenheimer Balanced/VA - Service Shares Sub-Account  
 Oppenheimer Core Bond/VA - Service Shares Sub-Account  
 Oppenheimer Capital Appreciation/VA - Service Shares Sub-Account  
 Oppenheimer High Income/VA - Service Shares Sub-Account  
 Oppenheimer Main Street(R)/VA - Service Shares Sub-Account  
 Oppenheimer Main Street Small Cap(R)/VA - Service Shares Sub-Account  
 Oppenheimer Strategic Bond/VA - Service Shares Sub-Account  
 Putnam VT Equity Income - Class IB Sub-Account/(5)/  
 Putnam VT Global Asset Allocation - Class IB Sub-Account  
 Putnam VT Growth and Income - Class IB Sub-Account  
 Putnam VT High Yield - Class IB Sub-Account  
 Putnam VT Income - Class IB Sub-Account  
 Putnam VT International Equity - Class IB Sub-Account  
 Putnam VT Investors - Class IB Sub-Account  
 Putnam VT Money Market - Class IB Sub-Account  
 Putnam VT The George Putnam Fund of Boston - Class IB Sub-Account  
 Putnam VT Voyager - Class IB Sub-Account  
 UIF Emerging Markets Debt, Class II Sub-Account/(2)/  
 UIF Equity and Income, Class II Sub-Account/(2)/  
 UIF Global Franchise, Class II Sub-Account/(2)/  
 UIF Mid Cap Growth, Class II Sub-Account/(2)/  
 UIF U.S. Mid Cap Value, Class I Sub-Account &  
 UIF U.S. Mid Cap Value, Class II Sub-Account/(2)(3)/  
 UIF U.S. Real Estate, Class II Sub-Account/(2)/  
 Van Kampen LIT Capital Growth, Class II Sub-Account  
 Van Kampen LIT Comstock, Class II Sub-Account  
 Van Kampen LIT Growth and Income, Class II Sub-Account  
 Van Kampen LIT Money Market, Class II Sub-Account

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 Excluded  
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Fidelity VIP Growth Stock - Service Class 2 Sub-Account  
 Oppenheimer Global Securities/VA - Service Shares Sub-Account  
 Putnam VT Vista - Class IB Sub-Account  
 UIF Capital Growth, Class I Sub-Account &  
 UIF Capital Growth, Class II Sub-Account/(2)(3)/  
 UIF Small Company Growth, Class II Sub-Account/(2)/  
 Van Kampen LIT Mid Cap Growth, Class II Sub-Account/(4)/  
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- (1)The FTVIP Franklin Small-Mid Cap Growth Securities - Class 2 Sub-Account and the FTVIP Templeton Global Bond Securities -Class 2 Sub-Account, which were closed to new investments effective May 1, 2003, are not available with the SureIncome Option. You must transfer any portion of your Contract Value that is allocated to these Variable Sub-Accounts to any of the remaining Variable Sub-Accounts offered with the SureIncome Option prior to adding the SureIncome Option to your Contract.\*
- (2)Morgan Stanley Investment Management Inc., the adviser to the UIF Portfolios, does business in certain instances using the name Van Kampen.
- (3)The UIF Capital Growth, Class II Sub-Account and the UIF U.S. Mid Cap Value, Class II Sub-Account are offered with Contracts issued on or after May 1, 2004. Contract Owners of Contracts issued prior to May 1, 2004 may invest only in the UIF Capital Growth, Class I Sub-Account and the UIF U.S. Mid Cap Value, Class I Sub-Account. Contracts issued prior to May 1, 2004 that participate in certain TrueBalance model portfolios may invest in UIF Capital Growth, Class II Sub-Account and the UIF U.S. MidCap Value, Class II Sub-Account.
- (4)Effective May 1, 2006, the Van Kampen LIT Mid Cap Growth Portfolio, Class II (formerly called the Van Kampen LIT Aggressive Growth Portfolio, Class II) was closed to new investments. If you are currently invested in the Variable Sub-Account that invests in this Portfolio, you may continue your investment. If, prior to May 1, 2006, you enrolled in one of our automatic transaction programs such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into the Variable Sub-Account in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.\*
- (5)Effective February 13, 2009, the Putnam VT New Value Fund - Class IB was reorganized into the Putnam VT Equity Income Fund - Class IB.
- (6)Effective May 1, 2009, the FTVIP Mutual Discovery Securities Fund - Class 2 changed its name to FTVIP Mutual Global Discovery Securities Fund - Class 2.

\* As noted above, certain Variable Sub-Accounts are closed to new investments. If you invested in these Variable Sub-Accounts prior to the effective close date, you may continue your investments. If prior to the effective close date, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing or dollar cost averaging, we will continue to effect automatic transactions to these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed. If you choose to add any Withdrawal Benefit Option on or after the effective close date, you must transfer any portion of your Contract Value that is allocated to these Variable Sub-Accounts to any of

the remaining Variable Sub-Accounts available with a Withdrawal Benefit Option prior to adding it to your Contract.

TrueBalance/SM/ Model Portfolio Options.

If you choose one of the TrueBalance/SM/ Model Portfolio Options or transfer your entire Contract Value into one of the TrueBalance/SM/ Model Portfolio Options, you may not choose the Variable Sub-Accounts or make transfers among the Variable Sub-Accounts that comprise that TrueBalance Model Portfolio Option. Each TrueBalance Model Portfolio involves an allocation of assets among a group of pre-selected Variable Sub-Accounts. You cannot make transfers among the Variable Sub-Accounts nor vary the Variable Sub-Accounts that comprise a TrueBalance Model Portfolio Option. If you choose a TrueBalance Model Portfolio Option, we will invest and periodically reallocate your Contract Value according to the allocation percentages and requirements for the TrueBalance Model Portfolio Option you have selected currently. For more information regarding the TrueBalance program, see the "TrueBalance/SM/ Asset Allocation Program" section of this prospectus. However, note that the restrictions described in this section, specifically the restrictions on transfers and the requirement that all of your Contract Value be allocated to a TrueBalance Model Portfolio Option, apply to the TrueBalance program only if you have added a Withdrawal Benefit Option to your Contract.



You may allocate your purchase payments to up to 56\* Variable Sub-Accounts. Each Variable Sub-Account invests in the shares of a corresponding Portfolio. Each Portfolio has its own investment objective(s) and policies. We briefly describe the Portfolios below.

For more complete information about each Portfolio, including expenses and risks associated with each Portfolio, please refer to the prospectuses for the Funds. We will mail to you a prospectus for each Portfolio related to the Variable Sub-Accounts to which you allocate your purchase payment.

Investment Alternatives: The Variable Sub-Accounts

You should carefully consider the investment objectives, risks, charges and expenses of the investment alternatives when making an allocation to the Variable Sub-Accounts. To obtain any or all of the underlying Portfolio prospectuses, please contact us at 1-800-457-7617 or go to [www.accessallstate.com](http://www.accessallstate.com).

\* Certain Variable Sub-Accounts may not be available depending on the date you purchased your Contract. Please see page 47 for information about Sub-Account and/or Portfolio liquidations, mergers and name changes.

Portfolio:	Each Portfolio Seeks:	Investment Adviser:
Fidelity VIP Contrafund(R) Portfolio - Service Class 2	Long-term capital appreciation	
Fidelity VIP Freedom 2010 Portfolio - Service Class 2	High total return with a secondary objective of principal preservation as the fund approaches its target date and beyond	
Fidelity VIP Freedom 2020 Portfolio - Service Class 2	High total return with a secondary objective of principal preservation as the fund approaches its target date and beyond	Fidelity Management & Research Company
Fidelity VIP Freedom 2030 Portfolio - Service Class 2	High total return with a secondary objective of principal preservation as the fund approaches its target date and beyond	
Fidelity VIP Freedom Income Portfolio - Service Class 2	High total return with a secondary objective of principal preservation	
Fidelity VIP Growth Stock Portfolio - Service Class 2	To achieve capital appreciation	
Fidelity VIP Index 500 Portfolio - Service Class 2	Investment results that correspond to the total return of common stocks publicly traded in the United States as represented by the Standard & Poor's 500/(SM)/ Index (S&P 500(R))	
Fidelity VIP Mid Cap Portfolio - Service Class 2	Long-term growth of capital	
FTVIP Franklin Growth and Income Securities Fund - Class 2	Capital appreciation with current income as a secondary goal.	
FTVIP Franklin Income Securities Fund - Class 2	To maximize income while maintaining prospects for capital appreciation.	Franklin Advisers, Inc.
FTVIP Franklin Large Cap Growth Securities Fund - Class 2	Capital appreciation	
FTVIP Franklin Small-Mid Cap Growth Securities Fund - Class 2/(1)/	Long-term capital growth.	
FTVIP Franklin U.S. Government Fund - Class 2	Income	
FTVIP Templeton Global Bond Securities Fund - Class 2/(1)(7)/	High current income, consistent with preservation of capital, with capital appreciation as a secondary consideration.	
FTVIP Franklin Small Cap Value Securities Fund - Class 2	Long-term total return.	Franklin Advisory Services, LLC
FTVIP Mutual Global Discovery Securities Fund - Class 2/(7)/	Capital appreciation	Franklin Mutual Advisers, LLC
FTVIP Mutual Shares Securities Fund - Class 2	Capital appreciation with income as a secondary goal	
FTVIP Templeton Developing Markets Securities Fund - Class 2	Long-term capital appreciation.	Templeton Asset Management Ltd.
FTVIP Templeton Foreign Securities Fund - Class 2	Long-term capital growth.	Templeton Investment Counsel, LLC



Portfolio:	Each Portfolio Seeks:	Investment Adviser:
Lord Abbett Series Fund Inc. - All Value Portfolio	Long-term growth of capital and income without excessive fluctuations in market value	
Lord Abbett Series Fund Inc. - Bond-Debenture Portfolio	High current income and the opportunity for capital appreciation to produce a high total return	Lord, Abbett & Co. LLC
Lord Abbett Series Fund Inc. - Growth and Income Portfolio	Long-term growth of capital and income without excessive fluctuations in market value	
Lord Abbett Series Fund Inc. - Growth Opportunities Portfolio	Capital appreciation	
Lord Abbett Series Fund Inc. - Mid-Cap Value Portfolio	Capital appreciation through investments, primarily in equity securities, which are believed to be undervalued in the marketplace	
Oppenheimer MidCap Fund/VA - Service Shares	Capital appreciation by investing in "growth type" companies.	
Oppenheimer Balanced Fund/VA - Service Shares	A high total investment return, which includes current income and capital appreciation in the value of its shares.	
Oppenheimer Core Bond Fund/VA - Service Shares	High level of current income. As a secondary objective, the Portfolio seeks capital appreciation when consistent with its primary objective.	OppenheimerFunds, Inc.
Oppenheimer Capital Appreciation Fund/VA - Service Shares	Capital appreciation by investing in securities of well-known, established companies.	
Oppenheimer Global Securities Fund/VA - Service Shares	Long-term capital appreciation by investing a substantial portion of assets in securities of foreign issuers, growth-type companies, cyclical industries and special situations that are considered to have appreciation possibilities.	
Oppenheimer High Income Fund/VA - Service Shares	A high level of current income from investment in high-yield, lower-grade, fixed-income securities that the Fund's manager, OppenheimerFunds, Inc., believes does not involve undue risk.	
Oppenheimer Main Street Fund(R)/VA - Service Shares	High total return (which includes growth in the value of its shares as well as current income) from equity and debt securities.	
Oppenheimer Main Street Small Cap Fund(R)/VA - Service Shares	Capital appreciation.	
Oppenheimer Strategic Bond Fund/VA - Service Shares	A high level of current income principally derived from interest on debt securities.	

Portfolio:	Each Portfolio Seeks:	Investment Adviser:
Putnam VT Equity Income Fund - Class IB/(6)/	Capital growth and current income.	
Putnam VT The George Putnam Fund of Boston - Class IB	To provide a balanced investment composed of a well diversified portfolio of value stocks and bonds, which produce both capital growth and current income.	
Putnam VT Global Asset Allocation Fund - Class IB	A high level of long-term total return consistent with preservation of capital.	
Putnam VT Growth and Income Fund - Class IB	Capital growth and current income.	
Putnam VT Global Health Care Fund - Class IB/(2)(8)/	Capital appreciation.	Putnam Investment Management, LLC ---("Putnam Management")
Putnam VT High Yield Fund - Class IB	High current income. Capital growth is a secondary goal when consistent with achieving high current income.	
Putnam VT Income Fund - Class IB	High current income consistent with what Putnam Management believes to be prudent risk.	
Putnam VT International Equity Fund - Class IB	Capital appreciation.	
Putnam VT Investors Fund - Class IB	Long-term growth of capital and any increased income that results from this growth.	
Putnam VT Money Market Fund - Class IB	As high a rate of current income as Putnam Management believes is consistent with preservation of capital and maintenance of liquidity.	
Putnam VT New Opportunities Fund - Class IB/(2)/	Long-term capital appreciation.	
Putnam VT Research Fund - Class IB/(2)/	Capital appreciation.	
Putnam VT Global Utilities Fund - Class IB/(2)(8)/	Capital growth and current income.	
Putnam VT Vista Fund - Class IB	Capital appreciation.	
Putnam VT Voyager Fund - Class IB	Capital appreciation.	
UIF Capital Growth Portfolio, Class I & UIF Capital Growth Portfolio, Class II/(5)/	Long-term capital appreciation by investing primarily in growth-oriented equity securities of large capitalization companies.	
UIF Emerging Markets Debt Portfolio, Class II	High total return by investing primarily in fixed income securities of government and government-related issuers and, to a lesser extent, of corporate issuers in emerging market countries.	Morgan Stanley Investment Management, Inc./(4)/
UIF Equity and Income Portfolio, Class II	Capital appreciation and current income.	
UIF Global Franchise Portfolio, Class II	Long-term capital appreciation.	
UIF Mid Cap Growth Portfolio, Class II	Long-term capital growth by investing primarily in common stocks and other equity securities.	
UIF Small Company Growth Portfolio, Class II	Long-term capital appreciation by investing primarily in growth-oriented equity securities of small companies.	
UIF U.S. Mid Cap Value Portfolio, Class I & UIF U.S. Mid Cap Value Portfolio, Class II/(5)/	Above-average total return over a market cycle of three to five years by investing in common stocks and other equity securities.	
UIF U.S. Real Estate Portfolio, Class II	Above average current income and long-term capital appreciation by investing primarily in equity securities of companies in the U.S. real estate industry, including real estate investment trusts.	

Portfolio:	Each Portfolio Seeks:	Investment Adviser:
Van Kampen LIT Capital Growth Portfolio, Class II	Capital appreciation.	Van Kampen Asset Management
Van Kampen LIT Comstock Portfolio, Class II	Capital growth and income through investments in equity securities, including common stocks, preferred stocks and securities convertible into common and preferred stocks.	
Van Kampen LIT Growth and Income Portfolio, Class II	Long-term growth of capital and income.	
Van Kampen LIT Mid Cap Growth Portfolio, Class II/(3)/	Capital growth	
Van Kampen LIT Money Market Portfolio, Class II	Protection of capital and high current income through investments in money market instruments.	

(1) Effective May 1, 2003, the FTVIP Franklin Small-Mid Cap Growth Securities - Class 2 Sub-Account and the FTVIP Templeton Global Bond Securities - Class 2 Sub-Accounts are no longer available for new investments. If you are currently invested in these Variable Sub-Accounts you may continue those investments. If, prior to May 1, 2003, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into these Variable Sub-accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(2) Effective October 1, 2004, the Putnam VT Global Health Care - Class IB Sub-Account, Putnam VT New Opportunities - Class IB Sub-Account, Putnam VT Research - Class IB Sub-Account and the Putnam VT Global Utilities - Class IB Sub-Account Portfolios are no longer available for new investments. If you are currently invested in these Variable Sub-Accounts, you may continue your investment. If, prior to October 1, 2004, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(3) Effective May 1, 2006, the Van Kampen LIT Mid Cap Growth Portfolio, Class II (formerly called the Van Kampen LIT Aggressive Growth Portfolio, Class II) is no longer available for new investments. If you are currently invested in the Variable Sub-Account that invests in this Portfolio you may continue your investment. If, prior to May 1, 2006, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into the Variable Sub-Account in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(4) Morgan Stanley Investment Management Inc., the adviser to the UIF Portfolios, does business in certain instances as Van Kampen.

(5) The Variable Sub-Accounts that invest in the UIF Capital Growth Portfolio, Class II and the UIF U.S. Mid Cap Value Portfolio, Class II are offered with Contracts issued on or after May 1, 2004. Contracts issued prior to May 1, 2004, may only invest in the Variable Sub-Accounts that invest in the UIF Capital Growth Portfolio, Class I and the UIF U.S. Mid Cap Value Portfolio, Class I. Contracts issued prior to May 1, 2004 that participate in certain TrueBalance model portfolios may invest in UIF Capital Growth, Class II Sub-Account and the UIF U.S. MidCap Value, Class II Sub-Account.

(6) Effective February 13, 2009, the Putnam VT New Value Fund - Class IB was reorganized into the Putnam VT Equity Income Fund - Class IB.

(7) Effective May 1, 2009, the FTVIP Mutual Discovery Securities Fund - Class 2 changed its name to FTVIP Mutual Global Discovery Securities Fund - Class 2, and the FTVIP Templeton Global Income Securities Fund - Class 2 changed its name to FTVIP Templeton Global Bond Securities Fund - Class 2.

(8) Effective January 2, 2009, the Putnam VT Health Sciences Fund - Class IB changed its name to Putnam VT Global Health Care Fund - Class IB, and the Putnam VT Utilities Growth and Income Fund - Class IB changed its name to Putnam VT Global Utilities Fund - Class IB.

Amounts you allocate to Variable Sub-Accounts may grow in value, decline in value, or grow less than you expect, depending on the investment performance of the Portfolios in which those Variable Sub-Accounts invest. You bear the investment risk that the Portfolios might not meet their investment objectives. Shares of the Portfolios are not deposits in, or obligations of, or guaranteed or endorsed by, any bank and are not insured by the Federal Deposit Insurance Corporation, the Federal Reserve Board or any other agency.

Variable insurance portfolios might not be managed by the same portfolio managers who manage retail mutual funds with similar names. These portfolios are likely to differ from similarly named retail mutual funds in assets, cash flow, and tax matters. Accordingly, the holdings and investment results of a variable insurance portfolio can be expected to be higher or lower than the

investment results of a similarly named retail mutual fund.

**TRUEBALANCE/SM/ ASSET ALLOCATION PROGRAM**

The TrueBalance asset allocation program ("TrueBalance program") is no longer offered for new enrollments. If you enrolled in the TrueBalance program prior to January 31, 2008, you may remain in the program. If you terminate your enrollment or otherwise transfer your Contract Value out of the program, you may not re-enroll.

There is no additional charge for the TrueBalance program. Participation in the TrueBalance program may be limited if you have elected certain Contract Options that impose restrictions on the investment alternatives which you may invest, such as the Income Protection Benefit Option, the TrueReturn Accumulation Benefit Option or a Withdrawal Benefit Option. See the sections of this prospectus discussing these Options for more information.

Asset allocation is the process by which your Contract Value is invested in different asset classes in a way that matches your risk tolerance, time horizon, and investment goals. Theoretically, different asset classes tend to behave differently under various economic and market conditions. By spreading your Contract Value across a range of asset classes, you may, over time, be able to reduce the risk of investment volatility and potentially enhance returns. Asset allocation does not guarantee a profit or protect against loss in a declining market.

Your sales representative helps you determine whether participating in an asset allocation program is appropriate for you. You complete a questionnaire to identify your investment style. Based on your investment style, you select one asset allocation model portfolio among the available model portfolios which may range from conservative to aggressive. Your Contract Value is allocated among the Variable Sub-Accounts according to your selected model portfolio. Not all Variable Sub-Accounts are available in any one model portfolio, and you must only allocate your Contract Value to the limited number of Variable Sub-Accounts available in the model portfolio you select. You should not select a model portfolio without first consulting with your sales representative.

Allstate Life and the principal underwriter of the Contracts, Allstate Distributors, L.L.C. ("Allstate Distributors"), do not intend to provide any personalized investment advice in connection with the TrueBalance program and you should not rely on this program as providing individualized investment recommendations to you.

Allstate Life retained an independent investment management firm ("investment management firm") to construct the TrueBalance model portfolios. The investment management firm does not provide advice to Allstate Life's Contract Owners. Neither Allstate Life nor the investment management firm is acting for any Contract Owner as a "fiduciary" or as an "investment manager," as such terms are defined under applicable laws and regulations relating to the Employee Retirement Income Security Act of 1974 (ERISA).

The investment management firm does not take into account any information about any Contract Owner or any Contract Owner's assets when creating, providing or maintaining any TrueBalance model portfolio. Individual Contract Owners should ultimately rely on their own judgment and/or the judgment of a financial advisor in making their investment decisions. Neither Allstate Life nor the investment management firm is responsible for determining the suitability of the TrueBalance model portfolios for the Contract Owners' purposes.

Each of the five model portfolios specifies an allocation among a mix of Variable Sub-Accounts that is designed to meet the investment goals of the applicable investment style. On the business day we approve your participation in the TrueBalance program, we automatically reallocate any existing Contract Value in the Variable Sub-Accounts according to the model portfolio you selected. If any portion of your existing Contract Value is allocated to the Standard Fixed Account or MVA Fixed Account Options and you wish to allocate any portion of it to the model portfolio, you must transfer that portion to the Variable Sub-Accounts. In addition, as long as you participate in the TrueBalance program, you must allocate all of your purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts) to the Fixed Account Options and/or the Variable Sub-Accounts currently offered in your model portfolio. Any purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts) you allocate to the DCA Fixed Account Option will be automatically transferred, along with interest, in equal monthly installments to the Variable Sub-Accounts according to the model portfolio you selected.

We use the term "Transfer Period Account" to refer to each purchase payment allocation made to the DCA Fixed Account Option for a specified term length. For TrueBalance model portfolios selected on or after May 1, 2005, at the expiration of a Transfer Period Account any remaining amounts in the Transfer Period Account will be transferred to the Variable Sub-Account according to the percentage allocation for the model portfolio you selected.

Allstate Life may offer new or revised TrueBalance model portfolios at any time, and may retain a different investment management firm to create any such new or revised TrueBalance model portfolios. Allstate Life will not automatically reallocate your Contract Value allocated to the Variable Sub-Accounts to match any new or revised model portfolios that are offered. If you are invested in the TrueBalance model portfolio, your Morgan Stanley Financial Advisor will notify you of any new or revised TrueBalance model portfolios that may be available. If you wish to invest in accordance with a new or revised TrueBalance model portfolio, you must submit a transfer request to transfer your Contract Value in your existing TrueBalance model portfolio in accordance with the new TrueBalance model portfolio. If you do not request a transfer to a new TrueBalance model portfolio, we will continue to rebalance your Contract Value in accordance with your existing TrueBalance model portfolio. At any given time, you may only elect a TrueBalance model portfolio that is available at the time of election.

You may select only one model portfolio at a time. However, you may change your selection of model portfolio at any time, provided you select a currently available model portfolio. Each change you make in your model portfolio selection will count against the 12 transfers you can make each Contract Year without paying a transfer fee. You should consult with your sales representative before making a change to your model portfolio selection to determine whether the new model portfolio is appropriate for your needs.

Since the performance of each Variable Sub-Account may cause a shift in the percentage allocated to each Variable Sub-Account, at least once every calendar quarter we will automatically rebalance all of your Contract Value in the Variable Sub-Accounts according to your currently selected model portfolio.

Unless you notify us otherwise, any purchase payments you make after electing the TrueBalance program will be allocated to your model portfolio and/or to the Fixed Account Options according to your most recent instructions on file with us. Once you elect to participate in the TrueBalance program, you may allocate subsequent purchase payments to any of the Fixed Account Options available with your Contract and/or to any of the Variable Sub-Accounts included in your model portfolio, but only according to the allocation specifications of that model portfolio. You may not allocate subsequent purchase payments to a Variable Sub-Account that is not included in your model portfolio. Subsequent purchase payments allocated to the Variable Sub-Accounts will be automatically rebalanced at the end of the next calendar quarter according to the allocation percentages for your currently selected model portfolio.

The following applies to TrueBalance model portfolios selected prior to May 1, 2005. TrueBalance model portfolios selected prior to May 1, 2005, are not available with the TrueReturn Option or a Withdrawal Benefit Option:

For TrueBalance model portfolios selected prior to May 1, 2005, you may make transfers to any of the available investment alternatives, except the DCA Fixed Account Option. However, all of your Contract Value in the Variable Sub-Accounts will be automatically rebalanced at the end of the next calendar quarter according to the percentage allocations for your currently selected model portfolio. Transfers to investment alternatives that are not included in the model portfolio you selected may be inconsistent with the investment style you selected and with the purpose of the TrueBalance program. You should consult with your sales representative before making transfers outside the model portfolio allocations.

The following applies to TrueBalance model portfolios selected on or after May 1, 2005, with the TrueReturn Option or a Withdrawal Benefit Option:

For TrueBalance model portfolios selected on or after May 1, 2005, with the TrueReturn Option or SureIncome Option, you must allocate all of your Contract Value to a TrueBalance Model Portfolio Option, and you may not choose the Variable Sub-Accounts or make transfers among the Variable Sub-Accounts in the TrueBalance Model Portfolio Option. If you choose a TrueBalance Model Portfolio Option, we will invest and periodically reallocate your Contract Value according to the allocation percentages and requirements for the TrueBalance Model Portfolio Option you selected. You may, however, elect to reallocate your entire Contract Value from one Model Portfolio Option to another Model Portfolio Option available with your Option.

If you own the TrueReturn Accumulation Benefit Option, on the Rider Maturity Date the Contract Value may be increased due to the Option. Any increase will be allocated to the Putnam VT Money Market. You may make transfers from this Variable Sub-Account to the Fixed Account Options (as allowed) or the Variable Sub-Accounts included in your model portfolio, but only according to the allocation specification of that model portfolio. All of your Contract Value in the Variable Sub-Accounts will be automatically rebalanced at the next calendar quarter according to the allocation percentages for your currently selected model portfolio.

The following applies to TrueBalance model portfolios selected on or after May 1, 2005, without the TrueReturn Option or a Withdrawal Benefit Option:

For TrueBalance model portfolios selected on or after May 1, 2005, without the TrueReturn or SureIncome Option, you may not make transfers from the Variable Sub-Accounts to any of the other Variable Sub-Accounts. You may make transfers, as allowed under the contract, from the Fixed Account Options to other Fixed Account Options or to the Variable Sub-Accounts included in your model portfolio, but only according to the allocation specifications of that model portfolio. You may make transfers from the Variable Sub-Accounts to any of the Fixed Account Options, except the DCA Fixed Account Option. Transfers to Fixed Account Options may be inconsistent with the investment style you selected and with the purpose of the TrueBalance program. However, all of your Contract Value in the Variable Sub-Accounts will be automatically rebalanced at the next calendar quarter according to the percentage allocations for your currently selected model portfolio. You should consult with your sales representative before making transfers.

If you make a partial withdrawal from any of the Variable Sub-Accounts, your remaining Contract Value in the Variable Sub-Accounts will be automatically rebalanced at the end of the next calendar quarter according to the percentage allocations for your currently selected model portfolio allocations. If you are participating in the Systematic Withdrawal Program when you add the TrueBalance program or change your selection of model portfolios, you may need to update your withdrawal instructions. If you have any questions, please consult your sales representative.

Your participation in the TrueBalance program is subject to the program's terms and conditions, and you may change model portfolios or terminate your participation in the TrueBalance program at any time by notifying us in a form satisfactory to us. We reserve the right to modify or terminate the TrueBalance program at any time.



You may allocate all or a portion of your purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts) to the Fixed Account Options. The Fixed Account Options we offer include the Dollar Cost Averaging Fixed Account Option, the Standard Fixed Account Option, and the Market Value Adjusted Fixed Account Option. We may offer additional Fixed Account Options in the future. Some Options are not available in all states. In addition, Allstate Life may limit the availability of some Fixed Account Options. Please consult with your representative for current information. The Fixed Account supports our insurance and annuity obligations. The Fixed Account consists of our general assets other than those in segregated asset accounts. We have sole discretion to invest the assets of the Fixed Account, subject to applicable law. Any money you allocate to the Fixed Account does not entitle you to share in the investment experience of the Fixed Account.

#### DOLLAR COST AVERAGING FIXED ACCOUNT OPTION

The Dollar Cost Averaging Fixed Account Option ("DCA Fixed Account Option") is one of the investment alternatives that you can use to establish a Dollar Cost Averaging Program, as described on page 59.

This option allows you to allocate purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts) to the Fixed Account that will then automatically be transferred, along with interest, in equal monthly installments to the investment alternatives that you have selected. In the future, we may offer other installment frequencies in our discretion. Each purchase payment allocated to the DCA Fixed Account Option must be at least \$100.

At the time you allocate a purchase payment to the DCA Fixed Account Option, you must specify the term length over which the transfers are to take place. We use the term "Transfer Period Account" to refer to each purchase payment allocation made to the DCA Fixed Account Option for a specified term length. You establish a new Transfer Period Account each time you allocate a purchase payment to the DCA Fixed Account Option. We currently offer term lengths from which you may select for your Transfer Period Account(s), ranging from 3 to 12 months. We may modify or eliminate the term lengths we offer in the future. Refer to Appendix A for more information.

Your purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts) will earn interest while in the DCA Fixed Account Option at the interest rate in effect at the time of the allocation, depending on the term length chosen for the Transfer Period Account and the type of Contract you have. The interest rates may also differ from those available for other Fixed Account Options. The minimum interest rate associated

#### Investment Alternatives: The Fixed Account Options

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with the DCA Fixed Account Option is based upon state requirements and the date an application to purchase a Contract is signed. This minimum interest rate will not change after Contract issue.

You must transfer all of your money, plus accumulated interest, out of a Transfer Period Account to other investment alternatives in equal monthly installments during the term of the Transfer Period Account. We reserve the right to restrict the investment alternatives available for transfers from any Transfer Period Account. You may not transfer money from the Transfer Period Accounts to any of the Fixed Account Options available under your Contract. The first transfer will occur on the next Valuation Date after you establish a Transfer Period Account. If we do not receive an allocation instruction from you when we receive the purchase payment, we will transfer each installment to the Putnam VT Money Market Variable Sub-Account until we receive a different allocation instruction. At the expiration of a Transfer Period Account any remaining amounts in the Transfer Period Account will be transferred to the Putnam VT Money Market Variable Sub-Account unless you request a different investment alternative. Transferring Contract Value to the Putnam VT Money Market Variable Sub- Account in this manner may not be consistent with the theory of dollar cost averaging described on page 56.

If you discontinue the DCA Fixed Account Option before the expiration of a Transfer Period Account, we will transfer any remaining amount in the Transfer Period Account to the Putnam VT Money Market Variable Sub-Account unless you request a different investment alternative.

If you have a TrueReturn Option or Withdrawal Benefit Option, at the expiration of a Transfer Period Account or if you discontinue the DCA Fixed Account Option any amounts remaining in the Transfer Period Account will be transferred according to the investment requirements applicable to the Option you selected.

You may not transfer money into the DCA Fixed Account Option or add to an existing Transfer Period Account. You may not use the Automatic Additions Program to allocate purchase payments to the DCA Fixed Account Option.

The DCA Fixed Account Option currently is not available if you have selected the Allstate Advisor Preferred Contract with No Withdrawal Charge Option.

The DCA Fixed Account Option may not be available in your state. Please check with your representative for availability.

#### STANDARD FIXED ACCOUNT OPTION

You may allocate purchase payments or transfer amounts into the Standard Fixed Account Option. Each such

allocation establishes a "Guarantee Period Account" within the Standard Fixed Account Option ("Standard Fixed Guarantee Period Account"), which is defined by the date of the allocation and the length of the initial interest rate guarantee period ("Standard Fixed Guarantee Period"). You may not allocate a purchase payment or transfer to any existing Guarantee Period Account. Each purchase payment or transfer allocated to a Standard Fixed Guarantee Period Account must be at least \$100.

At the time you allocate a purchase payment or transfer amount to the Standard Fixed Account Option, you must select the Guarantee Period for that allocation from among the available Standard Fixed Guarantee Periods. For Allstate Advisor Contracts, we currently offer Standard Fixed Guarantee Periods of 1, 3, 5 and 7 years in length. For Allstate Advisor Plus and Allstate Advisor Preferred Contracts, we currently are not offering the Standard Fixed Account Option. Refer to Appendix A for more information. We may offer other Guarantee Periods in the future. If you allocate a purchase payment to the Standard Fixed Account Option, but do not select a Standard Fixed Guarantee Period for the new Standard Fixed Guarantee Period Account, we will allocate the purchase payment or transfer to a new Standard Fixed Guarantee Period Account with the same Standard Fixed Guarantee Period as the Standard Fixed Guarantee Period Account of your most recent purchase payment or transfer. If we no longer offer that Standard Fixed Guarantee Period, then we will allocate the purchase payment or transfer to a new Standard Fixed Guarantee Period Account with the next shortest term currently offered. If you have not made a prior allocation to a Guarantee Period Account, then we will allocate the purchase payment or transfer to a new Standard Fixed Guarantee Period Account of the shortest Standard Fixed Guarantee Period we are offering at that time.

Some Standard Fixed Guarantee Periods are not available in all states. Please check with your representative for availability.

The amount you allocate to a Standard Fixed Guarantee Period Account will earn interest at the interest rate in effect for that Standard Fixed Guarantee Period at the time of the allocation. Interest rates may differ depending on the type of Contract you have and may also differ from those available for other Fixed Account Options. The minimum interest rate associated with the Standard Fixed Account Option is based upon state requirements and the date an application to purchase a Contract is signed. This minimum interest rate will not change after Contract issue.

In any Contract Year, the combined amount of withdrawals and transfers from a Standard Fixed Guarantee Period Account may not exceed 30% of the amount used to establish that Standard Fixed Guarantee Period Account. This limitation is waived if you withdraw your entire Contract Value. It is also waived for amounts in a Standard Fixed Guarantee Period Account during the 30 days following its renewal date ("30-Day Window"), described below, and for a single withdrawal made by your surviving spouse within one year of continuing the Contract after your death.

Amounts under the 30% limit that are not withdrawn in a Contract Year do not carry over to subsequent Contract Years.

At the end of a Standard Fixed Guarantee Period and each year thereafter, we will declare a renewal interest rate that will be guaranteed for 1 year. Subsequent renewal dates will be on the anniversaries of the first renewal date. Prior to a renewal date, we will send you a notice that will outline the options available to you. During the 30-Day Window following the expiration of a Standard Fixed Guarantee Period Account, the 30% limit for transfers and withdrawals from that Guarantee Period Account is waived and you may elect to:

- .. transfer all or part of the money from the Standard Fixed Guarantee Period Account to establish a new Guarantee Period Account within the Standard Fixed Account Option or the Market Value Adjusted Fixed Account Option, if available; or
- .. transfer all or part of the money from the Standard Fixed Guarantee Period Account to other investment alternatives available at the time; or
- .. withdraw all or part of the money from the Standard Fixed Guarantee Period Account. Withdrawal charges and taxes may apply.

Withdrawals taken to satisfy IRS minimum distribution rules will count against the 30% limit. The 30% limit will be waived for a Contract Year to the extent that:

- .. you have already exceeded the 30% limit and you must still make a withdrawal during that Contract Year to satisfy IRS minimum distribution rules; or
- .. you have not yet exceeded the 30% limit but you must make a withdrawal during that Contract Year to satisfy IRS minimum distribution rules, and such withdrawal will put you over the 30% limit.

The money in the Standard Fixed Guarantee Period Account will earn interest at the declared renewal rate from the renewal date until the date we receive notification of your election. If we receive notification of your election to make a transfer or withdrawal from a renewing Standard Fixed Guarantee Period Account on or before the renewal date, the transfer or withdrawal will be deemed to have occurred on the renewal date. If we receive notification of your election to make a transfer or withdrawal from the renewing Standard Fixed Guarantee Period Account after the renewal date, but before the expiration of the 30-Day Window, the transfer or withdrawal will be deemed to have occurred on the day we receive such notice. Any remaining balance not withdrawn or transferred from the renewing



Standard Fixed Guarantee Period Account will continue to earn interest until the next renewal date at the declared renewal rate. If we do not receive notification from you within the 30-Day Window, we will assume that you have elected to renew the Standard Fixed Guarantee Period Account and the amount in the renewing Standard Fixed Guarantee Period Account will continue to earn interest at the declared renewal rate until the next renewal date, and will be subject to all restrictions of the Standard Fixed Account Option.

The Standard Fixed Account Option currently is not available with Allstate Advisor Plus and Allstate Advisor Preferred Contracts.

#### MARKET VALUE ADJUSTED FIXED ACCOUNT OPTION

You may allocate purchase payments or transfer amounts into the Market Value Adjusted Fixed Account Option. Each such allocation establishes a Guarantee Period Account within the Market Value Adjusted Fixed Account Option ("Market Value Adjusted Fixed Guarantee Period Account"), which is defined by the date of the allocation and the length of the initial interest rate guarantee period ("Market Value Adjusted Fixed Guarantee Period"). You may not allocate a purchase payment or transfer to any existing Guarantee Period Account. Each purchase payment or transfer allocated to a Market Value Adjusted Fixed Guarantee Period Account must be at least \$100.

At the time you allocate a purchase payment or transfer amount to the Market Value Adjusted Fixed Account Option, you must select the Guarantee Period for that allocation from among the Guarantee Periods available for the Market Value Adjusted Fixed Account Option ("Market Value Adjusted Fixed Guarantee Periods"). We currently offer Market Value Adjusted Fixed Guarantee Periods of 3, 5, 7, and 10 years. Refer to Appendix A for more information. We may offer other Guarantee Periods in the future. If you allocate a purchase payment to the Market Value Adjusted Fixed Account Option, but do not select a Market Value Adjusted Fixed Guarantee Period for the new Market Value Adjusted Fixed Guarantee Period Account, we will allocate the purchase payment or transfer to a new Market Value Adjusted Fixed Guarantee Period Account with the same Market Value Adjusted Fixed Guarantee Period as the Market Value Adjusted Fixed Guarantee Period Account of your most recent purchase payment or transfer. If we no longer offer that Market Value Adjusted Fixed Guarantee Period, then we will allocate the purchase payment or transfer to a new Market Value Adjusted Fixed Guarantee Period Account with the next shortest term currently offered. If you have not made a prior allocation to a Market Value Adjusted Fixed Guarantee Period Account, then we will allocate the purchase payment or transfer to a new Market Value Adjusted Fixed Guarantee Period Account of the shortest Market Value Adjusted Fixed Guarantee Period we are offering at that time. The Market Value Adjusted Fixed Account Option is not available in all states. Please check with your sales representative for availability.

The amount you allocate to a Market Value Adjusted Fixed Guarantee Period Account will earn interest at the interest rate in effect for that Market Value Adjusted Fixed Guarantee Period at the time of the allocation. Interest rates may differ depending on the type of Contract you have and may also differ from those available for other Fixed Account Options.

Withdrawals and transfers from a Market Value Adjusted Fixed Guarantee Period Account may be subject to a Market Value Adjustment. A Market Value Adjustment may also apply to amounts in the Market Value Adjusted Fixed Account Option if we pay Death Proceeds or if the Payout Start Date begins on a day other than during the 30-day period after such Market Value Adjusted Fixed Guarantee Period Account expires ("30-Day MVA Window"). We will not make a Market Value Adjustment if you make a transfer or withdrawal during the 30-Day MVA Window.

We apply a Market Value Adjustment to reflect changes in interest rates from the time you first allocate money to a Market Value Adjusted Fixed Guarantee Period Account to the time the money is taken out of that Market Value Adjusted Fixed Guarantee Period Account under the circumstances described above. We use the U.S. Treasury Note Constant Maturity Yield as reported in Federal Reserve Board Statistical Release H.15 ("Treasury Rate") to calculate the Market Value Adjustment. We do so by comparing the Treasury Rate for a maturity equal to the Market Value Adjusted Fixed Guarantee Period at the time the Market Value Adjusted Fixed Guarantee Period Account is established with the Treasury Rate for the same maturity at the time the money is taken from the Market Value Adjusted Fixed Guarantee Period Account.

The Market Value Adjustment may be positive or negative, depending on changes in interest rates. As such, you bear the investment risk associated with changes in interest rates. If interest rates have increased since the establishment of a Market Value Adjusted Fixed Guarantee Period Account, the Market Value Adjustment, together with any applicable withdrawal charges, premium taxes, and income tax withholdings could reduce the amount you receive upon full withdrawal from a Market Value Adjusted Fixed Guarantee Period Account to an amount less than the purchase payment used to establish that Market Value Adjusted Fixed Guarantee Period Account.

Generally, if at the time you establish a Market Value Adjusted Fixed Guarantee Period Account, the Treasury Rate for a maturity equal to that Market Value Adjusted Fixed Guarantee Period is higher than the applicable Treasury Rate at the time money is to be taken from the Market Value Adjusted Fixed Guarantee Period Account,

the Market Value Adjustment will be positive. Conversely, if at the time you establish a Market Value Adjusted Fixed Guarantee Period Account, the applicable Treasury Rate is lower than the applicable Treasury Rate at the time the money is to be taken from the Market Value Adjusted Fixed Guarantee Period Account, the Market Value Adjustment will be negative.

For example, assume that you purchase a Contract and allocate part of the initial purchase payment (and Credit Enhancements for Allstate Advisor Plus Contracts) to the Market Value Adjusted Fixed Account Option to establish a 5-year Market Value Adjusted Fixed Guarantee Period Account. Assume that the 5-year Treasury Rate at that time is 4.50%. Next, assume that at the end of the 3rd year, you withdraw money from the Market Value Adjusted Fixed Guarantee Period Account. If, at that time, the 5-year Treasury Rate is 4.20%, then the Market Value Adjustment will be positive. Conversely, if the 5-year Treasury Rate at that time is 4.80%, then the Market Value Adjustment will be negative.

The formula used to calculate the Market Value Adjustment and numerical examples illustrating its application are shown in Appendix B of this prospectus.

At the end of a Market Value Adjusted Fixed Guarantee Period, the Market Value Adjusted Fixed Guarantee Period Account expires and we will automatically transfer the money from such Guarantee Period Account to establish a new Market Value Adjusted Fixed Guarantee Period Account with the same Market Value Adjusted Fixed Guarantee Period, unless you notify us otherwise. The new Market Value Adjusted Fixed Guarantee Period Account will be established as of the day immediately following the expiration date of the expiring Market Value Adjusted Guarantee Period Account ("New Account Start Date.") If the Market Value Adjusted Fixed Guarantee Period is no longer being offered, we will establish a new Market Value Adjusted Fixed Guarantee Period Account with the next shortest Market Value Adjusted Fixed Guarantee Period available. Prior to the expiration date, we will send you a notice, which will outline the options available to you. During the 30-Day MVA Window a Market Value Adjustment will not be applied to transfers and withdrawals from the expiring Market Value Adjusted Fixed Guarantee Period Account and you may elect to:

- .. transfer all or part of the money from the Market Value Adjusted Fixed Guarantee Period Account to establish a new Guarantee Period Account within the Standard Fixed Account Option or the Market Value Adjusted Fixed Account Option, if available; or
- .. transfer all or part of the money from the Market Value Adjusted Fixed Guarantee Period Account to other investment alternatives available at the time; or
- .. withdraw all or part of the money from the Market Value Adjusted Fixed Guarantee Period Account. Withdrawal charges and taxes may apply.

The money in the Market Value Adjusted Fixed Guarantee Period Account will earn interest at the interest rate declared for the new Market Value Adjusted Fixed Guarantee Period Account from the New Account Start Date until the date we receive notification of your election. If we receive notification of your election to make a transfer or withdrawal from an expiring Market Value Adjusted Fixed Guarantee Period Account on or before the New Account Start Date, the transfer or withdrawal will be deemed to have occurred on the New Account Start Date. If we receive notification of your election to make a transfer or withdrawal from the expiring Market Value Adjusted Fixed Guarantee Period Account after the New Account Start Date, but before the expiration of the 30-Day MVA Window, the transfer or withdrawal will be deemed to have occurred on the day we receive such notice. Any remaining balance not withdrawn or transferred will earn interest for the term of the new Market Value Adjusted Fixed Guarantee Period Account, at the interest rate declared for such Account. If we do not receive notification from you within the 30-Day Window, we will assume that you have elected to transfer the amount in the expiring Market Value Adjusted Fixed Guarantee Period Account to establish a new Market Value Adjusted Fixed Guarantee Period Account with the same Market Value Adjusted Fixed Guarantee Period, and the amount in the new Market Value Adjusted Fixed Guarantee Period Account will continue to earn interest at the interest rate declared for the new Market Value Adjusted Fixed Guarantee Period Account, and will be subject to all restrictions of the Market Value Adjusted Fixed Account Option. If we no longer offer that Market Value Adjusted Fixed Guarantee Period, the Market Value Adjusted Fixed Guarantee Period for the new Market Value Adjusted Fixed Guarantee Period Account will be the next shortest term length we offer for the Market Value Adjusted Fixed Account Option at that time, and the interest rate will be the rate declared by us at that time for such term.

#### TRANSFERS DURING THE ACCUMULATION PHASE

During the Accumulation Phase, you may transfer Contract Value among the investment alternatives. You may not transfer Contract Value to the DCA Fixed Account Option or add to an existing Transfer Period Account. You may request transfers in writing on a form that we provided or by telephone according to the procedure described below.

You may make up to 12 transfers per Contract Year without charge. A transfer fee equal to 1.00% of the amount transferred applies to each transfer after the 12th transfer in any Contract Year. This fee may be changed, but in no event will it exceed 2.00% of the amount transferred. Multiple transfers on a single Valuation Date are considered a single transfer for purposes of assessing the transfer fee. If you added the TrueReturn Option or a Withdrawal Benefit Option to your Contract, certain restrictions on transfers apply. See the "TrueReturn/SM/ Accumulation Benefit Option" and "Withdrawal Benefit Options" sections of this prospectus for more information.

The minimum amount that you may transfer from the Standard Fixed Account Option, Market Value Adjusted Fixed Account Option or a Variable Sub-Account is \$100 or the total remaining balance in the Standard Fixed Account Option, Market Value Adjusted Fixed Account Option or the Variable Sub-Account, if less. These limitations do not apply to the DCA Fixed Account Option. The total amount that you may transfer or withdraw from a Standard Fixed Guarantee Period Account in a Contract Year is 30% of the amount used to establish that Guarantee Period Account. See "Standard Fixed Account Option". The minimum amount that can be transferred to the Standard Fixed Account Option and the Market Value Adjusted Fixed Account Option is \$100.

We will process transfer requests that we receive before 3:00 p.m. Central Time on any Valuation Date using the Accumulation Unit Values for that Date. We will process requests completed after 3:00 p.m. on any Valuation Date using the Accumulation Unit Values for the next Valuation Date. The Contract permits us to defer transfers from the Fixed Account Options for up to 6 months from the date we receive your request. If we decide to postpone transfers from any Fixed Account Option for 30 days or more, we will pay interest as required by applicable law. Any interest would be payable from the date we receive the transfer request to the date we make the transfer.

We reserve the right to waive any transfer restrictions.

#### TRANSFERS DURING THE PAYOUT PHASE

During the Payout Phase, you may make transfers among the Variable Sub-Accounts so as to change the

#### Investment Alternatives: Transfers

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relative weighting of the Variable Sub-Accounts on which your variable income payments will be based. You may make up to 12 transfers per Contract Year within each Income Plan. You may not convert any portion of your fixed income payments into variable income payments. You may not make transfers among Income Plans. You may make transfers from the variable income payments to the fixed income payments to increase the proportion of your income payments consisting of fixed income payments, unless you have selected the Income Protection Benefit Option.

#### TELEPHONE OR ELECTRONIC TRANSFERS

You may make transfers by telephone by calling 1-800-457-7617. The cut-off time for telephone transfer requests is 3:00 p.m. Central Time. In the event that the New York Stock Exchange closes early, i.e., before 3:00 p.m. Central Time, or in the event that the Exchange closes early for a period of time but then reopens for trading on the same day, we will process telephone transfer requests as of the close of the Exchange on that particular day. We will not accept telephone requests received from you at any telephone number other than the number that appears in this paragraph or received after the close of trading on the Exchange. If you own the Contract with a joint Contract Owner, unless we receive contrary instructions, we will accept instructions from either you or the other Contract Owner.

We may suspend, modify or terminate the telephone transfer privilege, as well as any other electronic or automated means we previously approved, at any time without notice.

We use procedures that we believe provide reasonable assurance that the telephone transfers are genuine. For example, we tape telephone conversations with persons purporting to authorize transfers and request identifying information. Accordingly, we disclaim any liability for losses resulting from allegedly unauthorized telephone transfers. However, if we do not take reasonable steps to help ensure that a telephone authorization is valid, we may be liable for such losses.

#### MARKET TIMING & EXCESSIVE TRADING

The Contracts are intended for long-term investment. Market timing and excessive trading can potentially dilute the value of Variable Sub-Accounts and can disrupt management of a Portfolio and raise its expenses, which can impair Portfolio performance and adversely affect your Contract Value. Our policy is not to accept knowingly any money intended for the purpose of market timing or excessive trading. Accordingly, you should not invest in the Contract if your purpose is to engage in market timing or excessive trading, and you should refrain from such practices if you currently own a Contract.

We seek to detect market timing or excessive trading activity by reviewing trading activities. Portfolios also may report suspected market-timing or excessive trading activity to us. If, in our judgment, we determine that the transfers are part of a market timing strategy or are otherwise harmful to the underlying Portfolio, we will impose the trading limitations as described below under "Trading Limitations." Because there is no universally accepted definition of what constitutes market timing or excessive trading, we will use our reasonable judgment based on all of the circumstances.

While we seek to deter market timing and excessive trading in Variable Sub-Accounts, because our procedures involve the exercise of reasonable judgment, we may not identify or prevent some market timing or excessive trading. Moreover, imposition of trading limitations is triggered by the detection of market timing or excessive trading activity, and the trading limitations are not applied prior to detection of such trading activity. Therefore, our policies and procedures do not prevent such trading activity before it is detected. As a result, some investors may be able to engage in market timing and excessive trading, while others are prohibited, and the Portfolio may experience the adverse effects of market timing and excessive trading described above.

#### TRADING LIMITATIONS

We reserve the right to limit transfers among the investment alternatives in any Contract year, require that all future transfer requests be submitted through U.S. Postal Service First Class Mail thereby refusing to accept transfer requests via telephone, facsimile, Internet, or overnight delivery, or to refuse any transfer request, if:

- .. we believe, in our sole discretion, that certain trading practices, such as excessive trading, by, or on behalf of, one or more Contract Owners, or a specific transfer request or group of transfer requests, may have a detrimental effect on the Accumulation Unit Values of any Variable Sub-Account or on the share prices of the corresponding Portfolio or otherwise would be to the disadvantage of other Contract Owners; or
- .. we are informed by one or more of the Portfolios that they intend to restrict the purchase, exchange, or redemption of Portfolio shares because of excessive trading or because they believe that a specific transfer or group of transfers would have a detrimental effect on the prices of Portfolio shares.

In making the determination that trading activity constitutes market timing or excessive trading, we will consider, among other things:

- .. the total dollar amount being transferred, both in the aggregate and in the transfer request;
- .. the number of transfers you make over a period of time and/or the period of time between transfers (note: one set of transfers to and from a Variable Sub-Account in a short period of time can constitute market timing);
- .. whether your transfers follow a pattern that appears designed to take advantage of short term market fluctuations, particularly within certain Variable Sub-Account underlying Portfolios that we have identified as being susceptible to market timing activities (e.g., International, High Yield, and Small Cap Variable Sub-Accounts);
- .. whether the manager of the underlying Portfolio has indicated that the transfers interfere with Portfolio management or otherwise adversely impact the Portfolio; and
- .. the investment objectives and/or size of the Variable Sub-Account underlying Portfolio.

We seek to apply these trading limitations uniformly. However, because these determinations involve the exercise of discretion, it is possible that we may not detect some market timing or excessive trading activity. As a result, it is possible that some investors may be able to engage in market timing or excessive trading activity, while others are prohibited, and the Portfolio may experience the adverse effects of market timing and excessive trading described above.

If we determine that a Contract Owner has engaged in market timing or excessive trading activity, we will require that all future transfer requests be submitted through U.S. Postal Service First Class Mail thereby refusing to accept transfer requests via telephone, facsimile, Internet, or overnight delivery. If we determine that a Contract Owner continues to engage in a pattern of market timing or excessive trading activity we will restrict that Contract Owner from making future additions or transfers into the impacted Variable Sub-Account(s) or will restrict that Contract Owner from making future additions or transfers into the class of Variable Sub-Account(s) if the Variable Sub-Accounts(s) involved are vulnerable to arbitrage market timing trading activity (e.g., International, High Yield, and Small Cap Variable Sub-Accounts).

In our sole discretion, we may revise our Trading Limitations at any time as necessary to better deter or minimize market timing and excessive trading or to comply with regulatory requirements.

#### SHORT TERM TRADING FEES

The underlying Portfolios are authorized by SEC regulation to adopt and impose redemption fees if a Portfolio's Board of Directors determines that such fees are necessary to minimize or eliminate short-term transfer activity that can reduce or dilute the value of outstanding shares issued by the Portfolio. The

Portfolio will set the parameters relating to the redemption fee and such parameters may vary by Portfolio. If a Portfolio elects to adopt and charge redemption fees, these fees will be passed on to the Contract Owner(s) responsible for the short-term transfer activity generating the fee.



We will administer and collect redemption fees in connection with transfers between the Variable Sub-Accounts and forward these fees to the Portfolio. Please consult the Portfolio's prospectus for more complete information regarding the fees and charges associated with each Portfolio.

#### DOLLAR COST AVERAGING PROGRAM

Through our Dollar Cost Averaging Program, you may automatically transfer a fixed dollar amount on a regular basis from any Variable Sub-Account or any Fixed Account Option to any of the other Variable Sub-Accounts. You may not use the Dollar Cost Averaging Program to transfer amounts to the Fixed Account Options. This program is available only during the Accumulation Phase.

We will not charge a transfer fee for transfers made under this Program, nor will such transfers count against the 12 transfers you can make each Contract Year without paying a transfer fee.

The theory of dollar cost averaging is that if purchases of equal dollar amounts are made at fluctuating prices, the aggregate average cost per unit will be less than the average of the unit prices on the same purchase dates. However, participation in this Program does not assure you of a greater profit from your purchases under the Program nor will it prevent or necessarily reduce losses in a declining market. Call or write us for instructions on how to enroll.

#### AUTOMATIC PORTFOLIO REBALANCING PROGRAM

Once you have allocated your money among the Variable Sub-Accounts, the performance of each Sub-Account may cause a shift in the percentage you allocated to each Sub-Account. If you select our Automatic Portfolio Rebalancing Program, we will automatically rebalance the Contract Value in each Variable Sub-Account and return it to the desired percentage allocations. Money you allocate to the Fixed Account will not be included in the rebalancing.

We will rebalance your account quarterly, semi-annually, or annually. We will measure these periods according to your instructions. We will transfer amounts among the Variable Sub-Accounts to achieve the percentage allocations you specify. You can change your allocations at any time by contacting us in writing or by telephone. The new allocation will be effective with the first rebalancing that occurs after we receive your written or telephone request. We are not responsible for rebalancing that occurs prior to receipt of proper notice of your request.

#### Example:

Assume that you want your initial purchase payment split among 2 Variable Sub-Accounts. You want 40% to be in the Putnam VT Income - Class IB Sub-Account and 60% to be in the Oppenheimer MidCap/VA - Service Shares Sub-Account. Over the next 2 months the bond market does very well while the stock market performs poorly. At the end of the first quarter, the Putnam VT Income - Class IB Sub-Account now represents 50% of your holdings because of its increase in value. If you choose to have your holdings in a Contract or Contracts rebalanced quarterly, on the first day of the next quarter we would sell some of your units in the Putnam VT Income - Class IB Sub-Account for the appropriate Contract(s) and use the money to buy more units in the Oppenheimer MidCap/VA - Service Shares Sub-Account so that the percentage allocations would again be 40% and 60%, respectively.

The transfers made under the program do not count towards the 12 transfers you can make without paying a transfer fee, and are not subject to a transfer fee.

Portfolio rebalancing is consistent with maintaining your allocation of investments among market segments, although it is accomplished by reducing your Contract Value allocated to the Variable Sub-Accounts that performed better during the previous time period.

#### Expenses

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As a Contract Owner, you will bear, directly or indirectly, the charges and expenses described below.

#### CONTRACT MAINTENANCE CHARGE

During the Accumulation Phase, on each Contract Anniversary, we will deduct a \$30 contract maintenance charge from your assets invested in the Putnam VT Money Market Variable Sub-Account. If there are insufficient assets in that Variable Sub-Account, we will deduct the balance of the charge proportionally from the other Variable Sub-Accounts. We also will deduct this charge if you withdraw your entire Contract Value, unless your Contract qualifies for a waiver. During the Payout Phase, we will deduct the charge proportionately from each income payment.

The charge is to compensate us for the cost of administering the Contracts and the Variable Account. Maintenance costs include expenses we incur in billing and collecting purchase payments; keeping records; processing death claims, cash withdrawals, and policy changes; proxy statements; calculating Accumulation Unit Values and income payments; and issuing reports to Contract Owners and regulatory agencies. We cannot increase the charge. We will waive this charge:

.. for the remaining term of the Contract once your total purchase payments to the Contract equal \$50,000 or more; or

.. for a Contract Anniversary if, on that date, your entire Contract Value is allocated to the Fixed Account Options, or after the Payout Start Date, if all income payments are fixed income payments.

We also reserve the right to waive this charge if you own more than one Contract and the Contracts meet certain minimum dollar amount requirements. In addition, we reserve the right to waive this charge for all Contracts.

#### ADMINISTRATIVE EXPENSE CHARGE

We deduct an administrative expense charge daily at an annual rate of 0.19% of the average daily net assets you have invested in the Variable Sub-Accounts. We intend this charge to cover actual administrative expenses that exceed the revenues from the contract maintenance charge. There is no necessary relationship between the amount of administrative charge imposed on a given Contract and the amount of expenses that may be attributed to that Contract. We assess this charge each day during the Accumulation Phase and the Payout Phase. We may increase this charge for Contracts issued in the future, but in no event will it exceed 0.35%. We guarantee that after your Contract is issued we will not increase this charge for your Contract.

#### MORTALITY AND EXPENSE RISK CHARGE

We deduct a mortality and expense risk charge daily from the net assets you have invested in the Variable Sub-Accounts. We assess mortality and expense risk charges during the Accumulation and Payout Phases of the Contract, except as noted below. The annual mortality and expense risk charge for the Contracts without any optional benefit are as follows:

Allstate Advisor	1.10%
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Allstate Advisor Plus	1.40%
-----	-----
Allstate Advisor Preferred (5-year withdrawal charge option)	1.40%
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Allstate Advisor Preferred (3-year withdrawal charge option)	1.50%
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Allstate Advisor Preferred (No withdrawal charge option)	1.60%
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The mortality and expense risk charge is for all the insurance benefits available with your Contract (including our guarantee of annuity rates and the death benefits), for certain expenses of the Contract, and for assuming the risk (expense risk) that the current charges will not be sufficient in the future to cover the cost of administering the Contract. The mortality and expense risk charge also helps pay for the cost of the Credit Enhancement under the Allstate Advisor Plus Contract. If the charges under the Contract are not sufficient, then we will bear the loss. We charge an additional amount for the optional benefits to compensate us for the additional risk that we accept by providing these options.

You will pay additional mortality and expense risk charges if you add any optional benefits to your Contract. The additional mortality and expense risk charge you pay will depend upon which of the options you select:

.. MAV Death Benefit Option: The current mortality and expense risk charge for this option is 0.20%. For Contract Owners who added the MAV Death Benefit Option prior to May 1, 2003, the mortality and expense risk charge is 0.15%. This charge may be increased, but will never exceed 0.30%. We guarantee that we will not increase the mortality and expense risk charge for this option after you have added it to your Contract. We deduct the charge for this option only during the Accumulation Phase.

.. Enhanced Beneficiary Protection (Annual Increase) Option: The current mortality and expense risk charge for this option is 0.30%. For Contract Owners who added the Enhanced Beneficiary Protection (Annual Increase) Option prior to May 1, 2003, the mortality and expense risk charge is 0.15%. This charge will never exceed 0.30%. We guarantee that we will not increase the mortality and expense risk charge for this option after you have added it to your Contract. We deduct the charge for this option only during the Accumulation Phase.

.. Earnings Protection Death Benefit Option: The current mortality and expense risk charge for this option is:

- . 0.25% (maximum of 0.35%) if the oldest Contract Owner and oldest Annuitant are age 70 or younger on the Rider Application Date;
- . 0.40% (maximum of 0.50%) if the oldest Contract Owner or oldest Annuitant is age 71 or older and both are age 79 or younger on the Rider Application Date.

The charges may be increased but they will never exceed the maximum charges shown above. We guarantee that we will not increase the mortality and expense risk charge for this option after you have added it to your Contract. However, if your spouse elects to continue the Contract in the event of your death and if he or she elects to continue the Earnings Protection Death Benefit Option, the charge will be based on the ages of the oldest new Contract Owner and the oldest Annuitant at the time the Contract is continued. Refer to the Death Benefit Payments provision in this

prospectus for more information. We deduct the charge for this option only during the Accumulation Phase.

.. Income Protection Benefit Option: The current mortality and expense risk charge for this option is 0.50%. This charge may be increased, but will never exceed 0.75%. We guarantee that we will not increase the mortality and expense risk charge for this option after you have added it to your Contract. The charge will be deducted only during the Payout Phase.

#### TRUEReturn/SM/ ACCUMULATION BENEFIT OPTION FEE

We charge a separate annual Rider Fee for the TrueReturn Option. The current annual Rider Fee is 0.50% of the Benefit Base. We deduct the Rider Fee on each Contract Anniversary during the Rider Period or until you terminate the Option, if earlier. We reserve the right to increase the Rider Fee to up to 1.25%. We currently charge the same Rider Fee regardless of the Rider Period and Guarantee Option you select; however, we reserve the right to charge different fees for different Rider Periods and Guarantee Options in the future. However, once we issue your Option, we cannot change the Rider Fee that applies to your Contract. If you elect to exercise the Rider Trade-In Option, the new Rider Fee will be based on the Rider Fee percentage applicable to a new TrueReturn Option at the time of trade-in.

The Rider Fee is deducted only from the Variable Sub-Account(s) on a pro rata basis in the proportion that your value in each Variable Sub-Account bears to your total value in all Variable Sub-Accounts. Rider Fees will decrease the number of Accumulation Units in each Variable Sub-Account. If you terminate this Option prior to the Rider Maturity Date on a date other than a Contract Anniversary, we will deduct an entire Rider Fee from your Contract Value on the date the Option is terminated. However, if the Option is terminated due to death of the Contract Owner or Annuitant, we will not charge a Rider Fee unless the date we receive a Complete Request for Settlement of the Death Proceeds is also a Contract Anniversary. If the Option is terminated on the Payout Start Date, we will not charge a Rider Fee unless the Payout Start Date is also a Contract Anniversary. Additionally, if you elect to exercise the Rider Trade-In Option and cancel the Option on a date other than a Contract Anniversary, we will not deduct a Rider Fee on the date the Option is terminated. Refer to the "TrueReturn/SM/ Accumulation Benefit Option" section of this prospectus for more information.

#### SPOUSAL PROTECTION BENEFIT (CO- ANNUITANT) OPTION FEE AND SPOUSAL PROTECTION BENEFIT (CO- ANNUITANT) OPTION FOR CUSTODIAL INDIVIDUAL RETIREMENT ACCOUNTS FEE

We charge a separate annual Rider Fee for both the Spousal Protection Benefit (Co-Annuitant) Option and Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts. The current annual Rider Fee is 0.10% of the Contract Value for either Option. This applies to all new Options added on or after January 1, 2005. For Options added prior to January 1, 2005, there is no charge associated with the Options. We deduct the Rider Fee on each Contract Anniversary up to and including the date you terminate the Option. We reserve the right to increase the annual Rider Fee to up to 0.15% of the Contract Value. We reserve the right to charge different Rider Fees for new Spousal Protection Benefit (Co-Annuitant) Options and/ or new Spousal Protection Benefit (Co-Annuitant) Options for Custodial Individual Retirement Accounts we offer in the future. Once we issue your Option, we cannot change the Rider Fee that applies to your Contract.

The Rider Fee is deducted only from the Variable Sub-Account(s) on a pro-rata basis in the proportion that your value in each Variable Sub-Account bears to your total value in all Variable Sub-Accounts. Rider Fees will decrease the number of Accumulation Units in each Variable Sub-Account. If, at the time the Rider Fee is deducted, the Rider Fee exceeds the total value in all Variable Sub-Accounts, the excess of the Rider Fee over the total value in all Variable Sub-Accounts will be waived.

The first Rider Fee will be deducted on the first Contract Anniversary following the Rider Date. A Rider Fee will be deducted on each subsequent Contract Anniversary up to and including the date the Option is terminated. We will not charge a Rider Fee on the date the Option is terminated, on a date other than the Contract Anniversary, if the Option is terminated on the Payout Start Date or due to death of the Contract Owner or Annuitant.

For the first Contract Anniversary following the Rider Date, the Rider Fee is equal to the number of months from the Rider Date to the first Contract Anniversary, divided by twelve, multiplied by 0.10%, with the result multiplied by the Contract Value as of the first Contract Anniversary. For subsequent Contract Anniversaries, the Rider Fee is equal to 0.10% multiplied by the Contract Value as of that Contract Anniversary. If you terminate this Option on a date other than a Contract Anniversary, we will deduct a Rider Fee. The Rider Fee will be pro-rated to cover the period from the last Contract Anniversary to the date of termination, or if you terminate this Option during the first Benefit Year, from the Rider Date to the date of termination. The pro-rated Rider Fee will be equal to the number of full months from the Contract Anniversary to the date of termination, or if you terminate this Option during the first Contract Year after adding the Option, the number of full months from the Rider Date to the date of termination, divided by twelve, multiplied by 0.10%, with the result multiplied by the Contract Value immediately prior to the termination.

#### RETIREMENT INCOME GUARANTEE OPTION FEE

We discontinued offering the Retirement Income Guarantee Options as of January 1, 2004 (up to May 1, 2004 in certain states). Fees described below apply to Contract Owners who selected an Option prior to January 1, 2004 (up to May 1, 2004 in certain states). We impose a separate annual Rider Fee for RIG 1 and RIG 2. The current annual Rider Fee for RIG 1 is 0.40% of the Income Base on each Contract Anniversary. For Contract Owners who added RIG 1 prior to May 1, 2003, the annual Rider Fee is 0.25%. The current annual

Rider Fee for RIG 2 is 0.55% of the Income Base on each Contract Anniversary. For Contract Owners who added RIG 2 prior to May 1, 2003, the annual Rider Fee is 0.45%. See "Retirement Income Guarantee Options" for details.

We deduct the Rider Fees only from the Variable Sub-Account(s) on a pro-rata basis. For the initial Contract Anniversary after the Rider Date, we will deduct a fee pro rated to cover the period from the Rider Date to the Contract Anniversary. In the case of a full withdrawal of the Contract Value on any date other than the Contract Anniversary, we will deduct from the amount paid upon withdrawal the Rider Fee multiplied by the appropriate Income Base immediately prior to the withdrawal pro rated to cover the period the Option was in effect during the current Contract Year. We will not deduct the Rider Fee during the Payout Phase.

#### WITHDRAWAL BENEFIT OPTION FEE

We charge separate annual Rider Fees for each of the SureIncome Option (the "SureIncome Option Fee"), the SureIncome Plus Option (the "SureIncome Plus Option Fee"), and the SureIncome For Life Option (the "SureIncome For Life Option Fee"). Collectively, we refer to the SureIncome Option Fee, the SureIncome Plus Option Fee and the SureIncome For Life Option Fee as the "Withdrawal Benefit Option Fees". "Withdrawal Benefit Option Fee" is used to refer to any one of the Withdrawal Benefit Option Fees.

The current annual SureIncome Option Fee is 0.50% of the Benefit Base. The current annual SureIncome Plus Option Fee and the current annual SureIncome For Life Option Fee are each 0.65% of the Benefit Base. We reserve the right to increase any Withdrawal Benefit Option Fee to up to 1.25% of the Benefit Base. We reserve the right to charge a different Withdrawal Benefit Option Fee for different Withdrawal Benefit Factors or Withdrawal Benefit Options we may offer in the future. Once we issue your Withdrawal Benefit Option, we cannot change the Withdrawal Benefit Option Fee that applies to your Contract. If applicable, if you elect to exercise the Rider Trade-In Option, the new Withdrawal Benefit Option Fee will be based on the Withdrawal Benefit Option Fee percentage applicable to a new Withdrawal Benefit Option available at the time of trade-in.

We deduct the Withdrawal Benefit Option Fees on each Contract Anniversary up to and including the date you terminate the Option. The Withdrawal Benefit Option Fees are deducted only from the Variable Sub-Account(s) on a pro-rata basis in the proportion that your Contract Value in each Variable Sub-Account bears to your total Contract Value in all Variable Sub-Accounts. The Withdrawal Benefit Option Fee will decrease the number of Accumulation Units in each Variable Sub-Account. If, at the time the Withdrawal Benefit Option Fee is deducted, the Withdrawal Benefit Option Fee exceeds the total Contract Value in all Variable Sub-Accounts, the excess of the Withdrawal Benefit Option Fee over the total Contract Value in all Variable Sub-Accounts will be waived.

The first Withdrawal Benefit Option Fee will be deducted on the first Contract Anniversary following the Rider Date. A Withdrawal Benefit Option Fee will be deducted on each subsequent Contract Anniversary up to and including the date the Withdrawal Benefit Option is terminated.

For the first Contract Anniversary following the Rider Date, the SureIncome Option Fee is equal to the number of full months from the Rider Date to the first Contract Anniversary, divided by twelve, multiplied by 0.50%, with the result multiplied by the Benefit Base on the first Contract Anniversary. For subsequent Contract Anniversaries, the SureIncome Option Fee is equal to 0.50% multiplied by the Benefit Base as of that Contract Anniversary.

For the first Contract Anniversary following the Rider Date, the SureIncome Plus Option Fee and the SureIncome For Life Option Fee are each equal to the number of full months from the Rider Date to the first Contract Anniversary, divided by twelve, multiplied by 0.65%, with the result multiplied by the Benefit Base on the first Contract Anniversary increased by purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts) and decreased by withdrawals, but prior to the Benefit Base being recalculated based on the Contract Value. For subsequent Contract Anniversaries, the SureIncome Plus Option Fee and the SureIncome For Life Option Rider Fee are each equal to 0.65% multiplied by the Benefit Base on that Contract Anniversary increased by purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts) and decreased by withdrawals, but prior to the Benefit Base being recalculated based on the Contract Value for any of the ten Contract Anniversaries after the Rider Date. As previously stated, we will deduct Withdrawal Benefit Option Fees on each Contract Anniversary up to and including the date you terminate the Option.

If you terminate the SureIncome Option or the SureIncome Plus Option on a date other than a Contract Anniversary, we will deduct the Withdrawal Benefit Option Fee unless the termination is on the Payout Start Date or is due to the death of the Contract Owner or Annuitant. If you terminate the SureIncome For Life Option on a date other than a Contract Anniversary, we will deduct the SureIncome For Life Option Fee unless the termination is on the Payout Start Date or is due to the death of the Contract Owner, Annuitant, or the death of the SureIncome Covered Life. The Withdrawal Benefit Option Fee will be pro-rated to cover the period from the last Contract Anniversary to the date of termination or, if you terminate the Withdrawal Benefit Option during the first Benefit Year, from the Rider Date to the date of termination. For the SureIncome Option, the pro-rated SureIncome Option Fee will be

equal to the number of full months from the Contract Anniversary to the date of termination or, if you terminate the SureIncome Option during the first Benefit Year, the number of full months from the Rider Date to the date of termination, divided by twelve, multiplied by 0.50%, with the result multiplied by the Benefit Base immediately prior to the withdrawal or termination. For the SureIncome Plus Option and the SureIncome For Life Option, the pro-rated Withdrawal Benefit Option Fee will be equal to the number of full months from the Contract Anniversary to the date of termination or, if you terminate the Withdrawal Benefit Option during the first Benefit Year, the number of full months from the Rider Date to the date of termination, divided by twelve, multiplied by 0.65%, with the result multiplied by the Benefit Base immediately prior to the withdrawal or termination. The Withdrawal Benefit Option Fee will be waived during the Withdrawal Benefit Payout Phase.

#### TRANSFER FEE

We impose a fee upon transfers in excess of 12 during any Contract Year. The current fee is equal to 1.00% of the dollar amount transferred. This fee may be increased, but in no event will it exceed 2.00% of the dollar amount transferred. We will not charge a transfer fee on transfers that are part of a Dollar Cost Averaging Program or Automatic Portfolio Rebalancing Program.

#### WITHDRAWAL CHARGE

We may assess a withdrawal charge from the purchase payment(s) you withdraw. The amount of the charge will depend on the number of years that have elapsed since we received the purchase payment being withdrawn. A schedule showing the withdrawal charges applicable to each Contract appears on page 13. If you make a withdrawal before the Payout Start Date, we will apply the withdrawal charge percentage in effect on the date of the withdrawal, or the withdrawal charge percentage in effect on the following day, whichever is lower.

Withdrawals also may be subject to tax penalties or income tax. You should consult with your tax counsel or other tax advisor regarding any withdrawals.

Withdrawals from the Market Value Adjusted Fixed Account Option may be subject to a market value adjustment. Refer to page 53 for more information on market value adjustments.

#### FREE WITHDRAWAL AMOUNT

You can withdraw up to the Free Withdrawal Amount each Contract Year without paying the withdrawal charge. The Free Withdrawal Amount for a Contract Year is equal to 15% of all purchase payments (excluding Credit Enhancements for Allstate Advisor Plus Contracts) that are subject to a withdrawal charge as of the beginning of that Contract Year, plus 15% of the purchase payments added to the Contract during the Contract Year. The withdrawal charge applicable to Contracts owned by Charitable Remainder Trusts is described below.

Purchase payments no longer subject to a withdrawal charge will not be used to determine the Free Withdrawal Amount for a Contract Year, nor will they be assessed a withdrawal charge, if withdrawn. The Free Withdrawal Amount is not available in the Payout Phase.

You may withdraw up to the Free Withdrawal Amount in each Contract Year it is available without paying a withdrawal charge; however, the amount withdrawn may be subject to a Market Value Adjustment or applicable taxes. If you do not withdraw the entire Free Withdrawal Amount in a Contract Year, any remaining portion may not be carried forward to increase the Free Withdrawal Amount in a later Contract Year.

For purposes of assessing the withdrawal charge, we will treat withdrawals as coming from the oldest purchase payments first as follows:

- 1) Purchase payments that no longer are subject to withdrawal charges;
- 2) Free Withdrawal Amount (if available);
- 3) Remaining purchase payments subject to withdrawal charges, beginning with the oldest purchase payment;
- 4) Any earnings not previously withdrawn.

However, for federal income tax purposes, earnings are considered to come out first, which means that you will pay taxes on the earnings portion of your withdrawal.

If the Contract Owner is a Charitable Remainder Trust, the Free Withdrawal Amount in a Contract Year is equal to the greater of:

- .. The Free Withdrawal Amount described above; or
- .. Earnings as of the beginning of the Contract Year that have not been previously withdrawn.

For purposes of assessing the withdrawal charge for a Charitable Remainder Trust-Owned Contract, we will treat withdrawals as coming from the earnings first and then the oldest purchase payments as follows:

- 1) Earnings not previously withdrawn;
- 2) Purchase payments that are no longer subject to withdrawal charges;
- 3) Free Withdrawal Amount in excess of earnings;
- 4) Purchase payments subject to withdrawal charges, beginning with the oldest purchase payment.

If you have selected the Allstate Advisor Preferred Contract with No Withdrawal Charge Option, there are no withdrawal charges applicable and, therefore, no Free Withdrawal Amount. Amounts withdrawn may be subject to a Market Value Adjustment or applicable taxes.

## All Contracts

We do not apply a withdrawal charge in the following situations:

- .. the death of the Contract Owner or Annuitant (unless the Settlement Value is used);
- .. withdrawals taken to satisfy IRS minimum distribution rules for the Contract; or
- .. withdrawals that qualify for one of the waivers described below.

We use the amounts obtained from the withdrawal charge to pay sales commissions and other promotional or distribution expenses associated with marketing the Contracts, and to help defray the cost of the Credit Enhancement for the Allstate Advisor Plus Contracts. To the extent that the withdrawal charge does not cover all sales commissions and other promotional or distribution expenses, or the cost of the Credit Enhancement, we may use any of our corporate assets, including potential profit which may arise from the mortality and expense risk charge or any other charges or fee described above, to make up any difference.

Withdrawals taken prior to the Payout Start Date are generally considered to come from the earnings in the Contract first. If the Contract is tax-qualified, generally all withdrawals are treated as distributions of earnings. Withdrawals of earnings are taxed as ordinary income and, if taken prior to age 59 1/2, may be subject to an additional 10% federal tax penalty. You should consult your own tax counsel or other tax advisers regarding any withdrawals.

**Confinement Waiver.** We will waive the withdrawal charge on any applicable withdrawal taken under your Contract if the following conditions are satisfied:

1. you or the Annuitant, if the Contract Owner is not a living person, are first confined to a long term care facility or a hospital for at least 90 consecutive days. You or the Annuitant must enter the long term care facility or hospital at least 30 days after the Issue Date,
2. we receive your request for withdrawal and Due Proof of confinement no later than 90 days following the end of your or the Annuitant's confinement at the long term care facility or hospital, and
3. a physician must have prescribed the confinement and the confinement must be medically necessary (as defined in the Contract).

"Due Proof " includes, but is not limited to, a letter signed by a physician stating the dates the Owner or Annuitant was confined, the name and location of the Long Term Care Facility or Hospital, a statement that the confinement was medically necessary, and, if released, the date the Owner or Annuitant was released from the Long Term Care Facility or Hospital.

**Terminal Illness Waiver.** We will waive the withdrawal charge on any applicable withdrawal under your Contract if:

1. you or the Annuitant, if the Contract Owner is not a living person, are diagnosed by a physician as having a terminal illness (as defined in the Contract) at least 30 days after the Issue Date, and
2. you provide Due Proof of diagnosis to us before or at the time you request the withdrawal.

"Due Proof " includes, but is not limited to, a letter signed by a physician stating that the Owner or Annuitant has a Terminal Illness and the date the Terminal Illness was first diagnosed.

**Unemployment Waiver.** We will waive the withdrawal charge on one partial or a full withdrawal taken under your Contract, if you meet the following requirements:

1. you or the Annuitant, if the Contract Owner is not a living person, become unemployed at least one year after the Issue Date,
2. you or the Annuitant receive Unemployment Compensation for at least 30 consecutive days as a result of that unemployment, and
3. you or the Annuitant claim this benefit within 180 days of your or the Annuitant's initial receipt of Unemployment Compensation.

Before we will waive any withdrawal charges, you must give us Due Proof prior to, or at the time of, the withdrawal request, that you or the Annuitant have been unemployed and have been granted Unemployment Compensation for at least 30 consecutive days.

"Unemployment Compensation" means unemployment compensation received from a unit of state or federal government in the U.S. "Due Proof " includes, but is not limited to, a legible photocopy of an unemployment compensation payment that meets the above described criteria with regard to dates and a signed letter from you stating that you or the Annuitant meet the above described criteria.

You may exercise this benefit once over the term of the Contract. Amounts withdrawn may be subject to Market Value Adjustments.

These waivers do not apply under the Allstate Advisor Preferred Contract with No Withdrawal Charge Option.



Please refer to your Contract for more detailed information about the terms and conditions of these waivers.

The laws of your state may limit the availability of these waivers and may also change certain terms and/or benefits available under the waivers. You should consult your Contract for further details on these variations. Also, even

if you do not pay a withdrawal charge because of these waivers, a Market Value Adjustment may apply and you still may be required to pay taxes or tax penalties on the amount withdrawn. You should consult your tax advisor to determine the effect of a withdrawal on your taxes.

#### PREMIUM TAXES

Some states and other governmental entities (e.g., municipalities) charge premium taxes or similar taxes. We are responsible for paying these taxes and will deduct them from your Contract Value. Some of these taxes are due when the Contract is issued, others are due when income payments begin or upon surrender. Our current practice is not to charge anyone for these taxes until income payments begin or when a total withdrawal occurs including payment upon death. We may some time in the future discontinue this practice and deduct premium taxes from the purchase payments. Premium taxes generally range from 0% to 4%, depending on the state.

At the Payout Start Date, we deduct the charge for premium taxes from each investment alternative in the proportion that the Contract Value in the investment alternative bears to the total Contract Value.

#### DEDUCTION FOR SEPARATE ACCOUNT INCOME TAXES

We are not currently maintaining a provision for taxes. In the future, however, we may establish a provision for taxes if we determine, in our sole discretion, that we will incur a tax as a result of the operation of the Variable Account. We will deduct for any taxes we incur as a result of the operation of the Variable Account, whether or not we previously made a provision for taxes and whether or not it was sufficient. Our status under the Internal Revenue Code is briefly described in the "Taxes" section of this prospectus.

#### OTHER EXPENSES

Each Portfolio deducts management fees and other expenses from its assets. You indirectly bear the charges and expenses of the Portfolios whose shares are held by the Variable Sub-Accounts. These fees and expenses are described in the prospectuses for the Portfolios. For a summary of Portfolio annual expenses see page 16. Allstate Life or the principal underwriter of the Contracts, Allstate Distributors, may receive compensation from the investment advisers, administrators or distributors, or their affiliates, of the Portfolios in connection with the administrative, distribution (12b-1), or other services Allstate Distributors or we provide to the Portfolios.

#### Access to Your Money

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#### WITHDRAWALS

You can withdraw some or all of your Contract Value at any time prior to the Payout Start Date. Withdrawals also are available under limited circumstances on or after the Payout Start Date. See "Income Plans" on page 63.

The amount payable upon withdrawal is the Contract Value (or portion thereof) next computed after we receive the request for a withdrawal at our home office, adjusted by any applicable Market Value Adjustment, less any applicable withdrawal charges, income tax withholding, penalty tax, contract maintenance charge, Rider Fee, and any premium taxes. We will pay withdrawals from the Variable Account within 7 days of receipt of the request, subject to postponement in certain circumstances. You can withdraw money from the Variable Account or the Fixed Account Option(s) available under your Contract. To complete a partial withdrawal from the Variable Account, we will cancel Accumulation Units in an amount equal to the withdrawal and any applicable charges, fees and taxes.

You must name the investment alternative from which you are taking the withdrawal. If none is named, then the withdrawal request is incomplete and cannot be honored.

In general, you must withdraw at least \$50 at a time.

Withdrawals from the Standard Fixed Account Option may be subject to a restriction. See "Standard Fixed Account Options" on page 50.

Withdrawals taken prior to the Payout Start Date are generally considered to come from the earnings in the Contract first. If the Contract is tax-qualified, generally all withdrawals are treated as distributions of earnings. Withdrawals of earnings are taxed as ordinary income and, if taken prior to age 59 1/2, may be subject to an additional 10% federal penalty tax. If any withdrawal reduces your Contract Value to less than \$1,000, we will treat the request as a withdrawal of the entire Contract Value, unless a Withdrawal Benefit Option is currently attached to your Contract. See "Withdrawal Benefit Options" above for more information. If you request a total withdrawal, we may require that you return your Contract to us. Your Contract will terminate if you withdraw all of your Contract Value, subject to certain exceptions if a Withdrawal Benefit Option is currently attached to your Contract. See "Withdrawal Benefit Options" for more details. We will, however, ask you to confirm your withdrawal request before terminating your Contract. If we terminate your Contract, we will distribute to you its Contract Value, adjusted by any applicable Market Value Adjustment, less withdrawal and other charges and taxes.

#### POSTPONEMENT OF PAYMENTS

We may postpone the payment of any amounts due from the Variable Account under the Contract if:

1. The New York Stock Exchange is closed for other than usual weekends or holidays, or trading on the Exchange is otherwise restricted,
2. An emergency exists as defined by the SEC, or
3. The SEC permits delay for your protection.

We may delay payments or transfers from the Fixed Account Option(s) available under your Contract for up to 6 months or shorter period if required by law. If we delay payment or transfer for 30 days or more, we will pay interest as required by law.

#### SYSTEMATIC WITHDRAWAL PROGRAM

You may choose to receive systematic withdrawal payments on a monthly, quarterly, semi-annual, or annual basis at any time prior to the Payout Start Date. Please consult your sales representative or call us at 1-800-457-7617 for more information.

Any systematic withdrawal programs based upon IRS minimum distribution requirements may be modified to ensure guarantees under any Withdrawal Benefit Option currently attached to your Contract are not impacted by the withdrawals. Withdrawals made outside of any systematic withdrawal program based upon IRS minimum distribution requirements may impact the guarantees provided under any Withdrawal Benefit Option currently attached to your Contract.

Depending on fluctuations in the value of the Variable Sub-Accounts and the value of the Fixed Account Options, systematic withdrawals may reduce or even exhaust the Contract Value. Income taxes may apply to systematic withdrawals. Please consult your tax advisor before taking any withdrawal.

We will make systematic withdrawal payments to you or your designated payee. At our discretion, we may modify or suspend the Systematic Withdrawal Program and charge a processing fee for the service. If we modify or suspend the Systematic Withdrawal Program, existing systematic withdrawal payments will not be affected.

#### MINIMUM CONTRACT VALUE

If your request for a partial withdrawal would reduce your Contract Value to less than \$1,000, we may treat it as a request to withdraw your entire Contract Value, unless a Withdrawal Benefit Option is currently attached to your Contract. See "Withdrawal Benefit Options" above for more information. Your Contract will terminate if you withdraw all of your Contract Value. We will, however, ask you to confirm your withdrawal request before terminating your Contract. If we terminate your Contract, we will distribute to you its Contract Value, adjusted by any applicable Market Value Adjustment, less withdrawal and other charges and applicable taxes.

#### Income Payments

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#### PAYOUT START DATE

The Payout Start Date is the day that we apply your Contract Value adjusted by any applicable Market Value Adjustment and less applicable taxes to an Income Plan. The first income payment must occur at least 30 days after the Issue Date. The Payout Start Date may be no later than:

- .. the Annuitant's 99th birthday, or
- .. the 10th Contract Anniversary, if later.

You may change the Payout Start Date at any time by notifying us in writing of the change at least 30 days before the scheduled Payout Start Date. Absent a change, we will use the Payout Start Date stated in your Contract.

#### INCOME PLANS

An "Income Plan" is a series of payments made on a scheduled basis to you or to another person designated by you. You may select more than one Income Plan. If you choose more than one Income Plan, you must specify what proportions of your Contract Value, adjusted by any Market Value Adjustment and less any applicable taxes, should be allocated to each such Income Plan. For tax reporting purposes, your cost basis and any gain on the Contract will be allocated proportionally to each Income Plan you select based on the proportion of your Contract Value applied to each such Income Plan. We reserve the right to limit the number of Income Plans that you may select. If you choose to add the Income Protection Benefit Option, certain restrictions may apply as described under "Income Protection Benefit Option," below. If you do not select an Income Plan, we will make income payments in accordance with Income Plan 1 with a Guaranteed Payment Period of 10 years. If any Contract Owner dies during the Payout Phase, the new Contract Owner will be the surviving Contract Owner. If there is no surviving Contract Owner, the new Contract Owner will be the Beneficiary(ies) as described in the "Beneficiary" section of this prospectus. Any remaining income payments will be paid to the new Contract Owner as scheduled. Income payments to Beneficiaries may be subject to restrictions established by the Contract Owner. After the Payout Start Date, you may not make withdrawals (except as described below) or change your choice of Income Plan.

Currently seven Income Plans are available. Depending on the Income Plan(s) you choose, you may receive:

- .. fixed income payments;
- .. variable income payments; or
- .. a combination of the two.

A portion of each payment will be considered taxable and the remaining portion will be a non-taxable return of your investment in the Contract, which is also called the "basis." Once the basis in the Contract is depleted, all remaining payments will be fully taxable. If the Contract is tax-qualified, generally, all payments will be fully taxable. Taxable payments taken prior to age 59 1/2, may be subject to an additional 10% federal tax penalty.

The seven Income Plans are:

**Income Plan 1 - Life Income with Guaranteed Number of Payments.** Under this plan, we make periodic income payments for at least as long as the Annuitant lives. If the Annuitant dies in the Payout Phase, we will continue to pay income payments until the guaranteed number of payments has been paid. The number of months guaranteed ("Guaranteed Payment Period") may range from 0 to 360 months. If the Annuitant is age 90 or older as of the Payout Start Date, the Guaranteed Payment Period may range from 60 to 360 months.

**Income Plan 2 - Joint and Survivor Life Income with Guaranteed Number of Payments.** Under this plan, we make periodic income payments for at least as long as either the Annuitant or the joint Annuitant, named at the time the Income Plan was selected, lives. If both the Annuitant and joint Annuitant die in the Payout Phase, we will continue to pay the income payments until the guaranteed number of payments has been paid. The Guaranteed Payment Period may range from 0 to 360 months. If either the Annuitant or joint Annuitant is age 90 or older as of the Payout Start Date, the Guaranteed Payment Period may range from 60 to 360 months. You may elect a reduced survivor plan of 50%, 66% or 75% of the payment amount. If you do not elect a reduced survivor amount, the payments will remain at 100%. If you elect a reduced survivor payment plan, the amount of each income payment initially will be higher but a reduction will take place at the later of 1) the death of an Annuitant; or 2) at the end of the guaranteed payment period.

**Income Plan 3 - Guaranteed Number of Payments.** Under this plan, we make periodic income payments for the period you have chosen. These payments do not depend on the Annuitant's life. The shortest number of months guaranteed is 60 (120 if the Payout Start Date occurs prior to the third Contract Anniversary). The longest number of months guaranteed is 360 or the number of months between the Payout Start Date and the date that the Annuitant reaches age 100, if greater. In no event may the number of months guaranteed exceed 600. We will deduct the mortality and expense risk charge from the assets of the Variable Sub-Account supporting this Income Plan even though we may not bear any mortality risk. You may make withdrawals, change the length of the guaranteed payment period, or change the frequency of income payments under Income Plan 3. See "Modifying Payments" and "Payout Withdrawals" below for more details.

**Income Plan 4 - Life Income with Cash Refund.** Under this plan, we make periodic income payments until the death of the Annuitant. If the death of the Annuitant occurs before the total amount applied to an Income Plan is paid out, we will pay a lump sum payment of the remaining amount. Payments under this plan are available only as fixed income payments.

**Income Plan 5 - Joint Life Income with Cash Refund.** Under this plan, we make periodic income payments until the deaths of both the Annuitant and joint Annuitant. If the deaths of both the Annuitant and joint Annuitant occur before the total amount applied to an Income Plan is paid out, we will pay a lump sum payment of the remaining amount. Currently, a reduced survivor plan is not available. Payments under this plan are available only as fixed income payments.

**Income Plan 6 - Life Income with Installment Refund.** Under this plan, we make periodic income payments until the later of: (1) the death of the Annuitant; or (2) the total amount paid out under the annuity is equal to the total amount applied to the Income Plan. If the death of the Annuitant occurs before the total amount applied to an Income Plan is paid out, we will continue to make payments in the same manner until any remaining payments are paid out. Payments under this plan are available only as fixed income payments.

**Income Plan 7 - Joint Life Income with Installment Refund.** Under this plan, we make periodic income payments until the later of: (1) the deaths of both the Annuitant and joint Annuitant; or (2) the total amount paid out under the annuity is equal to the total amount applied to the Income Plan. If the deaths of both the Annuitant and joint Annuitant occur before the total amount applied to an Income Plan is paid out, we will continue to make payments in the same manner until any remaining payments are paid out. Currently, a reduced survivor plan is not available. Payments under this plan are available only as fixed income payments.

If you choose an Income Plan with payments that continue for the life of the Annuitant or joint Annuitant, we may require proof of age and sex of the Annuitant or joint Annuitant before starting income payments, and proof that the Annuitant or joint Annuitant is alive before we make each payment. Please note that under Income Plans 1 and 2, if you do not select a Guaranteed Payment Period, it is possible that the payee could receive only one income payment if the Annuitant and any joint Annuitant both die before the second income payment, or only two income payments if they die before the third income payment, and so on.

The length of any Guaranteed Payment Period under your selected Income Plan generally will affect the dollar amounts of each income payment. As a general rule, longer Guarantee Payment Periods result in lower income payments, all other things being equal. For

example, if you choose an Income Plan with payments that depend on the life of the Annuitant but with no guaranteed payments, the income payments generally will be greater than the income payments made under the same Income Plan with a specified Guaranteed Payment Period.

#### Modifying Payments

After the Payout Start Date, you may make the following changes under Income Plan 3:

- .. You may request to modify the length of the Guaranteed Payment Period. If you elect to change the length of the Guaranteed Payment Period, the new Guaranteed Payment Period must be within the original minimum and maximum period you would have been permitted to select on the Payout Start Date. However, the maximum payment period permitted will be shortened by the period elapsed since the original Guaranteed Payment Period began. If you change the length of your Guaranteed Payment Period, we will compute the present value of your remaining payments, using the same assumptions we would use if you were terminating the income payments, as described in Payout Withdrawal. We will then adjust the remaining payments to equal what that value would support based on those same assumptions and based on the revised Guaranteed Payment Period.
- .. You may request to change the frequency of your payments.

We currently allow you to make the changes described above once each Contract Year; on that single occasion you may make either change alone, or both simultaneously. We reserve the right to change this practice at any time without prior notice.

Changes to either the frequency of payments or length of the Guaranteed Payment Period will result in a change to the payment amount and may change the amount of each payment that is taxable to you.

Modifying payments of this Contract may not be allowed under Qualified Contracts. In order to satisfy required minimum distributions ("RMD") under current Treasury regulations, once income payments have begun over a Guaranteed Payment Period, the Guaranteed Payment Period may not be changed even if the new period is shorter than the maximum permitted. Please consult with a competent tax advisor prior to making a request to modify payments if your Contract is subject to RMD requirements.

Any change to either the frequency of payments or length of a Guaranteed Payment Period will take effect on the next payment date after we accept the requested change.

#### Payout Withdrawal

You may terminate all or a portion of the income payments being made under Income Plan 3 at any time and withdraw their present value ("withdrawal value"), subject to a Payout Withdrawal Charge, by writing to us ("Payout Withdrawal"). For variable income payments, the withdrawal value is equal to the present value of the variable income payments being terminated, calculated using a discount rate equal to the assumed investment rate that was used in determining the initial variable payment. For fixed income payments, the withdrawal value is equal to the present value of the fixed income payments being terminated, calculated using a discount rate equal to the applicable current interest rate (this may be the initial interest rate in some states.) The applicable current interest rate is the rate we are using on the date we receive your Payout Withdrawal request to determine income payments for a new annuitization with a payment period equal to the remaining payment period of the income payments being terminated.

A Payout Withdrawal must be at least \$50. If any Payout Withdrawal reduces the value of the remaining income payments to an amount not sufficient to provide an initial payment of at least \$20, we reserve the right to terminate the Contract and pay you the present value of the remaining income payments in a lump sum. If you withdraw the entire value of the remaining income payments, the Contract will terminate.

You must specify the investment alternative(s) from which you wish to make a Payout Withdrawal. If you withdraw a portion of the value of your remaining income payments, the payment period will remain unchanged and your remaining payment amounts will be reduced proportionately.

#### Payout Withdrawal Charge

To determine the Payout Withdrawal Charge, we assume that purchase payments are withdrawn first, beginning with the oldest payment. When an amount equal to all purchase payments has been withdrawn, additional withdrawals will not be assessed a Payout Withdrawal Charge.

Payout Withdrawals will be subject to a Payout Withdrawal Charge for each Contract as follows:

Contract:	Number of Complete Years Since We Received the Purchase Payment Being Withdrawn/Applicable Charge:								
	0	1	2	3	4	5	6	7	8+
Allstate Advisor	7%	7%	6%	5%	4%	3%	2%	0%	0%
Allstate Advisor Plus	8.5%	8.5%	8.5%	7.5%	6.5%	5.5%	4%	2.5%	0%
Allstate Advisor Preferred with:									
5-Year Withdrawal Charge Option	7%	6%	5%	4%	3%	0%			
3-Year Withdrawal Charge Option	7%	6%	5%	0%					
No Withdrawal Charge Option				None					

Additional Information. We may make other Income Plans available. You may obtain information about them by writing or calling us. On the Payout Start Date, you must specify the portion of the Contract Value to be applied to variable income payments and the portion to be applied to fixed income payments. For the portion of your Contract Value to be applied to variable income payments, you must also specify the Variable Sub-Accounts on which to base the variable income payments as well as the allocation among those Variable Sub-Accounts. If you do not choose how the Contract Value is to be applied, then the portion of the Contract Value in the Variable Account on the Payout Start Date will be applied to variable income payments, according to the Variable Sub-Account allocations as of the Payout Start Date, and the remainder of the Contract Value will be applied to fixed income payments.

We will apply your Contract Value, adjusted by any applicable Market Value Adjustment, less applicable taxes, to your Income Plan(s) on the Payout Start Date. We can make income payments in monthly, quarterly, semi-annual or annual installments, as you select. If the Contract Value is less than \$2,000 when it is applied to the Income Plan(s) you choose, or not enough to provide an initial payment of at least \$20 when it is applied to the Income Plan(s) you choose, and state law permits, we may:

- .. terminate the Contract and pay you the Contract Value, adjusted by any applicable Market Value Adjustment and less any applicable taxes, in a lump sum instead of the periodic payments you have chosen, or
- .. reduce the frequency of your payments so that each payment will be at least \$20.

#### VARIABLE INCOME PAYMENTS

The amount of your variable income payments depends upon the investment results of the Variable Sub-Accounts you select, the premium taxes you pay, the age and sex of the Annuitant, and the Income Plan you choose. We guarantee that the payments will not be affected by: (a) company mortality experience; or (b) the amount of our administration expenses.

We cannot predict the total amount of your variable income payments, which may be more or less than your total purchase payments because (a) variable income payments vary with the investment results of the underlying Portfolios; and (b) under some of the Income Plans, we make income payments only so long as an Annuitant is alive or any applicable Guaranteed Payment Period has not yet expired.

In calculating the amount of the periodic payments in the annuity tables in the Contracts, we used an assumed investment rate ("AIR", also known as benchmark rate) of 3%. Currently, you may choose either a 6%, 5%, or 3% AIR per year. If you select the Income Protection Benefit Option, however, the 3% AIR must apply. The 6% and 5% AIR may not be available in all states (check with your representative for availability). Currently, if you do not choose one, the 5% AIR will automatically apply (except in states in which the 5% AIR is not available; in those states, the 3% AIR will automatically apply). You may not change the AIR after you have selected an Income Plan.

We reserve the right to offer other assumed investment rates. If the actual net investment return of the Variable Sub-Accounts you choose is less than the AIR, then the dollar amount of your variable income payments will decrease. The dollar amount of your variable income payments will increase, however, if the actual net investment return exceeds the AIR. The dollar amount of the variable income payments stays level if the net investment return equals the AIR. With a higher AIR, your initial income payment will be larger than with a lower AIR. While income payments continue to be made, however, this disparity will become smaller and, if the payments have continued long enough, each payment will be smaller than if you had initially chosen a lower AIR.

Please refer to the Statement of Additional Information for more detailed information as to how we determine variable income payments.

You may also elect a variable income payment stream consisting of level monthly, quarterly or semi-annual payments. If you elect to receive level monthly, quarterly or semi-annual payments, the payments must be recalculated annually. You may only elect to receive level payments at or before the Payout Start Date. If you have elected level payments for an Income Plan(s), you may not make any variable to fixed payment transfers within such Income Plan(s). We will determine the amount of each annual payment as described above, place this

amount in our general account, and then distribute it in level monthly, quarterly or semi-annual payments. The sum of the level payments will exceed the annual calculated amount because of an interest rate factor we use, which may vary from year to year, but will not be less than 2% per year. We do not allow withdrawals of the annual amount unless you make a full or partial withdrawal request of the value of the remaining payments under Income Plan 3. Withdrawals will be assessed a Payout Withdrawal Charge, if applicable. If the Annuitant dies while you are receiving level payments, you will not be entitled to receive any remaining level payments for that year (unless the Annuitant dies before the end of the Guaranteed Payment Period). For example, if you have selected Income Plan 1 with no Guaranteed Payment Period and the Annuitant dies during the year, the Beneficiary will not be entitled to receive the remaining level payments for that year.

#### INCOME PROTECTION BENEFIT OPTION

We offer an Income Protection Benefit Option, which may be added to your Contract on the Payout Start Date for an additional mortality and expense risk charge if you have selected variable income payments subject to the following conditions:

- .. The Annuitant and joint Annuitant, if applicable, must be age 75 or younger on the Payout Start Date.
- .. You must choose Income Plan 1 or 2, and the Guaranteed Payment Period must be for at least 120 months, unless the Internal Revenue Service requires a different payment period.
- .. You may apply the Income Protection Benefit Option to more than one Income Plan.
- .. The AIR must be 3% for the Income Plan(s) to which you wish to apply this benefit.
- .. You may only add the Income Protection Benefit Option on the Payout Start Date and, once added, the option cannot be cancelled.
- .. You may not add the Income Protection Benefit Option without our prior approval if your Contract Value is greater than \$1,000,000 at the time you choose to add the Income Protection Benefit Option.
- .. You may not convert variable income payments to fixed income payments.

If you select the Income Protection Benefit Option, we guarantee that your variable income payments under each of the Income Plans to which the option is applied will never be less than 85% of the initial variable amount income value ("Income Protection Benefit"), as calculated on the Payout Start Date under such Income Plans, unless you have elected a reduced survivor payment plan under Income Plan 2. If you have elected a reduced survivor payment plan, we guarantee that your variable income payments to which the option is applied will never be less than 85% of the initial variable amount income value prior to the later of 1) the death of an Annuitant; or 2) the end of the guaranteed payment period. On or after the later of these events, we guarantee that your variable income payments will never be less than 85% of the initial variable amount income value multiplied by the percentage you elected for your reduced survivor plan. See Appendix C for numerical examples that illustrate how the Income Protection Benefit is calculated.

If you add the Income Protection Benefit Option to your Contract, the mortality and expense risk charge during the Payout Phase will be increased. The charge for the Income Protection Benefit Option will apply only to the Income Plan(s) to which the Option has been applied. Currently, the charge for this option is 0.50% of the average daily net Variable Account assets supporting the variable income payments to which the Income Protection Benefit Option applies. We may change the amount we charge, but it will not exceed 0.75% of the average daily net Variable Account assets supporting the variable income payments to which the Income Protection Benefit Option applies. Once the option is issued, we will not increase what we charge you for the benefit.

In order to ensure that we achieve adequate investment diversification ("Income Protection Diversification Requirement"), we reserve the right, in our sole discretion, to impose limitations on the investment alternatives in which you may invest during the Payout Phase with respect to the assets supporting the variable income payments to which the Income Protection Benefit Option applies. These limitations may include, but are not limited to, maximum investment limits on certain Variable Sub-Accounts, exclusion of certain Variable Sub-Accounts, required minimum allocations to certain Variable Sub-Accounts, and/or the required use of Automatic Portfolio Rebalancing.

To achieve our Income Protection Diversification Requirement, we have divided the Variable Sub-Accounts into three separate categories: "unrestricted," "restricted" and "excluded." Currently, we require that you allocate between 30% to 100% of the assets supporting your variable income payments to the unrestricted Variable Sub-Accounts in any manner you choose. You may allocate up to 70% of the assets supporting your variable income payments to the restricted Variable Sub-Accounts. You may not, however, allocate more than 20% of the assets supporting your variable income payments to any one of the restricted Variable Sub-Accounts. You may not allocate any portion of the assets supporting your variable income payments to the excluded Variable Sub-Accounts.

In the following three tables, we list our current Income Protection Diversification Requirement/(1)/:

Unrestricted Variable Sub-Accounts. There is no limit to the amount of assets





payments that you may allocate to any one or more of the following Variable Sub-Accounts. Currently, we require that you allocate at least 30% of the assets supporting your variable income payments to this category.

Fidelity VIP Freedom Income - Service Class 2 Sub-Account

FTVIP Franklin U.S. Government - Class 2 Sub-Account

Oppenheimer Core Bond/VA - Service Shares Sub-Account

Oppenheimer Strategic Bond/VA - Service Shares Sub-Account

Putnam VT Income - Class IB Sub-Account

Putnam VT Money Market - Class IB Sub-Account

Van Kampen LIT Money Market, Class II Sub-Account

Restricted Variable Sub-Accounts. You may allocate up to 70% of the amount of assets supporting your variable income payments to the following Variable Sub-Accounts. Currently, you may not allocate more than 20% of the amount of assets supporting your variable income payments to any one of the restricted Variable Sub-Accounts.

Fidelity VIP Freedom 2010 - Service Class 2 Sub-Account

Fidelity VIP Freedom 2020 - Service Class 2 Sub-Account

Fidelity VIP Freedom 2030 - Service Class 2 Sub-Account

Fidelity VIP Contrafund(R) - Service Class 2 Sub-Account

Fidelity VIP Index 500 - Service Class 2 Sub-Account

Fidelity VIP Mid Cap - Service Class 2 Sub-Account

FTVIP Franklin Income Securities - Class 2 Sub-Account

FTVIP Franklin Growth and Income Securities -Class 2 Sub-Account

FTVIP Franklin Large Cap Growth Securities -Class 2 Sub-Account

FTVIP Mutual Global Discovery Securities - Class 2 Sub-Account

FTVIP Franklin Small Cap Value Securities - Class 2 Sub-Account

FTVIP Mutual Shares Securities - Class 2 Sub-Account

FTVIP Templeton Foreign Securities - Class 2 Sub-Account

Lord Abbett Series - All Value Sub-Account

Lord Abbett Series - Bond-Debenture Sub-Account

Lord Abbett Series - Growth and Income Sub-Account

Lord Abbett Series - Growth Opportunities Sub-Account

Lord Abbett Series - Mid-Cap Value Sub-Account

Oppenheimer Balanced/VA - Service Shares Sub-Account

Oppenheimer Capital Appreciation/VA - Service Shares Sub-Account

Oppenheimer Global Securities/VA - Service Shares Sub-Account

Oppenheimer High Income/VA Sub-Account

Oppenheimer Main Street(R)/VA - Service Shares Sub-Account

Oppenheimer Main Street Small Cap(R)/VA - Service Shares Sub-Account

Putnam VT Equity Income - Class IB Sub-Account/(6)/

Putnam VT Global Asset Allocation - Class IB Sub-Account

Putnam VT Growth and Income - Class IB Sub-Account

Putnam VT High Yield - Class IB Sub-Account

Putnam VT International Equity - Class IB Sub-Account

Putnam VT Investors - Class IB Sub-Account

Putnam VT Research - Class IB Sub-Account/(5)/

Putnam VT The George Putnam Fund of Boston -Class IB Sub-Account

Putnam VT Global Utilities - Class IB Sub-Account/(5)/

Putnam VT Voyager - Class IB Sub-Account

Van Kampen LIT Comstock, Class II Sub-Account

Van Kampen LIT Growth and Income, Class II Sub-Account

UIF Equity and Income, Class II Sub-Account/(4)/

UIF Capital Growth, Class II Sub-Account (Class I & II)/(2)(4)/

UIF Global Franchise, Class II Sub-Account/(4)/

UIF U.S. Mid Cap Value, Class II Sub-Account (Class I & II)/(2)(4)/

UIF U.S. Real Estate, Class II Sub-Account/(4)/

Excluded Variable Sub-Accounts. Currently, none of the following Variable Sub-Accounts are available to support variable income payments.

Fidelity VIP Growth Stock - Service Class 2 Sub-Account  
FTVIP Templeton Developing Markets Securities - Class 2 Sub-Account  
Oppenheimer MidCap/VA - Service Shares Sub-Account  
Putnam VT Global Health Care - Class IB Sub-Account/(5)/  
Putnam VT New Opportunities - Class IB Sub-Account/(5)/  
Putnam VT Vista - Class IB Sub-Account  
UIF Emerging Markets Debt, Class II Sub-Account/(4) /  
UIF Mid Cap Growth, Class II Sub-Account/(4) /  
UIF Small Company Growth, Class II Sub-Account/(4) /  
Van Kampen LIT Capital Growth, Class II Sub-Account  
Van Kampen LIT Mid Cap Growth, Class II Sub-Account/(3)/

- (1) Effective May 1, 2003, the FTVIP Franklin Small-Mid Cap Growth Securities - Class 2 Sub-Account, and the FTVIP Templeton Global Bond Securities - Class 2 Sub-Account are no longer available for new investments. If you are currently invested in the Variable Sub-Accounts that invest in these Portfolios you may continue your investment. If you are currently enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing or dollar cost averaging, we will continue to effect automatic transactions to the Portfolios in accordance with that program.\*
- (2) The UIF Capital Growth, Class II Sub-Account and the UIF U.S. Mid Cap Value, Class II Sub-Account are offered with Contracts issued on or after May 1, 2004. Contract Owners of Contracts issued prior to May 1, 2004, may only invest in the UIF Capital Growth, Class I Sub-Account and the UIF U.S. Mid Cap Value, Class I Sub-Account. Contracts issued prior to May 1, 2004 that participate in certain TrueBalance model portfolios may invest in UIF Capital Growth, Class II Sub-Account and the UIF U.S. MidCap Value, Class II Sub-Account.
- (3) Effective May 1, 2006, the Van Kampen LIT Mid Cap Growth Portfolio, Class II (formerly called the Van Kampen LIT Aggressive Growth Portfolio, Class II) was closed to new investments. If you are currently invested in the Variable Sub-Account that invests in this Portfolio, you may continue your investment.\*
- (4) Morgan Stanley Investment Management Inc., the adviser to the UIF Portfolios, does business in certain instances using the name Van Kampen.
- (5) Effective October 1, 2004, the Putnam VT Global Health Care - Class IB Sub-Account, Putnam VT New Opportunities - Class IB Sub-Account, Putnam VT Research - Class IB Sub-Account, and the Putnam VT Global Utilities - Class IB Sub-Account closed to new investments.\*
- (6) Effective February 13, 2009, the Putnam VT New Value - Class IB was reorganized into the Putnam VT Equity Income Fund - Class IB.

\* As noted above, certain Variable Sub-Accounts are closed to new investments. If you invested in these Variable Sub-Accounts prior to the effective close date, you may continue your investments. If you choose to add the Income Protection Benefit Option on or after the effective close date, you must transfer any portion of your Contract Value that is allocated to these Variable Sub-Accounts to any of the remaining Variable Sub-Accounts available with the Income Protection Benefit Option prior to adding it to your Contract.

You must use quarterly Automatic Portfolio Rebalancing to meet our Income Protection Diversification Requirement. On the date of each rebalancing, we will reallocate the amount of the assets supporting your variable income payments according to the rebalancing percentages you have selected, subject to the then current restrictions and exclusions in effect. We expect that the restrictions and exclusions for each category will change from time to time. Any change in these restrictions and exclusions will become effective no later than the next regularly scheduled rebalancing of your Variable Sub-Account choices on or immediately after the date of change.

The Income Protection Diversification Requirement is based on a model. We may use a model developed and maintained by us or we may elect to use a model developed or provided by an independent third party. We will notify you at least 30 days before we make any change to our Income Protection Diversification Requirement.

We may determine which Variable Sub-Accounts are eligible for each category or we may elect to follow the recommendations of an independent third party. We may at any time make new determinations as to which Variable Sub-Accounts are unrestricted, restricted or excluded. We may do so for a variety of reasons including, but not limited to, a change in the investment objectives or policies of a Portfolio, or the failure, in our sole determination, of such Portfolio to invest in accordance with its stated investment objective or policies.

Transfers made for purposes of meeting the Income Protection Diversification

Requirement will not count towards the number of free transfers you may make each Contract Year. See "Investment Alternatives: Transfers," above, for additional information.

#### FIXED INCOME PAYMENTS

We guarantee income payment amounts derived from any Fixed Account Option for the duration of the Income Plan. The guaranteed income payment amounts will change if the frequency of payments or the length of the payment period changes.

We calculate the fixed income payments by:

.. adjusting the portion of the Contract Value in any Fixed Account Option on the Payout Start Date by any applicable Market Value Adjustment;

- .. deducting any applicable taxes; and
- .. applying the resulting amount to the greater of: (a) the appropriate income payment factor for the selected Income Plan from the Income Payment Table in your Contract; or (b) such other income payment factor as we are offering on the Payout Start Date.

We may defer your request to make a withdrawal from fixed income payments for a period of up to 6 months or whatever shorter time state law may require. If we defer payments for 30 days or more, we will pay interest as required by law from the date we receive the withdrawal request to the date we make payment.

#### RETIREMENT INCOME GUARANTEE OPTIONS

Effective January 1, 2004, we ceased offering the Retirement Income Guarantee Options ("RIG 1" and "RIG 2"), except in a limited number of states. Effective May 1, 2004, the RIG 1 and RIG 2 Options are no longer available in any state. If you added a Retirement Income Guarantee Option to your Contract prior to January 1, 2004 (up to May 1, 2004 in certain states), your Option will continue to apply to your Contract. Also, effective January 1, 2004, we discontinued the Trade-In Program, except for Contract Owners who added RIG 1 or RIG 2 prior to May 1, 2003. For Contract Owners who added RIG 1 or RIG 2 on or after May 1, 2003, you may cancel your RIG 1 or RIG 2 Option during the 60-day period following your next 3rd Contract Anniversary after January 1, 2004. If you do not cancel the Option during this 60-day period, you will not be permitted to cancel it later. Please check with your sales representative for details. The following describes the Retirement Income Guarantee Options for Contract Owners who elected the Option prior to January 1, 2004 (up to May 1, 2004 in certain states).

We refer to the issue date of the option as the "Rider Date." You may add only one Retirement Income Guarantee Option to your Contract. The oldest Contract Owner and oldest Annuitant must be age 75 or younger on the Rider Application Date. Once you add a rider to your Contract, it may not be cancelled except during the 60-day period following the next 3rd Contract Anniversary after January 1, 2004, as described above.

We reserve the right to impose limitations on the investment alternatives in which you may invest as a condition of these options. These restrictions may include, but are not limited to, maximum investment limits on certain investment alternatives, exclusion of certain investment alternatives, required minimum allocations to certain Variable Sub-Accounts and/or the Automatic Portfolio Rebalancing. Currently, no such restrictions are being imposed.

For each option, an "Income Base" is calculated, which is used only for the purpose of calculating the "Guaranteed Retirement Income Benefit" and the appropriate "Rider Fee," all defined below. The Income Base does not provide a Contract Value or guarantee performance of any investment option. The Income Base for RIG 1 and RIG 2 are described in more detail below.

You may apply the Income Base less applicable taxes to an Income Plan on the Payout Start Date and receive the Guaranteed Retirement Income Benefit if all of the following conditions are satisfied:

- .. The Payout Start Date must be on or after the 10th Contract Anniversary of the Rider Date.
- .. The Payout Start Date must occur during the 30-day period following a Contract Anniversary.
- .. The oldest Annuitant must be age 99 or younger as of the Payout Start Date.
- .. You must select Fixed Amount Income Payments only.
- .. You must select Income Plan 1 or 2, with a Guaranteed Payment Period of at least:
  - . 120 months, if the youngest Annuitant is age 80 or younger as of the Payout Start Date; or
  - . 60 months, if the youngest Annuitant is older than age 80 as of the Payout Start Date.

The "Guaranteed Retirement Income Benefit" is determined by applying the Income Base, less any applicable taxes, to the appropriate monthly income payment factor shown in the Income Payment Tables in your Contract for the selected Income Plan.

If a different payment frequency (quarterly, semi-annual, or annual) or different Income Plan is selected, an income payment factor for the selected payment frequency and Income Plan is determined on the same mortality and interest rate basis as the Income Payment Tables shown in your Contract.

On the Payout Start Date, the income payments for the selected Income Plan will be the greater of:

- .. The Guaranteed Retirement Income Benefit; or
- .. For fixed income payments, the Contract Value, adjusted by any applicable Market Value Adjustment, less any applicable taxes is applied to the greater of: the appropriate income payment factor for the selected Income Plan from the income payment tables in your Contract, or an income payment factor for the selected Income Plan that we are offering on the Payout Start Date.

We assess an annual Rider Fee if you selected one of the Retirement Income Guarantee Options. The Rider Fee is deducted on each Contract Anniversary on a pro rata basis from each of the Variable Sub-Accounts in which your Contract Value is invested on that date. The Rider Fee will decrease the number of Accumulation Units in each Variable Sub-Account. The Rider Fee is deducted only during the Accumulation Phase of the Contract. For

the first Contract Anniversary following the Rider Date, the Rider Fee will be prorated to cover the period between the Rider Date and the first Contract Anniversary after the Rider Date. In the case of a full withdrawal of the Contract Value, the Rider Fee is prorated to cover the period between the Contract Anniversary immediately prior to the withdrawal and the date of the withdrawal.

The current Rider Fee for RIG 1 is 0.40% of the Income Base on each Contract Anniversary (0.25% for Contract Owners who added RIG 1 prior to May 1, 2003). The current Rider Fee for the RIG 2 is 0.55% of the Income Base on each Contract Anniversary (0.45% for Contract Owners who added RIG 2 prior to May 1, 2003). These options will terminate and the corresponding Rider Fee will cease on the earliest of the following to occur:

- .. The date the Contract is terminated;
- .. If the Contract is not continued in the Accumulation Phase under either the Death of Owner or Death of Annuitant provisions of the Contract. The option will terminate on the date we determine the Death Proceeds;
- .. The Payout Start Date; or
- .. For Contract Owners who added a RIG 1 or RIG 2 Option on or after May 1, 2003, if you elect to cancel your RIG 1 or RIG 2 Option during the 60-day period following the next 3rd Contract Anniversary after January 1, 2004 (since we discontinued offering the Trade-In Program as of that date).

Otherwise, the options may not be terminated or cancelled.

Calculation of Income Base.

On the Rider Date, the "RIG 1 Income Base" is equal to the Contract Value. The RIG 1 Income Base, plus purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts) made after the Rider Date and less RIG 1 withdrawal adjustments for withdrawals made after the Rider Date, will accumulate interest on a daily basis at a rate equivalent to 5% per year (3% in certain states), subject to the "Cap" defined below. This accumulation will continue until the first Contract Anniversary following the 85th birthday of the oldest Contract Owner or oldest Annuitant, whichever occurs first. After the 5% interest accumulation ends (3% in certain states), the RIG 1 Income Base will continue to be increased by purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts) and reduced by RIG 1 withdrawal adjustments for withdrawals until the option terminates. The "RIG 1 Withdrawal Adjustment" is defined below.

The RIG 1 Income Base will not exceed a Cap equal to:

- .. 200% of the Contract Value as of the Rider Date; plus
- .. 200% of purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts) made after the Rider Date, but excluding any purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts) made in the 12-month period immediately prior to the Payout Start Date; minus
- .. RIG 1 Withdrawal Adjustments for any withdrawals made after the Rider Date.

RIG 1 Withdrawal Adjustment. Prior to the first Contract Anniversary following the 85th birthday of the oldest Contract Owner or oldest Annuitant, whichever is earlier, the withdrawal adjustment is as follows:

- .. In each Contract Year, for the portion of withdrawals that do not cumulatively exceed 5% (3% in certain states) of the RIG 1 Income Base as of the beginning of the Contract Year (or as of the Rider Date for the first Contract Year in which RIG 1 is added), the withdrawal adjustment is equal to the amount withdrawn (or portion thereof) multiplied by a discount factor. The discount factor is calculated using a 5% annual interest rate (3% in certain states) and the portion of the Contract Year between the withdrawal date and the end of the Contract Year. This withdrawal adjustment has the effect of reducing the RIG 1 Income Base at the end of the Contract Year by the actual amount of the withdrawal. In other words, for purposes of calculating the RIG 1 Income Base, the withdrawal is treated as if it occurred at the end of the Contract Year.
- .. In each Contract Year, for the portion of withdrawals that cumulatively exceed 5% (3% in certain states) of the RIG 1 Income Base as of the beginning of the Contract Year (or as of the Rider Date for the first Contract Year in which RIG 1 is added), the withdrawal adjustment is equal to the withdrawal amount (or portion thereof), divided by the Contract Value immediately prior to the withdrawal and reduced for the portion of withdrawals that do not cumulatively exceed 5% (3% in certain states), and the result multiplied by the most recently calculated RIG 1 Income Base, reduced for the portion of withdrawals that do not cumulatively exceed 5% (3% in certain states).

On or after the first Contract Anniversary following the 85th birthday of the oldest Contract Owner or the Annuitant, all withdrawal adjustments are equal to the withdrawal amount, divided by the Contract Value immediately prior to the withdrawal, and the result multiplied by the most recently calculated RIG 1 Income Base.

See Appendix D for numerical examples that illustrate how the RIG 1 Withdrawal Adjustment is applied.

The "RIG 2 Income Base" is defined as the greater of "Income Base A" or "Income



Base B."

"Income Base A" and its corresponding Withdrawal Adjustment are calculated in the same manner as the RIG 1 Income Base and RIG 1 Withdrawal Adjustment.

On the Rider Date, "Income Base B" is equal to the Contract Value. After the Rider Date and prior to the Payout Start Date, Income Base B is recalculated each time a purchase payment or withdrawal is made as well as on each Contract Anniversary as follows:

- .. Each time a purchase payment is made, Income Base B is increased by the amount of the purchase payment (and Credit Enhancement for Allstate Advisor Plus Contracts).
- .. Each time a withdrawal is made, Income Base B is reduced by a proportional withdrawal adjustment, defined as the withdrawal amount divided by the Contract Value immediately prior to the withdrawal, and the result multiplied by the most recently calculated Income Base B.
- .. On each Contract Anniversary until the first Contract Anniversary following the 85th birthday of the oldest Contract Owner or oldest Annuitant, whichever occurs first, Income Base B is equal to the greater of the Contract Value on that date or the most recently calculated Income Base B.

If no purchase payments or withdrawals are made after the Rider Date, Income Base B will be equal to the greatest of the Contract Value on the Rider Date and the Contract Values on each subsequent Contract Anniversary until the earlier of the Payout Start Date or the Contract Anniversary following the 85th birthday of the oldest Contract Owner or oldest Annuitant, whichever occurs first.

#### CERTAIN EMPLOYEE BENEFIT PLANS

The Contracts offered by this prospectus contain income payment tables that provide for different payments to men and women of the same age, except in states that require unisex tables. We reserve the right to use income payment tables that do not distinguish on the basis of sex to the extent permitted by applicable law. In certain employment-related situations, employers are required by law to use the same income payment tables for men and women. Accordingly, if the Contract is used in connection with an employment-related retirement or benefit plan and we do not offer unisex annuity tables in your state, you should consult with legal counsel as to whether the Contract is appropriate.

#### Death Benefits

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#### DEATH PROCEEDS

Under certain conditions, described below, we will pay Death Proceeds for this Contract on the death of the Contract Owner, Annuitant, or Co-Annuitant if the death occurs prior to the Payout Start Date. If the Owner or Annuitant dies after the Payout Start Date, we will pay remaining income payments as described in the "Payout Phase" section of your Contract. See "Income Payments" for more information.

We will determine the value of the Death Proceeds as of the end of the Valuation Date during which we receive the first Complete Request for Settlement (the next Valuation Date, if we receive the request after 3:00 p.m. Central Time). In order to be considered a "Complete Request for Settlement," a claim for distribution of the Death Proceeds must include "Due Proof of Death" in any of the following forms of documentation:

- .. A certified copy of the death certificate;
- .. A certified copy of a decree of a court of competent jurisdiction as to the finding of death; or
- .. Any other proof acceptable to us.

"Death Proceeds" are determined based on when we receive a Complete Request for Settlement:

- .. If we receive a Complete Request for Settlement within 180 days of the death of the Contract Owner, Annuitant, or Co-Annuitant, as applicable, the Death Proceeds are equal to the "Death Benefit."
- .. If we receive a Complete Request for Settlement more than 180 days after the death of the Contract Owner, Annuitant, or Co-Annuitant, as applicable, the Death Proceeds are equal to the greater of the Contract Value or Settlement Value. We reserve the right to waive or extend, in a nondiscriminatory manner, the 180-day period in which the Death Proceeds will equal the Death Benefit.

Where there are multiple Beneficiaries, we will only value the Death Proceeds at the time the first Beneficiary submits the necessary documentation in good order. Any Death Proceeds amounts attributable to any Beneficiary which remain in the Variable Sub-Accounts are subject to investment risk.

#### DEATH BENEFIT OPTIONS

In addition to the ROP Death Benefit included in your Contract, we offer the following death benefit options which may be added to your Contract:

- .. MAV Death Benefit Option
- .. Enhanced Beneficiary Protection (Annual Increase) Option
- .. Earnings Protection Death Benefit Option

The SureIncome Plus Option and SureIncome For Life Option also include a death

benefit option, the SureIncome Return of Premium Death Benefit ("SureIncome ROP Death Benefit.")

The amount of the Death Benefit depends on which death benefit option(s) you select. Not all death benefit options are available in all states.

You may select any combination of death benefit options on the Issue Date of your Contract or at a later date,

subject to state availability and issue age restrictions. You may not add any of the death benefit option(s) to your Contract after Contract issue without our prior approval if your Contract Value is greater than \$1,000,000 at the time you choose to add an option(s).

The "Death Benefit" is equal to the Earnings Protection Death Benefit (if selected) plus the greatest of:

- .. The Contract Value;
- .. The Settlement Value;
- .. The ROP Death Benefit;
- .. The MAV Death Benefit Option (if selected);
- .. The Enhanced Beneficiary Protection (Annual Increase) Option (if selected); or
- .. The SureIncome ROP Death Benefit.\*

The "Settlement Value" is the amount that would be paid in the event of a full withdrawal of the Contract Value.

\* The SureIncome ROP Death Benefit under the SureIncome For Life Option is only included in the calculation of the Death Benefit upon the death of the SureIncome Covered Life. If a Contract Owner, Annuitant or Co-Annuitant who is not the SureIncome Covered Life dies, the SureIncome ROP Death Benefit is not applicable.

The "ROP Death Benefit" is equal to the sum of all purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts), reduced by a proportional withdrawal adjustment for each withdrawal. The withdrawal adjustment is equal to the withdrawal amount divided by the Contract Value immediately prior to the withdrawal, and the result is multiplied by:

The sum of all purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts) made prior to the withdrawal, less any prior withdrawal adjustments.

Maximum Anniversary Value Death Benefit Option.

The "MAV Death Benefit Option" is only available if the oldest Contract Owner and oldest Annuitant are age 79 or younger on the Rider Application Date. There is an additional mortality and expense risk charge for this death benefit option, currently equal to 0.20% (0.15% for Contract Owners who added this option prior to May 1, 2003). We may change what we charge for this death benefit option, but it will never exceed 0.30%. Once added to your Contract, we guarantee that we will not increase the mortality and expense risk charge you pay for this death benefit option.

On the date we issue the rider for this benefit ("Rider Date"), the MAV Death Benefit is equal to the Contract Value. After the Rider Date and prior to the date we determine the Death Proceeds (see "Death Proceeds" on page 72), the MAV Death Benefit is recalculated each time a purchase payment or withdrawal is made as well as on each Contract Anniversary as follows:

- .. Each time a purchase payment is made, the MAV Death Benefit is increased by the amount of the purchase payment (and Credit Enhancement for Allstate Advisor Plus Contracts).
- .. Each time a withdrawal is made, the MAV Death Benefit is reduced by a proportional withdrawal adjustment, defined as the withdrawal amount divided by the Contract Value immediately prior to the withdrawal, and the result multiplied by the most recently calculated MAV Death Benefit.
- .. On each Contract Anniversary until the first Contract Anniversary following the 80th birthday of the oldest Contract Owner or oldest Annuitant, whichever occurs first, the MAV Death Benefit is recalculated as the greater of the Contract Value on that date or the most recently calculated MAV Death Benefit.

If no purchase payments or withdrawals are made after the Rider Date, the MAV Death Benefit will be equal to the greatest of the Contract Value on the Rider Date and the Contract Values on each subsequent Contract Anniversary after the Rider Date, but before the date we determine the Death Proceeds. If, upon death of the Contract Owner, the Contract is continued under Option D as described on page 76, and if the oldest New Contract Owner and the oldest Annuitant are age 80 or younger on the date we determine the Death Proceeds, then the MAV Death Benefit Option will continue. The MAV Death Benefit will continue to be recalculated for purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts), withdrawals, and on each Contract Anniversary after the date we determine the Death Proceeds until the earlier of:

- .. The first Contract Anniversary following the 80th birthday of either the oldest New Contract Owner or the oldest Annuitant, whichever is earlier. (After the 80th birthday of either the oldest New Contract Owner or the oldest Annuitant, whichever is earlier, the MAV Death Benefit will be recalculated only for purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts) and withdrawals); or
- .. The date we next determine the Death Proceeds.

Enhanced Beneficiary Protection (Annual Increase) Option.

The Enhanced Beneficiary Protection (Annual Increase) Option is only available if the oldest Contract Owner and oldest Annuitant are age 79 or younger on the Rider Application Date. There is an additional mortality and expense risk charge for this death benefit option, currently equal to 0.30% (0.15% for Contract Owners who added this option prior to May 1, 2003). We may change what we charge for this death benefit option, but it will never exceed 0.30%. Once added to your Contract, we guarantee that we will not increase the

mortality and expense risk charge you pay for this death benefit option.

On the date we issue the rider for this benefit ("Rider Date"), the Enhanced Beneficiary Protection (Annual Increase) Benefit is equal to the Contract Value. The Enhanced Beneficiary Protection (Annual Increase) Benefit, plus purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts) made after the Rider Date and less withdrawal adjustments for withdrawals made after the Rider Date, will accumulate interest on a daily basis at a rate equivalent to 5% per year (3% in certain states), subject to the "Cap" defined below. This accumulation will continue until the earlier of:

(a) the first Contract Anniversary following the 80th birthday of the oldest Contract Owner or oldest Annuitant, whichever occurs first; or

(b) the date we determine the Death Proceeds.

After the 5% interest accumulation ends (3% in certain states), the Enhanced Beneficiary Protection (Annual Increase) Benefit will continue to be increased by purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts) and reduced by withdrawal adjustments for withdrawals until the death benefit option terminates. The withdrawal adjustment is a proportional adjustment, defined as the withdrawal amount divided by the Contract Value immediately prior to the withdrawal, and the result multiplied by the amount of the Enhanced Beneficiary Protection (Annual Increase) Benefit immediately prior to the withdrawal.

The Enhanced Beneficiary Protection (Annual Increase) Benefit Cap is equal to:

- .. 200% of the Contract Value as of the Rider Date; plus
- .. 200% of purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts) made after the Rider Date, but excluding any purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts) made in the 12-month period immediately prior to the death of the Contract Owner or the Annuitant; minus
- .. Withdrawal adjustments for any withdrawals made after the Rider Date. Refer to Appendix E for withdrawal adjustment examples.

If, upon death of the Contract Owner, the Contract is continued under Option D as described on page 76, and if the oldest New Contract Owner and the oldest Annuitant are age 80 or younger on the date we determine the Death Proceeds, then the Enhanced Beneficiary Protection (Annual Increase) Option will continue. The amount of the Enhanced Beneficiary Protection (Annual Increase) Benefit as of the date we determine the Death Proceeds, plus subsequent purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts), less withdrawal adjustments for any subsequent withdrawals, will accumulate daily at a rate equivalent to 5% per year (3% in certain states) from the date we determine the Death Proceeds, until the earlier of:

- .. The first Contract Anniversary following the 80th birthday of either the oldest New Contract Owner or the oldest Annuitant, whichever is earlier. (After the 80th birthday of either the oldest New Owner or the oldest Annuitant, whichever is earlier, the Enhanced Beneficiary Protection (Annual Increase) Benefit will be recalculated only for purchase payments and withdrawals (and Credit Enhancements for Allstate Advisor Plus Contracts); or
- .. The date we next determine the Death Proceeds.

Earnings Protection Death Benefit Option.

The "Earnings Protection Death Benefit Option" is only available if the oldest Contract Owner and oldest Annuitant are age 79 or younger on the Rider Application Date. There is an additional mortality and expense risk charge for this death benefit option, currently equal to:

- .. 0.25%, if the oldest Contract Owner and oldest Annuitant are age 70 or younger on the Rider Application Date; and
- .. 0.40%, if the oldest Contract Owner or oldest Annuitant is over age 70 and all are age 79 or younger on the Rider Application Date.

We may change what we charge for this death benefit option, but it will never exceed 0.35% for issue ages 0-70 and 0.50% for issue ages 71-79. Once added to your Contract, we guarantee that we will not increase the mortality and expense risk charge you pay for this death benefit option. However, if your spouse elects to continue the Contract in the event of your death and if he or she elects to continue the Earnings Protection Death Benefit Option, the mortality and expense risk charge for the death benefit option will be based on the ages of the oldest new Contract Owner and the oldest Annuitant at the time the Contract is continued.

If the oldest Contract Owner and oldest Annuitant are age 70 or younger on the Rider Application Date, the Earnings Protection Death Benefit is equal to the lesser of:

- .. 100% of "In-Force Premium" (excluding purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts) made after the date we issue the rider for this benefit ("Rider Date") and during the twelve-month period immediately prior to the death of the Contract Owner or Annuitant); or
- .. 40% of "In-Force Earnings"

calculated as of the date we determine the Death Proceeds.

If the oldest Contract Owner or oldest Annuitant is over age 70 and all are age 79 or younger on the Rider

Application Date, the Earnings Protection Death Benefit is equal to the lesser of:

- .. 50% of "In-Force Premium" (excluding purchase payments (and Credit Enhancements for Allstate Advisor Plus Contracts) made after the Rider Date and during the twelve-month period immediately prior to the death of the Contract Owner or Annuitant); or
- .. 25% of "In-Force Earnings"

calculated as of the date we determine the Death Proceeds.

In-Force Earnings are equal to the current Contract Value less In-Force Premium. If this quantity is negative, then In-Force Earnings are equal to zero.

In-Force Premium is equal to the Contract Value on the Rider Date, plus the sum of all purchase payments made after the Rider Date, less the sum of all "Excess-of-Earnings Withdrawals" made after the Rider Date.

An Excess-of-Earnings Withdrawal is equal to the excess, if any, of the amount of the withdrawal over the amount of the In-Force Earnings immediately prior to the withdrawal.

Refer to Appendix F for numerical examples that illustrate how the Earnings Protection Death Benefit Option is calculated.

If, upon death of the Contract Owner, the Contract is continued under Option D as described on page 79 below, and if the oldest new Owner and the oldest Annuitant are younger than age 80 on the date we determine the Death Proceeds, then this death benefit option will continue unless the New Contract Owner elects to terminate the death benefit option. If the death benefit option is continued, the following will apply as of the date we determine the Death Proceeds upon continuation:

- .. The Rider Date will be changed to the date we determine the Death Proceeds;
- .. The In-Force Premium is equal to the Contract Value as of the new Rider Date plus all purchase payments made after the Rider Date, less the sum of all the Excess-of-Earnings Withdrawals made after the Rider Date;
- .. The Earnings Protection Death Benefit after the new Rider Date will be determined as described above, but using the ages of the oldest new Contract Owner and the oldest Annuitant as of the new Rider Date.
- .. The mortality and expense risk charge, for this rider, will be determined as described above, but using the ages of the oldest new Contract Owner and the oldest Annuitant as of the new Rider Date.

If either the Contract Owner's or the Annuitant's age is misstated, the Earnings Protection Death Benefit and the mortality and expense risk charge for this death benefit option will be calculated according to the corrected age as of the Rider Date. Your Contract Value will be adjusted to reflect the mortality and expense risk charge for this death benefit option that should have been assessed based on the corrected age.

#### ALL OPTIONS.

We reserve the right to impose limitations on the investment alternatives in which you may invest as a condition of these options. These restrictions may include, but are not limited to, maximum investment limits on certain investment alternatives, exclusion of certain investment alternatives, required minimum allocations to certain Variable Sub-Accounts and/or the required use of Automatic Portfolio Rebalancing. Currently, no such restrictions are being imposed.

These death benefit options will terminate and the corresponding Rider Fee will cease on the earliest of the following to occur:

- .. the date the Contract is terminated;
- .. if, upon the death of the Contract Owner, the Contract is continued under Option D as described in the Death of Owner section on page 79, and either the oldest New Owner or the oldest Annuitant is older than age 80 (age 80 or older for the Earnings Protection Death Benefit Option) on the date we determine the Death Proceeds. The death benefit option will terminate on the date we determine the Death Proceeds;
- .. if the Contract is not continued in the Accumulation Phase under either the Death of Owner or Death of Annuitant provisions of the Contract. The death benefit option will terminate on the date we determine the Death Proceeds;
- .. on the date the Contract Owner (if the current Contract Owner is a living person) is changed for any reason other than death unless the New Contract Owner is a trust and the Annuitant is the current Contract Owner;
- .. on the date the Contract Owner (if the current Contract Owner is a non-living person) is changed for any reason unless the New Contract Owner is a non-living person or is the current Annuitant; or
- .. the Payout Start Date.

Notwithstanding the preceding, in the event of the Contract Owner's death, if the Contract Owner's spouse elects to continue the Contract (as permitted in the Death of Owner provision below) he or she may terminate the Earnings Protection Death Benefit at that time.





## DEATH BENEFIT PAYMENTS

### Death of Contract Owner

If a Contract Owner dies prior to the Payout Start Date, then the surviving Contract Owners will be "New Contract Owners". If there are no surviving Contract Owners, then subject to any restrictions previously placed upon them, the Beneficiaries will be the New Contract Owners.

If there is more than one New Contract Owner taking a share of the Death Proceeds, each New Contract Owner will be treated as a separate and independent Contract Owner of his or her respective share of the Death Proceeds. Each New Contract Owner will exercise all rights related to his or her share of the Death Proceeds, including the sole right to elect one of the Option(s) below, subject to any restrictions previously placed upon the New Contract Owner. Each New Contract Owner may designate a Beneficiary(ies) for his or her respective share, but that designated Beneficiary(ies) will be restricted to the Option chosen by the original New Contract Owner.

The Options available to the New Contract Owner will be determined by the applicable following Category in which the New Contract Owner is defined. An Option will be deemed to have been chosen on the day we receive written notification in a form satisfactory to us.

### New Contract Owner Categories

Category 1. If your spouse (or Annuitant's spouse in the case of a grantor trust-owned Contract) is the sole New Contract Owner of the entire Contract, your spouse must choose from among the death settlement Options A, B, C, D, or E described below. If he or she does not choose one of these Options, then Option D will apply.

Category 2. If the New Contract Owner is a living person who is not your spouse (or Annuitant's spouse in the case of a grantor trust-owned Contract), or there is more than one New Contract Owner, all of whom are living persons, each New Contract Owner must choose from among the death settlement Options A, B, C, or E described below. If a New Contract Owner does not choose one of these Options, then Option C will apply for that New Contract Owner.

Category 3. If there are one or more New Contract Owner(s) and at least one of the New Contract Owners is a non-living person such as a corporation or a trust, all New Contract Owners are considered to be non-living persons for purposes of the death settlement options. Each New Contract Owner must choose death settlement Option A or C described below. If a New Contract Owner does not choose one of these Options, then Option C will apply for that New Contract Owner.

The death settlement options we currently offer are:

Option A. The New Contract Owner may elect to receive the Death Proceeds in a lump sum.

Option B. The New Contract Owner may elect to apply the Death Proceeds to one of the Income Plans described above. Such income payments must begin within one year of the date of death and must be payable:

.. Over the life of the New Contract Owner; or

.. For a guaranteed payment period of at least 5 years (60 months), but not to exceed the life expectancy of the New Contract Owner; or

.. Over the life of the New Contract Owner with a guaranteed payment period of at least 5 years (60 months), but not to exceed the life expectancy of the New Contract Owner.

Option C. The New Contract Owner may elect to receive the Contract Value payable within 5 years of the date of death. The Contract Value, as of the date we receive the first Complete Request for Settlement, will be reset to equal the Death Proceeds as of that date. Any excess amount of the Death Proceeds over the Contract Value on that date will be allocated to the Putnam VT Money Market - Class IB Sub-Account unless the New Contract Owner provides other allocation instructions.

The New Contract Owner may not make any additional purchase payments under this option. Withdrawal charges will be waived for any withdrawals made during the 5-year period after the date of death; however, amounts withdrawn may be subject to Market Value Adjustments. The New Contract Owner may exercise all rights set forth in the Transfers provision.

If the New Contract Owner dies before the Contract Value is completely withdrawn, the New Contract Owner's Beneficiary(ies) will receive the greater of the remaining Settlement Value or the remaining Contract Value within 5 years of the date of the original Contract Owner's death.

Option D. The New Contract Owner may elect to continue the Contract in the Accumulation Phase. If the Contract Owner was also the Annuitant, then the New Contract Owner will be the new Annuitant. This Option may only be exercised once per Contract. The Contract Value, as of the date we receive the first Complete Request for Settlement, will be reset to equal the Death Proceeds as of that date.

Unless otherwise instructed by the continuing spouse, the excess, if any, of the Death Proceeds over the Contract Value will be allocated to the Sub-Accounts of the Variable Account. This excess will be allocated in

proportion to your Contract Value in those Sub-Accounts as of the end of the Valuation Date that we receive the complete request for settlement except that any portion of this excess attributable to the Fixed Account Options will be allocated to the Putnam VT Money Market - Class IB Sub-Account.

Within 30 days after the date we determine the Death Proceeds, the New Contract Owner may make a

one-time transfer of all or a portion of the excess of the Death Proceeds, if any, into any combination of Variable Sub-Accounts, the Standard Fixed Account and the Market Value Adjusted Fixed Account without incurring a transfer fee, provided the investment alternative is available with the Contract at that time. Any such transfer does not count as one of the free transfers allowed each Contract Year and is subject to any minimum allocation amount specified in this Contract.

The New Contract Owner may make a single withdrawal of any amount within one year of the date of your death without incurring a Withdrawal Charge; however, the amount withdrawn may be subject to a Market Value Adjustment and a 10% tax penalty if the New Contract Owner is under age 59 1/2.

Option E. For Nonqualified Contracts, the New Contract Owner may elect to make withdrawals at least annually of amounts equal to the "Annual Required Distribution" calculated for each calendar year. The first such withdrawal must occur within:

- .. One year of the date of death;
- .. The same calendar year as the date we receive the first Complete Request for Settlement; and
- .. One withdrawal frequency.

The New Contract Owner must select the withdrawal frequency (monthly, quarterly, semi-annual, or annual). Once this option is elected and frequency of withdrawals is chosen, they cannot be changed by the New Contract Owner and become irrevocable.

In the calendar year in which the Death Proceeds are determined, the Annual Required Distribution is equal to the Contract Value on the date of the first distribution divided by the "Life Expectancy" of the New Contract Owner and the result multiplied by a fraction that represents the portion of the calendar year remaining after the date of the first distribution. (The Contract Value, as of the date we receive the Complete Request for Settlement, will be reset to equal the Death Proceeds as of that date. The Contract Value on the date of the first distribution may be more or less than the Contract Value as of the date we receive the Complete Request for Settlement.) The Life Expectancy in that calendar year is equal to the life expectancy value from IRS Tables based on the age of the New Contract Owner as of his or her birthday in the same calendar year.

In any subsequent calendar year, the Annual Required Distribution is equal to the Contract Value as of December 31 of the prior year divided by the remaining Life Expectancy of the New Contract Owner. In each calendar year after the calendar year in which the first distribution occurred, the Life Expectancy of the New Contract Owner is the Life Expectancy calculated in the previous calendar year minus one (1) year. If the Life Expectancy is less than one (1), the Annual Required Distribution is equal to the Contract Value.

If the New Contract Owner dies before the Contract Value is completely withdrawn, the scheduled withdrawals will continue to be paid to the New Contract Owner's Beneficiary(ies). The Contract Value invested in the Variable Sub-Accounts will be subject to investment risk until it is withdrawn.

We reserve the right to offer additional death settlement options.

#### Death of Annuitant

If the Annuitant dies prior to the Payout Start Date, then the surviving Contract Owners will have the Options available to the New Contract Owner, determined by the applicable following category in which the New Contract Owner is defined, unless:

- .. The Annuitant was also the Contract Owner, in which case the Death of Owner provisions above apply; or
- .. The Contract Owner is a grantor trust not established by a business, in which case the Beneficiary(ies) will be deemed the New Contract Owners and the Death of Contract Owner provisions above will apply.

#### Surviving Contract Owner Categories

Category 1. If the Contract Owner is a living person, prior to the Annuitant's death, the Contract Owner must choose from among the death settlement Options A, B, or D described below. If the Contract Owner does not choose one of these Options, then Option D will apply.

Category 2. If the Contract Owner is a non-living person such as a corporation or a trust, the Contract Owner must choose from death settlement Options A or C described below. If the Contract Owner does not choose one of these Options, then Option C will apply.

The death settlement options we currently offer are:

Option A. The Contract Owner may elect to receive the Death Proceeds in a lump sum.

Option B. The Contract Owner may elect to apply the Death Proceeds to one of the Income Plans described above. Such income payments must begin within one year of the date of death.

Option C. The Contract Owner may elect to receive the Contract Value payable

within 5 years of the date of death. The Contract Value, as of the date we receive the first Complete Request for Settlement, will be reset to equal the Death Proceeds as of that date. Any excess amount of the Death Proceeds over the Contract Value on that date will be allocated to the Putnam VT Money Market - - Class IB Sub-Account unless the Contract Owner provides other allocation instructions.

The Contract Owner may not make any additional purchase payments under this option. Withdrawal charges will be waived for any withdrawals made during

the 5-year period after the date of death; however, amounts withdrawn may be subject to Market Value Adjustments. The Contract Owner may exercise all rights set forth in the Transfers provision.

Option D. The Contract Owner may elect to continue the Contract and the youngest Contract Owner will become the new Annuitant. The Contract Value of the continued Contract will not be adjusted to equal the Death Proceeds.

We reserve the right to offer additional death settlement options.

#### Qualified Contracts

The death settlement options for Qualified Contracts, including IRAs, may be different to conform with the individual tax requirements of each type of Qualified Contract. Please refer to your Endorsement for IRAs or 403(b) plans, if applicable, for additional information on your death settlement options. In the case of certain Qualified Plans, the terms of the Qualified Plan Endorsement and the plans may govern the right to benefits, regardless of the terms of the Contract.

#### Spousal Protection Benefit (Co-Annuitant) Option and Death of Co-Annuitant

We offer a Spousal Protection Benefit (Co-Annuitant) Option that may be added to your Contract subject to the following conditions:

- .. The individually owned Contract must be either a traditional, Roth, or Simplified Employee Pension IRA.
- .. The Contract Owner's spouse must be the sole Primary Beneficiary of the Contract and will be the named Co-Annuitant.
- .. The Contract Owner must be age 90 or younger on the Rider Application Date; and the Co-Annuitant must be age 79 or younger on the Rider Application Date.
- .. On or after May 1, 2005, the Option may be added only when we issue the Contract or within 6 months of the Contract Owner's marriage. You may not add the Option to your Contract without our prior approval if your Contract Value is greater than \$1,000,000 at the time you choose to add the Option. We may require proof of marriage in a form satisfactory to us.

Under the Spousal Protection Benefit Option, the Co-Annuitant will be considered to be an Annuitant under the Contract during the Accumulation Phase except that the "Death of Annuitant" provision does not apply on the death of the Co-Annuitant, and the latest Payout Start Date will be based solely on the Contract Owner's age.

You may change the Co-Annuitant to a new spouse only if you provide proof of remarriage in a form satisfactory to us. Once we accept a change, the change will take effect on the date you signed the request. Each change is subject to any payment we make or other action we take before we accept it. At any time, there may be only one Co-Annuitant under your Contract.

There is an annual Rider Fee of 0.10% of the Contract Value for new Options added on or after January 1, 2005. For Options added prior to this date, there is no charge for this Option. We reserve the right to assess an annual Rider Fee not to exceed 0.15% for Options added in the future. Once this Option is added to your Contract, we guarantee that we will not increase what we charge you for this Option. For Contracts purchased on or after January 1, 2005, we may discontinue offering the Spousal Protection Benefit (Co-Annuitant) Option at any time prior to the time you elect to receive it.

The option will terminate upon the date termination is accepted by us or will terminate on the earliest of the following occurrences:

- .. upon the death of the Co-Annuitant (as of the date we determine the Death Proceeds);
- .. upon the death of the Contract Owner (as of the date we determine the Death Proceeds);
- .. on the date the Contract is terminated;
- .. on the Payout Start Date; or
- .. on the date you change the beneficiary of the Contract and the change is accepted by us;
- .. for options added on or after January 1, 2005, the Owner may terminate the option upon the divorce of the Owner and the Co-Annuitant by providing written notice and proof of divorce in a form satisfactory to us;
- .. for options added prior to January 1, 2005, the Owner may terminate this option at anytime by written notice in a form satisfactory to us.

Once terminated, a new Spousal Protection Benefit (Co-Annuitant) Option cannot be added to the Contract unless the last Option attached to the Contract was terminated due to divorce or a change of beneficiary.

Death of Co-Annuitant. If the Co-Annuitant dies prior to the Payout Start Date, subject to the following conditions, the Contract will be continued according to Option D under the "Death of Owner" provision of your Contract:

- .. The Co-Annuitant must have been your legal spouse on the date of his or her

death; and

.. Option D of the "Death of Owner" provision of your Contract has not previously been exercised.

The Contract may only be continued once under Option D under the "Death of Owner" provision. For a description of Option D, see the "Death of Owner" section of this prospectus.

Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts and Death of Co-Annuitant

We offer a Spousal Protection Benefit (Co-Annuitant) Option for certain Custodial Individual Retirement Accounts established under Code Section 408(a) that may be added to your Contract. CSP may not be available in all states. CSP is subject to the following conditions ("CSP Conditions"):

- .. The beneficially owned Contract must be a Custodial traditional IRA, Custodial Roth IRA, or a Custodial Simplified Employee Pension IRA.
- .. The Annuitant must be the beneficial owner of the Custodial traditional IRA, Custodial Roth IRA, or Custodial Simplified Employee Pension IRA.
- .. The Co-Annuitant must be the legal spouse of the Annuitant. Only one Co-Annuitant may be named.
- .. The Co-Annuitant must be the sole beneficiary of the Custodial traditional IRA, Custodial Roth IRA, or the Custodial Simplified Employee Pension IRA.
- .. The Annuitant must be age 90 or younger on the CSP Application Date.
- .. The Co-Annuitant must be age 79 or younger on the CSP Application Date.
- .. On or after May 1, 2005, the CSP may be added only when we issue the Contract or within 6 months of the beneficial owner's marriage. You may not add the CSP to your Contract without our prior approval if your Contract Value is greater than \$1,000,000 at the time you choose to add the CSP. We may require proof of marriage in a form satisfactory to us.
- .. We have made no payments under any Income Plan.
- .. There is an annual Rider Fee of 0.10% of the Contract Value for new Options added on or after January 1, 2005. For Options added prior to this date, there is no charge for this Option. We reserve the right to increase the annual Rider Fee to up to 0.15% of the Contract Value.

Under CSP, the Co-Annuitant will be considered to be an Annuitant under the Contract during the Accumulation Phase except that:

- .. The Co-Annuitant will not be considered to be an Annuitant for purposes of determining the Payout Start Date.
- .. The "Death of Annuitant" provision of the Contract does not apply on the death of the Co-Annuitant.
- .. The Co-Annuitant is not considered the beneficial owner of the Custodial traditional IRA, Custodial Roth IRA, or the Custodial Simplified Employee Pension IRA.

You may change the Co-Annuitant to a new spouse only if you provide proof of remarriage in a form satisfactory to us. Once we accept a change, the change will take effect on the date you signed the request. Each change is subject to any payment we make or other action we take before we accept it. At any time, there may only be one Co-Annuitant under your Contract.

For Spousal Protection Benefit (Co-Annuitant) Options for Custodial Individual Retirement Accounts added on or after January 1, 2005, there is an annual Rider Fee of 0.10% of the Contract Value for this Option. For Options added prior to this date, there is no charge for this Option. We reserve the right to assess an annual Rider Fee not to exceed 0.15% for Options added in the future. Once this Option is added to your Contract, we guarantee that we will not increase what we charge you for this Option. For Contracts issued on or after January 1, 2005, we may discontinue offering the Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts at any time to new Contract Owners and to existing Contract Owners who did not elect the Option prior to the date of discontinuance.

The Owner may terminate CSP upon the divorce of the Annuitant and the Co-Annuitant by providing written notice and proof of divorce in a form satisfactory to us. The Owner may also terminate CSP upon a change in the beneficiary of the IRA by providing written notice and proof of the change in a form satisfactory to us. CSP will terminate upon the date termination is accepted by us or on the earliest of the following occurrences:

- .. On the date CSP is terminated as described above; or
- .. Upon the death of the Annuitant; or
- .. Upon the death of the Co-Annuitant; or
- .. On the date the Contract is terminated; or
- .. On the Payout Start Date.

Once terminated, a new CSP cannot be added to the Contract unless the last option attached to the Contract was terminated due to divorce or change of beneficiary of the IRA.

Death of Co-Annuitant. This section applies if:

- .. The CSP Conditions are met.
- .. The Annuitant was, at the time of the Co-Annuitant's death, the



beneficial owner of the Custodial traditional IRA, Custodial Roth IRA, or Custodial Simplified Employee Pension IRA.

- . We have received proof satisfactory to us that the Co-Annuitant has died.
- . The Co-Annuitant was, at the time of the Co-Annuitant's death, the sole beneficiary of the Custodial traditional IRA, Custodial Roth

IRA, or Custodial Simplified Employee Pension IRA, and

. the Co-Annuitant was, at the time of the Co-Annuitant's death, the legal spouse of the Annuitant.

If this section applies and if the Co-Annuitant dies prior to the Payout Start Date, then, subject to the following conditions, the Contract may be continued according to Option D under the "Death of Owner" provisions under the same terms and conditions that would apply if the Co-Annuitant were the Owner of the Contract before death and the sole new Owner of the Contract were the Annuitant provided that:

- .. The Co-Annuitant was the legal spouse of the Annuitant on the date of Annuitant's death.
- .. The Owner does not thereafter name a new Co-Annuitant; and
- .. The Owner of the Custodial traditional IRA, Custodial Roth IRA, or Custodial Simplified Employee Pension IRA remains the Custodian; and
- .. The Contract may only be continued once.

More Information

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#### ALLSTATE

Allstate Life is the issuer of the Contract. Allstate Life was organized in 1957 as a stock life insurance company under the laws of the State of Illinois.

Allstate Life is a wholly owned subsidiary of Allstate Insurance Company, a stock property-liability insurance company organized under the laws of the State of Illinois. All of the capital stock issued and outstanding of Allstate Insurance Company is owned by The Allstate Corporation.

Allstate Life is licensed to operate in the District of Columbia, Puerto Rico, and all jurisdictions except the State of New York. We intend to offer the Contract in those jurisdictions in which we are licensed. Our home office is located at 3100 Sanders Road, Northbrook, Illinois, 60062.

Effective June 1, 2006, Allstate Life entered into an agreement ("the Agreement") with Prudential Financial, Inc. and its subsidiary, The Prudential Insurance Company of America ("PICA") pursuant to which Allstate Life sold, through a combination of coinsurance and modified coinsurance reinsurance, substantially all of its variable annuity business. Pursuant to the Agreement Allstate Life and PICA also entered into an administrative services agreement which provides that PICA or an affiliate administer the Variable Account and the Contracts. The benefits and provisions of the Contracts have not been changed by these transactions and agreements. None of the transactions or agreements have changed the fact that we are primarily liable to you under your Contract.

#### VARIABLE ACCOUNT

Allstate Life established the Allstate Financial Advisors Separate Account I ("Variable Account") in 1999. The Contracts were previously issued through Allstate Life Insurance Company Separate Account A. Effective May 1, 2004, the Variable Account combined with Allstate Life Insurance Company Separate Account A and consolidated duplicative Variable Sub-Accounts that invest in the same Portfolio (the "Consolidation"). The Accumulation Unit Values for the Variable Sub-Accounts in which you invest did not change as a result of the Consolidation, and your Contract Value immediately after the Consolidation was the same as the value immediately before the Consolidation. We have registered the Variable Account with the SEC as a unit investment trust. The SEC does not supervise the management of the Variable Account or Allstate Life.

We own the assets of the Variable Account. The Variable Account is a segregated asset account under Illinois law. That means we account for the Variable Account's income, gains and losses separately from the results of our other operations. It also means that only the assets of the Variable Account that are in excess of the reserves and other Contract liabilities with respect to the Variable Account are subject to liabilities relating to our other operations. Our obligations arising under the Contracts are general corporate obligations of Allstate Life.

The Variable Account consists of multiple Variable Sub-Accounts, each of which invests in a corresponding Portfolio. We may add new Variable Sub-Accounts or eliminate one or more of them, if we believe marketing, tax, or investment conditions so warrant. We do not guarantee the investment performance of the Variable Account, its Sub-Accounts or the Portfolios. We may use the Variable Account to fund our other annuity contracts. We will account separately for each type of annuity contract funded by the Variable Account.

#### THE PORTFOLIOS

Dividends and Capital Gain Distributions. We automatically reinvest all dividends and capital gains distributions from the Portfolios in shares of the distributing Portfolios at their net asset value.

Voting Privileges. As a general matter, you do not have a direct right to vote the shares of the Portfolios held by the Variable Sub-Accounts to which you have allocated your Contract Value. Under current law, however, you are entitled to give us instructions on how to vote those shares on certain matters. Based on our present view of the law, we will vote the shares of the Portfolios that we hold directly or indirectly through the Variable Account in accordance with instructions that we



receive from Contract Owners entitled to give such instructions.

As a general rule, before the Payout Start Date, the Contract Owner or anyone with a voting interest is the person entitled to give voting instructions. The number of shares that a person has a right to instruct will be determined by dividing the Contract Value allocated to the applicable Variable Sub-Account by the net asset value per share of the corresponding Portfolio as of the record date of the meeting. After the Payout Start Date the person receiving income payments has the voting interest. The payee's number of votes will be determined by dividing the reserve for such Contract allocated to the applicable Sub-Account by the net asset value per share of the corresponding Portfolio. The votes decrease as income payments are made and as the reserves for the Contract decrease.

We will vote shares attributable to Contracts for which we have not received instructions, as well as shares attributable to us, in the same proportion as we vote shares for which we have received instructions, unless we determine that we may vote such shares in our own discretion. We will apply voting instructions to abstain on any item to be voted upon on a pro-rata basis to reduce the votes eligible to be cast.

We reserve the right to vote Portfolio shares as we see fit without regard to voting instructions to the extent permitted by law. If we disregard voting instructions, we will include a summary of that action and our reasons for that action in the next semi-annual financial report we send to you.

Changes in Portfolios. If the shares of any of the Portfolios are no longer available for investment by the Variable Account or if, in our judgment, further investment in such shares is no longer desirable in view of the purposes of the Contract, we may eliminate that Portfolio and substitute shares of another eligible investment fund. Any substitution of securities will comply with the requirements of the Investment Company Act of 1940. We also may add new Variable Sub-Accounts that invest in additional underlying funds. We will notify you in advance of any change.

Conflicts of Interest. Certain of the Portfolios sell their shares to separate accounts underlying both variable life insurance and variable annuity contracts. It is conceivable that in the future it may be unfavorable for variable life insurance separate accounts and variable annuity separate accounts to invest in the same Portfolio. The board of directors/trustees of these Portfolios monitors for possible conflicts among separate accounts buying shares of the Portfolios. Conflicts could develop for a variety of reasons. For example, differences in treatment under tax and other laws or the failure by a separate account to comply with such laws could cause a conflict. To eliminate a conflict, the Portfolio's board of directors/trustees may require a separate account to withdraw its participation in a Portfolio. A Portfolio's net asset value could decrease if it had to sell investment securities to pay redemption proceeds to a separate account withdrawing because of a conflict.

#### THE CONTRACT

Distribution. Allstate Distributors, L.L.C., located at 3100 Sanders Road, Northbrook, IL 60062, is the principal underwriter and distributor of the Contract. Allstate Distributors is a wholly owned subsidiary of Allstate Life. Allstate Distributors is registered as a broker-dealer under the Securities Exchange Act of 1934, as amended, and is a member of the Financial Industry Regulatory Authority ("FINRA").

Allstate Distributors does not sell Contracts directly to purchasers. Allstate Distributors enters into selling agreements with affiliated and unaffiliated broker-dealers and banks to sell the Contracts through their registered representatives. The broker-dealers are registered with the SEC and are FINRA member firms. Their registered representatives are also licensed as insurance agents by applicable state insurance authorities and appointed as agents of Allstate Life in order to sell the Contracts. Contracts also may be sold by representatives or employees of banks that may be acting as broker-dealers without separate registration under the Exchange Act, pursuant to legal and regulatory exceptions.

We will pay commissions to broker-dealers and banks which sell the Contracts. Commissions paid vary, but we may pay up to a maximum sales commission of 7.5% of total purchase payments. In addition, we may pay ongoing annual compensation of up to 1.25% of Contract Value. Individual representatives receive a portion of compensation paid to the broker-dealer or bank with which they are associated in accordance with the broker dealer's or bank's practices. We estimate that commissions and annual compensation, when combined, will not exceed 8.5% of total purchase payments. However, commissions and annual compensation could exceed that amount because ongoing annual compensation is related to Contract Value and the number of years the Contract is held.

From time to time, we pay asset-based compensation and/or marketing allowances to banks and broker-dealers. These payments vary among individual banks and broker dealers, and the asset-based payments may be up to 0.25% of Contract Value annually. These payments are intended to contribute to the promotion and marketing of the Contracts, and they vary among banks and broker-dealers. The marketing and distribution support services include but are not limited to: (1) placement of the Contracts on a list of preferred or recommended products in the bank's or broker-dealer's distribution system; (2) sales promotions with regard to the Contracts; (3) participation in sales conferences; and (4) helping to defray the costs of sales conferences and educational seminars for the bank or broker-dealer's registered representatives. A list of broker-dealers and banks that Allstate Distributors paid

pursuant to such arrangements is provided in the Statement of Additional Information, which is available upon request. For a free copy, please write or call us at the address or telephone number listed on the front page of this prospectus, or go to the SEC's Web site (<http://www.sec.gov>).

To the extent permitted by FINRA rules and other applicable laws and regulations, we may pay or allow other promotional incentives or payments in the form of cash or non-cash compensation. We may not offer the arrangements to all broker-dealers and banks and the terms of the arrangement may differ among broker-dealers and banks.

Individual registered representatives, broker-dealers, banks, and branch managers within some broker-dealers and banks participating in one of these compensation arrangements may receive greater compensation for selling the contract than for selling a different contract that is not eligible for the compensation arrangement. While we take the compensation into account when establishing contract charges, any such compensation will be paid by us or Allstate Distributors and will not result in any additional charge to you. Your registered representative can provide you with more information about the compensation arrangements that apply to the sale of the contract.

Allstate Life does not pay Allstate Distributors a commission for distribution of the Contracts. Allstate Distributors compensates its representatives who act as wholesalers, and their sales management personnel, for Contract sales. This compensation is based on a percentage of premium payments and/or a percentage of Contract Values. The underwriting agreement with Allstate Distributors provides that we will reimburse Allstate Distributors for expenses incurred in distributing the Contracts, including any liability to Contract Owners arising out of services rendered or Contracts issued.

For Allstate Advisor Contracts issued to employees of Allstate Life and certain other eligible organizations, and in lieu of Allstate Life paying any commissions on sales of those Contracts, the Contract Owner will receive a credit of 6% of the amount of each purchase payment that will be applied to each purchase payment. Allstate Life will allocate this credit in the same allocation as your most recent instruction. If you exercise your Right to Cancel your Contract as described in this prospectus, we will return to you the amount you would have received had there been no credit. Unless we are required by law to return your purchase payments, this amount also will include any charges deducted that reduced your Contract Value prior to cancellation, plus any investment gain on the credit. The credit may not be available in all states. We do not consider the credit to be an "investment in the contract" for income tax purposes.

Administration. We have primary responsibility for all administration of the Contracts and the Variable Account. Pursuant to the Agreement, we entered into an administrative services agreement with PICA whereby, PICA or an affiliate provides administrative services to the Variable Account and the Contracts on our behalf.

We provide the following administrative services, among others:

- .. issuance of the Contracts;
- .. maintenance of Contract Owner records;
- .. Contract Owner services;
- .. calculation of unit values;
- .. maintenance of the Variable Account; and
- .. preparation of Contract Owner reports.

We will send you Contract statements at least annually. We will also send you transaction confirmations. You should notify us promptly in writing of any address change. You should read your statements and confirmations carefully and verify their accuracy. You should contact us promptly if you have a question about a periodic statement or a confirmation. We will investigate all complaints and make any necessary adjustments retroactively, but you must notify us of a potential error within a reasonable time after the date of the questioned statement. If you wait too long, we will make the adjustment as of the date that we receive notice of the potential error.

We will also provide you with additional periodic and other reports, information and prospectuses as may be required by federal securities laws.

#### ANNUITIES HELD WITHIN A QUALIFIED PLAN

If you use the Contract within an employer sponsored qualified retirement plan, the plan may impose different or additional conditions or limitations on withdrawals, waivers of withdrawal charges, death benefits, Payout Start Dates, income payments, and other Contract features. In addition, adverse tax consequences may result if Qualified Plan limits on distributions and other conditions are not met. Please consult your Qualified Plan administrator for more information. Allstate Life no longer issues deferred annuities to employer sponsored qualified retirement plans.

#### LEGAL MATTERS

All matters of Illinois law pertaining to the Contracts, including the validity of the Contracts and Allstate Life's right to issue such Contracts under Illinois insurance law, have been passed upon by Susan L. Lees, General Counsel of Allstate Life.



The following discussion is general and is not intended as tax advice. Allstate Life makes no guarantee regarding the tax treatment of any Contract or transaction involving a Contract.

Federal, state, local and other tax consequences of ownership or receipt of distributions under an annuity contract depend on your individual circumstances. If you are concerned about any tax consequences with regard to your individual circumstances, you should consult a competent tax adviser.

#### TAXATION OF ALLSTATE LIFE INSURANCE COMPANY

Allstate Life is taxed as a life insurance company under Part I of Subchapter L of the Code. Since the Variable Account is not an entity separate from Allstate Life, and its operations form a part of Allstate Life, it will not be taxed separately. Investment income and realized capital gains of the Variable Account are automatically applied to increase reserves under the Contract. Under existing federal income tax law, Allstate Life believes that the Variable Account investment income and capital gains will not be taxed to the extent that such income and gains are applied to increase the reserves under the Contract. Accordingly, Allstate Life does not anticipate that it will incur any federal income tax liability attributable to the Variable Account, and therefore Allstate Life does not intend to make provisions for any such taxes. If Allstate Life is taxed on investment income or capital gains of the Variable Account, then Allstate Life may impose a charge against the Variable Account in order to make provision for such taxes.

#### TAXATION OF VARIABLE ANNUITIES IN GENERAL

**Tax Deferral.** Generally, you are not taxed on increases in the Contract Value until a distribution occurs. This rule applies only where:

- .. the Contract Owner is a natural person,
- .. the investments of the Variable Account are "adequately diversified" according to Treasury Department regulations, and
- .. Allstate Life is considered the owner of the Variable Account assets for federal income tax purposes.

**Non-Natural Owners.** Non-natural owners are also referred to as Non Living Owners in this prospectus. As a general rule, annuity contracts owned by non-natural persons such as corporations, trusts, or other entities are not treated as annuity contracts for federal income tax purposes. The income on such contracts does not enjoy tax deferral and is taxed as ordinary income received or accrued by the non-natural owner during the taxable year.

**Exceptions to the Non-Natural Owner Rule.** There are several exceptions to the general rule that annuity contracts held by a non-natural owner are not treated as annuity contracts for federal income tax purposes. Contracts will generally be treated as held by a natural person if the nominal owner is a trust or other entity which holds the contract as agent for a natural person. However, this special exception will not apply in the case of an employer who is the nominal owner of an annuity contract under a non-Qualified deferred compensation arrangement for its employees. Other exceptions to the non-natural owner rule are: (1) contracts acquired by an estate of a decedent by reason of the death of the decedent; (2) certain qualified contracts; (3) contracts purchased by employers upon the termination of certain Qualified Plans; (4) certain contracts used in connection with structured settlement agreements; and (5) immediate annuity contracts, purchased with a single premium, when the annuity starting date is no later than a year from purchase of the annuity and substantially equal periodic payments are made, not less frequently than annually, during the annuity period.

**Grantor Trust Owned Annuity.** Contracts owned by a grantor trust are considered owned by a non-natural owner. Grantor trust owned contracts receive tax deferral as described in the Exceptions to the Non-Natural Owner Rule section. In accordance with the Code, upon the death of the annuitant, the death benefit must be paid. According to your Contract, the Death Benefit is paid to the beneficiary. A trust named beneficiary, including a grantor trust, has two options for receiving any death benefits: 1) a lump sum payment, or 2) payment deferred up to five years from date of death.

**Diversification Requirements.** For a Contract to be treated as an annuity for federal income tax purposes, the investments in the Variable Account must be "adequately diversified" consistent with standards under Treasury Department regulations. If the investments in the Variable Account are not adequately diversified, the Contract will not be treated as an annuity contract for federal income tax purposes. As a result, the income on the Contract will be taxed as ordinary income received or accrued by the Contract owner during the taxable year. Although Allstate Life does not have control over the Portfolios or their investments, we expect the Portfolios to meet the diversification requirements.

**Ownership Treatment.** The IRS has stated that a contract owner will be considered the owner of separate account assets if he possesses incidents of ownership in those assets, such as the ability to exercise investment control over the assets. At the time the diversification regulations were issued, the Treasury Department announced that the regulations do not provide guidance concerning circumstances in which investor control of the separate account investments may cause a Contract owner to be treated as the owner of the separate account. The Treasury Department also stated that future





guidance would be issued regarding the extent that owners could direct sub-account investments without being treated as owners of the underlying assets of the separate account.

Your rights under the Contract are different than those described by the IRS in private and published rulings in which it found that Contract owners were not owners of separate account assets. For example, if your contract offers more than twenty (20) investment alternatives you have the choice to allocate premiums and contract values among a broader selection of investment alternatives than described in such rulings. You may be able to transfer among investment alternatives more frequently than in such rulings. These differences could result in you being treated as the owner of the Variable Account. If this occurs, income and gain from the Variable Account assets would be includible in your gross income. Allstate Life does not know what standards will be set forth in any regulations or rulings which the Treasury Department may issue. It is possible that future standards announced by the Treasury Department could adversely affect the tax treatment of your Contract. We reserve the right to modify the Contract as necessary to attempt to prevent you from being considered the federal tax owner of the assets of the Variable Account. However, we make no guarantee that such modification to the Contract will be successful.

**Taxation of Partial and Full Withdrawals.** If you make a partial withdrawal under a Non-Qualified Contract, amounts received are taxable to the extent the Contract Value, without regard to surrender charges, exceeds the investment in the Contract. The investment in the Contract is the gross premium paid for the contract minus any amounts previously received from the Contract if such amounts were properly excluded from your gross income. If you make a full withdrawal under a Non-Qualified Contract, the amount received will be taxable only to the extent it exceeds the investment in the Contract.

**Taxation of Annuity Payments.** Generally, the rule for income taxation of annuity payments received from a Non-Qualified Contract provides for the return of your investment in the Contract in equal tax-free amounts over the payment period. The balance of each payment received is taxable. For fixed annuity payments, the amount excluded from income is determined by multiplying the payment by the ratio of the investment in the Contract (adjusted for any refund feature or period certain) to the total expected value of annuity payments for the term of the Contract. If you elect variable annuity payments, the amount excluded from taxable income is determined by dividing the investment in the Contract by the total number of expected payments. The annuity payments will be fully taxable after the total amount of the investment in the Contract is excluded using these ratios. If any variable payment is less than the excludable amount you should contact a competent tax advisor to determine how to report any unrecovered investment. The federal tax treatment of annuity payments is unclear in some respects. As a result, if the IRS should provide further guidance, it is possible that the amount we calculate and report to the IRS as taxable could be different. If you die, and annuity payments cease before the total amount of the investment in the Contract is recovered, the unrecovered amount will be allowed as a deduction for your last taxable year.

**Taxation of Level Monthly Variable Annuity Payments.** You may have an option to elect a variable income payment stream consisting of level monthly payments that are recalculated annually. Although we will report your levelized payments to the IRS in the year distributed, it is possible the IRS could determine that receipt of the first monthly payout of each annual amount is constructive receipt of the entire annual amount. If the IRS were to take this position, the taxable amount of your levelized payments would be accelerated to the time of the first monthly payout and reported in the tax year in which the first monthly payout is received.

**Withdrawals After the Payout Start Date.** Federal tax law is unclear regarding the taxation of any additional withdrawal received after the Payout Start Date. It is possible that a greater or lesser portion of such a payment could be taxable than the amount we determine.

**Distribution at Death Rules.** In order to be considered an annuity contract for federal income tax purposes, the Contract must provide:

- .. if any Contract Owner dies on or after the Payout Start Date but before the entire interest in the Contract has been distributed, the remaining portion of such interest must be distributed at least as rapidly as under the method of distribution being used as of the date of the Contract Owner's death;
- .. if any Contract Owner dies prior to the Payout Start Date, the entire interest in the Contract will be distributed within 5 years after the date of the Contract Owner's death. These requirements are satisfied if any portion of the Contract Owner's interest that is payable to (or for the benefit of) a designated Beneficiary is distributed over the life of such Beneficiary (or over a period not extending beyond the life expectancy of the Beneficiary) and the distributions begin within 1 year of the Contract Owner's death. If the Contract Owner's designated Beneficiary is the surviving spouse of the Contract Owner, the Contract may be continued with the surviving spouse as the new Contract Owner;
- .. if the Contract Owner is a non-natural person, then the Annuitant will be treated as the Contract Owner for purposes of applying the distribution at death rules. In addition, a change in the Annuitant on a Contract owned by a non-natural person will be treated as the death of the Contract Owner.

We administer certain spousal rights under the Contract and related tax reporting in accordance with our understanding of the Defense of Marriage Act (which



defines a "marriage" as a legal union between a man and a woman and a "spouse" as a person of the opposite sex). Depending on the state in which your Contract is issued, we may offer certain spousal benefits to civil union couples or same-sex marriage spouses. You should be aware, however, that federal tax law does not recognize civil unions or same-sex marriages. Therefore, we cannot permit a civil union partner or same-sex spouse to continue the Contract upon the death of the first partner under the Contract's "spousal continuance" provision. Civil union couples and same-sex marriage spouses should consider that limitation before selecting a spousal benefit under the Contract.

**Taxation of Annuity Death Benefits.** Death Benefit amounts are included in income as follows:

- .. if distributed in a lump sum, the amounts are taxed in the same manner as a total withdrawal, or
- .. if distributed under an Income Plan, the amounts are taxed in the same manner as annuity payments.

**Penalty Tax on Premature Distributions.** A 10% penalty tax applies to the taxable amount of any premature distribution from a non-Qualified Contract. The penalty tax generally applies to any distribution made prior to the date you attain age 59 1/2. However, no penalty tax is incurred on distributions:

- .. made on or after the date the Contract Owner attains age 59 1/2,
- .. made as a result of the Contract Owner's death or becoming totally disabled,
- .. made in substantially equal periodic payments over the Contract Owner's life or life expectancy, or over the joint lives or joint life expectancies of the Contract Owner and the Beneficiary,
- .. made under an immediate annuity, or
- .. attributable to investment in the Contract before August 14, 1982.

You should consult a competent tax advisor to determine how these exceptions may apply to your situation.

**Substantially Equal Periodic Payments.** With respect to non-Qualified Contracts using substantially equal periodic payments or immediate annuity payments as an exception to the penalty tax on premature distributions, any additional withdrawal or other material modification of the payment stream would violate the requirement that payments must be substantially equal. Failure to meet this requirement would mean that the income portion of each payment received prior to the later of 5 years or the Contract Owner's attaining age 59 1/2 would be subject to a 10% penalty tax unless another exception to the penalty tax applied. The tax for the year of the modification is increased by the penalty tax that would have been imposed without the exception, plus interest for the years in which the exception was used. A material modification does not include permitted changes described in published IRS rulings. You should consult a competent tax advisor prior to creating or modifying a substantially equal periodic payment stream.

**Tax Free Exchanges under Internal Revenue Code Section 1035.** A 1035 exchange is a tax-free exchange of a non-Qualified life insurance contract, endowment contract or annuity contract into a non-Qualified annuity contract. The contract owner(s) must be the same on the old and new contract. Basis from the old contract carries over to the new contract so long as we receive that information from the relinquishing company. If basis information is never received, we will assume that all exchanged funds represent earnings and will allocate no cost basis to them.

**Partial Exchanges.** The IRS has issued rulings that permit partial exchanges of annuity contracts. Effective June 30, 2008, a partial exchange, of a deferred annuity contract for another deferred annuity contract, will qualify for tax-deferral only if no amount is withdrawn or surrendered from either contract for a period of 12 months. The 12 month period begins on the date when exchange proceeds are treated as premiums paid for the recipient contract. Withdrawals from, annuitizations, taxable Owner or Annuitant changes, or surrenders of either contract within the 12 month period will retroactively negate the partial exchange, unless one of the following applies:

- .. the contract owner reaches 59 1/2, becomes totally disabled, dies, obtains a divorce or suffers a loss of employment after the partial exchange was completed and prior to the withdrawal, annuitization, Owner or Annuitant change, or surrender;
- .. if the annuity is owned by an entity, the annuitant dies after the partial exchange was completed and prior to the withdrawal, annuitization, Owner or Annuitant change or surrender;
- .. the withdrawal is allocable to investment in the Contract before August 14, 1982; or,
- .. the annuity is a qualified funding asset within the meaning of Code section 130(d).

If a partial exchange is retroactively negated, the amount originally transferred to the recipient contract is treated as a withdrawal from the source contract, taxable to the extent of any gain in that contract on the date of the exchange. An additional 10% tax penalty may also apply if the Contract Owner is under age 59 1/2. Your Contract may not permit partial exchanges.

Taxation of Ownership Changes. If you transfer a non-Qualified Contract without full and adequate consideration to a person other than your spouse (or to a former spouse incident to a divorce), you will be taxed on the difference between the Contract Value and the investment in the Contract at the time of transfer. Any assignment or pledge (or agreement to assign or pledge) of the Contract Value is taxed as a withdrawal of such amount or portion and may also incur the 10% penalty tax.

Aggregation of Annuity Contracts. The Code requires that all non-Qualified deferred annuity contracts issued by Allstate Life (or its affiliates) to the same Contract Owner during any calendar year be aggregated and treated as one annuity contract for purposes of determining the taxable amount of a distribution.

#### INCOME TAX WITHHOLDING

Generally, Allstate Life is required to withhold federal income tax at a rate of 10% from all non-annuitized distributions. The customer may elect out of withholding by completing and signing a withholding election form. If no election is made or no U.S. taxpayer identification number is provided we will automatically withhold the required 10% of the taxable amount. In certain states, if there is federal withholding, then state withholding is also mandatory.

Allstate Life is required to withhold federal income tax using the wage withholding rates for all annuitized distributions. The customer may elect out of withholding by completing and signing a withholding election form. If no election is made, we will automatically withhold using married with three exemptions as the default. If no U.S. taxpayer identification number is provided, we will automatically withhold using single with zero exemptions as the default. In certain states, if there is federal withholding, then state withholding is also mandatory.

Election out of withholding is valid only if the customer provides a U.S. residence address and taxpayer identification number.

Generally, Code Section 1441 provides that Allstate Life as a withholding agent must withhold 30% of the taxable amounts paid to a non-resident alien. A non-resident alien is someone other than a U.S. citizen or resident alien. We require an original IRS Form W-8BEN at issue to certify the owners' foreign status. Withholding may be reduced or eliminated if covered by an income tax treaty between the U.S. and the non-resident alien's country of residence if the payee provides a U.S. taxpayer identification number on a fully completed Form W-8BEN. A U.S. taxpayer identification number is a social security number or an individual taxpayer identification number ("ITIN"). ITINs are issued by the IRS to non-resident alien individuals who are not eligible to obtain a social security number. The U.S. does not have a tax treaty with all countries nor do all tax treaties provide an exclusion or lower withholding rate for annuities.

#### TAX QUALIFIED CONTRACTS

The income on tax sheltered annuity (TSA) and IRA investments is tax deferred, and the income from annuities held by such plans does not receive any additional tax deferral. You should review the annuity features, including all benefits and expenses, prior to purchasing an annuity as a TSA or IRA. Tax Qualified Contracts are contracts purchased as or in connection with:

- .. Individual Retirement Annuities (IRAs) under Code Section 408(b);
- .. Roth IRAs under Code Section 408A;
- .. Simplified Employee Pension (SEP IRA) under Code Section 408(k);
- .. Savings Incentive Match Plans for Employees (SIMPLE IRA) under Code Section 408(p);
- .. Tax Sheltered Annuities under Code Section 403(b);
- .. Corporate and Self Employed Pension and Profit Sharing Plans under Code Section 401; and
- .. State and Local Government and Tax-Exempt Organization Deferred Compensation Plans under Code Section 457.

Allstate Life reserves the right to limit the availability of the Contract for use with any of the retirement plans listed above or to modify the Contract to conform with tax requirements. If you use the Contract within an employer sponsored qualified retirement plan, the plan may impose different or additional conditions or limitations on withdrawals, waiver of charges, death benefits, Payout Start Dates, income payments, and other Contract features. In addition, adverse tax consequences may result if Qualified Plan limits on distributions and other conditions are not met. Please consult your Qualified Plan administrator for more information. Allstate Life no longer issues deferred annuities to employer sponsored qualified retirement plans.

The tax rules applicable to participants with tax qualified annuities vary according to the type of contract and the terms and conditions of the endorsement. Adverse tax consequences may result from certain transactions such as excess contributions, premature distributions, and distributions that do not conform to specified commencement and minimum distribution rules. Allstate Life can issue an individual retirement annuity on a rollover or transfer of proceeds from a decedent's IRA, TSA, or employer sponsored retirement plan under which the decedent's surviving spouse is the beneficiary. Allstate Life does not offer an individual retirement annuity that can accept a transfer of funds for any other, non-spousal, beneficiary of a decedent's IRA, TSA, or employer sponsored qualified retirement plan.

Please refer to your Endorsement for IRAs or 403(b) plans, if applicable, for additional information on your death settlement options. In the case of certain Qualified Plans, the terms of the Qualified Plan Endorsement and the plans may govern the right to benefits, regardless of the terms of the Contract.

Taxation of Withdrawals from an Individually Owned Tax Qualified Contract. If you make a partial withdrawal under a Tax Qualified Contract other than a Roth IRA, the portion of the payment that bears the same ratio to the total payment that the investment in the Contract (i.e., nondeductible IRA contributions) bears to the Contract Value, is excluded from your income. We do not keep track of nondeductible contributions, and generally all tax reporting of distributions from Tax Qualified Contracts other than Roth IRAs will indicate

that the distribution is fully taxable.

"Qualified distributions" from Roth IRAs are not included in gross income. "Qualified distributions" are any distributions made more than five taxable years after the taxable year of the first contribution to any Roth IRA and which are:

- .. made on or after the date the Contract Owner attains age 59 1/2,
- .. made to a beneficiary after the Contract Owner's death,
- .. attributable to the Contract Owner being disabled, or

.. made for a first time home purchase (first time home purchases are subject to a lifetime limit of \$10,000).

"Nonqualified distributions" from Roth IRAs are treated as made from contributions first and are included in gross income only to the extent that distributions exceed contributions.

**Required Minimum Distributions.** Generally, Tax Qualified Contracts (excluding Roth IRAs) require minimum distributions upon reaching age 70 1/2. Failure to withdraw the required minimum distribution will result in a 50% tax penalty on the shortfall not withdrawn from the Contract. Effective December 31, 2005, the IRS requires annuity contracts to include the actuarial present value of other benefits for purposes of calculating the required minimum distribution amount. These other benefits may include accumulation, income, or death benefits. Not all income plans offered under the Contract satisfy the requirements for minimum distributions. Because these distributions are required under the Code and the method of calculation is complex, please see a competent tax advisor. Note that under the Worker, Retiree and Employer Recovery Act, Required Minimum Distributions are suspended for 2009 and are scheduled to resume in 2010.

**The Death Benefit and Tax Qualified Contracts.** Pursuant to the Code and IRS regulations, an IRA (e.g., traditional IRA, Roth IRA, SEP IRA and SIMPLE IRA) may not invest in life insurance contracts. However, an IRA may provide a death benefit that equals the greater of the purchase payments or the Contract Value. The Contract offers a death benefit that in certain circumstances may exceed the greater of the purchase payments or the Contract Value. We believe that the Death Benefits offered by your Contract do not constitute life insurance under these regulations.

It is also possible that certain death benefits that offer enhanced earnings could be characterized as an incidental death benefit. If the death benefit were so characterized, this could result in current taxable income to a Contract Owner. In addition, there are limitations on the amount of incidental death benefits that may be provided under Qualified Plans, such as in connection with a TSA or employer sponsored qualified retirement plan.

Allstate Life reserves the right to limit the availability of the Contract for use with any of the Qualified Plans listed above.

**Penalty Tax on Premature Distributions from Tax Qualified Contracts.** A 10% penalty tax applies to the taxable amount of any premature distribution from a Tax Qualified Contract. The penalty tax generally applies to any distribution made prior to the date you attain age 59 1/2. However, no penalty tax is incurred on distributions:

- .. made on or after the date the Contract Owner attains age 59 1/2,
- .. made as a result of the Contract Owner's death or total disability,
- .. made in substantially equal periodic payments over the Contract Owner's life or life expectancy, or over the joint lives or joint life expectancies of the Contract Owner and the Beneficiary,
- .. made after separation from service after age 55 (does not apply to IRAs),
- .. made pursuant to an IRS levy,
- .. made for certain medical expenses,
- .. made to pay for health insurance premiums while unemployed (applies only for IRAs),
- .. made for qualified higher education expenses (applies only for IRAs)
- .. made for a first time home purchase (up to a \$10,000 lifetime limit and applies only for IRAs), and
- .. from an IRA or attributable to elective deferrals under a 401(k) plan, 403(b) annuity, or certain similar arrangements made to individuals who (because of their being members of a reserve component) are ordered or called to active duty after Sept. 11, 2001, for a period of more than 179 days or for an indefinite period; and made during the period beginning on the date of the order or call to duty and ending at the close of the active duty period.

During the first 2 years of the individual's participation in a SIMPLE IRA, distributions that are otherwise subject to the premature distribution penalty, will be subject to a 25% penalty tax.

You should consult a competent tax advisor to determine how these exceptions may apply to your situation.

**Substantially Equal Periodic Payments on Tax Qualified Contracts.** With respect to Tax Qualified Contracts using substantially equal periodic payments as an exception to the penalty tax on premature distributions, any additional withdrawal or other material modification of the payment stream would violate the requirement that payments must be substantially equal. Failure to meet this requirement would mean that the income portion of each payment received prior to the later of 5 years or the taxpayer's attaining age 59 1/2 would be subject to a 10% penalty tax unless another exception to the penalty tax applied. The tax for the year of the modification is increased by the penalty tax that would have been imposed without the exception, plus interest for the years in which the exception was used. A material modification does not include permitted changes described in published IRS rulings. You should consult a competent tax

advisor prior to creating or modifying a substantially equal periodic payment stream.

Income Tax Withholding on Tax Qualified Contracts. Generally, Allstate Life is required to withhold federal income tax at a rate of 10% from all non-annuitized distributions that are not considered "eligible rollover distributions." The customer may elect out of withholding by completing and signing a withholding election form. If no election is made or if no U.S. taxpayer identification number is provided, we will



automatically withhold the required 10% from the taxable amount. In certain states, if there is federal withholding, then state withholding is also mandatory. Allstate Life is required to withhold federal income tax at a rate of 20% on all "eligible rollover distributions" unless you elect to make a "direct rollover" of such amounts to an IRA or eligible retirement plan. Eligible rollover distributions generally include all distributions from Tax Qualified Contracts, including TSAs but excluding IRAs, with the exception of:

- .. required minimum distributions, or,
- .. a series of substantially equal periodic payments made over a period of at least 10 years, or,
- .. a series of substantially equal periodic payments made over the life (joint lives) of the participant (and beneficiary), or,
- .. hardship distributions.

Note that under the Worker, Retiree and Employer Recovery Act of 2008, required minimum distributions are suspended for 2009. Such payments are not considered to be eligible rollover distributions, and thus, not subject to 20% withholding. But, these payments can be rolled over to an IRA or other retirement plan within 60 days of receipt by the participant.

For all annuitized distributions that are not subject to the 20% withholding requirement, Allstate Life is required to withhold federal income tax using the wage withholding rates. The customer may elect out of withholding by completing and signing a withholding election form. If no election is made, we will automatically withhold using married with three exemptions as the default. If no U.S. taxpayer identification number is provided, we will automatically withhold using single with zero exemptions as the default. In certain states, if there is federal withholding, then state withholding is also mandatory.

Election out of withholding is valid only if the customer provides a U.S. residence address and taxpayer identification number.

Generally, Code Section 1441 provides that Allstate Life as a withholding agent must withhold 30% of the taxable amounts paid to a non-resident alien. A non-resident alien is someone other than a U.S. citizen or resident alien. We require an original IRS Form W-8BEN at issue to certify the owners' foreign status. Withholding may be reduced or eliminated if covered by an income tax treaty between the U.S. and the non-resident alien's country of residence if the payee provides a U.S. taxpayer identification number on a fully completed Form W-8BEN. A U.S. taxpayer identification number is a social security number or an individual taxpayer identification number ("ITIN"). ITINs are issued by the IRS to non-resident alien individuals who are not eligible to obtain a social security number. The U.S. does not have a tax treaty with all countries nor do all tax treaties provide an exclusion or lower withholding rate for annuities.

Charitable IRA Distributions. The Pension Protection Act of 2006 included a charitable giving incentive permitting tax-free IRA distributions for charitable purposes. The Emergency Economic Stabilization Act of 2008 extended this provision for two years.

For distributions in tax years beginning after 2005 and before 2010, the Act provides an exclusion from gross income, up to \$100,000, for otherwise taxable IRA distributions from a traditional or Roth IRA that are qualified charitable distributions. To constitute a qualified charitable distribution, the distribution must be made (1) directly by the IRA trustee to certain qualified charitable organizations and (2) on or after the date the IRA owner attains age 70 1/2. Distributions that are excluded from income under this provision are not taken into account in determining the individual's deduction, if any, for charitable contributions.

The IRS has indicated that an IRA trustee is not responsible for determining whether a distribution to a charity is one that satisfies the requirements for the new income tax exclusion added by the Pension Protection Act. As a result the general rules for reporting IRA distributions apply.

Individual Retirement Annuities. Code Section 408(b) permits eligible individuals to contribute to an individual retirement program known as an Individual Retirement Annuity (IRA). Individual Retirement Annuities are subject to limitations on the amount that can be contributed and on the time when distributions may commence. Certain distributions from other types of qualified retirement plans may be "rolled over" on a tax-deferred basis into an Individual Retirement Annuity.

Roth Individual Retirement Annuities. Code Section 408A permits eligible individuals to make nondeductible contributions to an individual retirement program known as a Roth Individual Retirement Annuity. Roth Individual Retirement Annuities are subject to limitations on the amount that can be contributed and on the time when distributions may commence.

Subject to certain limitations, a traditional Individual Retirement Account or Annuity may be converted or "rolled over" to a Roth Individual Retirement Annuity. For distributions after 2007, the Pension Protection Act of 2006 allows distributions from qualified retirement plans including tax sheltered annuities and governmental Section 457 plans to be rolled over directly into a Roth IRA, subject to the usual rules that apply to conversions from a traditional IRA into a Roth IRA. The income portion of a conversion or rollover distribution is taxable currently, but is exempted from the 10% penalty tax on premature distributions. An individual with adjusted gross income (AGI) of \$100,000 or more won't be able to rollover amounts from an eligible retirement

plan into a Roth IRA. Please note, however, that the \$100,000 AGI limit will be eliminated for tax years beginning after December 31, 2009. Effective January 1, 2005, the IRS requires conversions of annuity contracts to include the actuarial present value of other benefits for purposes of valuing the taxable amount of the conversion.

Annuities Held By Individual Retirement Accounts (commonly known as Custodial IRAs). Code Section 408 permits a custodian or trustee of an

Individual Retirement Account to purchase an annuity as an investment of the Individual Retirement Account. If an annuity is purchased inside of an Individual Retirement Account, then the Annuitant must be the same person as the beneficial owner of the Individual Retirement Account.

If you have a contract issued as an IRA under Code Section 408(b) and request to change the ownership to an IRA custodian permitted under Section 408, we will treat a request to change ownership from an individual to a custodian as an indirect rollover. We will send a Form 1099R to report the distribution and the custodian should issue a Form 5498 for the contract value contribution.

Generally, the death benefit of an annuity held in an Individual Retirement Account must be paid upon the death of the Annuitant. However, in most states, the Contract permits the custodian or trustee of the Individual Retirement Account to continue the Contract in the accumulation phase, with the Annuitant's surviving spouse as the new Annuitant, if the following conditions are met:

- 1) The custodian or trustee of the Individual Retirement Account is the owner of the annuity and has the right to the death proceeds otherwise payable under the Contract;
- 2) The deceased Annuitant was the beneficial owner of the Individual Retirement Account;
- 3) We receive a complete request for settlement for the death of the Annuitant; and
- 4) The custodian or trustee of the Individual Retirement Account provides us with a signed certification of the following:
  - (a) The Annuitant's surviving spouse is the sole beneficiary of the Individual Retirement Account;
  - (b) The Annuitant's surviving spouse has elected to continue the Individual Retirement Account as his or her own Individual Retirement Account; and
  - (c) The custodian or trustee of the Individual Retirement Account has continued the Individual Retirement Account pursuant to the surviving spouse's election.

Simplified Employee Pension IRA. Code Section 408(k) allows eligible employers to establish simplified employee pension plans for their employees using individual retirement annuities. These employers may, within specified limits, make deductible contributions on behalf of the employees to the individual retirement annuities. Employers intending to use the Contract in connection with such plans should seek competent tax advice.

Savings Incentive Match Plans for Employees (SIMPLE IRA). Code Section 408(p) allows eligible employers with 100 or fewer employees to establish SIMPLE retirement plans for their employees using individual retirement annuities. In general, a SIMPLE IRA consists of a salary deferral program for eligible employees and matching or nonelective contributions made by employers. Employers intending to purchase the Contract as a SIMPLE IRA should seek competent tax and legal advice. SIMPLE IRA plans must include the provisions of the Economic Growth and Tax Relief Reconciliation Act of 2007 (EGTRRA) to avoid adverse tax consequences. If your current SIMPLE IRA plan uses IRS Model Form 5304-SIMPLE with a revision date of March 2002 or later, then your plan is up to date. If your plan has a revision date prior to March 2002, please consult with your tax or legal advisor to determine the action you need to take in order to comply with this requirement.

To determine if you are eligible to contribute to any of the above listed IRAs (traditional, Roth, SEP, or SIMPLE), please refer to IRS Publication 590 and your competent tax advisor.

Tax Sheltered Annuities. Code Section 403(b) provides tax-deferred retirement savings plans for employees of certain non-profit and educational organizations. Under Section 403(b), any contract used for a 403(b) plan must provide that distributions attributable to salary reduction contributions made after 12/31/88, and all earnings on salary reduction contributions, may be made only on or after the date the employee:

- .. attains age 59 1/2,
- .. severs employment,
- .. dies,
- .. becomes disabled, or
- .. incurs a hardship (earnings on salary reduction contributions may not be distributed on account of hardship).

These limitations do not apply to withdrawals where Allstate Life is directed to transfer some or all of the Contract Value to another 403(b) plan. Generally, we do not accept funds in 403(b) contracts that are subject to the Employee Retirement Income Security Act of 1974 (ERISA).

Caution: Under recent IRS regulations we can accept contributions, transfers and rollovers only if we have entered into an information-sharing agreement, or its functional equivalent, with the applicable employer or its plan administrator. Unless your contract is grandfathered from certain provisions in these regulations, we will only process certain transactions (e.g, transfers,

withdrawals, hardship distributions and, if applicable, loans) with employer approval. This means that if you request one of these transactions we will not consider your request to be in good order, and will not therefore process the transaction, until we receive the employer's approval in written or electronic form.

Corporate and Self-Employed Pension and Profit Sharing Plans.

Section 401(a) of the Code permits corporate employers to establish various types of tax favored retirement plans

for employees. Self-employed individuals may establish tax favored retirement plans for themselves and their employees (commonly referred to as "H.R.10" or "Keogh"). Such retirement plans may permit the purchase of annuity contracts. Allstate Life no longer issues annuity contracts to employer sponsored qualified retirement plans.

There are two owner types for contracts intended to qualify under Section 401(a): a qualified plan fiduciary or an annuitant owner.

- .. A qualified plan fiduciary exists when a qualified plan trust that is intended to qualify under Section 401(a) of the Code is the owner. The qualified plan trust must have its own tax identification number and a named trustee acting as a fiduciary on behalf of the plan. The annuitant should be the person for whose benefit the contract was purchased.
- .. An annuitant owner exists when the tax identification number of the owner and annuitant are the same, or the annuity contract is not owned by a qualified plan trust. The annuitant should be the person for whose benefit the contract was purchased.

If a qualified plan fiduciary is the owner of the contract, the qualified plan must be the beneficiary so that death benefits from the annuity are distributed in accordance with the terms of the qualified plan. Annuitant owned contracts require that the beneficiary be the annuitant's spouse (if applicable), which is consistent with the required IRS language for qualified plans under Section 401(a). A completed Annuitant Owned Qualified Plan Designation of Beneficiary form is required in order to change the beneficiary of an annuitant owned Qualified Plan contract.

State and Local Government and Tax-Exempt Organization Deferred Compensation Plans. Section 457 of the Code permits employees of state and local governments and tax-exempt organizations to defer a portion of their compensation without paying current taxes. The employees must be participants in an eligible deferred compensation plan. In eligible governmental plans, all assets and income must be held in a trust/ custodial account/annuity contract for the exclusive benefit of the participants and their beneficiaries. To the extent the Contracts are used in connection with a non-governmental eligible plan, employees are considered general creditors of the employer and the employer as owner of the Contract has the sole right to the proceeds of the Contract. Under eligible 457 plans, contributions made for the benefit of the employees will not be includible in the employees' gross income until distributed from the plan. Allstate Life no longer issues annuity contracts to 457 plans.

#### Annual Reports and Other Documents

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Allstate Life's Annual Report on Form 10-K for the year ended December 31, 2008, is incorporated herein by reference, which means that it is legally a part of this prospectus.

All other reports filed with the SEC under the Exchange Act since the Form 10-K Annual Report, including filings made on Form 10-Q and Form 8-K, and all documents or reports we file with the SEC under the Exchange Act after the date of this prospectus and before we terminate the offering of the securities under this prospectus are also incorporated herein by reference, which means that they are legally a part of this prospectus.

Statements in this prospectus, or in documents that we file later with the SEC and that legally become a part of this prospectus, may change or supersede statements in other documents that are legally part of this prospectus. Accordingly, only the statement that is changed or replaced will legally be a part of this prospectus.

We file our Exchange Act documents and reports, including our annual report on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K, electronically on the SEC's "EDGAR" system using the identifying number CIK No. 0000352736. The SEC maintains a Web site that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC. The address of the site is <http://www.sec.gov>. You also can view these materials at the SEC's Public Reference Room at 100 F Street NE, Room 1580, Washington, DC 20549-2001. For more information on the operations of SEC's Public Reference Room, call 1-800-SEC-0330.

If you have received a copy of this prospectus, and would like a free copy of any document incorporated herein by reference (other than exhibits not specifically incorporated by reference into the text of such documents), please write or call us at P.O. Box 758565, Topeka, KS 66675-8565 or 1-800-457-7617.

Statement of Additional Information Table of Contents

-----  
-----  
Additions, Deletions, or Substitutions of Investments

-----  
The Contracts

-----  
Calculation of Accumulation Unit Values

-----  
Calculation of Variable Income Payments  
-----

-----  
General Matters

-----  
Experts

-----  
Financial Statements

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Appendix A  
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THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFERING IN ANY JURISDICTION IN WHICH SUCH OFFERING MAY NOT LAWFULLY BE MADE. WE DO NOT AUTHORIZE ANYONE TO PROVIDE ANY INFORMATION OR REPRESENTATIONS REGARDING THE OFFERING DESCRIBED IN THIS PROSPECTUS OTHER THAN AS CONTAINED IN THIS PROSPECTUS.

Appendix A  
Allstate Advisor Contract Comparison Chart

Feature	Advisor	Advisor Plus	Advisor Preferred		
			5-year Withdrawal Charge Option	3-year Withdrawal Charge Option	No Withdrawal Charge Option
Credit Enhancement	None	up to 5% depending on issue age and amount of purchase payments	None	None	None
Mortality and Expense Risk Charge (Base Contract)	1.10%	1.40%	1.40%	1.50%	1.60%
Withdrawal Charge (% of purchase payment)	7/ 7/ 6/ 5/ 4/ 3/ 2	8.5/ 8.5/ 8.5/ 7.5/ 6.5/ 5.5/ 4/2.5	7/ 6/ 5/ 4/ 3	7/ 6/ 5	None
Withdrawal Charge Waivers	Confinement, Terminal Illness, Unemployment	Confinement, Terminal Illness, Unemployment	Confinement, Terminal Illness, Unemployment	Confinement, Terminal Illness, Unemployment	N/A

The Fixed Account Options available depend on the type of Contract you have purchased and the state in which your Contract was issued. The following tables summarize the availability of the Fixed Account Options in general. Please check with your representative for specific details for your state.

DCA Fixed Account Option

	Advisor	Advisor Plus	Advisor Preferred		
			5-Year Withdrawal Charge Option	3-Year Withdrawal Charge Option	No Withdrawal Charge Option
Transfer Periods	3 to 6-month 7 to 12-month	3 to 6-month 7 to 12-month	3 to 6-month 7 to 12-month	3 to 6-month 7 to 12-month	N/A N/A

Standard Fixed Account Option (some options not available in all states)

	Advisor	AdvisorPlus	Advisor Preferred		
			5-Year Withdrawal Charge Option	3-Year Withdrawal Charge Option	No Withdrawal Charge Option
Guarantee Periods	1-year 3-year* 5-year* 7-year*	N/A N/A N/A N/A	N/A N/A N/A N/A	N/A N/A N/A N/A	N/A N/A N/A N/A

\* Available only in states in which the MVA Fixed Account Option is not offered.

MVA Fixed Account Option (not available in all states)\*\*

		Advisor Preferred		
Advisor	Advisor Plus	5-Year Withdrawal Charge Option	3-Year Withdrawal Charge Option	No Withdrawal Charge Option
		3-year	3-year	3-year
		5-year	5-year	5-year
		7-year	7-year	7-year
		10-year	10-year	10-year

\*\* Not available in states in which the 3-, 5-, or 7-year Standard Fixed Account Options are offered.



The Market Value Adjustment is based on the following:

- I = the Treasury Rate for a maturity equal to the term length of the Guarantee Period Account for the week preceding the establishment of the Market Value Adjusted Fixed Guarantee Period Account;
- J = the Treasury Rate for a maturity equal to the term length of the Market Value Adjusted Fixed Guarantee Period Account for the week preceding the date amounts are transferred or withdrawn from the Market Value Adjusted Fixed Guarantee Period Account, the date we determine the Death Proceeds, or the Payout Start Date, as the case may be ("Market Value Adjustment Date").
- N = the number of whole and partial years from the Market Value Adjustment Date to the expiration of the term length of the Market Value Adjusted Fixed Guarantee Period Account.

Treasury Rate means the U.S. Treasury Note Constant Maturity yield as reported in Federal Reserve Board Statistical Release H.15. If such yields cease to be available in Federal Reserve Board Statistical Release H.15, then we will use an alternate source for such information in our discretion.

The Market Value Adjustment factor is determined from the following formula:

$$.9 \times [I - (J + .0025)] \times N$$

To determine the Market Value Adjustment, we will multiply the Market Value Adjustment factor by the amount transferred, withdrawn, paid as Death Proceeds, or applied to an Income Plan from a Market Value Adjusted Fixed Guarantee Period Account at any time other than during the 30 day period after such Guarantee Period Account expires. NOTE: These examples assume that premium taxes are not applicable.

Examples Of Market Value Adjustment

Purchase Payment: \$10,000 allocated to a Market Value Adjusted Fixed Guarantee Period Account  
 Guarantee Period: 5 years  
 Interest Rate: 4.50%  
 Full Withdrawal: End of Contract Year 3  
 Contract: Allstate Advisor\*

Example 1: (Assumes Declining Interest Rates)

Step 1: Calculate Contract Value at End of Contract Year 3: = \$10,000.00 X (1.045)/3/ = \$11,411.66  
 Step 2: Calculate the Free Withdrawal Amount: = .15 X \$10,000 = \$1500  
 Step 3: Calculate the Withdrawal Charge: = .06 X (\$10,000 - \$1,500) = \$510  
 Step 4: Calculate the Market Value Adjustment:  
 I = 4.50%  
 J = 4.20%  
 730 DAYS  
 N =  $\frac{730 \text{ DAYS}}{365 \text{ DAYS}} = 2$   
 Market Value Adjustment Factor: .9 X [I - (J + .0025)] X N  
 = .9 X [.045 - (.042 + .0025)] X 2  
 = .0009  
 Market Value Adjustment = Market Value Adjustment Factor X Amount Subject To Market Value Adjustment  
 = .0009 X \$11,411.66 = \$10.27  
 Step 5: Calculate the amount received by Contract owner as a result of full withdrawal at the end of Contract Year 3: = \$11,411.66 - \$510 + \$10.27 = \$10,911.93

Example 2: (Assumes Rising Interest Rates)

Step 1: Calculate Contract Value at End of Contract Year 3: =  $\$10,000.00 \times (1.045)^3 = \$11,411.66$

Step 2: Calculate the Free Withdrawal Amount: =  $.15 \times \$10,000 = \$1500$

Step 3: Calculate the Withdrawal Charge: =  $.06 \times (\$10,000 - \$1,500) = \$510$

Step 4: Calculate the Market Value Adjustment:

I = 4.50%

J = 4.80%

730 DAYS

N =  $\frac{730 \text{ DAYS}}{365 \text{ DAYS}} = 2$

Market Value Adjustment Factor:  $.9 \times [I - (J + .0025)] \times N$

=  $.9 \times [(.045 - (.048 + .0025))] \times (2) = -.0099$

Market Value Adjustment = Market Value Adjustment Factor X Amount

Subject To Market Value Adjustment: =  $-.0099 \times \$11,411.66 = -(\$112.98)$

Step 5: Calculate the amount received by Contract owner as a result of full withdrawal at the end of Contract Year 3: =  $\$11,411.66 - \$510 - \$112.98 = \$10,788.68$

\* These examples assume the election of the Allstate Advisor Contract for the purpose of illustrating the Market Value Adjustment calculation. The amounts would be different under Allstate Advisor Plus and Allstate Advisor Preferred Contracts, which have different expenses and withdrawal charges.

Appendix C  
Example of Calculation of Income Protection Benefit

Appendix C illustrates how we calculate the amount guaranteed under the Income Protection Benefit Option. Please remember that you are looking at an example only. Please also remember that the Income Protection Benefit Option may only be added to Income Plans 1 and/or 2, and only to those Income Plans for which you have selected variable income payments.

To illustrate the calculation of the amount guaranteed under the Income Protection Benefit Option, we assume the following:

Adjusted age of Annuitant on the Payout Start Date:	65
Sex of Annuitant:	male
Income Plan selected:	1
Payment frequency:	monthly
Amount applied to variable income payments under the Income Plan:	\$100,000.00

The example assumes that the withdrawal charge period has expired for all purchase payments. In accordance with the terms of the Contract, the following additional assumptions apply:

Assumed investment rate:	3%
Guaranteed minimum variable income payment:	85% of the initial variable amount income value

Step 1 - Calculation of the initial variable amount income value:

Using the assumptions stated above, the initial monthly income payment is \$5.49 per \$1,000 applied to variable income payments under Income Plan 1. Therefore, the initial variable amount income value =  $\$100,000 \times \$5.49/1000 = \$549.00$ .

Step 2 - Calculation of the amount guaranteed under the Income Protection Benefit Option:

guaranteed minimum variable income payment =  $85\% \times \text{initial variable amount income value} = 85\% \times \$549.00 = \$466.65$ .

Step 3 - Illustration of the effect of the minimum payment guarantee under the Income Protection Benefit Option:

If in any month your variable income payments would fall below the amount guaranteed under the Income Protection Benefit Option, your payment for that month will equal the guaranteed minimum variable income payment. For example, you would receive \$466.65 even if the amount of your monthly income payment would have been less than that as a result of declining investment experience. On the other hand, if your monthly income payment is greater than the minimum guaranteed \$466.65, you would receive the greater amount.

Appendix D  
 Withdrawal Adjustment Example - Income Benefits\*

Issue Date: January 1, 2003

Initial Purchase Payment: \$50,000 (For Allstate Advisor Plus Contracts, assume a \$2,000 Credit Enhancement would apply assuming issue age 85 or younger (a \$1,000 Credit Enhancement would apply assuming issue age 86-90))

Date	Type of Occurrence	Beginning Contract Value	Transaction Amount	Contract Value After Occurrence	Maximum Anniversary Value	Income Benefit Amount	
						Advisor and Preferred	5% Roll-Up Value** Plus
1/1/04	Contract Anniversary	\$ 55,000		\$ 55,000	\$ 55,000	\$ 52,500	\$54,600
7/1/04	Partial Withdrawal	\$ 60,000	\$ 15,000	\$ 45,000	\$ 41,250	\$ 40,176	\$41,859

The following shows how we compute the adjusted income benefits in the example above. Please note that the withdrawal adjustment reduces the Maximum Anniversary Value by the same proportion as the withdrawal reduces the Contract Value. The withdrawal adjustment reduces the 5% Roll-Up Value part dollar-for-dollar and part proportionally.

Maximum Anniversary Value Income Benefit

Partial Withdrawal Amount	(a)
Contract Value Immediately Prior to Partial Withdrawal	(b)
Value of Income Benefit Amount Immediately Prior to Partial Withdrawal	(c)
Withdrawal Adjustment	$[(a)/(b)]*(c)$
Adjusted Income Benefit	

5 % Roll-Up Value Income Benefit\*\*

Total Partial Withdrawal Amount	(a)
STEP I - Dollar For Dollar Portion	
Contract Value Immediately Prior to Partial Withdrawal	(b)
Value of Income Benefit Amount Immediately Prior to Partial Withdrawal (assumes 181 days worth of interest on \$52,500 and \$54,600, respectively)	(c)
Partial Withdrawal Amount (Corridor = 5% of Roll-Up Value on 1/1/04)	(d)
Dollar for Dollar Withdrawal Adjustment (discounted for a half year's worth of interest)	$(e)=(d) * 1.05^{-0.5}$
Contract Value After Step 1	$(b')=(b) - (d)$
Adjusted Income Benefit After Step 1	$(c')=(c) - (e)$
STEP 2 - Proportional Portion	
Partial Withdrawal Amount	$(a')=(a) - (d)$
Proportional Adjustment	$(a')/(b')*(c')$
Contract Value After Step 2	$(b') - (a')$
Adjusted Income Benefit After Step 2	

Advisor and Preferred Plus

Maximum Anniversary Value Income Benefit		
Partial Withdrawal Amount	\$15,000	\$15,000
Contract Value Immediately Prior to Partial Withdrawal	\$60,000	\$60,000
Value of Income Benefit Amount Immediately Prior to Partial Withdrawal	\$55,000	\$55,000

Withdrawal Adjustment	\$13,750	\$13,750
Adjusted Income Benefit	\$41,250	\$41,250
5 % Roll-Up Value Income Benefit**		
Total Partial Withdrawal Amount	\$15,000	\$15,000
STEP I - Dollar For Dollar Portion		
Contract Value Immediately Prior to Partial Withdrawal	\$60,000	\$60,000
Value of Income Benefit Amount Immediately Prior to Partial Withdrawal (assumes 181 days worth of interest on \$52,500 and \$54,600, respectively)	\$53,786	\$55,937
Partial Withdrawal Amount (Corridor = 5% of Roll-Up Value on 1/1/04)	\$2,625	\$2,730
Dollar for Dollar Withdrawal Adjustment (discounted for a half year's worth of interest)	\$2,562	\$2,664
Contract Value After Step 1	\$57,375	\$57,270
Adjusted Income Benefit After Step 1	\$51,224	\$53,273
STEP 2 - Proportional Portion		
Partial Withdrawal Amount	\$12,375	\$12,270
Proportional Adjustment	\$11,048	\$11,414
Contract Value After Step 2	\$45,000	\$45,000
Adjusted Income Benefit After Step 2	\$40,176	\$41,859

\* For purpose of illustrating the withdrawal adjustment calculation, the example assumes the same hypothetical Contract Values and Maximum Anniversary Value for all Contracts, net of applicable fees and charges. Actual income benefit amounts will differ due to the different fees and charges under each Contract and the Credit Enhancement available under the Allstate Advisor Plus Contract. Please remember that you are looking at an example and that your investment performance may be greater or lower than the figures shown.

\*\*In certain states, the Roll-Up Value Income Benefit accumulates interest on a daily basis at a rate equivalent to 3% per year rather than 5%. If calculations assumed an interest rate of 3% per year, the adjusted income benefit would be lower.

Appendix E Withdrawal Adjustment Example - Death Benefits\*

Issue Date: January 1, 2005

Initial Purchase Payment: \$50,000 (For Allstate Advisor Plus Contracts, assume a \$2,000 Credit Enhancement would apply assuming issue age 85 or younger (a \$1,000 Credit Enhancement would apply assuming issue age 86-90))

Date	Type of Occurrence	Beginning Contract Value	Transaction Amount	Contract Value After Occurrence	Death Benefit Amount				
					Advisor and Preferred	Plus	Maximum Anniversary Value	Advisor and Preferred	Plus
1/1/06	Contract Anniversary	\$ 55,000	-	\$ 55,000	\$ 50,000	\$52,000	\$ 55,000	\$ 52,500	\$54,600
7/1/06	Partial Withdrawal	\$ 60,000	\$ 15,000	\$ 45,000	\$ 37,500	\$39,000	\$ 41,250	\$ 40,339	\$41,953

The following shows how we compute the adjusted death benefits in the example above. Please note that the withdrawal reduces the Purchase Payment Value, the Maximum Anniversary Value, and the Enhanced Beneficiary Value by the same proportion as the withdrawal reduces the Contract Value.

	Advisor and Preferred
Purchase Payment Value Death Benefit	
Partial Withdrawal Amount	(a) \$15,000
Contract Value Immediately Prior to Partial Withdrawal	(b) \$60,000
Value of Death Benefit Amount Immediately Prior to Partial Withdrawal	(c) \$50,000
Withdrawal Adjustment	[(a)/(b)]*(c) \$12,500
Adjusted Death Benefit	\$37,500
MAV Death Benefit	
Partial Withdrawal Amount	(a) \$15,000
Contract Value Immediately Prior to Partial Withdrawal	(b) \$60,000
Value of Death Benefit Amount Immediately Prior to Partial Withdrawal	(c) \$55,000
Withdrawal Adjustment	[(a)/(b)]*(c) \$13,750
Adjusted Death Benefit	\$41,250
Enhanced Beneficiary Protection (Annual Increase) Benefit**	
Partial Withdrawal Amount	(a) \$15,000
Contract Value Immediately Prior to Partial Withdrawal	(b) \$60,000
Value of Death Benefit Amount Immediately Prior to Partial Withdrawal (assumes 181 days worth of interest on \$52,500 and \$54,600, respectively)	(c) \$53,786
Withdrawal Adjustment	[(a)/(b)]*(c) \$13,446
Adjusted Death Benefit	\$40,339

	Plus
Purchase Payment Value Death Benefit	
Partial Withdrawal Amount	\$15,000
Contract Value Immediately Prior to Partial Withdrawal	\$60,000
Value of Death Benefit Amount Immediately Prior to Partial Withdrawal	\$52,000
Withdrawal Adjustment	\$13,000
Adjusted Death Benefit	\$39,000

MAV Death Benefit

Partial Withdrawal Amount	\$15,000
Contract Value Immediately Prior to Partial Withdrawal	\$60,000
Value of Death Benefit Amount Immediately Prior to Partial Withdrawal	\$55,000
Withdrawal Adjustment	\$13,750
Adjusted Death Benefit	\$41,250

Enhanced Beneficiary Protection (Annual Increase) Benefit\*\*

Partial Withdrawal Amount	\$15,000
Contract Value Immediately Prior to Partial Withdrawal	\$60,000
Value of Death Benefit Amount Immediately Prior to Partial Withdrawal (assumes 181 days worth of interest on \$52,500 and \$54,600, respectively)	\$55,937
Withdrawal Adjustment	\$13,984
Adjusted Death Benefit	\$41,953

\* For purpose of illustrating the withdrawal adjustment calculation, the example assumes the same hypothetical Contract Values and Maximum Anniversary Value for all Contracts, net of applicable fees and charges. Actual death benefit amounts will differ due to the different fees and charges under each Contract and the Credit Enhancement available under the Allstate Advisor Plus Contract. Please remember that you are looking at an example and that your investment performance may be greater or lower than the figures shown.

\*\*Calculations for the Enhanced Beneficiary Protection (Annual Increase) Benefit assume that interest accumulates on a daily basis at a rate equivalent to 5% per year. In certain states, the Benefit provides for interest that accumulates at a rate of 3% per year. If calculations assumed an interest rate of 3% per year, the adjusted death benefit would be lower.

Appendix F  
 Calculation of Earnings Protection Death Benefit\*

The following are examples of the Earnings Protection Death Benefit Option. For illustrative purposes, the examples assume Earnings in each case. Please remember that you are looking at examples and that your investment performance may be greater or lower than the figures shown.

Example 1: Elected When Contract Was Issued Without Any Subsequent Additions or Withdrawals

In this example, assume that the oldest Contract Owner is age 55 on the Rider Application Date and elects the Earnings Protection Death Benefit Option when the Contract is issued. The Contract Owner makes an initial purchase payment of \$100,000. After four years, the Contract Owner dies. On the date Allstate Life receives a Complete Request for Settlement, the Contract Value is \$125,000. Prior to his death, the Contract Owner did not make any additional purchase payments or take any withdrawals.

Excess of Earnings Withdrawals	=	\$0
Purchase Payments in the 12 months prior to death	=	\$0
In-Force Premium		\$100,000
	=	(\$100,000+ \$0 -\$0)
In-Force Earnings		\$25,000
	=	(\$125,000-\$100,000)
Earnings Protection Death Benefit**	=	40% * \$25,000 = \$10,000

Since In-Force Earnings are less than 100% of the In-Force Premium (excluding purchase payments and Credit Enhancements for Allstate Advisor Plus Contracts in the 12 months prior to death), the In-Force Earnings are used to compute the Earnings Protection Death Benefit amount.

\* For purposes of illustrating the calculation of Earnings Protection Death Benefit Option, the example assumes the same hypothetical Contract Values for all Contracts, net of applicable fees and charges. Actual death benefit amounts will differ due to the different fees and charges under each Contract and the Credit Enhancement available under the Allstate Advisor Plus Contract.

\*\*If the oldest Contract Owner or Annuitant had been over age 70, and both were age 79 or younger on the Rider Application Date, the Earnings Protection Death Benefit would be 25% of the In-Force Earnings (\$6,250.00).

Example 2: Elected When Contract Was Issued With Subsequent Withdrawals

In this example, assume the same facts as above, except that the Contract Owner has taken a withdrawal of \$10,000 during the second year of the Contract. Immediately prior to the withdrawal, the Contract Value is \$105,000. Here, \$5,000 of the withdrawal is in excess of the In-Force Earnings at the time of the withdrawal. The Contract Value on the date Allstate Life receives a Complete Request for Settlement will be assumed to be \$114,000.

Excess of Earnings Withdrawals		\$5,000
	=	(\$10,000-\$5,000)
Purchase Payments in the 12 months prior to death	=	\$0
In-Force Premium		\$95,000
	=	(\$100,000+\$0-\$5,000)
In-Force Earnings		\$19,000
	=	(\$114,000-\$95,000)
Earnings Protection Death Benefit**	=	40%*\$19,000=\$7,600

Since In-Force Earnings are less than 100% of the In-Force Premium (excluding purchase payments and Credit Enhancements for Allstate Advisor Plus Contracts in the 12 months prior to death), the In-Force Earnings are used to compute the Earnings Protection Death Benefit amount.

\* For purposes of illustrating the calculation of Earnings Protection Death Benefit Option, the example assumes the same hypothetical Contract Values for all Contracts, net of applicable fees and charges. Actual death benefit amounts will differ due to the different fees and charges under each Contract and the Credit Enhancement available under the Allstate Advisor Plus Contract.

\*\*If the oldest Contract Owner or Annuitant had been over age 70, and both were age 79 or younger on the Rider Application Date, the Earnings Protection Death Benefit would be 25% of the In-Force Earnings (\$4,750.00).

Example 3: Elected After Contract Was Issued With Subsequent Additions and Withdrawals

This example is intended to illustrate the effect of adding the Earnings Protection Death Benefit Option after the Contract has been issued and the effect of later purchase payments. In this example, assume that the oldest Contract Owner is age 72 on the Rider Application Date. At the time the Contract is issued, the Contract Owner makes a purchase payment of \$100,000. After two years pass, the Contract Owner elects to add the Earnings Protection Death





Benefit Option. On the date this Rider is added, the Contract Value is \$110,000. Two years later, the Contract Owner withdraws \$50,000. Immediately prior to the withdrawal, the Contract Value is \$130,000. Another two years later, the Contract Owner makes an additional purchase payment of \$40,000. Immediately after the additional purchase payment, the Contract Value is \$130,000. Two years later, the Contract Owner dies with a Contract Value of \$140,000 on the date Allstate Life receives a Complete Request for Settlement.

Excess of Earnings Withdrawals		\$30,000
	=	(\$50,000-\$20,000)
Purchase Payments in the 12 months prior to death	=	\$0
In-Force Premium		\$120,000
	=	(\$110,000+\$40,000-\$30,000)
In-Force Earnings		\$20,000
	=	(\$140,000-\$120,000)
Earnings Protection Death Benefit**	=	25%*\$20,000=\$5,000

In this example, In-Force Premium is equal to the Contract Value on Rider Application Date plus the additional purchase payment and minus the Excess-of-Earnings Withdrawal.

Since In-Force Earnings are less than 50% of the In-Force Premium (excluding purchase payments and Credit Enhancements for Allstate Advisor Plus Contracts in the 12 months prior to death), the In-Force Earnings are used to compute the Earnings Protection Death Benefit amount.

\* For purposes of illustrating the calculation of Earnings Protection Death Benefit Option, the example assumes the same hypothetical Contract Values for all Contracts, net of applicable fees and charges. Actual death benefit amounts will differ due to the different fees and charges under each Contract and the Credit Enhancement available under the Allstate Advisor Plus Contract.

\* \*If the oldest Contract Owner or Annuitant had been age 70 or younger on the Rider Application Date, the Earnings Protection Death Benefit would be 40% of the In-Force Earnings (\$8,000.00) and Credit Enhancement for Allstate Advisor Plus Contract.

#### Example 4: Spousal Continuation

This example is intended to illustrate the effect of a surviving spouse electing to continue the Contract upon the death of the Contract Owner on a Contract with the Earnings Protection Death Benefit Option. In this example, assume that the oldest Contract Owner is age 60 at the time the Contract is purchased (with the Earnings Protection Death Benefit Option and MAV Death Benefit Option) with a \$100,000 purchase payment. Five years later the Contract Owner dies and the surviving spouse elects to continue the Contract. The Contract Value and Maximum Anniversary Value at this time are \$150,000 and \$160,000, respectively.

Excess of Earnings Withdrawals	=	\$0
Purchase Payments in the 12 months prior to death	=	\$0
In-Force Premium		\$100,000
	=	(\$100,000+\$0-\$0)
In-Force Earnings		\$50,000
	=	(\$150,000-\$100,000)
Earnings Protection Death Benefit**	=	40%*\$50,000=\$20,000
Contract Value	=	\$150,000
Death Benefit	=	\$160,000
Earnings Protection Death Benefit	=	\$20,000
Continuing Contract Value	=	\$180,000
	=	(\$160,000+\$20,000)

Since In-Force Earnings are less than 100% of the In-Force Premium (excluding purchase payments and Credit Enhancements for Allstate Advisor Plus Contracts in the 12 months prior to death), the In-Force Earnings are used to compute the Earnings Protection Death Benefit amount.

Assume the surviving spouse is age 72 when the Contract is continued. At this time, the surviving spouse has the option to continue the Earnings Protection Death Benefit Option at an additional mortality and expense risk charge of 0.40% and with an In-Force Premium amount equal to the Contract Value and the Rider Date reset to the date the Contract is continued. If this selection is made, the Earnings Protection Death Benefit will be equal to the lesser of 25% of the In-Force Earnings and 50% of In-Force Premium. Otherwise, the surviving spouse may elect to terminate the Earnings Protection Death Benefit Option at the time of continuation.

\* For purposes of illustrating the calculation of Earnings Protection Death Benefit Option, the example assumes the same hypothetical Contract Values and Maximum Anniversary Values for all Contracts, net of applicable fees and charges. Actual death benefit amounts will differ due to the different fees and charges under each Contract and the Credit Enhancement available under the Allstate Advisor Plus Contract.

\*\*If the oldest Contract Owner or Annuitant had been over age 70, and both were age 79 or younger on the Rider Application Date, the Earnings Protection Death Benefit would be 25% of the In-Force Earnings (\$12,500.00).



Appendix G - Withdrawal Adjustment Example - TrueReturn Accumulation Benefit\*

Issue Date: January 2, 2005

Initial Purchase Payment: \$50,000 (For Allstate Advisor Plus Contracts, assume a \$2,000 Credit Enhancement would apply assuming issue age 85 or younger (a \$1,000 Credit Enhancement would apply assuming issue age 86-90))

Initial Benefit Base: \$50,000 for Allstate Advisor and Allstate Advisor Preferred Contracts, \$52,000 for Allstate Advisor Plus Contracts (assuming issue age 85 or younger)

Date	Type of Occurrence	Beginning Contract Value	Transaction Amount	Contract Value After Occurrence	Benefit Base	
					Advisor and Preferred	Plus
1/2/06	Contract Anniversary	\$55,000	—	\$55,000	\$50,000	\$52,000
7/2/06	Partial Withdrawal	\$60,000	\$15,000	\$45,000	\$37,500	\$39,000

The following shows how we compute the adjusted Benefit Bases in the example above. Please note that the withdrawal reduces the Benefit Base by the same proportion as the withdrawal reduces the Contract Value.

		Advisor and Preferred	Plus
Benefit Base			
Partial Withdrawal Amount	(a)	\$15,000	\$15,000
Contract Value Immediately Prior to Partial Withdrawal	(b)	\$60,000	\$60,000
Value of Benefit Base Immediately Prior to Partial Withdrawal	(c)	\$50,000	\$52,000
Withdrawal Adjustment	$[(a)/(b)]*(c)$	\$12,500	\$13,000
Adjusted Benefit Base		\$37,500	\$39,000

\* For purpose of illustrating the withdrawal adjustment calculation, the example assumes the same hypothetical Contract Values, net of applicable fees and charges for all Contracts. Actual Contract Values will differ due to the different fees and charges under each Contract and the Credit Enhancement available under the Allstate Advisor Plus Contract. Please remember that you are looking at an example and that your investment performance may be greater or lower than the figures shown.

Appendix H - SureIncome Withdrawal Benefit Option Calculation Examples

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Example 1: Assume you purchase an Allstate Advisor contract with a \$100,000 initial purchase payment and add the SureIncome Option at issue.

Your Benefit Base is \$100,000, which is your initial purchase payment of \$100,000.

Your Benefit Payment is \$8,000, which is 8% of your initial purchase payment.

Your Benefit Payment Remaining for this Benefit Year is \$8,000, which is equal to your Benefit Payment at the beginning of this Benefit Year.

Example 2: Assume Example 1 is continued and an additional purchase payment of \$40,000 is made in the first Benefit Year.

The Benefit Base is increased to \$140,000, which is your prior Benefit Base (\$100,000) plus your additional purchase payment (\$40,000).

The Benefit Payment is increased to \$11,200, which is your prior Benefit Payment (\$8,000) plus 8% of your additional purchase payment (\$40,000).

The Benefit Payment Remaining is increased to \$11,200, which is your Benefit Payment Remaining prior to your additional purchase payment (\$8,000) plus 8% of your additional purchase payment (\$40,000).

Example 3: Assume Example 1 is continued and a withdrawal of \$8,000 is made during the first Benefit Year.

The Benefit Base is reduced to \$92,000, which is your prior Benefit Base (\$100,000) less your withdrawal (\$8,000).

The Benefit Payment is unchanged and remains \$8,000.

The Benefit Payment Remaining in the first Benefit Year is \$0, which is your Benefit Payment Remaining prior to your withdrawal (\$8,000) less your withdrawal (\$8,000).

Example 4: Assume example 1 is continued and a withdrawal of \$25,000 is made during the first Benefit Year. Assume the Contract Value prior to the withdrawal was \$130,000. Because the \$25,000 withdrawal is larger than the Benefit Payment Remaining, the Benefit Base and Benefit Payment will be recalculated according to applicable formulas.

The Benefit Base is reduced to \$75,000, determined by the following calculation: the lesser of  $(\$130,000 - \$25,000)$  and  $(\$100,000 - \$25,000) = \$75,000$ .

The Benefit Payment remains \$8,000, determined by the following calculation: the lesser of  $(\$8,000)$  and  $(8\% \times (\$130,000 - \$25,000)) = \$8,000$

There is no Benefit Payment Remaining because the withdrawal has reduced it to \$0.

Example 5: Assume example 3 is continued and an additional withdrawal of \$5,000 is taken in the same year (the first Benefit Year). Assume the Contract Value prior to the additional withdrawal was \$60,000. Because the \$5,000 withdrawal is larger than the Benefit Payment Remaining (\$0), the Benefit Base and Benefit Payment will be recalculated according to applicable formulas.

The Benefit Base is reduced to \$55,000, determined by the following calculation: the lesser of  $(\$60,000 - \$5,000)$  and  $(\$92,000 - \$5,000) = \$55,000$ .

The Benefit Payment is reduced to \$4,400, determined by the following formula: the lesser of  $(\$8,000)$  and  $((8\% \times (\$60,000 - \$5,000)) = \$4,400$ .

The Benefit Payment Remaining is unchanged at \$0.

Example 6: Assume example 5 is continued and an additional Purchase Payment of 40,000 is made in the same year (the first Benefit Year).

The Benefit Base is increased to \$95,000, which is your prior Benefit Base (\$55,000) plus your additional purchase payment (\$40,000).

The Benefit Payment is increased to \$7,600, which is your prior Benefit Payment (\$4,400) plus 8% of your additional purchase payment (\$40,000).

The Benefit Payment Remaining is increased to \$3,200, which is your Benefit Payment Remaining prior to your additional purchase payment (\$0) plus 8% of your additional purchase payment (\$40,000).

Example 7: Assume example 6 is continued and an additional withdrawal of \$3,200 is taken in the same year (the first Benefit Year).

The Benefit Base is reduced to \$91,800, which is your prior Benefit Base (\$95,000) less your withdrawal (\$3,200).

The Benefit Payment is unchanged and remains \$7,600.

The Benefit Payment Remaining is reduced to \$0, which is your Benefit Payment Remaining prior to your withdrawal (\$3,200) less your withdrawal (\$3,200).

Appendix I - SureIncome Plus Withdrawal Benefit Option Calculation Examples

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Example 1: Assume you purchase an Allstate Advisor contract with a \$100,000 initial purchase payment and add the SureIncome Plus Option at issue.

Your Benefit Base is \$100,000, which is your initial purchase payment of \$100,000.

Your SureIncome ROP Death Benefit is \$100,000, which is your initial purchase payment of \$100,000.

Your Benefit Payment is \$8,000, which is 8% of your initial purchase payment.

Your Benefit Payment Remaining for this Benefit Year is \$8,000, which is equal to your Benefit Payment at the beginning of this Benefit Year.

Example 2: Assume Example 1 is continued and an additional purchase payment of \$40,000 is made in the first Benefit Year.

The Benefit Base is increased to \$140,000, which is your prior Benefit Base (\$100,000) plus your additional purchase payment (\$40,000).

The SureIncome ROP Death Benefit is increased to \$140,000, which is your prior SureIncome ROP Death Benefit (\$100,000) plus your additional purchase payment (\$40,000).

The Benefit Payment is increased to \$11,200, which is your prior Benefit Payment (\$8,000) plus 8% of your additional purchase payment (\$40,000).

The Benefit Payment Remaining is increased to \$11,200, which is your Benefit Payment Remaining prior to your additional purchase payment (\$8,000) plus 8% of your additional purchase payment (\$40,000).

Example 3: Assume Example 1 is continued and a withdrawal of \$8,000 is made during the first Benefit Year.

The Benefit Base is reduced to \$92,000, which is your prior Benefit Base (\$100,000) less your withdrawal (\$8,000).

The SureIncome ROP Death Benefit is reduced to \$92,000, which is your prior SureIncome ROP Death Benefit (\$100,000) less your withdrawal (\$8,000).

The Benefit Payment is unchanged and remains \$8,000.

The Benefit Payment Remaining in the first Benefit Year is \$0, which is your Benefit Payment Remaining prior to your withdrawal (\$8,000) less your withdrawal (\$8,000).

Example 4: Assume Example 1 is continued and a withdrawal of \$25,000 is made during the first Benefit Year. Assume the Contract Value prior to the withdrawal was \$130,000. Because the \$25,000 withdrawal is larger than the Benefit Payment Remaining, the Benefit Base, the SureIncome ROP Death Benefit and Benefit Payment will be recalculated according to applicable formulas.

The Benefit Base is reduced to \$75,000, determined by the following calculation: the lesser of  $(\$130,000 - \$25,000)$  and  $(\$100,000 - \$25,000) = \$75,000$ .

The SureIncome ROP Death Benefit is reduced to \$75,000, determined by the following calculation: the lesser of  $(\$130,000 - \$25,000)$  and  $(\$100,000 - \$25,000) = \$75,000$ .

The Benefit Payment remains \$8,000, determined by the following calculation: the lesser of  $(\$8,000)$  and  $(8\% \times (\$130,000 - \$25,000)) = \$8,000$

There is no Benefit Payment Remaining because the withdrawal has reduced it to \$0.

Example 5: Assume Example 3 is continued and an additional withdrawal of \$5,000 is taken in the same year (the first Benefit Year). Assume the Contract Value prior to the additional withdrawal was \$60,000. Because the \$5,000 withdrawal is larger than the Benefit Payment Remaining (\$0), the Benefit Base and Benefit Payment will be recalculated according to applicable formulas.

The Benefit Base is reduced to \$55,000, determined by the following calculation: the lesser of  $(\$60,000 - \$5,000)$  and  $(\$92,000 - \$5,000) = \$55,000$ .

The SureIncome ROP Death Benefit is reduced to \$55,000, determined by the following calculation: the lesser of  $(\$60,000 - \$5,000)$  and  $(\$92,000 - \$5,000) = \$55,000$ .

The Benefit Payment is reduced to \$4,400, determined by the following formula: the lesser of (\$8,000) and  $((8\% \times (\$60,000 - \$5,000)) = \$4,400$ .

The Benefit Payment Remaining is unchanged at \$0.

Example 6: Assume Example 5 is continued and an additional Purchase Payment of 40,000 is made in the same year (the first Benefit Year).

The Benefit Base is increased to \$95,000, which is your prior Benefit Base (\$55,000) plus your additional purchase payment (\$40,000).

The SureIncome ROP Death Benefit is increased to \$95,000, which is your prior SureIncome ROP Death Benefit (\$55,000) plus your additional purchase payment (\$40,000).

The Benefit Payment is increased to \$7,600, which is your prior Benefit Payment (\$4,400) plus 8% of your additional purchase payment (\$40,000).

The Benefit Payment Remaining is increased to \$3,200, which is your Benefit Payment Remaining prior to your additional purchase payment (\$0) plus 8% of your additional purchase payment (\$40,000).

Example 7: Assume Example 6 is continued and an additional withdrawal of \$3,200 is taken in the same year (the first Benefit Year).

The Benefit Base is reduced to \$91,800, which is your prior Benefit Base (\$95,000) less your withdrawal (\$3,200).

The SureIncome ROP Death Benefit is reduced to \$91,800, which is your prior SureIncome ROP Death Benefit (\$95,000) less your withdrawal (\$3,200).

The Benefit Payment is unchanged, because the amount withdrawn does not exceed the Benefit Payment Remaining, and remains \$7,600.

The Benefit Payment Remaining is reduced to \$0, which is your Benefit Payment Remaining prior to your withdrawal (\$3,200) less your withdrawal (\$3,200).

Example 8: Assume Example 1 is continued and on the first Contract Anniversary the Contract Value prior to deduction of annual fees is \$160,000.

The SureIncome Plus Option Fee is \$650, which is  $0.65\% \times$  the Benefit Base (\$100,000) prior to updating the Benefit Base based on the Contract Value on the Contract Anniversary.

The final Contract Value is \$159,350, which the Contract Value on the Contract Anniversary after deduction of annual fees (assume SureIncome Plus Option Fee is the only annual fee applicable).

The Benefit Base is increased to \$159,350, which is the greater of your current Benefit Base (\$100,000) and the final Contract Value on the Contract Anniversary (\$159,350).

The SureIncome ROP Death Benefit remains \$100,000.

The Benefit Payment is increased to \$12,748, which is the greater of your current Benefit Payment (\$8,000) and  $8\% \times$  the final Contract Value on the Contract Anniversary (\$159,350).

The Benefit Payment Remaining is updated to \$12,748, which is the Benefit Payment on the Contract Anniversary.

Example 9: Assume Example 8 is continued, no withdrawals or purchase payments are applied during the second Contract Year and on the second Contract Anniversary the Contract Value prior to deduction of annual fees is \$60,000.

The SureIncome Plus Option Fee is \$1,035.78, which is  $0.65\% \times$  the Benefit Base (\$159,350) prior to updating the Benefit Base based on the Contract Value on the Contract Anniversary.

The final Contract Value is \$58,964.22, which the Contract Value on the Contract Anniversary after deduction of annual fees (assume SureIncome Plus Option Fee is the only annual fee applicable).

The Benefit Base remains \$159,350, which is the greater of your current Benefit Base (\$159,350) and the final Contract Value on the Contract Anniversary (\$58,964.22).

The SureIncome ROP Death Benefit remains \$100,000.

The Benefit Payment is remains \$12,748, which is the greater of your current Benefit Payment \$12,748 and  $8\% \times$  the final Contract Value on the Contract Anniversary (\$58,964.22).

The Benefit Payment Remaining is updated to \$12,748, which is the Benefit Payment on the Contract Anniversary.



Appendix J - SureIncome For Life Withdrawal Benefit Option Calculation Examples

Example 1: Assume you purchase an Allstate Advisor contract with \$100,000 initial purchase payment, are attained age 55 at issue, and add the SureIncome For Life Option at issue (you are the SureIncome Covered Life).

Your Benefit Base is \$100,000, which is your initial purchase payment of \$100,000.

Your SureIncome ROP Death Benefit is \$100,000, which is your initial purchase payment of \$100,000.

Your Benefit Payment is \$4,000, which is 4% of your initial purchase payment.

Your Benefit Payment Remaining for this Benefit Year is \$4,000, which is equal to your Benefit Payment at the beginning of this Benefit Year.

Note: The Benefit Payment remains \$4,000 until you turn age 60 (as long as the Contract Value on any of the prior Contract Anniversaries have not caused any of the guarantees under the Option to be updated). At that point, if no withdrawals have been taken, your Benefit Payment & Benefit Payment Remaining are updated to 5% X current Benefit Base (\$5,000 = 5% X \$100,000, assuming your Benefit Base is still \$100,000).

Example 2: Assume Example 1 is continued and an additional purchase payment of \$40,000 is made in the first Benefit Year.

The Benefit Base is increased to \$140,000, which is your prior Benefit Base (\$100,000) plus your additional purchase payment (\$40,000).

The SureIncome ROP Death Benefit is increased to \$140,000, which is your prior SureIncome ROP Death Benefit (\$100,000) plus your additional purchase payment (\$40,000).

The Benefit Payment is increased to \$5,600, which is your prior Benefit Payment (\$4,000) plus 4% of your additional purchase payment (\$40,000).

The Benefit Payment Remaining is increased to \$5,600, which is your prior Benefit Payment Remaining (\$4,000) plus 4% of your additional purchase payment (\$40,000).

Note: The Benefit Payment remains \$5,600 until you turn age 60 (for the purposes of this example it is assumed the maximum anniversary value on any of the prior Contract Anniversaries has not increased the Benefit Payment). At that point, if no withdrawals have been taken, your Benefit Payment & Benefit Payment Remaining are updated to 5% X current Benefit Base (\$7,000 = 5% X \$140,000, assuming your Benefit Base is still \$140,000).

Example 3a: Assume Example 1 is continued and the first withdrawal, equal to \$4,000, is made during the first Benefit Year.

The Benefit Base is reduced to \$96,000, which is your prior Benefit Base (\$100,000) less your withdrawal (\$4,000).

The SureIncome ROP Death Benefit is reduced to \$96,000, which is your prior SureIncome ROP Death Benefit (\$100,000) less your withdrawal (\$4,000).

The Benefit Payment is unchanged and remains \$4,000.

The Benefit Payment Remaining in the first Benefit Year is \$0, which is your Benefit Payment Remaining prior to your withdrawal (\$4,000) less your withdrawal (\$4,000).

Note: The Withdrawal Benefit Factor is locked at 4% because the age at first withdrawal is age 55.

Example 3b: Assume Example 1 is continued and the first withdrawal, equal to \$5,000, is made during the sixth Benefit Year and you have attained age 60 (assume the Contract Values have not increased any SureIncome For Life Option guarantees on any prior Contract Anniversaries).

The Benefit Base is reduced to \$95,000, which is your prior Benefit Base (\$100,000) less your withdrawal (\$5,000).

The SureIncome ROP Death Benefit is reduced to \$95,000, which is your prior SureIncome ROP Death Benefit (\$100,000) less your withdrawal (\$5,000).

Because the first withdrawal occurs at attained age 60, the Benefit Payment and Benefit Payment Remaining prior to the withdrawal are updated to 5% X current Benefit Base (5% X \$100,000 = \$5,000).

The Benefit Payment remains \$5,000 after withdrawal.

The Benefit Payment Remaining in the first Benefit Year is \$0, which is your Benefit Payment Remaining prior to your withdrawal (\$5,000) less your withdrawal (\$5,000).

Note: The Withdrawal Benefit Factor is locked at 5% because the age at first withdrawal is age 60.

Example 3c: Assume Example 1 is continued and the first withdrawal, equal to \$6,000, is made during the sixteenth Benefit Year and you have attained age 70 (assume the Contract Values have not increased any SureIncome For Life Option guarantees on any prior Contract Anniversaries).

The Benefit Base is reduced to \$94,000, which is your prior Benefit Base (\$100,000) less your withdrawal (\$6,000).

The SureIncome ROP Death Benefit is reduced to \$94,000, which is your prior SureIncome ROP Death Benefit (\$100,000) less your withdrawal (\$6,000).

Because the first withdrawal occurs at attained age 70, the Benefit Payment and Benefit Payment Remaining prior to the withdrawal are updated to 6% X current Benefit Base (6% X \$100,000 = \$6,000).

The Benefit Payment remains \$6,000 after withdrawal.

The Benefit Payment Remaining in the first Benefit Year is \$0, which is your Benefit Payment Remaining prior to your withdrawal (\$6,000) less your withdrawal (\$6,000).

Note: The Withdrawal Benefit Factor is locked at 6% because the age at first withdrawal is age 70.

Example 4a: Assume Example 1 is continued and a withdrawal of \$25,000 is made during the first Benefit Year. Assume the Contract Value prior to the withdrawal was \$130,000. Because the \$25,000 withdrawal is larger than the Benefit Payment Remaining, the Benefit Base, the SureIncome ROP Death Benefit and Benefit Payment will be recalculated according to applicable formulas.

The Benefit Base is reduced to \$75,000, determined by the following calculation: the lesser of (\$130,000 - \$25,000) and (\$100,000 - \$25,000) = \$75,000.

The SureIncome ROP Death Benefit is reduced to \$75,000, determined by the following calculation: the lesser of (\$130,000 - \$25,000) and (\$100,000 - \$25,000) = \$75,000.

The Benefit Payment is reduced to \$3,000, determined by the following calculation: the lesser of (\$4,000) and (4% X \$75,000) = \$3,000.

There is no Benefit Payment Remaining because the withdrawal has reduced it to \$0.

Note: The Withdrawal Benefit Factor is locked at 4% because the age at first withdrawal is age 55.

Example 4b: Assume Example 1 is continued and a withdrawal of \$25,000 is made during the sixth Benefit Year (assume the Contract Values have not increased any SureIncome For Life Option guarantees on any prior Contract Anniversaries). Assume the Contract Value prior to the withdrawal was \$130,000. Because the \$25,000 withdrawal is larger than the Benefit Payment Remaining, the Benefit Base, the SureIncome ROP Death Benefit and Benefit Payment will be recalculated according to applicable formulas.

The Benefit Base is reduced to \$75,000, determined by the following calculation: the lesser of (\$130,000 - \$25,000) and (\$100,000 - \$25,000) = \$75,000.

The SureIncome ROP Death Benefit is reduced to \$75,000, determined by the following calculation: the lesser of (\$130,000 - \$25,000) and (\$100,000 - \$25,000) = \$75,000.

Because the first withdrawal occurs at attained age 60, the Benefit Payment and Benefit Payment Remaining prior to the withdrawal are updated to 5% X current Benefit Base prior to the withdrawal (5% X \$100,000 = \$5,000).

The Benefit Payment is reduced to \$3,750, determined by the following calculation: the lesser of (\$5,000) and (5% X \$75,000) = \$3,750.

There is no Benefit Payment Remaining because the withdrawal has reduced it to \$0.

Note: The Withdrawal Benefit Factor is locked at 5% because the age at first withdrawal is age 60.

Example 5: Assume Example 3a is continued and an additional withdrawal of \$5,000 is taken in the same year (the first Benefit Year). Assume the Contract Value prior to the additional withdrawal was \$60,000. Because the \$5,000 withdrawal is larger than the Benefit Payment Remaining (\$0), the Benefit Base and Benefit Payment will be recalculated according to applicable formulas.

The Benefit Base is reduced to \$55,000, determined by the following calculation: the lesser of  $(\$60,000 - \$5,000)$  and  $(\$96,000 - \$5,000) = \$55,000$ .

The SureIncome ROP Death Benefit is reduced to \$55,000, determined by the following calculation: the lesser of  $(\$60,000 - \$5,000)$  and  $(\$96,000 - \$5,000) = \$55,000$ .

The Benefit Payment is reduced to \$2,200, determined by the following formula: the lesser of  $(\$4,000)$  and  $(4\% \times \$55,000) = \$2,200$ .

Example 6: Assume Example 5 is continued and an additional Purchase Payment of 40,000 is made in the same year (the first Benefit Year).

The Benefit Base is increased to \$95,000, which is your prior Benefit Base (\$55,000) plus your additional purchase payment (\$40,000).

The SureIncome ROP Death Benefit is increased to \$95,000, which is your prior SureIncome ROP Death Benefit (\$55,000) plus your additional purchase payment (\$40,000).

The Benefit Payment is increased to \$3,800, which is your prior Benefit Payment (\$2,200) plus 4% of your additional purchase payment (\$40,000).

The Benefit Payment Remaining is increased to \$1,600, which is your Benefit Payment Remaining prior to your additional purchase payment (\$0) plus 4% of your additional purchase payment (\$40,000).

Example 7: Assume Example 6 is continued and an additional withdrawal of \$1,600 is taken in the same year (the first Benefit Year).

The Benefit Base is reduced to \$93,400, which is your prior Benefit Base (\$95,000) less your withdrawal (\$1,600).

The SureIncome ROP Death Benefit is reduced to \$93,400, which is your prior SureIncome ROP Death Benefit (\$95,000) less your withdrawal (\$1,600).

The Benefit Payment is unchanged and remains \$3,800.

The Benefit Payment Remaining is reduced to \$0, which is your Benefit Payment Remaining prior to your withdrawal (\$1,600) less your withdrawal (\$1,600).

Example 8: Assume Example 1 is continued and on the first Contract Anniversary the Contract Value prior to deduction of annual fees is \$160,000.

The SureIncome For Life Option Fee is \$650, which is  $0.65\% \times$  the Benefit Base (\$100,000) prior to updating the Benefit Base based on the Contract Value on the Contract Anniversary.

The final Contract Value is \$159,350, which the Contract Value on the Contract Anniversary after deduction of annual fees (assume SureIncome For Life Option Fee is the only annual fee applicable).

The Benefit Base is increased to \$159,350, which is the greater of your current Benefit Base (\$100,000) and the final Contract Value on the Contract Anniversary (\$159,350).

The SureIncome ROP Death Benefit remains \$100,000.

The Benefit Payment is increased to \$6,374, which is the greater of your current Benefit Payment (\$4,000) and 4% of the final Contract Value on the Contract Anniversary (\$159,350).

The Benefit Payment Remaining is updated to \$6,374, which is the Benefit Payment on the Contract Anniversary.

Note: The Benefit Payment remains \$6,374 until you turn age 60 (as long as the Contract Values on any of the prior Contract Anniversaries have not caused any of the guarantees under the Option to be updated). At that point, if no withdrawals have been taken, your Benefit Payment and Benefit Payment Remaining are updated to  $5\% \times$  current Benefit Base  $(\$7,967.50 = 5\% \times \$159,350)$ , assuming your Benefit Base is still \$159,350).

Example 9: Assume Example 8 is continued, no withdrawals or purchase payments are applied during the second Contract Year and on the second Contract Anniversary the Contract Value prior to deduction of annual fees is \$60,000.

The SureIncome For Life Option Fee is \$1,035.78, which is  $0.65\% \times$  the Benefit Base (\$159,350) prior to updating for the Benefit Base based on the Contract Value on the Contract Anniversary.

The final Contract Value is \$58,964.22, which the Contract Value on the Contract Anniversary after deduction of annual fees (assume SureIncome For Life Option Fee is the only annual fee applicable).

The Benefit Base is remains \$159,350, which is the greater of your current Benefit Base (\$159,350) and the final Contract Value on the Contract Anniversary (\$58,964.22).

The SureIncome ROP Death Benefit remains \$100,000.

The Benefit Payment is remains \$6,374, which is the greater of your current Benefit Payment \$6,374 and 4% X the final Contract Value on the Contract Anniversary (\$58,964.22).

The Benefit Payment Remaining is updated to \$6,374, which is the Benefit Payment on the Contract Anniversary.

Appendix K - Accumulation Unit Values

Appendix K presents the Accumulation Unit Values and number of Accumulation Units outstanding for each Variable Sub-Account since the Variable Sub-Accounts were first offered under the Contracts. This Appendix includes Accumulation Unit Values representing the highest and lowest available combinations of Contract charges that affect Accumulation Unit Values for each Contract. The Statement of Additional Information, which is available upon request without charge, contains the Accumulation Unit Values for all other available combinations of Contract charges that affect Accumulation Unit Values for each Contract. Please contact us at 1-800-457-7617 to obtain a copy of the Statement of Additional Information.

The names of the following Sub-Accounts changed since December 31, 2008. The names shown in the tables of Accumulation Units correspond to the name of the Sub-Account as of December 31, 2007:

Sub-Account Name as of December 31, 2008 (as appears in the following tables of Accumulation Unit Values)	Sub-Account Name as of May 1, 2009
FTVIP Mutual Discovery Securities Fund - Class 2	FTVIP Mutual Global Discovery Securities Fund - Class 2
FTVIP Templeton Global Income Securities Fund - Class 2	FTVIP Templeton Global Bond Securities Fund - Class 2
Putnam VT Health Sciences Fund - Class IB	Putnam VT Global Health Care Fund - Class IB
Putnam VT Utilities Growth and Income Fund - Class IB	Putnam VT Global Utilities Fund - Class IB

On February 13, 2009, the Putnam VT New Value Fund - Class IB reorganized into the Putnam VT Equity Income Fund - Class IB. As a result, the Putnam VT New Value Fund - Class IB Sub-Account is no longer available for investment. However, accumulation unit values for the Sub-Account are included in the tables below because the Sub-Account was available as of December 31, 2008.

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Contracts--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.1

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Fidelity VIP Contrafund Portfolio--Service Class 2	2006	\$10.000	\$10.291	516,451
	2007	\$10.291	\$11.915	1,004,070
	2008	\$11.915	\$6.740	1,144,313
-----				
Fidelity VIP Freedom 2010 Portfolio--Service Class 2	2006	\$10.000	\$10.483	24,455
	2007	\$10.483	\$11.218	70,102
	2008	\$11.218	\$8.287	116,207
-----				
Fidelity VIP Freedom 2020 Portfolio--Service Class 2	2006	\$10.000	\$10.513	54,334
	2007	\$10.513	\$11.411	128,871
	2008	\$11.411	\$7.569	140,536
-----				
Fidelity VIP Freedom 2030 Portfolio--Service Class 2	2006	\$10.000	\$10.522	14,031
	2007	\$10.522	\$11.536	28,063
	2008	\$11.536	\$7.040	56,210
-----				
Fidelity VIP Freedom Income Portfolio--Service Class 2	2006	\$10.000	\$10.373	16,899
	2007	\$10.373	\$10.845	48,727
	2008	\$10.845	\$9.559	65,357
-----				
Fidelity VIP Growth Stock Portfolio--Service Class 2	2006	\$10.000	\$9.766	19,226
	2007	\$9.766	\$11.790	53,608
	2008	\$11.790	\$6.427	72,235
-----				
Fidelity VIP Index 500 Portfolio--Service Class 2	2006	\$10.000	\$10.846	45,567
	2007	\$10.846	\$11.260	270,300
	2008	\$11.260	\$6.985	264,109



ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Contracts--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.1

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Fidelity VIP Mid Cap Portfolio--Service Class 2	2006	\$10.000	\$9.899	102,347
	2007	\$9.899	\$11.269	251,766
	2008	\$11.269	\$6.718	256,868
-----				
FTVIP Franklin Growth and Income Securities Fund--Class 2	2002	\$10.000	\$10.860	4,339
	2003	\$10.860	\$13.475	576,019
	2004	\$13.475	\$14.713	1,237,251
	2005	\$14.713	\$15.034	1,509,644
	2006	\$15.034	\$17.328	1,376,859
	2007	\$17.328	\$16.469	1,236,047
	2008	\$16.469	\$10.543	1,065,952
-----				
FTVIP Franklin Income Securities Fund--Class 2	2004	\$10.000	\$11.263	550,454
	2005	\$11.263	\$11.297	2,186,987
	2006	\$11.297	\$13.185	3,300,784
	2007	\$13.185	\$13.503	4,027,508
	2008	\$13.503	\$9.376	3,310,458
-----				
FTVIP Franklin Large Cap Growth Securities Fund--Class 2	2004	\$10.000	\$10.533	43,535
	2005	\$10.533	\$10.508	812,179
	2006	\$10.508	\$11.503	1,735,490
	2007	\$11.503	\$12.061	2,114,492
	2008	\$12.061	\$7.795	1,887,340
-----				
FTVIP Franklin Small-Mid Cap Growth Securities Fund--Class 2 (1)	2002	\$10.000	\$11.545	882
	2003	\$11.545	\$15.641	21,349
	2004	\$15.641	\$17.211	21,824
	2005	\$17.211	\$17.803	21,130
	2006	\$17.803	\$19.101	20,318
	2007	\$19.101	\$20.973	17,140
	2008	\$20.973	\$11.904	19,245
-----				
FTVIP Franklin Small Cap Value Securities Fund--Class 2	2002	\$10.000	\$11.235	2,864
	2003	\$11.235	\$14.653	211,298
	2004	\$14.653	\$17.899	454,938
	2005	\$17.899	\$19.217	704,731
	2006	\$19.217	\$22.191	787,501
	2007	\$22.191	\$21.382	728,134
	2008	\$21.382	\$14.137	614,342
-----				
FTVIP Franklin U.S. Government Fund--Class 2	2004	\$10.000	\$10.274	268,158
	2005	\$10.274	\$10.385	454,107
	2006	\$10.385	\$10.664	553,564
	2007	\$10.664	\$11.221	643,995
	2008	\$11.221	\$11.917	756,472

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Contracts--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.1

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
FTVIP Mutual Discovery Securities Fund--Class 2	2006	\$10.000	\$11.041	179,990
	2007	\$11.041	\$12.189	443,786
	2008	\$12.189	\$8.608	486,057
-----				
FTVIP Mutual Shares Securities Fund--Class 2	2002	\$10.000	\$10.333	6,303
	2003	\$10.333	\$12.765	442,689
	2004	\$12.765	\$14.192	1,161,162
	2005	\$14.192	\$15.488	1,757,967
	2006	\$15.488	\$18.099	2,186,968
	2007	\$18.099	\$18.486	2,266,150
	2008	\$18.486	\$11.476	1,861,389
-----				
FTVIP Templeton Developing Markets Securities Fund--Class 2	2002	\$10.000	\$11.243	112
	2003	\$11.243	\$16.979	43,987
	2004	\$16.979	\$20.902	127,960
	2005	\$20.902	\$26.292	215,039
	2006	\$26.292	\$33.244	254,473
	2007	\$33.244	\$42.259	259,442
	2008	\$42.259	\$19.728	230,730
-----				
FTVIP Templeton Foreign Securities Fund--Class 2	2002	\$10.000	\$10.484	1,995
	2003	\$10.484	\$13.683	141,338
	2004	\$13.683	\$16.009	352,761
	2005	\$16.009	\$17.410	841,251
	2006	\$17.410	\$20.872	1,384,661
	2007	\$20.872	\$23.785	1,600,147
	2008	\$23.785	\$13.998	1,393,105
-----				
FTVIP Templeton Global Income Securities Fund--Class 2 (1)	2002	\$10.000	\$10.730	1,065
	2003	\$10.730	\$12.969	27,419
	2004	\$12.969	\$14.688	28,702
	2005	\$14.688	\$14.052	29,443
	2006	\$14.052	\$15.643	24,121
	2007	\$15.643	\$17.139	24,104
	2008	\$17.139	\$17.968	21,379
-----				
Lord Abbett Series Fund--All Value Portfolio	2004	\$10.000	\$10.920	15,276
	2005	\$10.920	\$11.529	148,760
	2006	\$11.529	\$13.047	258,059
	2007	\$13.047	\$13.743	281,424
	2008	\$13.743	\$9.676	252,224
-----				
Lord Abbett Series Fund--Bond-Debenture Portfolio	2004	\$10.000	\$10.370	81,198
	2005	\$10.370	\$10.371	533,540
	2006	\$10.371	\$11.192	959,024
	2007	\$11.192	\$11.731	1,203,223
	2008	\$11.731	\$9.549	982,893



ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Contracts--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.1

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Lord Abbett Series Fund--Growth and Income Portfolio	2004	\$10.000	\$10.904	142,509
	2005	\$10.904	\$11.114	674,689
	2006	\$11.114	\$12.866	977,874
	2007	\$12.866	\$13.135	1,131,948
	2008	\$13.135	\$8.243	923,149
-----				
Lord Abbett Series Fund--Growth Opportunities Portfolio	2004	\$10.000	\$11.153	16,581
	2005	\$11.153	\$11.518	103,190
	2006	\$11.518	\$12.268	307,914
	2007	\$12.268	\$14.685	401,093
	2008	\$14.685	\$8.952	360,805
-----				
Lord Abbett Series Fund--Mid-Cap Value Portfolio	2004	\$10.000	\$11.136	136,025
	2005	\$11.136	\$11.896	867,902
	2006	\$11.896	\$13.179	1,058,446
	2007	\$13.179	\$13.084	1,096,947
	2008	\$13.084	\$7.832	921,170
-----				
Oppenheimer MidCap Fund/VA--Service Shares	2002	\$10.000	\$10.069	1,697
	2003	\$10.069	\$12.468	147,767
	2004	\$12.468	\$14.698	230,665
	2005	\$14.698	\$16.248	310,149
	2006	\$16.248	\$16.472	334,836
	2007	\$16.472	\$17.240	269,795
	2008	\$17.240	\$8.643	234,531
-----				
Oppenheimer Balanced Fund/VA--Service Shares	2002	\$10.000	\$10.706	2,115
	2003	\$10.706	\$13.176	259,159
	2004	\$13.176	\$14.280	562,275
	2005	\$14.280	\$14.614	694,753
	2006	\$14.614	\$15.992	687,270
	2007	\$15.992	\$16.335	626,947
	2008	\$16.335	\$9.092	534,080
-----				
Oppenheimer Core Bond Fund/VA--Service Shares	2004	\$10.000	\$10.118	16,015
	2005	\$10.118	\$10.221	198,046
	2006	\$10.221	\$10.587	1,022,486
	2007	\$10.587	\$10.877	1,758,893
	2008	\$10.877	\$6.541	1,767,178
-----				
Oppenheimer Capital Appreciation Fund/VA--Service Shares	2003	\$10.000	\$12.323	250,178
	2004	\$12.323	\$12.968	723,531
	2005	\$12.968	\$13.424	1,303,079
	2006	\$13.424	\$14.269	1,418,096
	2007	\$14.269	\$16.036	1,252,093
	2008	\$16.036	\$8.601	1,194,919

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Contracts--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.1

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Oppenheimer Global Securities Fund/VA--Service Shares	2002	\$10.000	\$10.157	45
	2003	\$10.157	\$14.323	200,904
	2004	\$14.323	\$16.808	384,682
	2005	\$16.808	\$18.924	533,061
	2006	\$18.924	\$21.924	560,411
	2007	\$21.924	\$22.956	551,050
	2008	\$22.956	\$13.521	457,046
-----				
Oppenheimer High Income Fund/VA--Service Shares	2002	\$10.000	\$10.670	1,293
	2003	\$10.670	\$13.039	199,763
	2004	\$13.039	\$13.995	512,385
	2005	\$13.995	\$14.092	642,887
	2006	\$14.092	\$15.194	651,221
	2007	\$15.194	\$14.926	646,720
	2008	\$14.926	\$3.157	1,119,834
-----				
Oppenheimer Main Street Fund/VA--Service Shares	2002	\$10.000	\$10.186	4,827
	2003	\$10.186	\$12.713	432,829
	2004	\$12.713	\$13.696	752,941
	2005	\$13.696	\$14.296	1,271,750
	2006	\$14.296	\$16.195	1,689,212
	2007	\$16.195	\$16.649	1,682,353
	2008	\$16.649	\$10.086	1,583,489
-----				
Oppenheimer Main Street Small Cap Fund/VA--Service Shares	2002	\$10.000	\$10.363	944
	2003	\$10.363	\$14.755	156,683
	2004	\$14.755	\$17.358	294,993
	2005	\$17.358	\$18.799	490,871
	2006	\$18.799	\$21.278	570,415
	2007	\$21.278	\$20.709	531,717
	2008	\$20.709	\$12.673	481,521
-----				
Oppenheimer Strategic Bond Fund/VA--Service Shares	2002	\$10.000	\$10.560	10,218
	2003	\$10.560	\$12.213	432,449
	2004	\$12.213	\$13.072	1,265,037
	2005	\$13.072	\$13.224	2,210,765
	2006	\$13.224	\$13.998	2,542,348
	2007	\$13.998	\$15.136	2,521,268
	2008	\$15.136	\$12.777	2,111,548
-----				
Putnam VT Global Asset Allocation Fund--Class IB	2002	\$10.000	\$10.397	46
	2003	\$10.397	\$12.510	27,406
	2004	\$12.510	\$13.473	100,508
	2005	\$13.473	\$14.227	225,972
	2006	\$14.227	\$15.850	289,761
	2007	\$15.850	\$16.104	302,756
	2008	\$16.104	\$10.599	251,413

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Contracts--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.1

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Putnam VT Growth and Income Fund--Class IB				
	2002	\$10.000	\$10.807	10,128
	2003	\$10.807	\$13.589	581,918
	2004	\$13.589	\$14.904	872,350
	2005	\$14.904	\$15.482	894,861
	2006	\$15.482	\$17.714	859,159
	2007	\$17.714	\$16.428	786,066
	2008	\$16.428	\$9.941	664,580
-----				
Putnam VT Health Sciences Fund--Class IB (2)				
	2002	\$10.000	\$9.732	4,020
	2003	\$9.732	\$11.373	87,288
	2004	\$11.373	\$12.026	143,322
	2005	\$12.026	\$13.438	121,045
	2006	\$13.438	\$13.636	106,651
	2007	\$13.636	\$13.378	90,746
	2008	\$13.378	\$10.951	75,485
-----				
Putnam VT High Yield Fund--Class IB				
	2002	\$10.000	\$10.750	2,077
	2003	\$10.750	\$13.428	238,535
	2004	\$13.428	\$14.652	421,723
	2005	\$14.652	\$14.911	615,143
	2006	\$14.911	\$16.269	729,961
	2007	\$16.269	\$16.506	684,787
	2008	\$16.506	\$12.046	602,387
-----				
Putnam VT Income Fund--Class IB				
	2002	\$10.000	\$10.194	10,364
	2003	\$10.194	\$10.507	486,154
	2004	\$10.507	\$10.832	887,522
	2005	\$10.832	\$10.945	1,526,481
	2006	\$10.945	\$11.292	2,193,099
	2007	\$11.292	\$11.728	2,340,081
	2008	\$11.728	\$8.807	1,903,327
-----				
Putnam VT International Equity Fund--Class IB				
	2002	\$10.000	\$10.613	3,753
	2003	\$10.613	\$13.465	172,681
	2004	\$13.465	\$15.444	250,483
	2005	\$15.444	\$17.105	336,711
	2006	\$17.105	\$21.566	486,115
	2007	\$21.566	\$23.067	661,099
	2008	\$23.067	\$12.762	606,992
-----				
Putnam VT Investors Fund--Class IB				
	2002	\$10.000	\$10.416	3,968
	2003	\$10.416	\$13.072	94,549
	2004	\$13.072	\$14.535	111,067
	2005	\$14.535	\$15.611	170,882
	2006	\$15.611	\$17.558	226,431
	2007	\$17.558	\$16.435	231,530
	2008	\$16.435	\$9.807	198,173

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Contracts--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.1

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Putnam VT Money Market Fund--Class IB	2002	\$10.000	\$9.993	5,773
	2003	\$9.993	\$9.914	239,378
	2004	\$9.914	\$9.851	611,958
	2005	\$9.851	\$9.970	1,639,066
	2006	\$9.970	\$10.274	3,059,102
	2007	\$10.274	\$10.626	2,741,531
	2008	\$10.626	\$10.759	2,353,459
-----				
Putnam VT New Opportunities Fund--Class IB (2)	2002	\$10.000	\$10.388	2,917
	2003	\$10.388	\$13.580	115,558
	2004	\$13.580	\$14.787	110,548
	2005	\$14.787	\$16.056	99,940
	2006	\$16.056	\$17.206	86,751
	2007	\$17.206	\$17.958	73,981
	2008	\$17.958	\$10.858	54,204
-----				
Putnam VT New Value Fund--Class IB	2002	\$10.000	\$11.214	114
	2003	\$11.214	\$14.664	77,578
	2004	\$14.664	\$16.708	251,024
	2005	\$16.708	\$17.465	540,431
	2006	\$17.465	\$20.001	692,321
	2007	\$20.001	\$18.777	765,754
	2008	\$18.777	\$10.239	738,975
-----				
Putnam VT Research Fund--Class IB (2)	2002	\$10.000	\$10.651	5
	2003	\$10.651	\$13.177	56,293
	2004	\$13.177	\$13.990	84,821
	2005	\$13.990	\$14.502	82,817
	2006	\$14.502	\$15.935	78,283
	2007	\$15.935	\$15.817	64,794
	2008	\$15.817	\$9.594	55,482
-----				
Putnam VT The George Putnam Fund of Boston--Class IB	2002	\$10.000	\$10.524	6,824
	2003	\$10.524	\$12.158	384,959
	2004	\$12.158	\$12.986	698,080
	2005	\$12.986	\$13.332	897,148
	2006	\$13.332	\$14.729	1,002,203
	2007	\$14.729	\$14.677	940,566
	2008	\$14.677	\$8.588	845,676
-----				
Putnam VT Utilities Growth and Income Fund--Class IB (2)	2002	\$10.000	\$11.480	377
	2003	\$11.480	\$14.145	50,148
	2004	\$14.145	\$16.978	84,872
	2005	\$16.978	\$18.197	74,344
	2006	\$18.197	\$22.819	58,275
	2007	\$22.819	\$27.015	46,926
	2008	\$27.015	\$18.535	34,349

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Contracts--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.1

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Putnam VT Vista Fund--Class IB	2002	\$10.000	\$10.381	2,612
	2003	\$10.381	\$13.646	97,780
	2004	\$13.646	\$15.976	138,680
	2005	\$15.976	\$17.687	165,471
	2006	\$17.687	\$18.411	161,338
	2007	\$18.411	\$18.865	145,788
	2008	\$18.865	\$10.140	122,422
-----				
Putnam VT Voyager Fund--Class IB	2002	\$10.000	\$10.118	8,458
	2003	\$10.118	\$12.475	496,984
	2004	\$12.475	\$12.934	797,854
	2005	\$12.934	\$13.494	889,274
	2006	\$13.494	\$14.045	777,631
	2007	\$14.045	\$14.628	651,974
	2008	\$14.628	\$9.092	538,276
-----				
Van Kampen LIT Mid Cap Growth Portfolio, Class II (3)	2004	\$10.000	\$11.153	148,068
	2005	\$11.153	\$12.233	145,429
	2006	\$12.233	\$12.670	126,259
	2007	\$12.670	\$14.706	101,130
	2008	\$14.706	\$7.718	83,765
-----				
Van Kampen LIT Comstock Portfolio, Class II	2004	\$10.000	\$11.366	214,722
	2005	\$11.366	\$11.681	1,023,815
	2006	\$11.681	\$13.381	1,184,603
	2007	\$13.381	\$12.900	1,155,302
	2008	\$12.900	\$8.175	1,015,402
-----				
Van Kampen LIT Capital Growth Portfolio, Class II	2002	\$10.000	\$9.418	62
	2003	\$9.418	\$11.811	128,295
	2004	\$11.811	\$12.448	253,189
	2005	\$12.448	\$13.227	318,205
	2006	\$13.227	\$13.399	325,314
	2007	\$13.399	\$15.427	267,235
	2008	\$15.427	\$7.749	254,421
-----				
Van Kampen LIT Growth and Income Portfolio, Class II	2002	\$10.000	\$10.662	3,897
	2003	\$10.662	\$13.437	400,708
	2004	\$13.437	\$15.137	755,669
	2005	\$15.137	\$16.394	1,052,880
	2006	\$16.394	\$18.769	1,148,378
	2007	\$18.769	\$18.993	1,130,145
	2008	\$18.993	\$12.709	959,755

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Contracts--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.1

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Van Kampen LIT Money Market Portfolio, Class II				
	2003	\$10.000	\$10.000	0
	2004	\$10.000	\$9.925	437,391
	2005	\$9.925	\$10.036	679,120
	2006	\$10.036	\$10.319	805,399
	2007	\$10.319	\$10.640	838,651
	2008	\$10.640	\$10.690	865,848
-----				
UIF Emerging Markets Debt Portfolio, Class II (4)				
	2002	\$10.000	\$11.069	33
	2003	\$11.069	\$13.960	23,912
	2004	\$13.960	\$15.169	159,393
	2005	\$15.169	\$16.791	269,922
	2006	\$16.791	\$18.365	347,798
	2007	\$18.365	\$19.286	364,955
	2008	\$19.286	\$16.185	298,917
-----				
UIF Equity and Income Portfolio, Class II (4)				
	2004	\$10.000	\$10.989	202,603
	2005	\$10.989	\$11.648	888,555
	2006	\$11.648	\$12.945	950,381
	2007	\$12.945	\$13.206	1,069,714
	2008	\$13.206	\$10.079	932,139
-----				
UIF Capital Growth Portfolio, Class I (4)(5)				
	2004	\$10.000	\$10.785	242,720
	2005	\$10.785	\$12.319	220,659
	2006	\$12.319	\$12.660	194,105
	2007	\$12.660	\$15.233	144,366
	2008	\$15.233	\$7.640	148,384
-----				
UIF Capital Growth Portfolio, Class II (4)(5)				
	2004	\$10.000	\$10.760	76,401
	2005	\$10.760	\$12.265	144,014
	2006	\$12.265	\$12.569	151,518
	2007	\$12.569	\$15.094	140,241
	2008	\$15.094	\$7.547	137,100
-----				
UIF Global Franchise Portfolio, Class II (4)				
	2003	\$10.000	\$10.000	0
	2004	\$10.000	\$11.131	130,721
	2005	\$11.131	\$12.304	391,691
	2006	\$12.304	\$14.758	650,901
	2007	\$14.758	\$15.992	703,140
	2008	\$15.992	\$11.217	598,573
-----				
UIF U.S. Mid Cap Growth Portfolio, Class II (4)				
	2006	\$10.000	\$9.853	356,563
	2007	\$9.853	\$11.924	563,913
	2008	\$11.924	\$6.260	598,655

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Contracts--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.1

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
UIF Small Company Growth Portfolio, Class II (4)	2003	\$10.000	\$13.621	49,008
	2004	\$13.621	\$15.993	76,697
	2005	\$15.993	\$17.821	119,544
	2006	\$17.821	\$19.674	125,802
	2007	\$19.674	\$19.994	118,154
	2008	\$19.994	\$11.755	110,064
-----				
UIF U.S. Mid Cap Value Portfolio, Class I (4)(5)	2004	\$10.000	\$11.330	226,309
	2005	\$11.330	\$12.560	209,221
	2006	\$12.560	\$14.965	194,883
	2007	\$14.965	\$15.930	208,857
	2008	\$15.930	\$9.232	177,447
-----				
UIF U.S. Mid Cap Value Portfolio, Class II (4)(5)	2004	\$10.000	\$11.323	123,762
	2005	\$11.323	\$12.535	227,659
	2006	\$12.535	\$14.926	352,246
	2007	\$14.926	\$15.873	433,653
	2008	\$15.873	\$9.178	417,880
-----				
UIF U.S. Real Estate Portfolio, Class II (4)	2002	\$10.000	\$10.710	4,083
	2003	\$10.710	\$14.601	143,509
	2004	\$14.601	\$19.611	7,395
	2005	\$19.611	\$22.602	584,676
	2006	\$22.602	\$30.715	637,273
	2007	\$30.715	\$25.080	650,191
	2008	\$25.080	\$15.335	623,745

\* The Allstate Advisor Contracts were first offered on October 14, 2002. All of the Variable Sub-Accounts shown above were first offered under the Contracts on October 14, 2002, except for the Oppenheimer Capital Appreciation/VA--Service Shares Sub-Account and UIF Small Company Growth, Class II Sub-Accounts which were first offered under the Contracts on May 1, 2003, the Van Kampen LIT Money Market, Class II Sub-Account and UIF Global Franchise, Class II Sub-Accounts, which were first offered under the Contracts on December 31, 2003, and the FTVIP Franklin Income Securities--Class 2 Sub-Account, FTVIP Franklin U.S. Government--Class 2 Sub-Account, Van Kampen LIT Aggressive Growth, Class II Sub-Account, Van Kampen LIT Comstock, Class II Sub-Account, UIF Equity and Income, Class II Sub-Account, UIF Capital Growth, Class I Sub-Account and UIF Capital Growth, Class II Sub-Account, and UIF U.S. Mid Cap Value, Class I Sub-Account and UIF U.S. Mid Cap Value, Class II Sub-Accounts, which were first offered under the Contracts on May 1, 2004 and the FTVIP Franklin Large Cap Growth Securities--Class 2 Sub-Account, Lord Abbett Series Fund--All Value Portfolio, Lord Abbett Series Fund--Bond-Debenture Portfolio, Lord Abbett Series Fund--Growth and Income Portfolio, Lord Abbett Series Fund--Growth Opportunities Portfolio, Lord Abbett Series Fund--Mid-Cap Value Portfolio and Oppenheimer Core Bond/VA--Service Shares Sub-Account which were first offered with the Contracts on October 1, 2004, and the Fidelity VIP Contrafund--Service Class 2 Sub-Account, Fidelity VIP Freedom 2010--Service Class 2 Sub-Account, Fidelity VIP Freedom 2020--Service Class 2 Sub-Account, Fidelity VIP Freedom 2030--Service Class 2 Sub-Account, Fidelity VIP Freedom Income--Service Class 2 Sub-Account, Fidelity VIP Growth Stock--Service Class 2 Sub-Account, Fidelity VIP Index 500--Service Class 2 Sub-Account, Fidelity VIP Mid Cap--Service Class 2 Sub-Account, FTVIP Mutual Discovery Securities--Class 2 Sub-Account and UIF U.S. Mid Cap Growth, Class II Sub-Account, which were first offered under the Contracts on May 1, 2006. The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 1.10% and an administrative expense charge of 0.19%.

(1) Effective May 1, 2003, the FTVIP Franklin Small-Mid Cap Growth Securities--Class 2 Sub-Account and the FTVIP Templeton Global Income Securities--Class 2 Sub-Accounts are no longer available for new investments. If you are currently invested in the Variable Sub-Accounts that invest in these Portfolios you may continue your investment. If, prior to May 1, 2003, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.





ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.1

- (2) Effective October 1, 2004, the Putnam VT Health Sciences--Class IB Sub-Account, Putnam VT New Opportunities--Class IB Sub-Account, Putnam VT Research--Class IB Sub-Account and the Putnam VT Utilities Growth and Income--Class IB Sub-Accounts are no longer available for new investments. If you are currently invested in the Variable Sub-Accounts that invest in these Portfolios you may continue your investment. If, prior to October 1, 2004, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.
- (3) Effective May 1, 2006 the Van Kampen LIT Aggressive Growth Portfolio, Class II is no longer available for new investments. If you are currently invested in the Variable Sub-Account that invests in this Portfolio you may continue your investment. If, prior to May 1, 2006, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into the Variable Sub-Account in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.
- (4) Morgan Stanley Investment Management Inc., the adviser to the UIF Portfolios, does business in certain instances using the name Van Kampen.
- (5) The Variable Sub-Accounts that invest in the UIF Capital Growth Portfolio, Class II Sub-Account and the UIF U.S. Mid Cap Value Portfolio, Class II Sub-Account are offered with Contracts issued on or after May 1, 2004. Contract Owners of Contracts issued prior to May 1, 2004 may only invest in the Variable Sub-Accounts that invest in the UIF Capital Growth Portfolio, Class I Sub-Account and the UIF U.S. Mid Cap Value Portfolio, Class I Sub-Account.

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Contracts--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual Increase) Option, both added on or after May 1, 2003, and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.0

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Fidelity VIP Contrafund Portfolio--Service Class 2	2006	\$10.000	\$10.228	0
	2007	\$10.228	\$11.733	0
	2008	\$11.733	\$6.577	1,365
-----				
Fidelity VIP Freedom 2010 Portfolio--Service Class 2	2006	\$10.000	\$10.419	0
	2007	\$10.419	\$11.048	0
	2008	\$11.048	\$8.086	0
-----				
Fidelity VIP Freedom 2020 Portfolio--Service Class 2	2006	\$10.000	\$10.448	0
	2007	\$10.448	\$11.237	0
	2008	\$11.237	\$7.385	0
-----				
Fidelity VIP Freedom 2030 Portfolio--Service Class 2	2006	\$10.000	\$10.457	0
	2007	\$10.457	\$11.360	0
	2008	\$11.360	\$6.870	0
-----				
Fidelity VIP Freedom Income Portfolio--Service Class 2	2006	\$10.000	\$10.310	0
	2007	\$10.310	\$10.679	0
	2008	\$10.679	\$9.327	0
-----				
Fidelity VIP Growth Stock Portfolio--Service Class 2	2006	\$10.000	\$9.706	0
	2007	\$9.706	\$11.610	0
	2008	\$11.610	\$6.271	0
-----				
Fidelity VIP Index 500 Portfolio--Service Class 2	2006	\$10.000	\$10.779	0
	2007	\$10.779	\$11.088	0
	2008	\$11.088	\$6.815	1,208
-----				
Fidelity VIP Mid Cap Portfolio--Service Class 2	2006	\$10.000	\$9.838	709
	2007	\$9.838	\$11.097	0
	2008	\$11.097	\$6.555	109
-----				
FTVIP Franklin Growth and Income Securities Fund--Class 2	2003	\$10.698	\$13.341	3,763
	2004	\$13.341	\$14.434	5,784
	2005	\$14.434	\$14.615	5,058
	2006	\$14.615	\$16.691	4,637
	2007	\$16.691	\$15.718	4,538
	2008	\$15.718	\$9.971	3,695
-----				
FTVIP Franklin Income Securities Fund--Class 2	2004	\$10.000	\$11.194	119
	2005	\$11.194	\$11.126	1,886
	2006	\$11.126	\$12.868	1,638
	2007	\$12.868	\$13.057	1,622
	2008	\$13.057	\$8.984	7,209

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Contracts--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual Increase) Option, both added on or after May 1, 2003, and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.0

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
FTVIP Franklin Large Cap Growth Securities Fund--Class 2	2004	\$10.000	\$10.509	60
	2005	\$10.509	\$10.389	1,272
	2006	\$10.389	\$11.269	1,792
	2007	\$11.269	\$11.708	1,763
	2008	\$11.708	\$7.497	2,046
-----				
FTVIP Franklin Small-Mid Cap Growth Securities Fund--Class 2 (1)	2003	\$11.821	\$15.485	0
	2004	\$15.485	\$16.884	0
	2005	\$16.884	\$17.306	0
	2006	\$17.306	\$18.400	0
	2007	\$18.400	\$20.018	0
	2008	\$20.018	\$11.258	0
-----				
FTVIP Franklin Small Cap Value Securities Fund--Class 2	2003	\$11.039	\$14.507	7,052
	2004	\$14.507	\$17.559	4,525
	2005	\$17.559	\$18.682	3,877
	2006	\$18.682	\$21.377	3,743
	2007	\$21.377	\$20.408	3,681
	2008	\$20.408	\$13.370	1,603
-----				
FTVIP Franklin U.S. Government Fund--Class 2	2004	\$10.000	\$10.211	518
	2005	\$10.211	\$10.228	1,905
	2006	\$10.228	\$10.406	1,858
	2007	\$10.406	\$10.850	1,879
	2008	\$10.850	\$11.418	3,303
-----				
FTVIP Mutual Discovery Securities Fund--Class 2	2006	\$10.000	\$10.974	0
	2007	\$10.974	\$12.004	0
	2008	\$12.004	\$8.400	950
-----				
FTVIP Mutual Shares Securities Fund--Class 2	2003	\$10.599	\$12.638	12,747
	2004	\$12.638	\$13.923	12,480
	2005	\$13.923	\$15.057	13,367
	2006	\$15.057	\$17.435	12,578
	2007	\$17.435	\$17.644	12,151
	2008	\$17.644	\$10.853	4,560
-----				
FTVIP Templeton Developing Markets Securities Fund--Class 2	2003	\$11.674	\$16.810	0
	2004	\$16.810	\$20.505	0
	2005	\$20.505	\$25.559	282
	2006	\$25.559	\$32.024	282
	2007	\$32.024	\$40.334	281
	2008	\$40.334	\$18.657	783

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Contracts--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual Increase) Option, both added on or after May 1, 2003, and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.0

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
FTVIP Templeton Foreign Securities Fund--Class 2	2003	\$10.377	\$13.547	285
	2004	\$13.547	\$15.705	580
	2005	\$15.705	\$16.925	1,448
	2006	\$16.925	\$20.105	1,415
	2007	\$20.105	\$22.702	1,379
	2008	\$22.702	\$13.239	1,360
-----				
FTVIP Templeton Global Income Securities Fund--Class 2 (1)	2003	\$11.583	\$12.839	0
	2004	\$12.839	\$14.409	0
	2005	\$14.409	\$13.660	0
	2006	\$13.660	\$15.069	0
	2007	\$15.069	\$16.358	0
	2008	\$16.358	\$16.993	0
-----				
Lord Abbett Series Fund--All Value Portfolio	2004	\$10.000	\$10.895	58
	2005	\$10.895	\$11.398	692
	2006	\$11.398	\$12.782	693
	2007	\$12.782	\$13.341	673
	2008	\$13.341	\$9.307	729
-----				
Lord Abbett Series Fund--Bond-Debenture Portfolio	2004	\$10.000	\$10.347	0
	2005	\$10.347	\$10.253	260
	2006	\$10.253	\$10.965	516
	2007	\$10.965	\$11.387	513
	2008	\$11.387	\$9.184	1,345
-----				
Lord Abbett Series Fund--Growth and Income Portfolio	2004	\$10.000	\$10.880	1,259
	2005	\$10.880	\$10.988	1,565
	2006	\$10.988	\$12.604	1,490
	2007	\$12.604	\$12.750	2,366
	2008	\$12.750	\$7.928	2,290
-----				
Lord Abbett Series Fund--Growth Opportunities Portfolio	2004	\$10.000	\$11.127	0
	2005	\$11.127	\$11.388	27
	2006	\$11.388	\$12.018	0
	2007	\$12.018	\$14.255	603
	2008	\$14.255	\$8.610	593
-----				
Lord Abbett Series Fund--Mid-Cap Value Portfolio	2004	\$10.000	\$11.110	1,275
	2005	\$11.110	\$11.761	1,271
	2006	\$11.761	\$12.912	1,298
	2007	\$12.912	\$12.701	1,209
	2008	\$12.701	\$7.533	138

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Contracts--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual Increase) Option, both added on or after May 1, 2003, and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.0

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Oppenheimer MidCap Fund/VA--Service Shares	2003	\$10.337	\$12.344	678
	2004	\$12.344	\$14.419	677
	2005	\$14.419	\$15.795	834
	2006	\$15.795	\$15.867	832
	2007	\$15.867	\$16.455	831
	2008	\$16.455	\$8.174	829
-----				
Oppenheimer Balanced Fund/VA--Service Shares	2003	\$11.104	\$13.045	973
	2004	\$13.045	\$14.009	3,172
	2005	\$14.009	\$14.206	3,195
	2006	\$14.206	\$15.405	3,150
	2007	\$15.405	\$15.591	3,216
	2008	\$15.591	\$8.598	3,352
-----				
Oppenheimer Core Bond Fund/VA--Service Shares	2004	\$10.000	\$10.095	0
	2005	\$10.095	\$10.105	0
	2006	\$10.105	\$10.371	0
	2007	\$10.371	\$10.558	0
	2008	\$10.558	\$6.291	0
-----				
Oppenheimer Capital Appreciation Fund/VA--Service Shares	2003	\$10.000	\$12.248	33
	2004	\$12.248	\$12.772	1,597
	2005	\$12.772	\$13.100	838
	2006	\$13.100	\$13.799	978
	2007	\$13.799	\$15.365	957
	2008	\$15.365	\$8.166	703
-----				
Oppenheimer Global Securities Fund/VA--Service Shares	2003	\$10.079	\$14.181	237
	2004	\$14.181	\$16.489	227
	2005	\$16.489	\$18.397	575
	2006	\$18.397	\$21.119	571
	2007	\$21.119	\$21.910	738
	2008	\$21.910	\$12.787	730
-----				
Oppenheimer High Income Fund/VA--Service Shares	2003	\$11.727	\$12.909	1,353
	2004	\$12.909	\$13.729	4,420
	2005	\$13.729	\$13.698	4,804
	2006	\$13.698	\$14.636	4,537
	2007	\$14.636	\$14.246	4,579
	2008	\$14.246	\$2.985	5,281

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Contracts--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual Increase) Option, both added on or after May 1, 2003, and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.0

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Oppenheimer Main Street Fund/VA--Service Shares	2003	\$10.460	\$12.586	2,396
	2004	\$12.586	\$13.437	4,635
	2005	\$13.437	\$13.898	5,645
	2006	\$13.898	\$15.601	5,949
	2007	\$15.601	\$15.890	5,788
	2008	\$15.890	\$9.539	5,841
-----				
Oppenheimer Main Street Small Cap Fund/VA--Service Shares	2003	\$10.710	\$14.608	2,493
	2004	\$14.608	\$17.029	1,308
	2005	\$17.029	\$18.275	1,603
	2006	\$18.275	\$20.496	1,193
	2007	\$20.496	\$19.766	1,204
	2008	\$19.766	\$11.985	1,162
-----				
Oppenheimer Strategic Bond Fund/VA--Service Shares	2003	\$11.243	\$12.091	4,270
	2004	\$12.091	\$12.824	8,589
	2005	\$12.824	\$12.855	10,133
	2006	\$12.855	\$13.484	10,777
	2007	\$13.484	\$14.446	10,148
	2008	\$14.446	\$12.083	7,832
-----				
Putnam VT Global Asset Allocation Fund--Class IB	2003	\$10.748	\$12.385	0
	2004	\$12.385	\$13.218	116
	2005	\$13.218	\$13.831	2,636
	2006	\$13.831	\$15.268	2,800
	2007	\$15.268	\$15.371	2,792
	2008	\$15.371	\$10.024	2,790
-----				
Putnam VT Growth and Income Fund--Class IB	2003	\$10.989	\$13.454	1,648
	2004	\$13.454	\$14.621	1,792
	2005	\$14.621	\$15.050	2,221
	2006	\$15.050	\$17.064	2,310
	2007	\$17.064	\$15.680	2,411
	2008	\$15.680	\$9.401	1,319
-----				
Putnam VT Health Sciences Fund--Class IB (2)	2003	\$10.230	\$11.260	0
	2004	\$11.260	\$11.798	0
	2005	\$11.798	\$13.063	0
	2006	\$13.063	\$13.135	0
	2007	\$13.135	\$12.769	0
	2008	\$12.769	\$10.356	0

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Contracts--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual Increase) Option, both added on or after May 1, 2003, and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.0

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Putnam VT High Yield Fund--Class IB	2003	\$11.861	\$13.294	1,125
	2004	\$13.294	\$14.374	4,411
	2005	\$14.374	\$14.495	3,459
	2006	\$14.495	\$15.671	3,201
	2007	\$15.671	\$15.754	3,211
	2008	\$15.754	\$11.392	1,049
-----				
Putnam VT Income Fund--Class IB	2003	\$10.352	\$10.403	2,859
	2004	\$10.403	\$10.626	10,273
	2005	\$10.626	\$10.639	11,645
	2006	\$10.639	\$10.877	12,594
	2007	\$10.877	\$11.194	12,384
	2008	\$11.194	\$8.329	7,522
-----				
Putnam VT International Equity Fund--Class IB	2003	\$10.571	\$13.331	3,933
	2004	\$13.331	\$15.151	1,561
	2005	\$15.151	\$16.628	1,446
	2006	\$16.628	\$20.774	1,480
	2007	\$20.774	\$22.016	1,750
	2008	\$22.016	\$12.069	750
-----				
Putnam VT Investors Fund--Class IB	2003	\$10.688	\$12.942	417
	2004	\$12.942	\$14.259	3,302
	2005	\$14.259	\$15.176	2,975
	2006	\$15.176	\$16.913	2,889
	2007	\$16.913	\$15.686	2,800
	2008	\$15.686	\$9.274	2,641
-----				
Putnam VT Money Market Fund--Class IB	2003	\$9.933	\$9.815	158
	2004	\$9.815	\$9.664	7,242
	2005	\$9.664	\$9.692	8,142
	2006	\$9.692	\$9.897	9,943
	2007	\$9.897	\$10.142	8,870
	2008	\$10.142	\$10.175	6,205
-----				
Putnam VT New Opportunities Fund--Class IB (2)	2003	\$10.975	\$13.445	196
	2004	\$13.445	\$14.506	489
	2005	\$14.506	\$15.609	82
	2006	\$15.609	\$16.574	80
	2007	\$16.574	\$17.140	76
	2008	\$17.140	\$10.268	0

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Contracts--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual Increase) Option, both added on or after May 1, 2003, and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.0

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Putnam VT New Value Fund--Class IB	2003	\$11.317	\$14.518	107
	2004	\$14.518	\$16.391	948
	2005	\$16.391	\$16.978	905
	2006	\$16.978	\$19.267	1,051
	2007	\$19.267	\$17.922	1,086
	2008	\$17.922	\$9.683	880
-----				
Putnam VT Research Fund--Class IB (2)	2003	\$10.837	\$13.046	124
	2004	\$13.046	\$13.725	580
	2005	\$13.725	\$14.098	619
	2006	\$14.098	\$15.350	639
	2007	\$15.350	\$15.096	661
	2008	\$15.096	\$9.074	563
-----				
Putnam VT The George Putnam Fund of Boston--Class IB	2003	\$10.678	\$12.037	4,283
	2004	\$12.037	\$12.740	5,947
	2005	\$12.740	\$12.960	4,812
	2006	\$12.960	\$14.188	4,957
	2007	\$14.188	\$14.008	5,071
	2008	\$14.008	\$8.122	5,017
-----				
Putnam VT Utilities Growth and Income Fund--Class IB (2)	2003	\$11.642	\$14.004	118
	2004	\$14.004	\$16.656	265
	2005	\$16.656	\$17.690	261
	2006	\$17.690	\$21.981	253
	2007	\$21.981	\$25.785	223
	2008	\$25.785	\$17.530	217
-----				
Putnam VT Vista Fund--Class IB	2003	\$10.794	\$13.510	434
	2004	\$13.510	\$15.673	969
	2005	\$15.673	\$17.194	524
	2006	\$17.194	\$17.735	528
	2007	\$17.735	\$18.005	523
	2008	\$18.005	\$9.590	509
-----				
Putnam VT Voyager Fund--Class IB	2003	\$10.574	\$12.351	5,778
	2004	\$12.351	\$12.688	2,080
	2005	\$12.688	\$13.118	2,864
	2006	\$13.118	\$13.529	3,165
	2007	\$13.529	\$13.961	3,139
	2008	\$13.961	\$8.598	1,766



ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Contracts--PROSPECTUS

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With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual Increase) Option, both added on or after May 1, 2003, and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.0

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Van Kampen LIT Mid Cap Growth Portfolio, Class II (3)	2004	\$10.000	\$11.084	1,694
	2005	\$11.084	\$12.047	1,655
	2006	\$12.047	\$12.364	1,701
	2007	\$12.364	\$14.220	1,542
	2008	\$14.220	\$7.394	1,675
-----				
Van Kampen LIT Comstock Portfolio, Class II	2004	\$10.000	\$11.297	0
	2005	\$11.297	\$11.505	232
	2006	\$11.505	\$13.059	434
	2007	\$13.059	\$12.474	1,335
	2008	\$12.474	\$7.832	1,417
-----				
Van Kampen LIT Capital Growth Portfolio, Class II	2003	\$9.925	\$11.693	1,278
	2004	\$11.693	\$12.212	0
	2005	\$12.212	\$12.858	0
	2006	\$12.858	\$12.907	0
	2007	\$12.907	\$14.724	0
	2008	\$14.724	\$7.328	0
-----				
Van Kampen LIT Growth and Income Portfolio, Class II	2003	\$10.775	\$13.304	1,395
	2004	\$13.304	\$14.850	1,131
	2005	\$14.850	\$15.937	849
	2006	\$15.937	\$18.080	980
	2007	\$18.080	\$18.128	1,006
	2008	\$18.128	\$12.019	1,053
-----				
Van Kampen LIT Money Market Portfolio, Class II	2003	\$10.000	\$10.000	0
	2004	\$10.000	\$9.835	4,172
	2005	\$9.835	\$9.854	3,349
	2006	\$9.854	\$10.040	2,852
	2007	\$10.040	\$10.257	2,651
	2008	\$10.257	\$10.212	2,030
-----				
UIF Emerging Markets Debt Portfolio, Class II (4)	2003	\$12.285	\$13.821	0
	2004	\$13.821	\$14.881	1,477
	2005	\$14.881	\$16.322	1,382
	2006	\$16.322	\$17.691	1,351
	2007	\$17.691	\$18.407	1,247
	2008	\$18.407	\$15.307	1,282
-----				
UIF Equity and Income Portfolio, Class II (4)	2004	\$10.000	\$10.922	0
	2005	\$10.922	\$11.472	222
	2006	\$11.472	\$12.633	0
	2007	\$12.633	\$12.770	0
	2008	\$12.770	\$9.657	188

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Contracts--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual Increase) Option, both added on or after May 1, 2003, and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.0

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
UIF Capital Growth Portfolio, Class I (4)(5)	2004	\$10.000	\$10.719	388
	2005	\$10.719	\$12.133	407
	2006	\$12.133	\$12.355	443
	2007	\$12.355	\$14.730	430
	2008	\$14.730	\$7.320	1,747
-----				
UIF Capital Growth Portfolio, Class II (4)(5)	2004	\$10.000	\$10.694	1,255
	2005	\$10.694	\$12.080	1,700
	2006	\$12.080	\$12.266	1,083
	2007	\$12.266	\$14.595	864
	2008	\$14.595	\$7.231	0
-----				
UIF Global Franchise Portfolio, Class II (4)	2003	\$10.000	\$10.000	0
	2004	\$10.000	\$11.030	0
	2005	\$11.030	\$12.081	0
	2006	\$12.081	\$14.359	475
	2007	\$14.359	\$15.417	475
	2008	\$15.417	\$10.715	0
-----				
UIF U.S. Mid Cap Growth Portfolio, Class II (4)	2006	\$10.000	\$9.793	0
	2007	\$9.793	\$11.743	0
	2008	\$11.743	\$6.108	1,756
-----				
UIF Small Company Growth Portfolio, Class II (4)	2003	\$10.000	\$13.538	1,345
	2004	\$13.538	\$15.751	1,461
	2005	\$15.751	\$17.392	1,402
	2006	\$17.392	\$19.025	1,359
	2007	\$19.025	\$19.158	1,371
	2008	\$19.158	\$11.161	1,449
-----				
UIF U.S. Mid Cap Value Portfolio, Class I (4)(5)	2004	\$10.000	\$11.260	1,108
	2005	\$11.260	\$12.370	1,052
	2006	\$12.370	\$14.605	952
	2007	\$14.605	\$15.404	928
	2008	\$15.404	\$8.845	934
-----				
UIF U.S. Mid Cap Value Portfolio, Class II (4)(5)	2004	\$10.000	\$11.254	1,042
	2005	\$11.254	\$12.345	1,564
	2006	\$12.345	\$14.566	1,463
	2007	\$14.566	\$15.348	1,384
	2008	\$15.348	\$8.794	1,071

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Contracts--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual Increase) Option, both added on or after May 1, 2003, and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.0

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
UIF U.S. Real Estate Portfolio, Class II (4)				
	2003	\$11.376	\$14.455	1,499
	2004	\$14.455	\$19.239	2,484
	2005	\$19.239	\$21.972	2,279
	2006	\$21.972	\$29.588	1,822
	2007	\$29.588	\$23.938	2,051
	2008	\$23.938	\$14.502	1,387

\* The Allstate Advisor Contracts were first offered on October 14, 2002. All of the Variable Sub-Accounts shown above were first offered under the Allstate Advisor Contracts with the Earnings Protection Death Benefit Option, the MAV Death Benefit Option at 0.20%, and the Enhanced Beneficiary Protection (Annual Increase) Option at 0.30% on May 1, 2003, except for the FTVIP Franklin Income Securities--Class 2 Sub-Account, FTVIP Franklin U.S. Government--Class 2 Sub-Account, Van Kampen LIT Aggressive Growth, Class II Sub-Account, Van Kampen LIT Comstock, Class II Sub-Account, UIF Equity and Income, Class II Sub-Account, UIF Capital Growth, Class II Sub-Account, and UIF U.S. Mid Cap Value, Class II Sub-Account, which were first offered under the Contracts on May 1, 2004 and the FTVIP Franklin Large Cap Growth Securities--Class 2 Sub-Account, Lord Abbett Series Fund--All Value Portfolio, Lord Abbett Series Fund--Bond-Debenture Portfolio, Lord Abbett Series Fund--Growth and Income Portfolio, Lord Abbett Series Fund--Growth Opportunities Portfolio, Lord Abbett Series Fund--Mid-Cap Value Portfolio and Oppenheimer Core Bond/VA--Service Shares Sub-Account which were first offered with the Contracts on October 1, 2004, and the Fidelity VIP Contrafund--Service Class 2 Sub-Account, Fidelity VIP Freedom 2010--Service Class 2 Sub-Account, Fidelity VIP Freedom 2020--Service Class 2 Sub-Account, Fidelity VIP Freedom 2030--Service Class 2 Sub-Account, Fidelity VIP Freedom Income--Service Class 2 Sub-Account, Fidelity VIP Growth Stock--Service Class 2 Sub-Account, Fidelity VIP Index 500--Service Class 2 Sub-Account, Fidelity VIP Mid Cap--Service Class 2 Sub-Account, FTVIP Mutual Discovery Securities--Class 2 Sub-Account and UIF U.S. Mid Cap Growth, Class II Sub-Account, which were first offered under the Contracts on May 1, 2006. The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 2.00% and an administrative expense charge of 0.19%.

(1) Effective May 1, 2003, the FTVIP Franklin Small-Mid Cap Growth Securities--Class 2 Sub-Account and the FTVIP Templeton Global Income Securities--Class 2 Sub-Accounts are no longer available for new investments. If you are currently invested in the Variable Sub-Accounts that invest in these Portfolios you may continue your investment. If, prior to May 1, 2003, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(2) Effective October 1, 2004, the Putnam VT Health Sciences--Class IB Sub-Account, Putnam VT New Opportunities--Class IB Sub-Account, Putnam VT Research--Class IB Sub-Account and the Putnam VT Utilities Growth and Income--Class IB Sub-Accounts are no longer available for new investments. If you are currently invested in the Variable Sub-Accounts that invest in these Portfolios you may continue your investment. If, prior to October 1, 2004, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(3) Effective May 1, 2006 the Van Kampen LIT Aggressive Growth Portfolio, Class II is no longer available for new investments. If you are currently invested in the Variable Sub-Account that invests in this Portfolio you may continue your investment. If, prior to May 1, 2006, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into the Variable Sub-Account in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(4) Morgan Stanley Investment Management Inc., the adviser to the UIF Portfolios, does business in certain instances using the name Van Kampen.

(5) The Variable Sub-Accounts that invest in the UIF Capital Growth Portfolio,

Class II Sub-Account and the UIF U.S. Mid Cap Value Portfolio, Class II Sub-Account are offered with Contracts issued on or after May 1, 2004. Contract Owners of Contracts issued prior to May 1, 2004 may only invest in the Variable Sub-Accounts that invest in the UIF Capital Growth Portfolio, Class I Sub-Account and the UIF U.S. Mid Cap Value Portfolio, Class I Sub-Account.

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Plus Contracts--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.4

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Fidelity VIP Contrafund Portfolio--Service Class 2	2006	\$10.000	\$10.270	283,913
	2007	\$10.270	\$11.854	439,032
	2008	\$11.854	\$6.685	480,294
-----				
Fidelity VIP Freedom 2010 Portfolio--Service Class 2	2006	\$10.000	\$10.462	4,820
	2007	\$10.462	\$11.161	4,337
	2008	\$11.161	\$8.219	21,445
-----				
Fidelity VIP Freedom 2020 Portfolio--Service Class 2	2006	\$10.000	\$10.491	3,082
	2007	\$10.491	\$11.353	24,445
	2008	\$11.353	\$7.507	76,943
-----				
Fidelity VIP Freedom 2030 Portfolio--Service Class 2	2006	\$10.000	\$10.500	11,481
	2007	\$10.500	\$11.477	15,501
	2008	\$11.477	\$6.983	16,534
-----				
Fidelity VIP Freedom Income Portfolio--Service Class 2	2006	\$10.000	\$10.352	519
	2007	\$10.352	\$10.789	26,730
	2008	\$10.789	\$9.481	28,748
-----				
Fidelity VIP Growth Stock Portfolio--Service Class 2	2006	\$10.000	\$9.746	5,960
	2007	\$9.746	\$11.730	9,721
	2008	\$11.730	\$6.375	14,136
-----				
Fidelity VIP Index 500 Portfolio--Service Class 2	2006	\$10.000	\$10.824	20,407
	2007	\$10.824	\$11.203	123,148
	2008	\$11.203	\$6.928	109,337
-----				
Fidelity VIP Mid Cap Portfolio--Service Class 2	2006	\$10.000	\$9.879	86,590
	2007	\$9.879	\$11.212	104,391
	2008	\$11.212	\$6.663	132,298
-----				
FTVIP Franklin Growth and Income Securities Fund--Class 2	2002	\$10.000	\$10.853	903
	2003	\$10.853	\$13.425	204,532
	2004	\$13.425	\$14.614	239,720
	2005	\$14.614	\$14.888	216,067
	2006	\$14.888	\$17.107	540,890
	2007	\$17.107	\$16.210	496,501
	2008	\$16.210	\$10.345	358,524
-----				
FTVIP Franklin Income Securities Fund--Class 2	2004	\$10.000	\$11.240	20,529
	2005	\$11.240	\$11.240	107,691
	2006	\$11.240	\$13.079	1,218,293
	2007	\$13.079	\$13.354	1,368,496
	2008	\$13.354	\$9.244	1,325,003

## ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality &amp; Expense = 1.4

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
FTVIP Franklin Large Cap Growth Securities Fund--Class 2	2004	\$10.000	\$10.525	5,010
	2005	\$10.525	\$10.468	53,966
	2006	\$10.468	\$11.425	762,291
	2007	\$11.425	\$11.943	867,606
	2008	\$11.943	\$7.695	791,913
-----				
FTVIP Franklin Small-Mid Cap Growth Securities Fund--Class 2 (1)	2002	\$10.000	\$11.538	290
	2003	\$11.538	\$15.583	12,058
	2004	\$15.583	\$17.095	23,996
	2005	\$17.095	\$17.630	21,758
	2006	\$17.630	\$18.858	10,502
	2007	\$18.858	\$20.643	7,403
	2008	\$20.643	\$11.681	7,971
-----				
FTVIP Franklin Small Cap Value Securities Fund--Class 2	2002	\$10.000	\$11.228	1,221
	2003	\$11.228	\$14.599	109,873
	2004	\$14.599	\$17.778	78,714
	2005	\$17.778	\$19.031	91,305
	2006	\$19.031	\$21.909	293,264
	2007	\$21.909	\$21.046	271,427
	2008	\$21.046	\$13.873	238,542
-----				
FTVIP Franklin U.S. Government Fund--Class 2	2004	\$10.000	\$10.253	9,294
	2005	\$10.253	\$10.333	19,913
	2006	\$10.333	\$10.577	187,553
	2007	\$10.577	\$11.096	248,011
	2008	\$11.096	\$11.748	319,693
-----				
FTVIP Mutual Discovery Securities Fund--Class 2	2006	\$10.000	\$11.019	119,365
	2007	\$11.019	\$12.127	189,293
	2008	\$12.127	\$8.538	209,202
-----				
FTVIP Mutual Shares Securities Fund--Class 2	2002	\$10.000	\$10.327	4,512
	2003	\$10.327	\$12.718	203,839
	2004	\$12.718	\$14.097	154,189
	2005	\$14.097	\$15.338	187,550
	2006	\$15.338	\$17.869	682,906
	2007	\$17.869	\$18.195	703,665
	2008	\$18.195	\$11.261	570,057
-----				
FTVIP Templeton Developing Markets Securities Fund--Class 2	2002	\$10.000	\$11.236	101
	2003	\$11.236	\$16.917	58,107
	2004	\$16.917	\$20.762	14,136
	2005	\$20.762	\$26.037	17,133
	2006	\$26.037	\$32.822	112,374
	2007	\$32.822	\$41.594	130,198
	2008	\$41.594	\$19.358	97,736

## ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality &amp; Expense = 1.4

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
FTVIP Templeton Foreign Securities Fund--Class 2				
	2002	\$10.000	\$10.477	1,484
	2003	\$10.477	\$13.633	79,873
	2004	\$13.633	\$15.902	59,175
	2005	\$15.902	\$17.241	93,972
	2006	\$17.241	\$20.606	530,191
	2007	\$20.606	\$23.411	597,641
	2008	\$23.411	\$13.736	554,748
-----				
FTVIP Templeton Global Income Securities Fund--Class 2 (1)				
	2002	\$10.000	\$10.723	0
	2003	\$10.723	\$12.921	3,305
	2004	\$12.921	\$14.589	8,097
	2005	\$14.589	\$13.916	7,980
	2006	\$13.916	\$15.444	3,331
	2007	\$15.444	\$16.870	3,277
	2008	\$16.870	\$17.632	4,741
-----				
Lord Abbett Series Fund--All Value Portfolio				
	2004	\$10.000	\$10.912	5,559
	2005	\$10.912	\$11.485	7,084
	2006	\$11.485	\$12.958	137,579
	2007	\$12.958	\$13.608	130,324
	2008	\$13.608	\$9.552	134,300
-----				
Lord Abbett Series Fund--Bond-Debenture Portfolio				
	2004	\$10.000	\$10.363	5,743
	2005	\$10.363	\$10.332	42,214
	2006	\$10.332	\$11.116	348,673
	2007	\$11.116	\$11.615	442,802
	2008	\$11.615	\$9.426	376,145
-----				
Lord Abbett Series Fund--Growth and Income Portfolio				
	2004	\$10.000	\$10.896	1,993
	2005	\$10.896	\$11.072	40,840
	2006	\$11.072	\$12.778	435,257
	2007	\$12.778	\$13.006	437,477
	2008	\$13.006	\$8.137	375,485
-----				
Lord Abbett Series Fund--Growth Opportunities Portfolio				
	2004	\$10.000	\$11.144	268
	2005	\$11.144	\$11.475	7,646
	2006	\$11.475	\$12.184	104,562
	2007	\$12.184	\$14.541	150,622
	2008	\$14.541	\$8.837	157,421
-----				
Lord Abbett Series Fund--Mid-Cap Value Portfolio				
	2004	\$10.000	\$11.127	1,679
	2005	\$11.127	\$11.851	48,962
	2006	\$11.851	\$13.090	439,310
	2007	\$13.090	\$12.955	414,136
	2008	\$12.955	\$7.732	385,510

## ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality &amp; Expense = 1.4

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Oppenheimer MidCap Fund/VA--Service Shares	2002	\$10.000	\$10.063	6
	2003	\$10.063	\$12.422	43,239
	2004	\$12.422	\$14.600	24,359
	2005	\$14.600	\$16.090	27,814
	2006	\$16.090	\$16.263	59,133
	2007	\$16.263	\$16.969	58,286
	2008	\$16.969	\$8.481	43,515
-----				
Oppenheimer Balanced Fund/VA--Service Shares	2002	\$10.000	\$10.699	381
	2003	\$10.699	\$13.128	118,638
	2004	\$13.128	\$14.184	99,388
	2005	\$14.184	\$14.472	112,333
	2006	\$14.472	\$15.789	286,137
	2007	\$15.789	\$16.078	289,544
	2008	\$16.078	\$8.921	200,630
-----				
Oppenheimer Core Bond Fund/VA--Service Shares	2004	\$10.000	\$10.110	18
	2005	\$10.110	\$10.182	6,577
	2006	\$10.182	\$10.515	416,500
	2007	\$10.515	\$10.770	725,278
	2008	\$10.770	\$6.457	718,452
-----				
Oppenheimer Capital Appreciation Fund/VA--Service Shares	2003	\$10.000	\$12.298	127,891
	2004	\$12.298	\$12.903	60,080
	2005	\$12.903	\$13.316	80,633
	2006	\$13.316	\$14.111	831,237
	2007	\$14.111	\$15.810	733,219
	2008	\$15.810	\$8.454	552,440
-----				
Oppenheimer Global Securities Fund/VA--Service Shares	2002	\$10.000	\$10.150	1,468
	2003	\$10.150	\$14.270	71,158
	2004	\$14.270	\$16.695	79,066
	2005	\$16.695	\$18.740	73,144
	2006	\$18.740	\$21.645	182,436
	2007	\$21.645	\$22.595	161,936
	2008	\$22.595	\$13.267	117,070
-----				
Oppenheimer High Income Fund/VA--Service Shares	2002	\$10.000	\$10.663	2,578
	2003	\$10.663	\$12.991	158,346
	2004	\$12.991	\$13.901	108,252
	2005	\$13.901	\$13.955	102,339
	2006	\$13.955	\$15.000	226,400
	2007	\$15.000	\$14.691	214,333
	2008	\$14.691	\$3.098	410,839



ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.4

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Oppenheimer Main Street Fund/VA--Service Shares	2002	\$10.000	\$10.179	776
	2003	\$10.179	\$12.666	331,015
	2004	\$12.666	\$13.604	209,165
	2005	\$13.604	\$14.157	230,257
	2006	\$14.157	\$15.989	723,778
	2007	\$15.989	\$16.387	716,425
	2008	\$16.387	\$9.897	655,439
-----				
Oppenheimer Main Street Small Cap Fund/VA--Service Shares	2002	\$10.000	\$10.356	1,102
	2003	\$10.356	\$14.701	95,842
	2004	\$14.701	\$17.242	57,383
	2005	\$17.242	\$18.617	65,352
	2006	\$18.617	\$21.007	277,326
	2007	\$21.007	\$20.384	252,656
	2008	\$20.384	\$12.436	188,278
-----				
Oppenheimer Strategic Bond Fund/VA--Service Shares	2002	\$10.000	\$10.553	2,732
	2003	\$10.553	\$12.168	218,046
	2004	\$12.168	\$12.984	182,539
	2005	\$12.984	\$13.095	227,958
	2006	\$13.095	\$13.820	936,505
	2007	\$13.820	\$14.898	898,573
	2008	\$14.898	\$12.537	714,766
-----				
Putnam VT Global Asset Allocation Fund--Class IB	2002	\$10.000	\$10.390	4
	2003	\$10.390	\$12.464	31,401
	2004	\$12.464	\$13.383	29,830
	2005	\$13.383	\$14.089	40,883
	2006	\$14.089	\$15.649	130,113
	2007	\$15.649	\$15.851	142,847
	2008	\$15.851	\$10.401	100,708
-----				
Putnam VT Growth and Income Fund--Class IB	2002	\$10.000	\$10.800	3,560
	2003	\$10.800	\$13.539	241,997
	2004	\$13.539	\$14.804	172,124
	2005	\$14.804	\$15.331	162,143
	2006	\$15.331	\$17.489	266,435
	2007	\$17.489	\$16.170	244,115
	2008	\$16.170	\$9.755	223,397
-----				
Putnam VT Health Sciences Fund--Class IB (2)	2002	\$10.000	\$9.726	1,736
	2003	\$9.726	\$11.331	43,250
	2004	\$11.331	\$11.945	54,726
	2005	\$11.945	\$13.308	49,402
	2006	\$13.308	\$13.462	40,028
	2007	\$13.462	\$13.168	38,972
	2008	\$13.168	\$10.746	31,865

## ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality &amp; Expense = 1.4

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Putnam VT High Yield Fund--Class IB	2002	\$10.000	\$10.743	475
	2003	\$10.743	\$13.378	120,256
	2004	\$13.378	\$14.554	48,270
	2005	\$14.554	\$14.766	57,946
	2006	\$14.766	\$16.062	300,762
	2007	\$16.062	\$16.246	292,179
	2008	\$16.246	\$11.820	204,275
-----				
Putnam VT Income Fund--Class IB	2002	\$10.000	\$10.187	5,609
	2003	\$10.187	\$10.469	263,037
	2004	\$10.469	\$10.759	201,668
	2005	\$10.759	\$10.838	232,164
	2006	\$10.838	\$11.149	1,001,618
	2007	\$11.149	\$11.544	1,052,702
	2008	\$11.544	\$8.642	754,881
-----				
Putnam VT International Equity Fund--Class IB	2002	\$10.000	\$10.606	683
	2003	\$10.606	\$13.416	57,398
	2004	\$13.416	\$15.341	79,696
	2005	\$15.341	\$16.939	90,776
	2006	\$16.939	\$21.291	244,922
	2007	\$21.291	\$22.704	205,176
	2008	\$22.704	\$12.523	164,011
-----				
Putnam VT Investors Fund--Class IB	2002	\$10.000	\$10.409	302
	2003	\$10.409	\$13.024	46,132
	2004	\$13.024	\$14.437	19,447
	2005	\$14.437	\$15.460	25,617
	2006	\$15.460	\$17.334	114,672
	2007	\$17.334	\$16.176	92,519
	2008	\$16.176	\$9.623	61,381
-----				
Putnam VT Money Market Fund--Class IB	2002	\$10.000	\$9.987	5,174
	2003	\$9.987	\$9.878	199,617
	2004	\$9.878	\$9.785	78,052
	2005	\$9.785	\$9.873	106,156
	2006	\$9.873	\$10.144	1,326,605
	2007	\$10.144	\$10.459	1,230,632
	2008	\$10.459	\$10.557	1,168,900
-----				
Putnam VT New Opportunities Fund--Class IB (2)	2002	\$10.000	\$10.381	0
	2003	\$10.381	\$13.530	57,917
	2004	\$13.530	\$14.687	29,678
	2005	\$14.687	\$15.900	28,046
	2006	\$15.900	\$16.987	56,689
	2007	\$16.987	\$17.675	53,275
	2008	\$17.675	\$10.654	46,425

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.4

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Putnam VT New Value Fund--Class IB	2002	\$10.000	\$11.206	1,048
	2003	\$11.206	\$14.610	58,917
	2004	\$14.610	\$16.596	47,472
	2005	\$16.596	\$17.296	78,202
	2006	\$17.296	\$19.747	342,022
	2007	\$19.747	\$18.481	367,814
	2008	\$18.481	\$10.047	315,350
-----				
Putnam VT Research Fund--Class IB (2)	2002	\$10.000	\$10.644	66
	2003	\$10.644	\$13.128	38,525
	2004	\$13.128	\$13.896	25,803
	2005	\$13.896	\$14.361	22,777
	2006	\$14.361	\$15.733	17,578
	2007	\$15.733	\$15.568	16,380
	2008	\$15.568	\$9.415	16,221
-----				
Putnam VT The George Putnam Fund of Boston--Class IB	2002	\$10.000	\$10.517	4,392
	2003	\$10.517	\$12.113	147,503
	2004	\$12.113	\$12.899	131,257
	2005	\$12.899	\$13.202	148,439
	2006	\$13.202	\$14.542	234,261
	2007	\$14.542	\$14.446	206,764
	2008	\$14.446	\$8.427	155,173
-----				
Putnam VT Utilities Growth and Income Fund--Class IB (2)	2002	\$10.000	\$11.472	0
	2003	\$11.472	\$14.093	14
	2004	\$14.093	\$16.864	7,591
	2005	\$16.864	\$18.020	6,607
	2006	\$18.020	\$22.529	37,029
	2007	\$22.529	\$26.590	34,126
	2008	\$26.590	\$18.188	31,541
-----				
Putnam VT Vista Fund--Class IB	2002	\$10.000	\$10.374	66
	2003	\$10.374	\$13.596	32,814
	2004	\$13.596	\$15.869	37,929
	2005	\$15.869	\$17.515	34,660
	2006	\$17.515	\$18.177	43,154
	2007	\$18.177	\$18.568	38,321
	2008	\$18.568	\$9.950	30,685
-----				
Putnam VT Voyager Fund--Class IB	2002	\$10.000	\$10.111	2,714
	2003	\$10.111	\$12.429	204,603
	2004	\$12.429	\$12.847	232,660
	2005	\$12.847	\$13.363	220,448
	2006	\$13.363	\$13.866	183,695
	2007	\$13.866	\$14.398	171,556
	2008	\$14.398	\$8.922	134,351

## ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality &amp; Expense = 1.4

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Van Kampen LIT Mid Cap Growth Portfolio, Class II (3)	2004	\$10.000	\$11.130	46,225
	2005	\$11.130	\$12.171	43,238
	2006	\$12.171	\$12.567	40,593
	2007	\$12.567	\$14.543	31,988
	2008	\$14.543	\$7.609	24,363
-----				
Van Kampen LIT Comstock Portfolio, Class II	2004	\$10.000	\$11.343	14,269
	2005	\$11.343	\$11.622	47,730
	2006	\$11.622	\$13.273	633,111
	2007	\$13.273	\$12.757	537,385
	2008	\$12.757	\$8.059	477,119
-----				
Van Kampen LIT Capital Growth Portfolio, Class II	2002	\$10.000	\$9.412	226
	2003	\$9.412	\$11.767	49,664
	2004	\$11.767	\$12.365	54,076
	2005	\$12.365	\$13.098	53,013
	2006	\$13.098	\$13.229	171,720
	2007	\$13.229	\$15.184	151,568
	2008	\$15.184	\$7.603	112,940
-----				
Van Kampen LIT Growth and Income Portfolio, Class II	2002	\$10.000	\$10.655	3,194
	2003	\$10.655	\$13.388	152,359
	2004	\$13.388	\$15.035	119,515
	2005	\$15.035	\$16.235	127,047
	2006	\$16.235	\$18.530	443,130
	2007	\$18.530	\$18.694	418,529
	2008	\$18.694	\$12.471	341,355
-----				
Van Kampen LIT Money Market Portfolio, Class II	2003	\$10.000	\$10.000	0
	2004	\$10.000	\$9.895	66,137
	2005	\$9.895	\$9.975	118,151
	2006	\$9.975	\$10.226	302,731
	2007	\$10.226	\$10.511	398,400
	2008	\$10.511	\$10.529	314,797
-----				
UIF Emerging Markets Debt Portfolio, Class II (4)	2002	\$10.000	\$11.062	0
	2003	\$11.062	\$13.908	21,280
	2004	\$13.908	\$15.067	16,192
	2005	\$15.067	\$16.627	18,091
	2006	\$16.627	\$18.131	100,034
	2007	\$18.131	\$18.983	96,018
	2008	\$18.983	\$15.882	83,252

## ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality &amp; Expense = 1.4

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
UIF Equity and Income Portfolio, Class II (4)	2004	\$10.000	\$10.967	16,162
	2005	\$10.967	\$11.589	29,002
	2006	\$11.589	\$12.840	280,682
	2007	\$12.840	\$13.060	347,010
	2008	\$13.060	\$9.937	331,539
-----				
UIF Capital Growth Portfolio, Class I (4)(5)	2004	\$10.000	\$10.763	24,252
	2005	\$10.763	\$12.257	26,735
	2006	\$12.257	\$12.558	173,605
	2007	\$12.558	\$15.064	150,677
	2008	\$15.064	\$7.532	80,186
-----				
UIF Capital Growth Portfolio, Class II (4)(5)	2004	\$10.000	\$10.738	9,011
	2005	\$10.738	\$12.203	10,641
	2006	\$12.203	\$12.468	124,471
	2007	\$12.468	\$14.926	106,403
	2008	\$14.926	\$7.440	37,889
-----				
UIF Global Franchise Portfolio, Class II (4)	2003	\$10.000	\$10.000	0
	2004	\$10.000	\$11.098	14,221
	2005	\$11.098	\$12.230	27,462
	2006	\$12.230	\$14.625	272,665
	2007	\$14.625	\$15.798	294,419
	2008	\$15.798	\$11.048	255,720
-----				
UIF U.S. Mid Cap Growth Portfolio, Class II (4)	2006	\$10.000	\$9.833	92,016
	2007	\$9.833	\$11.864	215,863
	2008	\$11.864	\$6.209	236,127
-----				
UIF Small Company Growth Portfolio, Class II (4)	2003	\$10.000	\$13.593	20,071
	2004	\$13.593	\$15.912	19,130
	2005	\$15.912	\$17.677	17,888
	2006	\$17.677	\$19.456	35,605
	2007	\$19.456	\$19.712	38,349
	2008	\$19.712	\$11.554	27,627
-----				
UIF U.S. Mid Cap Value Portfolio, Class I (4)(5)	2004	\$10.000	\$11.306	58,610
	2005	\$11.306	\$12.497	51,537
	2006	\$12.497	\$14.844	112,320
	2007	\$14.844	\$15.753	100,885
	2008	\$15.753	\$9.101	86,957
-----				
UIF U.S. Mid Cap Value Portfolio, Class II (4)(5)	2004	\$10.000	\$11.300	14,404
	2005	\$11.300	\$12.472	20,338
	2006	\$12.472	\$14.805	114,995
	2007	\$14.805	\$15.697	163,770
	2008	\$15.697	\$9.049	159,408

## ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

## Basic Contract

Mortality &amp; Expense = 1.4

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
UIF U.S. Real Estate Portfolio, Class II (4)	2002	\$10.000	\$10.703	1,077
	2003	\$10.703	\$14.547	58,906
	2004	\$14.547	\$19.479	58,603
	2005	\$19.479	\$22.382	68,172
	2006	\$22.382	\$30.325	181,974
	2007	\$30.325	\$24.686	156,400
	2008	\$24.686	\$15.048	151,102

\* The Allstate Advisor Plus Contracts were first offered on October 14, 2002. All of the Variable Sub-Accounts shown above were first offered under the Contracts on October 14, 2002, except for the except for the Oppenheimer Capital Appreciation/VA--Service Shares Sub-Account and UIF Small Company Growth, Class II Sub-Accounts which were first offered under the Contracts on May 1, 2003, the Van Kampen LIT Money Market, Class II Sub-Account and UIF Global Franchise, Class II Sub-Accounts, which were first offered under the Contracts on December 31, 2003, and the FTVIP Franklin Income Securities--Class 2 Sub-Account, FTVIP Franklin U.S. Government--Class 2 Sub-Account, Van Kampen LIT Aggressive Growth, Class II Sub-Account, Van Kampen LIT Comstock, Class II Sub-Account, UIF Equity and Income, Class II Sub-Account, UIF Capital Growth, Class II Sub-Account, and UIF U.S. Mid Cap Value, Class II Sub-Account, which were first offered under the Contracts on May 1, 2004 and the FTVIP Franklin Large Cap Growth Securities--Class 2 Sub-Account, Lord Abbett Series Fund--All Value Portfolio, Lord Abbett Series Fund--Bond-Debt Portfolio, Lord Abbett Series Fund--Growth and Income Portfolio, Lord Abbett Series Fund--Growth Opportunities Portfolio, Lord Abbett Series Fund--Mid-Cap Value Portfolio and Oppenheimer Core Bond/VA--Service Shares Sub-Account which were first offered with the Contracts on October 1, 2004, and the Fidelity VIP Contrafund--Service Class 2 Sub-Account, Fidelity VIP Freedom 2010--Service Class 2 Sub-Account, Fidelity VIP Freedom 2020--Service Class 2 Sub-Account, Fidelity VIP Freedom 2030--Service Class 2 Sub-Account, Fidelity VIP Freedom Income--Service Class 2 Sub-Account, Fidelity VIP Growth Stock--Service Class 2 Sub-Account, Fidelity VIP Index 500--Service Class 2 Sub-Account, Fidelity VIP Mid Cap--Service Class 2 Sub-Account, FTVIP Mutual Discovery Securities--Class 2 Sub-Account and UIF U.S. Mid Cap Growth, Class II Sub-Account, which were first offered under the Contracts on May 1, 2006. The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 1.40% and an administrative expense charge of 0.19%.

- (1) Effective May 1, 2003, the FTVIP Franklin Small-Mid Cap Growth Securities--Class 2 Sub-Account and the FTVIP Templeton Global Income Securities--Class 2 Sub-Accounts are no longer available for new investments. If you are currently invested in the Variable Sub-Accounts that invest in these Portfolios you may continue your investment. If, prior to May 1, 2003, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.
- (2) Effective October 1, 2004, the Putnam VT Health Sciences--Class IB Sub-Account, Putnam VT New Opportunities--Class IB Sub-Account, Putnam VT Research--Class IB Sub-Account and the Putnam VT Utilities Growth and Income--Class IB Sub-Accounts are no longer available for new investments. If you are currently invested in the Variable Sub-Accounts that invest in these Portfolios you may continue your investment. If, prior to October 1, 2004, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.
- (3) Effective May 1, 2006 the Van Kampen LIT Aggressive Growth Portfolio, Class II is no longer available for new investments. If you are currently invested in the Variable Sub-Account that invests in this Portfolio you may continue your investment. If, prior to May 1, 2006, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into the Variable Sub-Account in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.
- (4) Morgan Stanley Investment Management Inc., the adviser to the UIF Portfolios, does business in certain instances using the name Van Kampen.

(5)The Variable Sub-Accounts that invest in the UIF Capital Growth Portfolio, Class II Sub-Account and the UIF U.S. Mid Cap Value Portfolio, Class II Sub-Account are offered with Contracts issued on or after May 1, 2004. Contract Owners of Contracts issued prior to May 1, 2004 may only invest in the Variable Sub-Accounts that invest in the UIF Capital Growth Portfolio, Class I Sub-Account and the UIF U.S. Mid Cap Value Portfolio, Class I Sub-Account.

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Plus Contracts--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual Increase) Option, both added on or after May 1, 2003, and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.3

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Fidelity VIP Contrafund Portfolio--Service Class 2	2006	\$10.000	\$10.207	0
	2007	\$10.207	\$11.673	0
	2008	\$11.673	\$6.523	0
-----				
Fidelity VIP Freedom 2010 Portfolio--Service Class 2	2006	\$10.000	\$10.397	0
	2007	\$10.397	\$10.991	0
	2008	\$10.991	\$8.020	0
-----				
Fidelity VIP Freedom 2020 Portfolio--Service Class 2	2006	\$10.000	\$10.427	0
	2007	\$10.427	\$11.179	0
	2008	\$11.179	\$7.325	0
-----				
Fidelity VIP Freedom 2030 Portfolio--Service Class 2	2006	\$10.000	\$10.436	0
	2007	\$10.436	\$11.302	0
	2008	\$11.302	\$6.813	0
-----				
Fidelity VIP Freedom Income Portfolio--Service Class 2	2006	\$10.000	\$10.289	0
	2007	\$10.289	\$10.624	0
	2008	\$10.624	\$9.251	0
-----				
Fidelity VIP Growth Stock Portfolio--Service Class 2	2006	\$10.000	\$9.686	0
	2007	\$9.686	\$11.551	0
	2008	\$11.551	\$6.220	0
-----				
Fidelity VIP Index 500 Portfolio--Service Class 2	2006	\$10.000	\$10.757	0
	2007	\$10.757	\$11.031	0
	2008	\$11.031	\$6.759	0
-----				
Fidelity VIP Mid Cap Portfolio--Service Class 2	2006	\$10.000	\$9.818	0
	2007	\$9.818	\$11.040	0
	2008	\$11.040	\$6.501	0
-----				
FTVIP Franklin Growth and Income Securities Fund--Class 2	2003	\$10.680	\$13.292	794
	2004	\$13.292	\$14.336	1,584
	2005	\$14.336	\$14.472	1,014
	2006	\$14.472	\$16.477	963
	2007	\$16.477	\$15.469	1,185
	2008	\$15.469	\$9.782	1,244
-----				
FTVIP Franklin Income Securities Fund--Class 2	2004	\$10.000	\$11.171	0
	2005	\$11.171	\$11.069	0
	2006	\$11.069	\$12.763	0
	2007	\$12.763	\$12.911	0
	2008	\$12.911	\$8.856	0



ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Plus Contracts--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual Increase) Option, both added on or after May 1, 2003, and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.3

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
FTVIP Franklin Large Cap Growth Securities Fund--Class 2	2004	\$10.000	\$10.501	0
	2005	\$10.501	\$10.349	7,469
	2006	\$10.349	\$11.192	6,505
	2007	\$11.192	\$11.592	6,371
	2008	\$11.592	\$7.400	6,487
-----				
FTVIP Franklin Small-Mid Cap Growth Securities Fund--Class 2 (1)	2003	\$11.801	\$15.428	0
	2004	\$15.428	\$16.770	0
	2005	\$16.770	\$17.137	0
	2006	\$17.137	\$18.164	0
	2007	\$18.164	\$19.700	0
	2008	\$19.700	\$11.045	0
-----				
FTVIP Franklin Small Cap Value Securities Fund--Class 2	2003	\$11.021	\$14.453	5,633
	2004	\$14.453	\$17.440	5,461
	2005	\$17.440	\$18.498	5,412
	2006	\$18.498	\$21.102	4,871
	2007	\$21.102	\$20.084	4,745
	2008	\$20.084	\$13.117	4,658
-----				
FTVIP Franklin U.S. Government Fund--Class 2	2004	\$10.000	\$10.190	0
	2005	\$10.190	\$10.176	0
	2006	\$10.176	\$10.322	0
	2007	\$10.322	\$10.728	0
	2008	\$10.728	\$11.255	0
-----				
FTVIP Mutual Discovery Securities Fund--Class 2	2006	\$10.000	\$10.951	0
	2007	\$10.951	\$11.942	200
	2008	\$11.942	\$8.331	199
-----				
FTVIP Mutual Shares Securities Fund--Class 2	2003	\$10.581	\$12.591	0
	2004	\$12.591	\$13.829	404
	2005	\$13.829	\$14.909	0
	2006	\$14.909	\$17.211	0
	2007	\$17.211	\$17.364	0
	2008	\$17.364	\$10.648	0
-----				
FTVIP Templeton Developing Markets Securities Fund--Class 2	2003	\$11.655	\$16.748	0
	2004	\$16.748	\$20.367	274
	2005	\$20.367	\$25.309	241
	2006	\$25.309	\$31.613	34
	2007	\$31.613	\$39.694	98
	2008	\$39.694	\$18.304	169

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Plus Contracts--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual Increase) Option, both added on or after May 1, 2003, and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.3

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
FTVIP Templeton Foreign Securities Fund--Class 2	2003	\$10.359	\$13.497	785
	2004	\$13.497	\$15.599	785
	2005	\$15.599	\$16.759	3,619
	2006	\$16.759	\$19.847	3,197
	2007	\$19.847	\$22.342	3,034
	2008	\$22.342	\$12.988	3,180
-----				
FTVIP Templeton Global Income Securities Fund--Class 2 (1)	2003	\$11.563	\$12.792	0
	2004	\$12.792	\$14.312	0
	2005	\$14.312	\$13.526	0
	2006	\$13.526	\$14.875	0
	2007	\$14.875	\$16.099	0
	2008	\$16.099	\$16.672	0
-----				
Lord Abbett Series Fund--All Value Portfolio	2004	\$10.000	\$10.887	0
	2005	\$10.887	\$11.355	0
	2006	\$11.355	\$12.694	0
	2007	\$12.694	\$13.208	0
	2008	\$13.208	\$9.186	0
-----				
Lord Abbett Series Fund--Bond-Debenture Portfolio	2004	\$10.000	\$10.339	0
	2005	\$10.339	\$10.214	3,358
	2006	\$10.214	\$10.890	3,659
	2007	\$10.890	\$11.274	3,579
	2008	\$11.274	\$9.065	2,148
-----				
Lord Abbett Series Fund--Growth and Income Portfolio	2004	\$10.000	\$10.871	0
	2005	\$10.871	\$10.946	0
	2006	\$10.946	\$12.518	0
	2007	\$12.518	\$12.624	0
	2008	\$12.624	\$7.826	1,062
-----				
Lord Abbett Series Fund--Growth Opportunities Portfolio	2004	\$10.000	\$11.119	0
	2005	\$11.119	\$11.344	0
	2006	\$11.344	\$11.936	0
	2007	\$11.936	\$14.114	0
	2008	\$14.114	\$8.499	0
-----				
Lord Abbett Series Fund--Mid-Cap Value Portfolio	2004	\$10.000	\$11.102	0
	2005	\$11.102	\$11.716	4,347
	2006	\$11.716	\$12.823	3,504
	2007	\$12.823	\$12.574	3,802
	2008	\$12.574	\$7.435	4,518

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Plus Contracts--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual Increase) Option, both added on or after May 1, 2003, and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.3

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Oppenheimer MidCap Fund/VA--Service Shares	2003	\$10.319	\$12.298	4,939
	2004	\$12.298	\$14.322	4,736
	2005	\$14.322	\$15.640	4,663
	2006	\$15.640	\$15.664	4,465
	2007	\$15.664	\$16.193	4,277
	2008	\$16.193	\$8.019	3,927
-----				
Oppenheimer Balanced Fund/VA--Service Shares	2003	\$11.085	\$12.997	0
	2004	\$12.997	\$13.914	468
	2005	\$13.914	\$14.067	468
	2006	\$14.067	\$15.207	469
	2007	\$15.207	\$15.343	460
	2008	\$15.343	\$8.435	0
-----				
Oppenheimer Core Bond Fund/VA--Service Shares	2004	\$10.000	\$10.087	0
	2005	\$10.087	\$10.066	0
	2006	\$10.066	\$10.300	0
	2007	\$10.300	\$10.453	0
	2008	\$10.453	\$6.210	0
-----				
Oppenheimer Capital Appreciation Fund/VA--Service Shares	2003	\$10.000	\$12.222	0
	2004	\$12.222	\$12.707	1,319
	2005	\$12.707	\$12.994	3,573
	2006	\$12.994	\$13.644	3,427
	2007	\$13.644	\$15.146	3,202
	2008	\$15.146	\$8.025	4,955
-----				
Oppenheimer Global Securities Fund/VA--Service Shares	2003	\$10.062	\$14.128	0
	2004	\$14.128	\$16.377	0
	2005	\$16.377	\$18.216	152
	2006	\$18.216	\$20.848	140
	2007	\$20.848	\$21.563	138
	2008	\$21.563	\$12.545	135
-----				
Oppenheimer High Income Fund/VA--Service Shares	2003	\$11.708	\$12.861	3,096
	2004	\$12.861	\$13.636	3,274
	2005	\$13.636	\$13.564	3,612
	2006	\$13.564	\$14.448	3,461
	2007	\$14.448	\$14.020	3,340
	2008	\$14.020	\$2.929	3,933

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Plus Contracts--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual Increase) Option, both added on or after May 1, 2003, and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.3

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Oppenheimer Main Street Fund/VA--Service Shares	2003	\$10.442	\$12.540	2,031
	2004	\$12.540	\$13.346	1,958
	2005	\$13.346	\$13.761	8,119
	2006	\$13.761	\$15.400	6,907
	2007	\$15.400	\$15.638	6,790
	2008	\$15.638	\$9.358	7,509
-----				
Oppenheimer Main Street Small Cap Fund/VA--Service Shares	2003	\$10.692	\$14.554	715
	2004	\$14.554	\$16.914	1,046
	2005	\$16.914	\$18.096	2,028
	2006	\$18.096	\$20.234	1,714
	2007	\$20.234	\$19.452	1,740
	2008	\$19.452	\$11.759	2,077
-----				
Oppenheimer Strategic Bond Fund/VA--Service Shares	2003	\$11.224	\$12.046	4,565
	2004	\$12.046	\$12.737	6,173
	2005	\$12.737	\$12.729	7,837
	2006	\$12.729	\$13.310	8,414
	2007	\$13.310	\$14.217	7,968
	2008	\$14.217	\$11.855	5,798
-----				
Putnam VT Global Asset Allocation Fund--Class IB	2003	\$10.730	\$12.339	0
	2004	\$12.339	\$13.128	0
	2005	\$13.128	\$13.695	750
	2006	\$13.695	\$15.072	736
	2007	\$15.072	\$15.127	726
	2008	\$15.127	\$9.835	0
-----				
Putnam VT Growth and Income Fund--Class IB	2003	\$10.971	\$13.404	263
	2004	\$13.404	\$14.522	212
	2005	\$14.522	\$14.902	179
	2006	\$14.902	\$16.845	148
	2007	\$16.845	\$15.431	132
	2008	\$15.431	\$9.224	122
-----				
Putnam VT Health Sciences Fund--Class IB (2)	2003	\$10.213	\$11.218	116
	2004	\$11.218	\$11.718	96
	2005	\$11.718	\$12.935	80
	2006	\$12.935	\$12.966	65
	2007	\$12.966	\$12.566	53
	2008	\$12.566	\$10.161	41

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Plus Contracts--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual Increase) Option, both added on or after May 1, 2003, and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.3

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Putnam VT High Yield Fund--Class IB	2003	\$11.841	\$13.245	0
	2004	\$13.245	\$14.277	391
	2005	\$14.277	\$14.353	397
	2006	\$14.353	\$15.470	387
	2007	\$15.470	\$15.504	405
	2008	\$15.504	\$11.177	3,131
-----				
Putnam VT Income Fund--Class IB	2003	\$10.335	\$10.364	1,290
	2004	\$10.364	\$10.554	2,104
	2005	\$10.554	\$10.535	7,068
	2006	\$10.535	\$10.738	7,270
	2007	\$10.738	\$11.016	7,160
	2008	\$11.016	\$8.171	4,637
-----				
Putnam VT International Equity Fund--Class IB	2003	\$10.554	\$13.282	15,292
	2004	\$13.282	\$15.049	8,870
	2005	\$15.049	\$16.465	8,551
	2006	\$16.465	\$20.507	8,194
	2007	\$20.507	\$21.667	7,989
	2008	\$21.667	\$11.841	7,104
-----				
Putnam VT Investors Fund--Class IB	2003	\$10.670	\$12.894	0
	2004	\$12.894	\$14.163	0
	2005	\$14.163	\$15.027	0
	2006	\$15.027	\$16.696	0
	2007	\$16.696	\$15.437	0
	2008	\$15.437	\$9.099	0
-----				
Putnam VT Money Market Fund--Class IB	2003	\$9.917	\$9.779	1,411
	2004	\$9.779	\$9.598	3,015
	2005	\$9.598	\$9.597	8,670
	2006	\$9.597	\$9.770	9,762
	2007	\$9.770	\$9.981	9,632
	2008	\$9.981	\$9.982	4,607
-----				
Putnam VT New Opportunities Fund--Class IB (2)	2003	\$10.957	\$13.395	0
	2004	\$13.395	\$14.408	0
	2005	\$14.408	\$15.456	0
	2006	\$15.456	\$16.362	0
	2007	\$16.362	\$16.868	0
	2008	\$16.868	\$10.074	0

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Plus Contracts--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual Increase) Option, both added on or after May 1, 2003, and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.3

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Putnam VT New Value Fund--Class IB	2003	\$11.298	\$14.464	12,046
	2004	\$14.464	\$16.280	13,910
	2005	\$16.280	\$16.812	15,326
	2006	\$16.812	\$19.020	14,500
	2007	\$19.020	\$17.637	14,265
	2008	\$17.637	\$9.500	13,254
-----				
Putnam VT Research Fund--Class IB (2)	2003	\$10.819	\$12.997	0
	2004	\$12.997	\$13.632	0
	2005	\$13.632	\$13.960	0
	2006	\$13.960	\$15.153	0
	2007	\$15.153	\$14.856	0
	2008	\$14.856	\$8.902	0
-----				
Putnam VT The George Putnam Fund of Boston--Class IB	2003	\$10.660	\$11.992	1,563
	2004	\$11.992	\$12.654	1,561
	2005	\$12.654	\$12.833	2,112
	2006	\$12.833	\$14.006	1,869
	2007	\$14.006	\$13.786	1,731
	2008	\$13.786	\$7.968	833
-----				
Putnam VT Utilities Growth and Income Fund--Class IB (2)	2003	\$11.455	\$13.971	0
	2004	\$13.971	\$16.543	0
	2005	\$16.543	\$17.516	0
	2006	\$17.516	\$21.699	0
	2007	\$21.699	\$25.376	0
	2008	\$25.376	\$17.199	0
-----				
Putnam VT Vista Fund--Class IB	2003	\$10.776	\$13.460	0
	2004	\$13.460	\$15.567	0
	2005	\$15.567	\$17.025	0
	2006	\$17.025	\$17.507	0
	2007	\$17.507	\$17.719	0
	2008	\$17.719	\$9.408	0
-----				
Putnam VT Voyager Fund--Class IB	2003	\$10.557	\$12.305	813
	2004	\$12.305	\$12.603	915
	2005	\$12.603	\$12.989	0
	2006	\$12.989	\$13.355	0
	2007	\$13.355	\$13.740	0
	2008	\$13.740	\$8.436	0

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Plus Contracts--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual Increase) Option, both added on or after May 1, 2003, and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.3

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Van Kampen LIT Mid Cap Growth Portfolio, Class II (3)	2004	\$10.000	\$11.062	1,030
	2005	\$11.062	\$11.986	1,030
	2006	\$11.986	\$12.263	1,003
	2007	\$12.263	\$14.061	955
	2008	\$14.061	\$7.289	956
-----				
Van Kampen LIT Comstock Portfolio, Class II	2004	\$10.000	\$11.274	0
	2005	\$11.274	\$11.446	2,787
	2006	\$11.446	\$12.952	2,016
	2007	\$12.952	\$12.334	2,145
	2008	\$12.334	\$7.721	2,244
-----				
Van Kampen LIT Capital Growth Portfolio, Class II	2003	\$9.909	\$11.650	14,005
	2004	\$11.650	\$12.129	16,837
	2005	\$12.129	\$12.732	15,428
	2006	\$12.732	\$12.742	14,773
	2007	\$12.742	\$14.490	14,117
	2008	\$14.490	\$7.189	12,744
-----				
Van Kampen LIT Growth and Income Portfolio, Class II	2003	\$10.757	\$13.254	2,676
	2004	\$13.254	\$14.749	2,467
	2005	\$14.749	\$15.781	5,528
	2006	\$15.781	\$17.848	4,770
	2007	\$17.848	\$17.840	4,656
	2008	\$17.840	\$11.792	4,541
-----				
Van Kampen LIT Money Market Portfolio, Class II	2003	\$10.000	\$10.000	0
	2004	\$10.000	\$9.805	0
	2005	\$9.805	\$9.793	0
	2006	\$9.793	\$9.948	0
	2007	\$9.948	\$10.132	0
	2008	\$10.132	\$10.056	4,793
-----				
UIF Emerging Markets Debt Portfolio, Class II (4)	2003	\$12.265	\$13.770	0
	2004	\$13.770	\$14.780	0
	2005	\$14.780	\$16.162	0
	2006	\$16.162	\$17.464	0
	2007	\$17.464	\$18.115	0
	2008	\$18.115	\$15.018	0
-----				
UIF Equity and Income Portfolio, Class II (4)	2004	\$10.000	\$10.900	0
	2005	\$10.900	\$11.413	0
	2006	\$11.413	\$12.530	0
	2007	\$12.530	\$12.627	0
	2008	\$12.627	\$9.520	0

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Plus Contracts--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual Increase) Option, both added on or after May 1, 2003, and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.3

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
UIF Capital Growth Portfolio, Class I (4)(5)	2004	\$10.000	\$10.697	3,557
	2005	\$10.697	\$12.071	3,407
	2006	\$12.071	\$12.254	3,405
	2007	\$12.254	\$14.565	3,141
	2008	\$14.565	\$7.216	3,594
-----				
UIF Capital Growth Portfolio, Class II (4)(5)	2004	\$10.000	\$10.672	0
	2005	\$10.672	\$12.018	0
	2006	\$12.018	\$12.166	0
	2007	\$12.166	\$14.432	0
	2008	\$14.432	\$7.127	0
-----				
UIF Global Franchise Portfolio, Class II (4)	2003	\$10.000	\$10.000	0
	2004	\$10.000	\$10.996	0
	2005	\$10.996	\$12.007	0
	2006	\$12.007	\$14.228	0
	2007	\$14.228	\$15.228	159
	2008	\$15.228	\$10.551	157
-----				
UIF U.S. Mid Cap Growth Portfolio, Class II (4)	2006	\$10.000	\$9.772	0
	2007	\$9.772	\$11.682	0
	2008	\$11.682	\$6.058	0
-----				
UIF Small Company Growth Portfolio, Class II (4)	2003	\$10.000	\$13.510	0
	2004	\$13.510	\$15.670	0
	2005	\$15.670	\$17.250	0
	2006	\$17.250	\$18.813	0
	2007	\$18.813	\$18.885	0
	2008	\$18.885	\$10.968	0
-----				
UIF U.S. Mid Cap Value Portfolio, Class I (4)(5)	2004	\$10.000	\$11.237	1,038
	2005	\$11.237	\$12.307	1,038
	2006	\$12.307	\$14.486	1,011
	2007	\$14.486	\$15.231	963
	2008	\$15.231	\$8.719	963
-----				
UIF U.S. Mid Cap Value Portfolio, Class II (4)(5)	2004	\$10.000	\$11.231	0
	2005	\$11.231	\$12.282	0
	2006	\$12.282	\$14.447	0
	2007	\$14.447	\$15.176	153
	2008	\$15.176	\$8.668	152



ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Plus Contracts--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual Increase) Option, both added on or after May 1, 2003, and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.3

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
UIF U.S. Real Estate Portfolio, Class II (4)				
	2003	\$11.357	\$14.402	2,467
	2004	\$14.402	\$19.109	2,258
	2005	\$19.109	\$21.756	2,395
	2006	\$21.756	\$29.208	2,198
	2007	\$29.208	\$23.558	2,284
	2008	\$23.558	\$14.228	1,464

\* The Allstate Advisor Plus Contracts were first offered on October 14, 2002. All of the Variable Sub-Accounts shown above were first offered under the Allstate Advisor Plus Contracts with the Earnings Protection Death Benefit Option, the MAV Death Benefit Option at 0.20%, and the Enhanced Beneficiary Protection (Annual Increase) Option at 0.30% on May 1, 2003, except for the Van Kampen LIT Money Market, Class II Sub-Account and UIF Global Franchise, Class II Sub-Accounts, which were first offered under the Contracts on December 31, 2003, and the FTVIP Franklin Income Securities--Class 2 Sub-Account, FTVIP Franklin U.S. Government--Class 2 Sub-Account, Van Kampen LIT Aggressive Growth, Class II Sub-Account, Van Kampen LIT Comstock, Class II Sub-Account, UIF Equity and Income, Class II Sub-Account, UIF Capital Growth, Class II Sub-Account, and UIF U.S. Mid Cap Value, Class II Sub-Account, which were first offered under the Contracts on May 1, 2004 and the FTVIP Franklin Large Cap Growth Securities--Class 2 Sub-Account, Lord Abbett Series Fund--All Value Portfolio, Lord Abbett Series Fund--Bond-Debt Portfolio, Lord Abbett Series Fund--Growth and Income Portfolio, Lord Abbett Series Fund--Growth Opportunities Portfolio, Lord Abbett Series Fund--Mid-Cap Value Portfolio and Oppenheimer Core Bond/VA--Service Shares Sub-Account which were first offered with the Contracts on October 1, 2004, and the Fidelity VIP Contrafund--Service Class 2 Sub-Account, Fidelity VIP Freedom 2010--Service Class 2 Sub-Account, Fidelity VIP Freedom 2020--Service Class 2 Sub-Account, Fidelity VIP Freedom 2030--Service Class 2 Sub-Account, Fidelity VIP Freedom Income--Service Class 2 Sub-Account, Fidelity VIP Growth Stock--Service Class 2 Sub-Account, Fidelity VIP Index 500--Service Class 2 Sub-Account, Fidelity VIP Mid Cap--Service Class 2 Sub-Account, FTVIP Mutual Discovery Securities--Class 2 Sub-Account and UIF U.S. Mid Cap Growth, Class II Sub-Account, which were first offered under the Contracts on May 1, 2006. The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 2.30% and an administrative expense charge of 0.19%.

(1) Effective May 1, 2003, the FTVIP Franklin Small-Mid Cap Growth Securities--Class 2 Sub-Account and the FTVIP Templeton Global Income Securities--Class 2 Sub-Accounts are no longer available for new investments. If you are currently invested in the Variable Sub-Accounts that invest in these Portfolios you may continue your investment. If, prior to May 1, 2003, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(2) Effective October 1, 2004, the Putnam VT Health Sciences--Class IB Sub-Account, Putnam VT New Opportunities--Class IB Sub-Account, Putnam VT Research--Class IB Sub-Account and the Putnam VT Utilities Growth and Income--Class IB Sub-Accounts are no longer available for new investments. If you are currently invested in the Variable Sub-Accounts that invest in these Portfolios you may continue your investment. If, prior to October 1, 2004, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(3) Effective May 1, 2006 the Van Kampen LIT Aggressive Growth Portfolio, Class II is no longer available for new investments. If you are currently invested in the Variable Sub-Account that invests in this Portfolio you may continue your investment. If, prior to May 1, 2006, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into the Variable Sub-Account in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(4) Morgan Stanley Investment Management Inc., the adviser to the UIF

Portfolios, does business in certain instances using the name Van Kampen.

- (5) The Variable Sub-Accounts that invest in the UIF Capital Growth Portfolio, Class II Sub-Account and the UIF U.S. Mid Cap Value Portfolio, Class II Sub-Account are offered with Contracts issued on or after May 1, 2004. Contract Owners of Contracts issued prior to May 1, 2004 may only invest in the Variable Sub-Accounts that invest in the UIF Capital Growth Portfolio, Class I Sub-Account and the UIF U.S. Mid Cap Value Portfolio, Class I Sub-Account.

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with 5  
Year Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.4

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Fidelity VIP Contrafund Portfolio--Service Class 2	2006	\$10.000	\$10.270	58,931
	2007	\$10.270	\$11.854	205,386
	2008	\$11.854	\$6.685	199,825
-----				
Fidelity VIP Freedom 2010 Portfolio--Service Class 2	2006	\$10.000	\$10.462	22,865
	2007	\$10.462	\$11.161	49,421
	2008	\$11.161	\$8.219	88,629
-----				
Fidelity VIP Freedom 2020 Portfolio--Service Class 2	2006	\$10.000	\$10.491	0
	2007	\$10.491	\$11.353	0
	2008	\$11.353	\$7.507	8,967
-----				
Fidelity VIP Freedom 2030 Portfolio--Service Class 2	2006	\$10.000	\$10.500	4,936
	2007	\$10.500	\$11.477	3,177
	2008	\$11.477	\$6.983	1,002
-----				
Fidelity VIP Freedom Income Portfolio--Service Class 2	2006	\$10.000	\$10.352	2,423
	2007	\$10.352	\$10.789	4,787
	2008	\$10.789	\$9.481	6,169
-----				
Fidelity VIP Growth Stock Portfolio--Service Class 2	2006	\$10.000	\$9.746	0
	2007	\$9.746	\$11.730	1,813
	2008	\$11.730	\$6.375	1,340
-----				
Fidelity VIP Index 500 Portfolio--Service Class 2	2006	\$10.000	\$10.824	22,952
	2007	\$10.824	\$11.203	55,881
	2008	\$11.203	\$6.928	58,510
-----				
Fidelity VIP Mid Cap Portfolio--Service Class 2	2006	\$10.000	\$9.879	9,989
	2007	\$9.879	\$11.212	38,987
	2008	\$11.212	\$6.663	39,134
-----				
FTVIP Franklin Growth and Income Securities Fund--Class 2	2002	\$10.000	\$10.853	1,895
	2003	\$10.853	\$13.425	31,028
	2004	\$13.425	\$14.614	68,823
	2005	\$14.614	\$14.888	79,315
	2006	\$14.888	\$17.107	84,562
	2007	\$17.107	\$16.210	90,229
	2008	\$16.210	\$10.345	80,421
-----				
FTVIP Franklin Income Securities Fund--Class 2	2004	\$10.000	\$11.240	22,636
	2005	\$11.240	\$11.240	258,448
	2006	\$11.240	\$13.079	488,323
	2007	\$13.079	\$13.354	651,119
	2008	\$13.354	\$9.244	569,671

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with 5  
Year Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.4

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
FTVIP Franklin Large Cap Growth Securities Fund--Class 2	2004	\$10.000	\$10.525	1,153
	2005	\$10.525	\$10.468	106,672
	2006	\$10.468	\$11.425	209,179
	2007	\$11.425	\$11.943	242,913
	2008	\$11.943	\$7.695	220,904
-----				
FTVIP Franklin Small-Mid Cap Growth Securities Fund--Class 2 (1)	2002	\$10.000	\$11.538	0
	2003	\$11.538	\$15.583	2,120
	2004	\$15.583	\$17.095	1,457
	2005	\$17.095	\$17.630	1,685
	2006	\$17.630	\$18.858	1,833
	2007	\$18.858	\$20.643	1,745
	2008	\$20.643	\$11.681	1,870
-----				
FTVIP Franklin Small Cap Value Securities Fund--Class 2	2002	\$10.000	\$11.228	0
	2003	\$11.228	\$14.599	17,710
	2004	\$14.599	\$17.778	32,091
	2005	\$17.778	\$19.031	56,409
	2006	\$19.031	\$21.909	67,453
	2007	\$21.909	\$21.046	74,742
	2008	\$21.046	\$13.873	68,129
-----				
FTVIP Franklin U.S. Government Fund--Class 2	2004	\$10.000	\$10.253	4,788
	2005	\$10.253	\$10.333	36,809
	2006	\$10.333	\$10.577	69,659
	2007	\$10.577	\$11.096	71,356
	2008	\$11.096	\$11.748	84,106
-----				
FTVIP Mutual Discovery Securities Fund--Class 2	2006	\$10.000	\$11.019	28,256
	2007	\$11.019	\$12.127	139,069
	2008	\$12.127	\$8.538	142,841
-----				
FTVIP Mutual Shares Securities Fund--Class 2	2002	\$10.000	\$10.327	0
	2003	\$10.327	\$12.718	51,247
	2004	\$12.718	\$14.097	89,468
	2005	\$14.097	\$15.338	195,874
	2006	\$15.338	\$17.869	248,012
	2007	\$17.869	\$18.195	286,267
	2008	\$18.195	\$11.261	235,403

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with 5  
Year Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.4

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
FTVIP Templeton Developing Markets Securities Fund--Class 2	2002	\$10.000	\$11.236	0
	2003	\$11.236	\$16.917	4,338
	2004	\$16.917	\$20.762	10,936
	2005	\$20.762	\$26.037	24,121
	2006	\$26.037	\$32.822	33,128
	2007	\$32.822	\$41.594	21,398
	2008	\$41.594	\$19.358	21,909
-----				
FTVIP Templeton Foreign Securities Fund--Class 2	2002	\$10.000	\$10.477	0
	2003	\$10.477	\$13.633	10,738
	2004	\$13.633	\$15.902	24,545
	2005	\$15.902	\$17.241	131,380
	2006	\$17.241	\$20.606	214,900
	2007	\$20.606	\$23.411	229,814
	2008	\$23.411	\$13.736	198,347
-----				
FTVIP Templeton Global Income Securities Fund--Class 2 (1)	2002	\$10.000	\$10.723	1,921
	2003	\$10.723	\$12.920	1,995
	2004	\$12.920	\$14.589	2,561
	2005	\$14.589	\$13.916	2,729
	2006	\$13.916	\$15.444	2,751
	2007	\$15.444	\$16.870	2,584
	2008	\$16.870	\$17.632	1,829
-----				
Lord Abbett Series Fund--All Value Portfolio	2004	\$10.000	\$10.912	2,680
	2005	\$10.912	\$11.485	19,434
	2006	\$11.485	\$12.958	33,197
	2007	\$12.958	\$13.608	39,496
	2008	\$13.608	\$9.552	35,683
-----				
Lord Abbett Series Fund--Bond-Debenture Portfolio	2004	\$10.000	\$10.363	1,954
	2005	\$10.363	\$10.332	64,927
	2006	\$10.332	\$11.116	124,486
	2007	\$11.116	\$11.615	173,757
	2008	\$11.615	\$9.426	146,403
-----				
Lord Abbett Series Fund--Growth and Income Portfolio	2004	\$10.000	\$10.896	7,786
	2005	\$10.896	\$11.072	66,461
	2006	\$11.072	\$12.778	96,277
	2007	\$12.778	\$13.006	122,166
	2008	\$13.006	\$8.137	105,589

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with 5  
Year Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.4

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Lord Abbett Series Fund--Growth Opportunities Portfolio	2004	\$10.000	\$11.144	86
	2005	\$11.144	\$11.475	6,838
	2006	\$11.475	\$12.184	31,720
	2007	\$12.184	\$14.541	42,332
	2008	\$14.541	\$8.837	39,901
-----				
Lord Abbett Series Fund--Mid-Cap Value Portfolio	2004	\$10.000	\$11.127	2,907
	2005	\$11.127	\$11.851	88,785
	2006	\$11.851	\$13.090	113,220
	2007	\$13.090	\$12.955	133,809
	2008	\$12.955	\$7.732	127,162
-----				
Oppenheimer MidCap Fund/VA--Service Shares	2002	\$10.000	\$10.063	0
	2003	\$10.063	\$12.422	8,483
	2004	\$12.422	\$14.600	22,403
	2005	\$14.600	\$16.090	30,987
	2006	\$16.090	\$16.263	40,565
	2007	\$16.263	\$16.969	36,754
	2008	\$16.969	\$8.481	36,514
-----				
Oppenheimer Balanced Fund/VA--Service Shares	2002	\$10.000	\$10.699	0
	2003	\$10.699	\$13.128	14,806
	2004	\$13.128	\$14.184	25,039
	2005	\$14.184	\$14.472	40,359
	2006	\$14.472	\$15.789	46,580
	2007	\$15.789	\$16.078	45,964
	2008	\$16.078	\$8.921	44,678
-----				
Oppenheimer Core Bond Fund/VA--Service Shares	2004	\$10.000	\$10.110	1,900
	2005	\$10.110	\$10.182	19,950
	2006	\$10.182	\$10.515	131,838
	2007	\$10.515	\$10.770	250,642
	2008	\$10.770	\$6.457	255,607
-----				
Oppenheimer Capital Appreciation Fund/VA--Service Shares	2003	\$10.000	\$12.298	16,293
	2004	\$12.298	\$12.903	62,821
	2005	\$12.903	\$13.316	119,313
	2006	\$13.316	\$14.111	148,739
	2007	\$14.111	\$15.810	121,790
	2008	\$15.810	\$8.454	106,556

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with 5  
Year Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.4

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Oppenheimer Global Securities Fund/VA--Service Shares	2002	\$10.000	\$10.150	0
	2003	\$10.150	\$14.270	4,146
	2004	\$14.270	\$16.695	18,071
	2005	\$16.695	\$18.740	21,315
	2006	\$18.740	\$21.645	21,514
	2007	\$21.645	\$22.595	24,156
	2008	\$22.595	\$13.267	18,696
-----				
Oppenheimer High Income Fund/VA--Service Shares	2002	\$10.000	\$10.663	0
	2003	\$10.663	\$12.991	12
	2004	\$12.991	\$13.901	41,186
	2005	\$13.901	\$13.955	48,901
	2006	\$13.955	\$15.000	61,033
	2007	\$15.000	\$14.691	66,322
	2008	\$14.691	\$3.098	87,042
-----				
Oppenheimer Main Street Fund/VA--Service Shares	2002	\$10.000	\$10.179	1,945
	2003	\$10.179	\$12.666	26,782
	2004	\$12.666	\$13.604	59,125
	2005	\$13.604	\$14.157	140,753
	2006	\$14.157	\$15.989	202,184
	2007	\$15.989	\$16.387	197,820
	2008	\$16.387	\$9.897	190,381
-----				
Oppenheimer Main Street Small Cap Fund/VA--Service Shares	2002	\$10.000	\$10.356	0
	2003	\$10.356	\$14.701	14,941
	2004	\$14.701	\$17.242	25,485
	2005	\$17.242	\$18.617	41,748
	2006	\$18.617	\$21.007	54,905
	2007	\$21.007	\$20.384	54,188
	2008	\$20.384	\$12.436	48,848
-----				
Oppenheimer Strategic Bond Fund/VA--Service Shares	2002	\$10.000	\$10.553	1,928
	2003	\$10.553	\$12.168	41,097
	2004	\$12.168	\$12.984	77,772
	2005	\$12.984	\$13.095	191,974
	2006	\$13.095	\$13.820	247,776
	2007	\$13.820	\$14.898	297,150
	2008	\$14.898	\$12.537	258,453

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with 5  
Year Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.4

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Putnam VT Global Asset Allocation Fund--Class IB	2002	\$10.000	\$10.390	0
	2003	\$10.390	\$12.464	8,988
	2004	\$12.464	\$13.383	14,779
	2005	\$13.383	\$14.089	22,697
	2006	\$14.089	\$15.649	33,202
	2007	\$15.649	\$15.851	29,202
	2008	\$15.851	\$10.401	22,083
-----				
Putnam VT Growth and Income Fund--Class IB	2002	\$10.000	\$10.800	0
	2003	\$10.800	\$14.093	2,112
	2004	\$14.093	\$14.804	49,986
	2005	\$14.804	\$15.331	53,041
	2006	\$15.331	\$17.489	51,557
	2007	\$17.489	\$16.170	56,846
	2008	\$16.170	\$9.755	35,860
-----				
Putnam VT Health Sciences Fund--Class IB (2)	2002	\$10.000	\$9.726	0
	2003	\$9.726	\$11.331	978
	2004	\$11.331	\$11.945	1,958
	2005	\$11.945	\$13.308	2,147
	2006	\$13.308	\$13.462	2,250
	2007	\$13.462	\$13.168	2,107
	2008	\$13.168	\$10.746	1,552
-----				
Putnam VT High Yield Fund--Class IB	2002	\$10.000	\$10.743	0
	2003	\$10.743	\$13.378	20,709
	2004	\$13.378	\$14.554	39,241
	2005	\$14.554	\$14.766	58,158
	2006	\$14.766	\$16.062	84,296
	2007	\$16.062	\$16.246	90,170
	2008	\$16.246	\$11.820	71,506
-----				
Putnam VT Income Fund--Class IB	2002	\$10.000	\$10.187	0
	2003	\$10.187	\$10.469	33,742
	2004	\$10.469	\$10.759	65,425
	2005	\$10.759	\$10.838	153,673
	2006	\$10.838	\$11.149	278,298
	2007	\$11.149	\$11.544	316,107
	2008	\$11.544	\$8.642	257,346



ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with 5  
Year Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.4

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Putnam VT International Equity Fund--Class IB	2002	\$10.000	\$10.606	0
	2003	\$10.606	\$13.416	16,560
	2004	\$13.416	\$15.341	23,536
	2005	\$15.341	\$16.939	34,205
	2006	\$16.939	\$21.291	56,149
	2007	\$21.291	\$22.704	67,587
	2008	\$22.704	\$12.523	61,723
-----				
Putnam VT Investors Fund--Class IB	2002	\$10.000	\$10.409	0
	2003	\$10.409	\$13.024	4,222
	2004	\$13.024	\$14.437	5,134
	2005	\$14.437	\$15.460	14,206
	2006	\$15.460	\$17.334	28,439
	2007	\$17.334	\$16.176	33,309
	2008	\$16.176	\$9.623	21,458
-----				
Putnam VT Money Market Fund--Class IB	2002	\$10.000	\$9.987	0
	2003	\$9.987	\$9.878	3,503
	2004	\$9.878	\$9.785	25,745
	2005	\$9.785	\$9.873	132,095
	2006	\$9.873	\$10.144	212,468
	2007	\$10.144	\$10.459	333,114
	2008	\$10.459	\$10.557	236,819
-----				
Putnam VT New Opportunities Fund--Class IB (2)	2002	\$10.000	\$10.381	0
	2003	\$10.381	\$13.530	4,646
	2004	\$13.530	\$14.687	4,607
	2005	\$14.687	\$15.900	4,534
	2006	\$15.900	\$16.987	4,578
	2007	\$16.987	\$17.675	3,706
	2008	\$17.675	\$10.654	1,418
-----				
Putnam VT New Value Fund--Class IB	2002	\$10.000	\$11.206	0
	2003	\$11.206	\$14.610	3,413
	2004	\$14.610	\$16.596	9,332
	2005	\$16.596	\$17.296	52,908
	2006	\$17.296	\$19.747	83,473
	2007	\$19.747	\$18.481	99,643
	2008	\$18.481	\$10.047	92,634

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with 5  
Year Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.4

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Putnam VT Research Fund--Class IB (2)	2002	\$10.000	\$10.644	0
	2003	\$10.644	\$13.128	2,239
	2004	\$13.128	\$13.896	4,387
	2005	\$13.896	\$14.361	4,597
	2006	\$14.361	\$15.733	4,443
	2007	\$15.733	\$15.568	3,226
	2008	\$15.568	\$9.415	2,745
-----				
Putnam VT The George Putnam Fund of Boston--Class IB	2002	\$10.000	\$10.517	0
	2003	\$10.517	\$12.113	24,540
	2004	\$12.113	\$12.899	64,309
	2005	\$12.899	\$13.202	58,344
	2006	\$13.202	\$14.542	72,048
	2007	\$14.542	\$14.446	67,765
	2008	\$14.446	\$8.427	38,767
-----				
Putnam VT Utilities Growth and Income Fund--Class IB (2)	2002	\$10.000	\$11.472	0
	2003	\$11.472	\$14.093	2,112
	2004	\$14.093	\$16.864	5,170
	2005	\$16.864	\$18.020	5,057
	2006	\$18.020	\$22.529	4,787
	2007	\$22.529	\$26.590	2,885
	2008	\$26.590	\$18.188	2,084
-----				
Putnam VT Vista Fund--Class IB	2002	\$10.000	\$10.374	0
	2003	\$10.374	\$13.596	9,417
	2004	\$13.596	\$15.869	15,619
	2005	\$15.869	\$17.515	12,925
	2006	\$17.515	\$18.177	9,150
	2007	\$18.177	\$18.568	7,663
	2008	\$18.568	\$9.950	6,265
-----				
Putnam VT Voyager Fund--Class IB	2002	\$10.000	\$10.111	0
	2003	\$10.111	\$12.429	44,440
	2004	\$12.429	\$12.847	54,946
	2005	\$12.847	\$13.363	71,627
	2006	\$13.363	\$13.866	70,383
	2007	\$13.866	\$14.398	64,271
	2008	\$14.398	\$8.922	51,527
-----				
Van Kampen LIT Mid Cap Growth Portfolio, Class II (3)	2004	\$10.000	\$11.130	5,000
	2005	\$11.130	\$12.171	9,550
	2006	\$12.171	\$12.567	7,898
	2007	\$12.567	\$14.543	7,549
	2008	\$14.543	\$7.609	6,352

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with 5  
Year Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.4

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Van Kampen LIT Comstock Portfolio, Class II	2004	\$10.000	\$11.343	29,089
	2005	\$11.343	\$11.622	104,771
	2006	\$11.622	\$13.273	162,673
	2007	\$13.273	\$12.757	166,026
	2008	\$12.757	\$8.059	133,110
-----				
Van Kampen LIT Capital Growth Portfolio, Class II	2002	\$10.000	\$9.412	0
	2003	\$9.412	\$11.767	4,800
	2004	\$11.767	\$12.365	16,427
	2005	\$12.365	\$13.098	35,171
	2006	\$13.098	\$13.229	43,766
	2007	\$13.229	\$15.184	46,533
	2008	\$15.184	\$7.603	41,011
-----				
Van Kampen LIT Growth and Income Portfolio, Class II	2002	\$10.000	\$10.655	0
	2003	\$10.655	\$13.388	16,041
	2004	\$13.388	\$15.035	55,062
	2005	\$15.035	\$16.235	97,713
	2006	\$16.235	\$18.530	121,276
	2007	\$18.530	\$18.694	125,665
	2008	\$18.694	\$12.471	111,525
-----				
Van Kampen LIT Money Market Portfolio, Class II	2003	\$10.000	\$10.000	0
	2004	\$10.000	\$9.895	23,867
	2005	\$9.895	\$9.975	76,491
	2006	\$9.975	\$10.226	55,566
	2007	\$10.226	\$10.511	52,997
	2008	\$10.511	\$10.529	45,546
-----				
UIF Emerging Markets Debt Portfolio, Class II (4)	2002	\$10.000	\$11.062	0
	2003	\$11.062	\$13.908	2,511
	2004	\$13.908	\$15.067	7,583
	2005	\$15.067	\$16.627	20,297
	2006	\$16.627	\$18.131	24,735
	2007	\$18.131	\$18.983	25,013
	2008	\$18.983	\$15.882	22,345
-----				
UIF Equity and Income Portfolio, Class II (4)	2004	\$10.000	\$10.967	40,892
	2005	\$10.967	\$11.589	82,180
	2006	\$11.589	\$12.840	139,142
	2007	\$12.840	\$13.060	160,968
	2008	\$13.060	\$9.937	149,835

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with 5  
Year Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.4

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
UIF Capital Growth Portfolio, Class I (4)(5)	2004	\$10.000	\$10.763	7,291
	2005	\$10.763	\$12.257	6,860
	2006	\$12.257	\$12.558	5,209
	2007	\$12.558	\$15.064	4,795
	2008	\$15.064	\$7.532	3,861
-----				
UIF Capital Growth Portfolio, Class II (4)(5)	2004	\$10.000	\$10.738	4,141
	2005	\$10.738	\$12.203	5,702
	2006	\$12.203	\$12.468	8,295
	2007	\$12.468	\$14.926	8,181
	2008	\$14.926	\$7.440	8,649
-----				
UIF Global Franchise Portfolio, Class II (4)	2003	\$10.000	\$10.000	0
	2004	\$10.000	\$11.098	20,294
	2005	\$11.098	\$12.230	67,795
	2006	\$12.230	\$14.625	126,365
	2007	\$14.625	\$15.798	126,897
	2008	\$15.798	\$11.048	108,420
-----				
UIF U.S. Mid Cap Growth Portfolio, Class II (4)	2006	\$10.000	\$9.833	33,087
	2007	\$9.833	\$11.864	55,991
	2008	\$11.864	\$6.209	61,786
-----				
UIF Small Company Growth Portfolio, Class II (4)	2003	\$10.000	\$13.593	1,742
	2004	\$13.593	\$15.912	8,905
	2005	\$15.912	\$17.677	12,996
	2006	\$17.677	\$19.456	11,922
	2007	\$19.456	\$19.712	9,527
	2008	\$19.712	\$11.554	7,698
-----				
UIF U.S. Mid Cap Value Portfolio, Class I (4)(5)	2004	\$10.000	\$11.306	17,454
	2005	\$11.306	\$12.497	18,097
	2006	\$12.497	\$14.844	17,725
	2007	\$14.844	\$15.753	14,683
	2008	\$15.753	\$9.101	13,906
-----				
UIF U.S. Mid Cap Value Portfolio, Class II (4)(5)	2004	\$10.000	\$11.300	18,683
	2005	\$11.300	\$12.472	23,225
	2006	\$12.472	\$14.805	40,335
	2007	\$14.805	\$15.697	53,940
	2008	\$15.697	\$9.049	55,316

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with 5 Year Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.4

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
UIF U.S. Real Estate Portfolio, Class II (4)	2002	\$10.000	\$10.703	0
	2003	\$10.703	\$14.547	10,341
	2004	\$14.547	\$19.479	25,715
	2005	\$19.479	\$22.382	34,738
	2006	\$22.382	\$30.325	37,755
	2007	\$30.325	\$24.686	45,700
	2008	\$24.686	\$15.048	41,215

\* The Allstate Advisor Preferred Contracts with 5 Year Withdrawal Charge Option were first offered on October 14, 2002. All of the Variable Sub-Accounts shown above were first offered under the Contracts on October 14, 2002, except for the Oppenheimer Capital Appreciation/VA--Service Shares Sub-Account and UIF Small Company Growth, Class II Sub-Accounts which were first offered under the Contracts on May 1, 2003, the Van Kampen LIT Money Market, Class II Sub-Account and UIF Global Franchise, Class II Sub-Accounts, which were first offered under the Contracts on December 31, 2003, and the FTVIP Franklin Income Securities--Class 2 Sub-Account, FTVIP Franklin U.S. Government--Class 2 Sub-Account, Van Kampen LIT Aggressive Growth, Class II Sub-Account, Van Kampen LIT Comstock, Class II Sub-Account, UIF Equity and Income, Class II Sub-Account, UIF Capital Growth, Class II Sub-Account, and UIF U.S. Mid Cap Value, Class II Sub-Account, which were first offered under the Contracts on May 1, 2004 and the FTVIP Franklin Large Cap Growth Securities--Class 2 Sub-Account, Lord Abbett Series Fund--All Value Portfolio, Lord Abbett Series Fund--Bond-Debenture Portfolio, Lord Abbett Series Fund--Growth and Income Portfolio, Lord Abbett Series Fund--Growth Opportunities Portfolio, Lord Abbett Series Fund--Mid-Cap Value Portfolio and Oppenheimer Core Bond/VA--Service Shares Sub-Account which were first offered with the Contracts on October 1, 2004, and the Fidelity VIP Contrafund--Service Class 2 Sub-Account, Fidelity VIP Freedom 2010--Service Class 2 Sub-Account, Fidelity VIP Freedom 2020--Service Class 2 Sub-Account, Fidelity VIP Freedom 2030--Service Class 2 Sub-Account, Fidelity VIP Freedom Income--Service Class 2 Sub-Account, Fidelity VIP Growth Stock--Service Class 2 Sub-Account, Fidelity VIP Index 500--Service Class 2 Sub-Account, Fidelity VIP Mid Cap--Service Class 2 Sub-Account, FTVIP Mutual Discovery Securities--Class 2 Sub-Account and UIF U.S. Mid Cap Growth, Class II Sub-Account, which were first offered under the Contracts on May 1, 2006. The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 1.40% and an administrative expense charge of 0.19%.

(1) Effective May 1, 2003, the FTVIP Franklin Small-Mid Cap Growth Securities--Class 2 Sub-Account and the FTVIP Templeton Global Income Securities--Class 2 Sub-Accounts are no longer available for new investments. If you are currently invested in the Variable Sub-Accounts that invest in these Portfolios you may continue your investment. If, prior to May 1, 2003, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(2) Effective October 1, 2004, the Putnam VT Health Sciences--Class IB Sub-Account, Putnam VT New Opportunities--Class IB Sub-Account, Putnam VT Research--Class IB Sub-Account and the Putnam VT Utilities Growth and Income--Class IB Sub-Accounts are no longer available for new investments. If you are currently invested in the Variable Sub-Accounts that invest in these Portfolios you may continue your investment. If, prior to October 1, 2004, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(3) Effective May 1, 2006 the Van Kampen LIT Aggressive Growth Portfolio, Class II is no longer available for new investments. If you are currently invested in the Variable Sub-Account that invests in this Portfolio you may continue your investment. If, prior to May 1, 2006, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into the Variable Sub-Account in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(4) Morgan Stanley Investment Management Inc., the adviser to the UIF

Portfolios, does business in certain instances using the name Van Kampen.

- (5) The Variable Sub-Accounts that invest in the UIF Capital Growth Portfolio, Class II Sub-Account and the UIF U.S. Mid Cap Value Portfolio, Class II Sub-Account are offered with Contracts issued on or after May 1, 2004. Contract Owners of Contracts issued prior to May 1, 2004 may only invest in the Variable Sub-Accounts that invest in the UIF Capital Growth Portfolio, Class I Sub-Account and the UIF U.S. Mid Cap Value Portfolio, Class I Sub-Account.

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with 5  
Year Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual  
Increase) Option, both added on or after May 1, 2003, and the Earnings  
Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.3

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Fidelity VIP Contrafund Portfolio--Service Class 2				
	2006	\$10.000	\$10.207	0
	2007	\$10.207	\$11.673	0
	2008	\$11.673	\$6.523	0
-----				
Fidelity VIP Freedom 2010 Portfolio--Service Class 2				
	2006	\$10.000	\$10.397	0
	2007	\$10.397	\$10.991	0
	2008	\$10.991	\$8.020	0
-----				
Fidelity VIP Freedom 2020 Portfolio--Service Class 2				
	2006	\$10.000	\$10.427	0
	2007	\$10.427	\$11.179	0
	2008	\$11.179	\$7.325	0
-----				
Fidelity VIP Freedom 2030 Portfolio--Service Class 2				
	2006	\$10.000	\$10.436	0
	2007	\$10.436	\$11.302	0
	2008	\$11.302	\$6.813	0
-----				
Fidelity VIP Freedom Income Portfolio--Service Class 2				
	2006	\$10.000	\$10.289	0
	2007	\$10.289	\$10.624	0
	2008	\$10.624	\$9.251	0
-----				
Fidelity VIP Growth Stock Portfolio--Service Class 2				
	2006	\$10.000	\$9.686	0
	2007	\$9.686	\$11.551	0
	2008	\$11.551	\$6.220	0
-----				
Fidelity VIP Index 500 Portfolio--Service Class 2				
	2006	\$10.000	\$10.757	0
	2007	\$10.757	\$11.031	0
	2008	\$11.031	\$6.759	0
-----				
Fidelity VIP Mid Cap Portfolio--Service Class 2				
	2006	\$10.000	\$9.818	0
	2007	\$9.818	\$11.040	0
	2008	\$11.040	\$6.501	0
-----				
FTVIP Franklin Growth and Income Securities Fund--Class 2				
	2003	\$10.680	\$13.292	0
	2004	\$13.292	\$14.336	0
	2005	\$14.336	\$14.472	0
	2006	\$14.472	\$16.477	0
	2007	\$16.477	\$15.469	0
	2008	\$15.469	\$9.782	0
-----				
FTVIP Franklin Income Securities Fund--Class 2				
	2004	\$10.000	\$11.171	0
	2005	\$11.171	\$11.069	0
	2006	\$11.069	\$12.763	0
	2007	\$12.763	\$12.911	0
	2008	\$12.911	\$8.856	0

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with 5  
Year Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual  
Increase) Option, both added on or after May 1, 2003, and the Earnings  
Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.3

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
FTVIP Franklin Large Cap Growth Securities Fund--Class 2	2004	\$10.000	\$10.501	0
	2005	\$10.501	\$10.349	40
	2006	\$10.349	\$11.192	40
	2007	\$11.192	\$11.592	40
	2008	\$11.592	\$7.400	40
-----				
FTVIP Franklin Small-Mid Cap Growth Securities Fund--Class 2 (1)	2003	\$11.801	\$15.428	0
	2004	\$15.428	\$16.770	0
	2005	\$16.770	\$17.137	0
	2006	\$17.137	\$18.164	0
	2007	\$18.164	\$19.700	0
	2008	\$19.700	\$11.045	0
-----				
FTVIP Franklin Small Cap Value Securities Fund--Class 2	2003	\$11.021	\$14.453	0
	2004	\$14.453	\$17.440	0
	2005	\$17.440	\$18.498	0
	2006	\$18.498	\$21.102	0
	2007	\$21.102	\$20.084	0
	2008	\$20.084	\$13.117	0
-----				
FTVIP Franklin U.S. Government Fund--Class 2	2004	\$10.000	\$10.190	0
	2005	\$10.190	\$10.176	0
	2006	\$10.176	\$10.322	0
	2007	\$10.322	\$10.728	0
	2008	\$10.728	\$11.255	0
-----				
FTVIP Mutual Discovery Securities Fund--Class 2	2006	\$10.000	\$10.951	0
	2007	\$10.951	\$11.942	0
	2008	\$11.942	\$8.331	0
-----				
FTVIP Mutual Shares Securities Fund--Class 2	2003	\$10.581	\$12.591	0
	2004	\$12.591	\$13.829	0
	2005	\$13.829	\$14.909	0
	2006	\$14.909	\$17.211	552
	2007	\$17.211	\$17.364	548
	2008	\$17.364	\$10.648	545
-----				
FTVIP Templeton Developing Markets Securities Fund--Class 2	2003	\$11.655	\$16.748	0
	2004	\$16.748	\$20.367	0
	2005	\$20.367	\$25.309	0
	2006	\$25.309	\$31.613	0
	2007	\$31.613	\$39.694	0
	2008	\$39.694	\$18.304	0



ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with 5  
Year Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual  
Increase) Option, both added on or after May 1, 2003, and the Earnings  
Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.3

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
FTVIP Templeton Foreign Securities Fund--Class 2	2003	\$10.359	\$13.497	0
	2004	\$13.497	\$15.599	0
	2005	\$15.599	\$16.759	0
	2006	\$16.759	\$19.847	281
	2007	\$19.847	\$22.342	279
	2008	\$22.342	\$12.988	277
-----				
FTVIP Templeton Global Income Securities Fund--Class 2 (1)	2003	\$11.563	\$12.792	0
	2004	\$12.792	\$14.312	0
	2005	\$14.312	\$13.526	0
	2006	\$13.526	\$14.875	0
	2007	\$14.875	\$16.099	0
	2008	\$16.099	\$16.672	0
-----				
Lord Abbett Series Fund--All Value Portfolio	2004	\$10.000	\$10.887	0
	2005	\$10.887	\$11.355	0
	2006	\$11.355	\$12.694	0
	2007	\$12.694	\$13.208	0
	2008	\$13.208	\$9.186	0
-----				
Lord Abbett Series Fund--Bond-Debenture Portfolio	2004	\$10.000	\$10.339	0
	2005	\$10.339	\$10.214	0
	2006	\$10.214	\$10.890	0
	2007	\$10.890	\$11.274	0
	2008	\$11.274	\$9.065	0
-----				
Lord Abbett Series Fund--Growth and Income Portfolio	2004	\$10.000	\$10.871	0
	2005	\$10.871	\$10.946	0
	2006	\$10.946	\$12.518	0
	2007	\$12.518	\$12.624	0
	2008	\$12.624	\$7.826	0
-----				
Lord Abbett Series Fund--Growth Opportunities Portfolio	2004	\$10.000	\$11.119	0
	2005	\$11.119	\$11.344	0
	2006	\$11.344	\$11.936	0
	2007	\$11.936	\$14.114	0
	2008	\$14.114	\$8.499	0
-----				
Lord Abbett Series Fund--Mid-Cap Value Portfolio	2004	\$10.000	\$11.102	0
	2005	\$11.102	\$11.716	0
	2006	\$11.716	\$12.823	0
	2007	\$12.823	\$12.574	0
	2008	\$12.574	\$7.435	0

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with 5  
Year Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual  
Increase) Option, both added on or after May 1, 2003, and the Earnings  
Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.3

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Oppenheimer MidCap Fund/VA--Service Shares	2003	\$10.319	\$12.298	0
	2004	\$12.298	\$14.322	0
	2005	\$14.322	\$15.640	0
	2006	\$15.640	\$15.664	0
	2007	\$15.664	\$16.193	0
	2008	\$16.193	\$8.019	0
-----				
Oppenheimer Balanced Fund/VA--Service Shares	2003	\$11.085	\$12.997	0
	2004	\$12.997	\$13.914	0
	2005	\$13.914	\$14.067	0
	2006	\$14.067	\$15.207	0
	2007	\$15.207	\$15.343	0
	2008	\$15.343	\$8.435	0
-----				
Oppenheimer Core Bond Fund/VA--Service Shares	2004	\$10.000	\$10.087	0
	2005	\$10.087	\$10.066	0
	2006	\$10.066	\$10.300	0
	2007	\$10.300	\$10.453	0
	2008	\$10.453	\$6.210	0
-----				
Oppenheimer Capital Appreciation Fund/VA--Service Shares	2003	\$10.000	\$12.222	0
	2004	\$12.222	\$12.707	0
	2005	\$12.707	\$12.994	0
	2006	\$12.994	\$13.644	0
	2007	\$13.644	\$15.146	0
	2008	\$15.146	\$8.025	0
-----				
Oppenheimer Global Securities Fund/VA--Service Shares	2003	\$10.062	\$14.128	0
	2004	\$14.128	\$16.377	0
	2005	\$16.377	\$18.216	0
	2006	\$18.216	\$20.848	0
	2007	\$20.848	\$21.563	0
	2008	\$21.563	\$12.545	0
-----				
Oppenheimer High Income Fund/VA--Service Shares	2003	\$11.708	\$12.861	0
	2004	\$12.861	\$13.636	0
	2005	\$13.636	\$13.564	0
	2006	\$13.564	\$14.448	0
	2007	\$14.448	\$14.020	0
	2008	\$14.020	\$2.929	0

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with 5  
Year Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual  
Increase) Option, both added on or after May 1, 2003, and the Earnings  
Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.3

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Oppenheimer Main Street Fund/VA--Service Shares				
	2003	\$10.442	\$12.540	370
	2004	\$12.540	\$13.346	498
	2005	\$13.346	\$13.761	525
	2006	\$13.761	\$15.400	29
	2007	\$15.400	\$15.638	29
	2008	\$15.638	\$9.358	29
-----				
Oppenheimer Main Street Small Cap Fund/VA--Service Shares				
	2003	\$10.692	\$14.554	321
	2004	\$14.554	\$16.914	428
	2005	\$16.914	\$18.096	213
	2006	\$18.096	\$20.234	211
	2007	\$20.234	\$19.452	210
	2008	\$19.452	\$11.759	209
-----				
Oppenheimer Strategic Bond Fund/VA--Service Shares				
	2003	\$11.224	\$12.046	0
	2004	\$12.046	\$12.737	0
	2005	\$12.737	\$12.729	0
	2006	\$12.729	\$13.310	0
	2007	\$13.310	\$14.217	0
	2008	\$14.217	\$11.855	0
-----				
Putnam VT Global Asset Allocation Fund--Class IB				
	2003	\$10.730	\$12.339	0
	2004	\$12.339	\$13.128	0
	2005	\$13.128	\$13.695	0
	2006	\$13.695	\$15.072	0
	2007	\$15.072	\$15.127	0
	2008	\$15.127	\$9.835	0
-----				
Putnam VT Growth and Income Fund--Class IB				
	2003	\$10.971	\$13.404	0
	2004	\$13.404	\$14.522	0
	2005	\$14.522	\$14.902	0
	2006	\$14.902	\$16.845	0
	2007	\$16.845	\$15.431	0
	2008	\$15.431	\$9.224	0
-----				
Putnam VT Health Sciences Fund--Class IB (2)				
	2003	\$10.213	\$11.218	0
	2004	\$11.218	\$11.718	0
	2005	\$11.718	\$12.935	0
	2006	\$12.935	\$12.966	0
	2007	\$12.966	\$12.566	0
	2008	\$12.566	\$10.161	0

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with 5  
Year Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual  
Increase) Option, both added on or after May 1, 2003, and the Earnings  
Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.3

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Putnam VT High Yield Fund--Class IB				
	2003	\$11.841	\$13.245	0
	2004	\$13.245	\$14.277	0
	2005	\$14.277	\$14.353	0
	2006	\$14.353	\$15.470	0
	2007	\$15.470	\$15.504	0
	2008	\$15.504	\$11.177	0
-----				
Putnam VT Income Fund--Class IB				
	2003	\$10.335	\$10.364	0
	2004	\$10.364	\$10.554	0
	2005	\$10.554	\$10.535	0
	2006	\$10.535	\$10.738	0
	2007	\$10.738	\$11.016	0
	2008	\$11.016	\$8.171	0
-----				
Putnam VT International Equity Fund--Class IB				
	2003	\$10.554	\$13.282	0
	2004	\$13.282	\$15.049	0
	2005	\$15.049	\$16.465	0
	2006	\$16.465	\$20.507	0
	2007	\$20.507	\$21.667	0
	2008	\$21.667	\$11.841	0
-----				
Putnam VT Investors Fund--Class IB				
	2003	\$10.670	\$12.894	0
	2004	\$12.894	\$14.163	0
	2005	\$14.163	\$15.027	0
	2006	\$15.027	\$16.696	0
	2007	\$16.696	\$15.437	0
	2008	\$15.437	\$9.099	0
-----				
Putnam VT Money Market Fund--Class IB				
	2003	\$9.917	\$9.779	0
	2004	\$9.779	\$9.598	0
	2005	\$9.598	\$9.597	0
	2006	\$9.597	\$9.770	0
	2007	\$9.770	\$9.981	0
	2008	\$9.981	\$9.982	0
-----				
Putnam VT New Opportunities Fund--Class IB (2)				
	2003	\$10.957	\$13.395	0
	2004	\$13.395	\$14.408	0
	2005	\$14.408	\$15.456	0
	2006	\$15.456	\$16.362	0
	2007	\$16.362	\$16.868	0
	2008	\$16.868	\$10.074	0

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with 5  
Year Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual  
Increase) Option, both added on or after May 1, 2003, and the Earnings  
Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.3

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Putnam VT New Value Fund--Class IB	2003	\$11.298	\$14.464	0
	2004	\$14.464	\$16.280	0
	2005	\$16.280	\$16.812	0
	2006	\$16.812	\$19.020	0
	2007	\$19.020	\$17.637	0
	2008	\$17.637	\$9.500	0
-----				
Putnam VT Research Fund--Class IB (2)	2003	\$10.819	\$12.997	356
	2004	\$12.997	\$13.632	481
	2005	\$13.632	\$13.960	478
	2006	\$13.960	\$15.153	0
	2007	\$15.153	\$14.856	0
	2008	\$14.856	\$8.902	0
-----				
Putnam VT The George Putnam Fund of Boston--Class IB	2003	\$10.660	\$11.992	0
	2004	\$11.992	\$12.654	0
	2005	\$12.654	\$12.833	0
	2006	\$12.833	\$14.006	0
	2007	\$14.006	\$13.786	0
	2008	\$13.786	\$7.968	0
-----				
Putnam VT Utilities Growth and Income Fund--Class IB (2)	2003	\$11.623	\$13.975	0
	2004	\$13.975	\$16.543	0
	2005	\$16.543	\$17.516	0
	2006	\$17.516	\$21.699	0
	2007	\$21.699	\$25.376	0
	2008	\$25.376	\$17.199	0
-----				
Putnam VT Vista Fund--Class IB	2003	\$10.776	\$13.460	0
	2004	\$13.460	\$15.567	0
	2005	\$15.567	\$17.025	0
	2006	\$17.025	\$17.507	0
	2007	\$17.507	\$17.719	0
	2008	\$17.719	\$9.408	0
-----				
Putnam VT Voyager Fund--Class IB	2003	\$10.557	\$12.305	0
	2004	\$12.305	\$12.603	0
	2005	\$12.603	\$12.989	0
	2006	\$12.989	\$13.355	0
	2007	\$13.355	\$13.740	0
	2008	\$13.740	\$8.436	0

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with 5  
Year Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual  
Increase) Option, both added on or after May 1, 2003, and the Earnings  
Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.3

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Van Kampen LIT Mid Cap Growth Portfolio, Class II (3)	2004	\$10.000	\$11.062	0
	2005	\$11.062	\$11.986	0
	2006	\$11.986	\$12.263	0
	2007	\$12.263	\$14.061	0
	2008	\$14.061	\$7.289	0
-----				
Van Kampen LIT Comstock Portfolio, Class II	2004	\$10.000	\$11.274	0
	2005	\$11.274	\$11.446	0
	2006	\$11.446	\$12.952	0
	2007	\$12.952	\$12.334	0
	2008	\$12.334	\$7.721	0
-----				
Van Kampen LIT Capital Growth Portfolio, Class II	2003	\$9.909	\$11.650	0
	2004	\$11.650	\$12.129	0
	2005	\$12.129	\$12.732	0
	2006	\$12.732	\$12.742	0
	2007	\$12.742	\$14.490	0
	2008	\$14.490	\$7.189	0
-----				
Van Kampen LIT Growth and Income Portfolio, Class II	2003	\$10.757	\$13.254	354
	2004	\$13.254	\$14.749	476
	2005	\$14.749	\$15.781	499
	2006	\$15.781	\$17.848	625
	2007	\$17.848	\$17.840	621
	2008	\$17.840	\$11.792	617
-----				
Van Kampen LIT Money Market Portfolio, Class II	2003	\$10.000	\$10.000	0
	2004	\$10.000	\$9.805	0
	2005	\$9.805	\$9.793	0
	2006	\$9.793	\$9.948	0
	2007	\$9.948	\$10.132	0
	2008	\$10.132	\$10.056	0
-----				
UIF Emerging Markets Debt Portfolio, Class II (4)	2003	\$12.265	\$13.770	0
	2004	\$13.770	\$14.780	0
	2005	\$14.780	\$16.162	0
	2006	\$16.162	\$17.464	0
	2007	\$17.464	\$18.115	0
	2008	\$18.115	\$15.018	0
-----				
UIF Equity and Income Portfolio, Class II (4)	2004	\$10.000	\$10.900	0
	2005	\$10.900	\$11.413	0
	2006	\$11.413	\$12.530	0
	2007	\$12.530	\$12.627	0
	2008	\$12.627	\$9.520	0

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with 5  
Year Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual  
Increase) Option, both added on or after May 1, 2003, and the Earnings  
Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.3

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
UIF Capital Growth Portfolio, Class I (4)(5)				
	2004	\$10.000	\$10.697	0
	2005	\$10.697	\$12.071	0
	2006	\$12.071	\$12.254	688,857
	2007	\$12.254	\$14.565	851
	2008	\$14.565	\$7.216	845
-----				
UIF Capital Growth Portfolio, Class II (4)(5)				
	2004	\$10.000	\$10.672	0
	2005	\$10.672	\$12.018	0
	2006	\$12.018	\$12.166	0
	2007	\$12.166	\$14.432	0
	2008	\$14.432	\$7.127	0
-----				
UIF Global Franchise Portfolio, Class II (4)				
	2003	\$10.000	\$10.000	0
	2004	\$10.000	\$10.996	0
	2005	\$10.996	\$12.007	0
	2006	\$12.007	\$14.228	0
	2007	\$14.228	\$15.228	0
	2008	\$15.228	\$10.551	0
-----				
UIF U.S. Mid Cap Growth Portfolio, Class II (4)				
	2006	\$10.000	\$9.772	0
	2007	\$9.772	\$11.682	0
	2008	\$11.682	\$6.058	0
-----				
UIF Small Company Growth Portfolio, Class II (4)				
	2003	\$10.000	\$13.510	0
	2004	\$13.510	\$15.670	0
	2005	\$15.670	\$17.250	0
	2006	\$17.250	\$18.813	211
	2007	\$18.813	\$18.885	210
	2008	\$18.885	\$10.968	208
-----				
UIF U.S. Mid Cap Value Portfolio, Class I (4)(5)				
	2004	\$10.000	\$11.237	629
	2005	\$11.237	\$12.307	313
	2006	\$12.307	\$14.486	311
	2007	\$14.486	\$15.231	309
	2008	\$15.231	\$8.719	307
-----				
UIF U.S. Mid Cap Value Portfolio, Class II (4)(5)				
	2004	\$10.000	\$11.231	0
	2005	\$11.231	\$12.282	0
	2006	\$12.282	\$14.447	0
	2007	\$14.447	\$15.176	0
	2008	\$15.176	\$8.668	0

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with 5 Year Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual Increase) Option, both added on or after May 1, 2003, and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.3

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
UIF U.S. Real Estate Portfolio, Class II (4)				
	2003	\$11.357	\$14.402	0
	2004	\$14.402	\$19.109	0
	2005	\$19.109	\$21.756	0
	2006	\$21.756	\$29.208	0
	2007	\$29.208	\$23.558	0
	2008	\$23.558	\$14.228	0

\* The Allstate Advisor Preferred Contracts with 5 Year Withdrawal Charge Option were first offered on October 14, 2002. All of the Variable Sub-Accounts shown above were first offered under the Allstate Advisor Preferred Contracts with 5 Year Withdrawal Charge Option and with the Earnings Protection Death Benefit Option, the MAV Death Benefit Option at 0.20%, and the Enhanced Beneficiary Protection (Annual Increase) Option at 0.30% on May 1, 2003, except for the Van Kampen LIT Money Market, Class II Sub-Account and UIF Global Franchise, Class II Sub-Accounts, which were first offered under the Contracts on December 31, 2003, and the FTVIP Franklin Income Securities--Class 2 Sub-Account, FTVIP Franklin U.S. Government--Class 2 Sub-Account, Van Kampen LIT Aggressive Growth, Class II Sub-Account, Van Kampen LIT Comstock, Class II Sub-Account, UIF Equity and Income, Class II Sub-Account, UIF Capital Growth, Class II Sub-Account, and UIF U.S. Mid Cap Value, Class II Sub-Account, which were first offered under the Contracts on May 1, 2004 and the FTVIP Franklin Large Cap Growth Securities--Class 2 Sub-Account, Lord Abbett Series Fund--All Value Portfolio, Lord Abbett Series Fund--Bond-Debenture Portfolio, Lord Abbett Series Fund--Growth and Income Portfolio, Lord Abbett Series Fund--Growth Opportunities Portfolio, Lord Abbett Series Fund--Mid-Cap Value Portfolio and Oppenheimer Core Bond/VA--Service Shares Sub-Account which were first offered with the Contracts on October 1, 2004, and the Fidelity VIP Contrafund--Service Class 2 Sub-Account, Fidelity VIP Freedom 2010--Service Class 2 Sub-Account, Fidelity VIP Freedom 2020--Service Class 2 Sub-Account, Fidelity VIP Freedom 2030--Service Class 2 Sub-Account, Fidelity VIP Freedom Income--Service Class 2 Sub-Account, Fidelity VIP Growth Stock--Service Class 2 Sub-Account, Fidelity VIP Index 500--Service Class 2 Sub-Account, Fidelity VIP Mid Cap--Service Class 2 Sub-Account, FTVIP Mutual Discovery Securities--Class 2 Sub-Account and UIF U.S. Mid Cap Growth, Class II Sub-Account, which were first offered under the Contracts on May 1, 2006. The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 2.30% and an administrative expense charge of 0.19%.

- (1) Effective May 1, 2003, the FTVIP Franklin Small-Mid Cap Growth Securities--Class 2 Sub-Account and the FTVIP Templeton Global Income Securities--Class 2 Sub-Accounts are no longer available for new investments. If you are currently invested in the Variable Sub-Accounts that invest in these Portfolios you may continue your investment. If, prior to May 1, 2003, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.
- (2) Effective October 1, 2004, the Putnam VT Health Sciences--Class IB Sub-Account, Putnam VT New Opportunities--Class IB Sub-Account, Putnam VT Research--Class IB Sub-Account and the Putnam VT Utilities Growth and Income--Class IB Sub-Accounts are no longer available for new investments. If you are currently invested in the Variable Sub-Accounts that invest in these Portfolios you may continue your investment. If, prior to October 1, 2004, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.
- (3) Effective May 1, 2006 the Van Kampen LIT Aggressive Growth Portfolio, Class II is no longer available for new investments. If you are currently invested in the Variable Sub-Account that invests in this Portfolio you may continue your investment. If, prior to May 1, 2006, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into the Variable Sub-Account in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.



(4) Morgan Stanley Investment Management Inc., the adviser to the UIF Portfolios, does business in certain instances using the name Van Kampen.

(5) The Variable Sub-Accounts that invest in the UIF Capital Growth Portfolio, Class II Sub-Account and the UIF U.S. Mid Cap Value Portfolio, Class II Sub-Account are offered with Contracts issued on or after May 1, 2004. Contract Owners of Contracts issued prior to May 1, 2004 may only invest in the Variable Sub-Accounts that invest in the UIF Capital Growth Portfolio, Class I Sub-Account and the UIF U.S. Mid Cap Value Portfolio, Class I Sub-Account.

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with 3  
Year Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.5

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Fidelity VIP Contrafund Portfolio--Service Class 2	2006	\$10.000	\$10.263	414,282
	2007	\$10.263	\$11.834	723,702
	2008	\$11.834	\$6.667	709,286
-----				
Fidelity VIP Freedom 2010 Portfolio--Service Class 2	2006	\$10.000	\$10.454	130,383
	2007	\$10.454	\$11.142	148,898
	2008	\$11.142	\$8.197	65,773
-----				
Fidelity VIP Freedom 2020 Portfolio--Service Class 2	2006	\$10.000	\$10.484	36,399
	2007	\$10.484	\$11.333	99,598
	2008	\$11.333	\$7.487	65,030
-----				
Fidelity VIP Freedom 2030 Portfolio--Service Class 2	2006	\$10.000	\$10.493	42,087
	2007	\$10.493	\$11.458	40,167
	2008	\$11.458	\$6.964	88,559
-----				
Fidelity VIP Freedom Income Portfolio--Service Class 2	2006	\$10.000	\$10.345	9,730
	2007	\$10.345	\$10.771	10,156
	2008	\$10.771	\$9.455	4,355
-----				
Fidelity VIP Growth Stock Portfolio--Service Class 2	2006	\$10.000	\$9.739	7,984
	2007	\$9.739	\$11.710	10,829
	2008	\$11.710	\$6.358	16,378
-----				
Fidelity VIP Index 500 Portfolio--Service Class 2	2006	\$10.000	\$10.816	37,450
	2007	\$10.816	\$11.184	47,278
	2008	\$11.184	\$6.909	85,968
-----				
Fidelity VIP Mid Cap Portfolio--Service Class 2	2006	\$10.000	\$9.872	94,755
	2007	\$9.872	\$11.192	192,846
	2008	\$11.192	\$6.645	203,011
-----				
FTVIP Franklin Growth and Income Securities Fund--Class 2	2002	\$10.000	\$10.851	347
	2003	\$10.851	\$13.409	117,457
	2004	\$13.409	\$14.582	236,098
	2005	\$14.582	\$14.840	310,781
	2006	\$14.840	\$17.034	302,687
	2007	\$17.034	\$16.124	261,390
	2008	\$16.124	\$10.280	205,726
-----				
FTVIP Franklin Income Securities Fund--Class 2	2004	\$10.000	\$11.233	66,922
	2005	\$11.233	\$11.221	1,005,366
	2006	\$11.221	\$13.044	2,122,022
	2007	\$13.044	\$13.304	2,815,817
	2008	\$13.304	\$9.200	2,181,007

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with 3  
Year Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.5

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
FTVIP Franklin Large Cap Growth Securities Fund--Class 2	2004	\$10.000	\$10.523	2,116
	2005	\$10.523	\$10.455	378,307
	2006	\$10.455	\$11.399	825,544
	2007	\$11.399	\$11.903	1,001,796
	2008	\$11.903	\$7.661	880,173
-----				
FTVIP Franklin Small-Mid Cap Growth Securities Fund--Class 2 (1)	2002	\$10.000	\$11.535	434
	2003	\$11.535	\$15.564	4,327
	2004	\$15.564	\$17.057	3,941
	2005	\$17.057	\$17.572	8,813
	2006	\$17.572	\$18.778	7,164
	2007	\$18.778	\$20.534	5,267
	2008	\$20.534	\$11.608	2,199
-----				
FTVIP Franklin Small Cap Value Securities Fund--Class 2	2002	\$10.000	\$11.225	860
	2003	\$11.225	\$14.581	101,030
	2004	\$14.581	\$17.739	168,475
	2005	\$17.739	\$18.969	285,208
	2006	\$18.969	\$21.816	356,890
	2007	\$21.816	\$20.935	345,544
	2008	\$20.935	\$13.785	247,439
-----				
FTVIP Franklin U.S. Government Fund--Class 2	2004	\$10.000	\$10.246	42,893
	2005	\$10.246	\$10.315	136,448
	2006	\$10.315	\$10.549	257,214
	2007	\$10.549	\$11.055	355,522
	2008	\$11.055	\$11.693	492,222
-----				
FTVIP Mutual Discovery Securities Fund--Class 2	2006	\$10.000	\$11.011	320,169
	2007	\$11.011	\$12.107	558,370
	2008	\$12.107	\$8.515	496,269
-----				
FTVIP Mutual Shares Securities Fund--Class 2	2002	\$10.000	\$10.324	2,174
	2003	\$10.324	\$12.703	148,918
	2004	\$12.703	\$14.065	358,905
	2005	\$14.065	\$15.288	688,072
	2006	\$15.288	\$17.793	1,079,337
	2007	\$17.793	\$18.099	1,269,936
	2008	\$18.099	\$11.190	1,016,065

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with 3  
Year Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.5

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
FTVIP Templeton Developing Markets Securities Fund--Class 2	2002	\$10.000	\$11.233	0
	2003	\$11.233	\$16.896	54,196
	2004	\$16.896	\$20.715	85,691
	2005	\$20.715	\$25.952	122,683
	2006	\$25.952	\$32.682	166,538
	2007	\$32.682	\$41.374	194,282
	2008	\$41.374	\$19.236	150,573
-----				
FTVIP Templeton Foreign Securities Fund--Class 2	2002	\$10.000	\$10.475	640
	2003	\$10.475	\$13.616	53,801
	2004	\$13.616	\$15.866	104,501
	2005	\$15.866	\$17.185	354,268
	2006	\$17.185	\$20.518	733,746
	2007	\$20.518	\$23.288	922,024
	2008	\$23.288	\$13.649	778,137
-----				
FTVIP Templeton Global Income Securities Fund--Class 2 (1)	2002	\$10.000	\$10.721	135
	2003	\$10.721	\$12.905	12,812
	2004	\$12.905	\$14.556	4,209
	2005	\$14.556	\$13.871	5,030
	2006	\$13.871	\$15.378	5,249
	2007	\$15.378	\$16.780	3,012
	2008	\$16.780	\$17.521	4,760
-----				
Lord Abbett Series Fund--All Value Portfolio	2004	\$10.000	\$10.909	1,724
	2005	\$10.909	\$11.471	75,627
	2006	\$11.471	\$12.929	147,228
	2007	\$12.929	\$13.563	126,050
	2008	\$13.563	\$9.511	98,141
-----				
Lord Abbett Series Fund--Bond-Debenture Portfolio	2004	\$10.000	\$10.360	3,670
	2005	\$10.360	\$10.319	188,567
	2006	\$10.319	\$11.091	388,338
	2007	\$11.091	\$11.577	495,383
	2008	\$11.577	\$9.386	389,523
-----				
Lord Abbett Series Fund--Growth and Income Portfolio	2004	\$10.000	\$10.893	11,058
	2005	\$10.893	\$11.057	149,184
	2006	\$11.057	\$12.749	311,007
	2007	\$12.749	\$12.963	391,344
	2008	\$12.963	\$8.102	269,542

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with 3  
Year Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.5

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Lord Abbett Series Fund--Growth Opportunities Portfolio	2004	\$10.000	\$11.141	2,150
	2005	\$11.141	\$11.460	37,104
	2006	\$11.460	\$12.156	134,749
	2007	\$12.156	\$14.493	199,136
	2008	\$14.493	\$8.799	163,727
-----				
Lord Abbett Series Fund--Mid-Cap Value Portfolio	2004	\$10.000	\$11.124	16
	2005	\$11.124	\$11.836	431,792
	2006	\$11.836	\$13.060	720,550
	2007	\$13.060	\$12.913	767,839
	2008	\$12.913	\$7.698	649,218
-----				
Oppenheimer MidCap Fund/VA--Service Shares	2002	\$10.000	\$10.060	0
	2003	\$10.060	\$12.406	22,549
	2004	\$12.406	\$14.567	68,809
	2005	\$14.567	\$16.038	102,358
	2006	\$16.038	\$16.193	132,006
	2007	\$16.193	\$16.879	111,355
	2008	\$16.879	\$8.427	65,981
-----				
Oppenheimer Balanced Fund/VA--Service Shares	2002	\$10.000	\$10.696	0
	2003	\$10.696	\$13.112	73,942
	2004	\$13.112	\$14.152	124,555
	2005	\$14.152	\$14.425	184,065
	2006	\$14.425	\$15.722	190,342
	2007	\$15.722	\$15.993	170,766
	2008	\$15.993	\$8.865	129,736
-----				
Oppenheimer Core Bond Fund/VA--Service Shares	2004	\$10.000	\$10.108	274
	2005	\$10.108	\$10.169	55,948
	2006	\$10.169	\$10.491	456,364
	2007	\$10.491	\$10.734	845,679
	2008	\$10.734	\$6.429	791,707
-----				
Oppenheimer Capital Appreciation Fund/VA--Service Shares	2003	\$10.000	\$12.289	45,608
	2004	\$12.289	\$12.881	124,466
	2005	\$12.881	\$13.280	313,104
	2006	\$13.280	\$14.059	394,571
	2007	\$14.059	\$15.735	358,649
	2008	\$15.735	\$8.405	328,673

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with 3  
Year Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.5

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Oppenheimer Global Securities Fund/VA--Service Shares	2002	\$10.000	\$10.148	0
	2003	\$10.148	\$14.253	38,933
	2004	\$14.253	\$16.657	62,907
	2005	\$16.657	\$18.679	59,949
	2006	\$18.679	\$21.553	90,930
	2007	\$21.553	\$22.475	82,603
	2008	\$22.475	\$13.184	61,365
-----				
Oppenheimer High Income Fund/VA--Service Shares	2002	\$10.000	\$10.661	508
	2003	\$10.661	\$12.975	81,371
	2004	\$12.975	\$13.869	165,436
	2005	\$13.869	\$13.909	197,061
	2006	\$13.909	\$14.936	160,880
	2007	\$14.936	\$14.614	134,180
	2008	\$14.614	\$3.078	135,257
-----				
Oppenheimer Main Street Fund/VA--Service Shares	2002	\$10.000	\$10.177	1,007
	2003	\$10.177	\$12.650	83,324
	2004	\$12.650	\$13.574	196,103
	2005	\$13.574	\$14.111	446,470
	2006	\$14.111	\$15.921	653,766
	2007	\$15.921	\$16.300	674,700
	2008	\$16.300	\$9.835	587,158
-----				
Oppenheimer Main Street Small Cap Fund/VA--Service Shares	2002	\$10.000	\$10.354	745
	2003	\$10.354	\$14.682	58,798
	2004	\$14.682	\$17.203	106,502
	2005	\$17.203	\$18.556	180,178
	2006	\$18.556	\$20.918	260,535
	2007	\$20.918	\$20.276	252,429
	2008	\$20.276	\$12.357	187,285
-----				
Oppenheimer Strategic Bond Fund/VA--Service Shares	2002	\$10.000	\$10.551	0
	2003	\$10.551	\$12.153	261,984
	2004	\$12.153	\$12.955	475,970
	2005	\$12.955	\$13.052	837,415
	2006	\$13.052	\$13.761	941,030
	2007	\$13.761	\$14.819	918,620
	2008	\$14.819	\$12.458	681,916

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with 3  
Year Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.5

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Putnam VT Global Asset Allocation Fund--Class IB	2002	\$10.000	\$10.388	0
	2003	\$10.388	\$12.448	12,054
	2004	\$12.448	\$13.353	35,146
	2005	\$13.353	\$14.043	132,476
	2006	\$14.043	\$15.582	172,913
	2007	\$15.582	\$15.767	162,161
	2008	\$15.767	\$10.335	107,317
-----				
Putnam VT Growth and Income Fund--Class IB	2002	\$10.000	\$10.798	1,666
	2003	\$10.798	\$14.075	15,549
	2004	\$14.075	\$14.771	186,092
	2005	\$14.771	\$15.281	223,540
	2006	\$15.281	\$17.414	189,319
	2007	\$17.414	\$16.084	159,148
	2008	\$16.084	\$9.693	116,929
-----				
Putnam VT Health Sciences Fund--Class IB (2)	2002	\$10.000	\$9.724	0
	2003	\$9.724	\$11.317	24,389
	2004	\$11.317	\$11.919	34,838
	2005	\$11.919	\$13.264	31,655
	2006	\$13.264	\$13.405	24,547
	2007	\$13.405	\$13.098	12,934
	2008	\$13.098	\$10.678	23,876
-----				
Putnam VT High Yield Fund--Class IB	2002	\$10.000	\$10.741	1,550
	2003	\$10.741	\$13.362	114,140
	2004	\$13.362	\$14.521	182,596
	2005	\$14.521	\$14.718	293,917
	2006	\$14.718	\$15.993	301,544
	2007	\$15.993	\$16.161	305,846
	2008	\$16.161	\$11.746	217,102
-----				
Putnam VT Income Fund--Class IB	2002	\$10.000	\$10.185	1,811
	2003	\$10.185	\$10.456	155,621
	2004	\$10.456	\$10.735	329,460
	2005	\$10.735	\$10.803	676,821
	2006	\$10.803	\$11.101	914,327
	2007	\$11.101	\$11.482	932,946
	2008	\$11.482	\$8.587	701,127

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with 3  
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ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.5

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Putnam VT International Equity Fund--Class IB	2002	\$10.000	\$10.604	319
	2003	\$10.604	\$13.399	50,972
	2004	\$13.399	\$15.306	72,525
	2005	\$15.306	\$16.884	136,789
	2006	\$16.884	\$21.200	208,019
	2007	\$21.200	\$22.584	267,987
	2008	\$22.584	\$12.444	235,795
-----				
Putnam VT Investors Fund--Class IB	2002	\$10.000	\$10.407	150
	2003	\$10.407	\$13.008	41,343
	2004	\$13.008	\$14.405	41,743
	2005	\$14.405	\$15.409	60,847
	2006	\$15.409	\$17.260	59,846
	2007	\$17.260	\$16.090	56,727
	2008	\$16.090	\$9.562	57,533
-----				
Putnam VT Money Market Fund--Class IB	2002	\$10.000	\$9.985	0
	2003	\$9.985	\$9.865	652,592
	2004	\$9.865	\$9.763	641,522
	2005	\$9.763	\$9.841	952,353
	2006	\$9.841	\$10.100	1,202,292
	2007	\$10.100	\$10.404	1,302,640
	2008	\$10.404	\$10.491	895,485
-----				
Putnam VT New Opportunities Fund--Class IB (2)	2002	\$10.000	\$10.379	1,640
	2003	\$10.379	\$13.513	20,679
	2004	\$13.513	\$14.654	33,167
	2005	\$14.654	\$15.849	32,056
	2006	\$15.849	\$16.915	20,031
	2007	\$16.915	\$17.582	4,574
	2008	\$17.582	\$10.587	3,141
-----				
Putnam VT New Value Fund--Class IB	2002	\$10.000	\$11.204	424
	2003	\$11.204	\$14.592	48,650
	2004	\$14.592	\$16.559	96,870
	2005	\$16.559	\$17.239	252,139
	2006	\$17.239	\$19.663	343,255
	2007	\$19.663	\$18.384	382,838
	2008	\$18.384	\$9.984	325,754



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VARIABLE SUB-ACCOUNT\*

Basic Contract

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Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Putnam VT Research Fund--Class IB (2)	2002	\$10.000	\$10.642	0
	2003	\$10.642	\$13.112	7,152
	2004	\$13.112	\$13.865	14,354
	2005	\$13.865	\$14.315	14,048
	2006	\$14.315	\$15.665	13,472
	2007	\$15.665	\$15.485	9,001
	2008	\$15.485	\$9.355	10,330
-----				
Putnam VT The George Putnam Fund of Boston--Class IB	2002	\$10.000	\$10.515	2,030
	2003	\$10.515	\$12.098	79,093
	2004	\$12.098	\$12.870	157,776
	2005	\$12.870	\$13.159	218,982
	2006	\$13.159	\$14.480	184,184
	2007	\$14.480	\$14.370	248,096
	2008	\$14.370	\$8.374	166,587
-----				
Putnam VT Utilities Growth and Income Fund--Class IB (2)	2002	\$10.000	\$11.470	0
	2003	\$11.470	\$14.075	15,549
	2004	\$14.075	\$16.826	25,933
	2005	\$16.826	\$17.961	23,337
	2006	\$17.961	\$22.432	18,945
	2007	\$22.432	\$26.449	13,069
	2008	\$26.449	\$18.074	8,045
-----				
Putnam VT Vista Fund--Class IB	2002	\$10.000	\$10.372	2,547
	2003	\$10.372	\$13.579	50,687
	2004	\$13.579	\$15.833	82,701
	2005	\$15.833	\$17.458	64,526
	2006	\$17.458	\$18.099	58,064
	2007	\$18.099	\$18.470	51,749
	2008	\$18.470	\$9.887	29,195
-----				
Putnam VT Voyager Fund--Class IB	2002	\$10.000	\$10.109	617
	2003	\$10.109	\$12.414	153,342
	2004	\$12.414	\$12.818	248,311
	2005	\$12.818	\$13.320	317,126
	2006	\$13.320	\$13.807	316,832
	2007	\$13.807	\$14.322	249,085
	2008	\$14.322	\$8.865	189,190
-----				
Van Kampen LIT Mid Cap Growth Portfolio, Class II (3)	2004	\$10.000	\$11.122	49,268
	2005	\$11.122	\$12.150	62,073
	2006	\$12.150	\$12.533	45,545
	2007	\$12.533	\$14.489	39,401
	2008	\$14.489	\$7.573	12,991

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VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.5

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Van Kampen LIT Comstock Portfolio, Class II	2004	\$10.000	\$11.336	53,964
	2005	\$11.336	\$11.603	402,711
	2006	\$11.603	\$13.237	647,016
	2007	\$13.237	\$12.709	665,447
	2008	\$12.709	\$8.021	537,414
-----				
Van Kampen LIT Capital Growth Portfolio, Class II	2002	\$10.000	\$9.410	0
	2003	\$9.410	\$11.753	31,986
	2004	\$11.753	\$12.337	49,070
	2005	\$12.337	\$13.056	81,791
	2006	\$13.056	\$13.172	88,072
	2007	\$13.172	\$15.104	83,140
	2008	\$15.104	\$7.555	61,776
-----				
Van Kampen LIT Growth and Income Portfolio, Class II	2002	\$10.000	\$10.653	0
	2003	\$10.653	\$13.371	74,198
	2004	\$13.371	\$15.002	146,747
	2005	\$15.002	\$16.182	296,595
	2006	\$16.182	\$18.451	387,496
	2007	\$18.451	\$18.595	334,095
	2008	\$18.595	\$12.392	257,830
-----				
Van Kampen LIT Money Market Portfolio, Class II	2003	\$10.000	\$10.000	0
	2004	\$10.000	\$9.885	95,428
	2005	\$9.885	\$9.955	276,059
	2006	\$9.955	\$10.195	280,454
	2007	\$10.195	\$10.468	394,938
	2008	\$10.468	\$10.475	436,606
-----				
UIF Emerging Markets Debt Portfolio, Class II (4)	2002	\$10.000	\$11.059	0
	2003	\$11.059	\$13.891	12,459
	2004	\$13.891	\$15.033	61,335
	2005	\$15.033	\$16.573	87,995
	2006	\$16.573	\$18.054	103,578
	2007	\$18.054	\$18.882	98,940
	2008	\$18.882	\$15.782	58,386
-----				
UIF Equity and Income Portfolio, Class II (4)	2004	\$10.000	\$10.959	70,540
	2005	\$10.959	\$11.570	222,716
	2006	\$11.570	\$12.805	415,319
	2007	\$12.805	\$13.011	401,611
	2008	\$13.011	\$9.890	326,479

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ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.5

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
UIF Capital Growth Portfolio, Class I (4)(5)	2004	\$10.000	\$10.756	63,467
	2005	\$10.756	\$12.236	57,712
	2006	\$12.236	\$12.524	44,233
	2007	\$12.524	\$15.008	18,828
	2008	\$15.008	\$7.497	15,161
-----				
UIF Capital Growth Portfolio, Class II (4)(5)	2004	\$10.000	\$10.731	41,130
	2005	\$10.731	\$12.183	39,564
	2006	\$12.183	\$12.434	34,463
	2007	\$12.434	\$14.871	30,048
	2008	\$14.871	\$7.405	31,018
-----				
UIF Global Franchise Portfolio, Class II (4)	2003	\$10.000	\$10.000	0
	2004	\$10.000	\$11.086	36,213
	2005	\$11.086	\$12.205	306,837
	2006	\$12.205	\$14.580	671,532
	2007	\$14.580	\$15.734	793,322
	2008	\$15.734	\$10.992	696,993
-----				
UIF U.S. Mid Cap Growth Portfolio, Class II (4)	2006	\$10.000	\$9.826	151,344
	2007	\$9.826	\$11.844	287,553
	2008	\$11.844	\$6.192	303,564
-----				
UIF Small Company Growth Portfolio, Class II (4)	2003	\$10.000	\$13.584	13,341
	2004	\$13.584	\$15.885	33,746
	2005	\$15.885	\$17.630	45,386
	2006	\$17.630	\$19.384	35,762
	2007	\$19.384	\$19.619	33,493
	2008	\$19.619	\$11.488	39,583
-----				
UIF U.S. Mid Cap Value Portfolio, Class I (4)(5)	2004	\$10.000	\$11.299	104,318
	2005	\$11.299	\$12.476	113,259
	2006	\$12.476	\$14.804	85,256
	2007	\$14.804	\$15.694	65,948
	2008	\$15.694	\$9.058	32,724
-----				
UIF U.S. Mid Cap Value Portfolio, Class II (4)(5)	2004	\$10.000	\$11.292	33,745
	2005	\$11.292	\$12.451	71,563
	2006	\$12.451	\$14.765	150,213
	2007	\$14.765	\$15.638	209,679
	2008	\$15.638	\$9.006	181,842

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with 3  
Year Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.5

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
UIF U.S. Real Estate Portfolio, Class II (4)	2002	\$10.000	\$10.701	0
	2003	\$10.701	\$14.529	19,376
	2004	\$14.529	\$19.436	121,865
	2005	\$19.436	\$22.309	275,668
	2006	\$22.309	\$30.195	378,389
	2007	\$30.195	\$24.555	372,415
	2008	\$24.555	\$14.953	326,604

\* The Allstate Advisor Preferred Contracts with 3 Year Withdrawal Charge Option were first offered on October 14, 2002. All of the Variable Sub-Accounts shown above were first offered under the Contracts on October 14, 2002, except for the Oppenheimer Capital Appreciation/VA--Service Shares Sub-Account and UIF Small Company Growth, Class II Sub-Accounts which were first offered under the Contracts on May 1, 2003, the Van Kampen LIT Money Market, Class II Sub-Account and UIF Global Franchise, Class II Sub-Accounts, which were first offered under the Contracts on December 31, 2003, and the FTVIP Franklin Income Securities--Class 2 Sub-Account, FTVIP Franklin U.S. Government--Class 2 Sub-Account, Van Kampen LIT Aggressive Growth, Class II Sub-Account, Van Kampen LIT Comstock, Class II Sub-Account, UIF Equity and Income, Class II Sub-Account, UIF Capital Growth, Class II Sub-Account, and UIF U.S. Mid Cap Value, Class II Sub-Account, which were first offered under the Contracts on May 1, 2004 and the FTVIP Franklin Large Cap Growth Securities--Class 2 Sub-Account, Lord Abbett Series Fund--All Value Portfolio, Lord Abbett Series Fund--Bond-Debenture Portfolio, Lord Abbett Series Fund--Growth and Income Portfolio, Lord Abbett Series Fund--Growth Opportunities Portfolio, Lord Abbett Series Fund--Mid-Cap Value Portfolio and Oppenheimer Core Bond/VA--Service Shares Sub-Account which were first offered with the Contracts on October 1, 2004, and the Fidelity VIP Contrafund--Service Class 2 Sub-Account, Fidelity VIP Freedom 2010--Service Class 2 Sub-Account, Fidelity VIP Freedom 2020--Service Class 2 Sub-Account, Fidelity VIP Freedom 2030--Service Class 2 Sub-Account, Fidelity VIP Freedom Income--Service Class 2 Sub-Account, Fidelity VIP Growth Stock--Service Class 2 Sub-Account, Fidelity VIP Index 500--Service Class 2 Sub-Account, Fidelity VIP Mid Cap--Service Class 2 Sub-Account, FTVIP Mutual Discovery Securities--Class 2 Sub-Account and UIF U.S. Mid Cap Growth, Class II Sub-Account, which were first offered under the Contracts on May 1, 2006. The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 1.50% and an administrative expense charge of 0.19%.

(1) Effective May 1, 2003, the FTVIP Franklin Small-Mid Cap Growth Securities--Class 2 Sub-Account and the FTVIP Templeton Global Income Securities--Class 2 Sub-Accounts are no longer available for new investments. If you are currently invested in the Variable Sub-Accounts that invest in these Portfolios you may continue your investment. If, prior to May 1, 2003, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(2) Effective October 1, 2004, the Putnam VT Health Sciences--Class IB Sub-Account, Putnam VT New Opportunities--Class IB Sub-Account, Putnam VT Research--Class IB Sub-Account and the Putnam VT Utilities Growth and Income--Class IB Sub-Accounts are no longer available for new investments. If you are currently invested in the Variable Sub-Accounts that invest in these Portfolios you may continue your investment. If, prior to October 1, 2004, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(3) Effective May 1, 2006 the Van Kampen LIT Aggressive Growth Portfolio, Class II is no longer available for new investments. If you are currently invested in the Variable Sub-Account that invests in this Portfolio you may continue your investment. If, prior to May 1, 2006, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into the Variable Sub-Account in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(4) Morgan Stanley Investment Management Inc., the adviser to the UIF

Portfolios, does business in certain instances using the name Van Kampen.

- (5) The Variable Sub-Accounts that invest in the UIF Capital Growth Portfolio, Class II Sub-Account and the UIF U.S. Mid Cap Value Portfolio, Class II Sub-Account are offered with Contracts issued on or after May 1, 2004. Contract Owners of Contracts issued prior to May 1, 2004 may only invest in the Variable Sub-Accounts that invest in the UIF Capital Growth Portfolio, Class I Sub-Account and the UIF U.S. Mid Cap Value Portfolio, Class I Sub-Account.

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with 3  
Year Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual  
Increase) Option, both added on or after May 1, 2003, and the Earnings  
Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.4

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Fidelity VIP Contrafund Portfolio--Service Class 2				
	2006	\$10.000	\$10.200	0
	2007	\$10.200	\$11.653	0
	2008	\$11.653	\$6.505	0
-----				
Fidelity VIP Freedom 2010 Portfolio--Service Class 2				
	2006	\$10.000	\$10.390	0
	2007	\$10.390	\$10.972	0
	2008	\$10.972	\$7.998	0
-----				
Fidelity VIP Freedom 2020 Portfolio--Service Class 2				
	2006	\$10.000	\$10.420	0
	2007	\$10.420	\$11.160	0
	2008	\$11.160	\$7.305	0
-----				
Fidelity VIP Freedom 2030 Portfolio--Service Class 2				
	2006	\$10.000	\$10.428	0
	2007	\$10.428	\$11.282	0
	2008	\$11.282	\$6.795	0
-----				
Fidelity VIP Freedom Income Portfolio--Service Class 2				
	2006	\$10.000	\$10.281	0
	2007	\$10.281	\$10.606	0
	2008	\$10.606	\$9.225	0
-----				
Fidelity VIP Growth Stock Portfolio--Service Class 2				
	2006	\$10.000	\$9.680	0
	2007	\$9.680	\$11.531	0
	2008	\$11.531	\$6.203	0
-----				
Fidelity VIP Index 500 Portfolio--Service Class 2				
	2006	\$10.000	\$10.750	0
	2007	\$10.750	\$11.012	0
	2008	\$11.012	\$6.741	0
-----				
Fidelity VIP Mid Cap Portfolio--Service Class 2				
	2006	\$10.000	\$9.811	0
	2007	\$9.811	\$11.021	0
	2008	\$11.021	\$6.483	0
-----				
FTVIP Franklin Growth and Income Securities Fund--Class 2				
	2003	\$10.675	\$13.275	544
	2004	\$13.275	\$14.304	1,424
	2005	\$14.304	\$14.424	1,453
	2006	\$14.424	\$16.406	423
	2007	\$16.406	\$15.386	428
	2008	\$15.386	\$9.720	938
-----				
FTVIP Franklin Income Securities Fund--Class 2				
	2004	\$10.000	\$11.164	0
	2005	\$11.164	\$11.050	467
	2006	\$11.050	\$12.728	508
	2007	\$12.728	\$12.862	485
	2008	\$12.862	\$8.813	450

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with 3  
Year Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual  
Increase) Option, both added on or after May 1, 2003, and the Earnings  
Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.4

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
FTVIP Franklin Large Cap Growth Securities Fund--Class 2	2004	\$10.000	\$10.499	0
	2005	\$10.499	\$10.336	0
	2006	\$10.336	\$11.166	0
	2007	\$11.166	\$11.553	0
	2008	\$11.553	\$7.368	0
-----				
FTVIP Franklin Small-Mid Cap Growth Securities Fund--Class 2 (1)	2003	\$11.794	\$15.409	0
	2004	\$15.409	\$16.732	0
	2005	\$16.732	\$17.080	0
	2006	\$17.080	\$18.085	0
	2007	\$18.085	\$19.595	0
	2008	\$19.595	\$10.975	0
-----				
FTVIP Franklin Small Cap Value Securities Fund--Class 2	2003	\$11.014	\$14.435	4,865
	2004	\$14.435	\$17.401	5,390
	2005	\$17.401	\$18.438	5,354
	2006	\$18.438	\$21.012	873
	2007	\$21.012	\$19.977	754
	2008	\$19.977	\$13.034	697
-----				
FTVIP Franklin U.S. Government Fund--Class 2	2004	\$10.000	\$10.183	0
	2005	\$10.183	\$10.158	0
	2006	\$10.158	\$10.294	0
	2007	\$10.294	\$10.688	0
	2008	\$10.688	\$11.201	0
-----				
FTVIP Mutual Discovery Securities Fund--Class 2	2006	\$10.000	\$10.943	0
	2007	\$10.943	\$11.921	0
	2008	\$11.921	\$8.308	675
-----				
FTVIP Mutual Shares Securities Fund--Class 2	2003	\$10.575	\$12.576	3,040
	2004	\$12.576	\$13.797	4,637
	2005	\$13.797	\$14.860	4,937
	2006	\$14.860	\$17.137	1,078
	2007	\$17.137	\$17.271	1,022
	2008	\$17.271	\$10.580	939
-----				
FTVIP Templeton Developing Markets Securities Fund--Class 2	2003	\$11.648	\$16.727	1,444
	2004	\$16.727	\$20.321	1,931
	2005	\$20.321	\$25.226	1,763
	2006	\$25.226	\$31.477	324
	2007	\$31.477	\$39.483	280
	2008	\$39.483	\$18.188	259

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with 3  
Year Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual  
Increase) Option, both added on or after May 1, 2003, and the Earnings  
Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.4

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
FTVIP Templeton Foreign Securities Fund--Class 2	2003	\$10.354	\$13.480	0
	2004	\$13.480	\$15.564	0
	2005	\$15.564	\$16.704	0
	2006	\$16.704	\$19.762	512
	2007	\$19.762	\$22.223	442
	2008	\$22.223	\$12.906	409
-----				
FTVIP Templeton Global Income Securities Fund--Class 2 (1)	2003	\$11.557	\$12.776	0
	2004	\$12.776	\$14.279	0
	2005	\$14.279	\$13.482	0
	2006	\$13.482	\$14.811	0
	2007	\$14.811	\$16.013	0
	2008	\$16.013	\$16.566	0
-----				
Lord Abbett Series Fund--All Value Portfolio	2004	\$10.000	\$10.884	0
	2005	\$10.884	\$11.340	318
	2006	\$11.340	\$12.665	344
	2007	\$12.665	\$13.164	329
	2008	\$13.164	\$9.146	305
-----				
Lord Abbett Series Fund--Bond-Debenture Portfolio	2004	\$10.000	\$10.336	0
	2005	\$10.336	\$10.201	170
	2006	\$10.201	\$10.865	185
	2007	\$10.865	\$11.236	176
	2008	\$11.236	\$9.026	164
-----				
Lord Abbett Series Fund--Growth and Income Portfolio	2004	\$10.000	\$10.868	0
	2005	\$10.868	\$10.932	324
	2006	\$10.932	\$12.489	1,925
	2007	\$12.489	\$12.582	1,695
	2008	\$12.582	\$7.792	1,569
-----				
Lord Abbett Series Fund--Growth Opportunities Portfolio	2004	\$10.000	\$11.116	0
	2005	\$11.116	\$11.330	0
	2006	\$11.330	\$11.908	0
	2007	\$11.908	\$14.067	0
	2008	\$14.067	\$8.462	0
-----				
Lord Abbett Series Fund--Mid-Cap Value Portfolio	2004	\$10.000	\$11.099	0
	2005	\$11.099	\$11.701	307
	2006	\$11.701	\$12.793	1,834
	2007	\$12.793	\$12.533	1,614
	2008	\$12.533	\$7.403	1,494



ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with 3  
Year Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual  
Increase) Option, both added on or after May 1, 2003, and the Earnings  
Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.4

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Oppenheimer MidCap Fund/VA--Service Shares	2003	\$10.314	\$12.283	0
	2004	\$12.283	\$14.289	0
	2005	\$14.289	\$15.589	0
	2006	\$15.589	\$15.596	0
	2007	\$15.596	\$16.107	0
	2008	\$16.107	\$7.968	0
-----				
Oppenheimer Balanced Fund/VA--Service Shares	2003	\$11.079	\$12.981	0
	2004	\$12.981	\$13.883	212
	2005	\$13.883	\$14.021	526
	2006	\$14.021	\$15.142	300
	2007	\$15.142	\$15.262	285
	2008	\$15.262	\$8.382	321
-----				
Oppenheimer Core Bond Fund/VA--Service Shares	2004	\$10.000	\$10.084	0
	2005	\$10.084	\$10.053	0
	2006	\$10.053	\$10.277	0
	2007	\$10.277	\$10.418	0
	2008	\$10.418	\$6.183	0
-----				
Oppenheimer Capital Appreciation Fund/VA--Service Shares	2003	\$10.000	\$12.214	995
	2004	\$12.214	\$12.685	2,545
	2005	\$12.685	\$12.958	2,564
	2006	\$12.958	\$13.593	896
	2007	\$13.593	\$15.074	792
	2008	\$15.074	\$7.978	792
-----				
Oppenheimer Global Securities Fund/VA--Service Shares	2003	\$10.056	\$14.111	0
	2004	\$14.111	\$16.340	0
	2005	\$16.340	\$18.156	0
	2006	\$18.156	\$20.759	0
	2007	\$20.759	\$21.448	0
	2008	\$21.448	\$12.465	0
-----				
Oppenheimer High Income Fund/VA--Service Shares	2003	\$11.702	\$12.845	0
	2004	\$12.845	\$13.605	612
	2005	\$13.605	\$13.520	1,545
	2006	\$13.520	\$14.385	895
	2007	\$14.385	\$13.945	884
	2008	\$13.945	\$2.910	2,605

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with 3  
Year Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual  
Increase) Option, both added on or after May 1, 2003, and the Earnings  
Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.4

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Oppenheimer Main Street Fund/VA--Service Shares				
	2003	\$10.436	\$12.524	6,474
	2004	\$12.524	\$13.315	7,620
	2005	\$13.315	\$13.716	7,865
	2006	\$13.716	\$15.334	1,003
	2007	\$15.334	\$15.555	952
	2008	\$15.555	\$9.299	878
-----				
Oppenheimer Main Street Small Cap Fund/VA--Service Shares				
	2003	\$10.686	\$14.536	487
	2004	\$14.536	\$16.875	802
	2005	\$16.875	\$18.037	772
	2006	\$18.037	\$20.146	346
	2007	\$20.146	\$19.349	345
	2008	\$19.349	\$11.684	302
-----				
Oppenheimer Strategic Bond Fund/VA--Service Shares				
	2003	\$11.218	\$12.031	0
	2004	\$11.218	\$12.708	1,731
	2005	\$12.708	\$12.687	2,773
	2006	\$12.687	\$13.253	2,387
	2007	\$13.253	\$14.141	2,094
	2008	\$14.141	\$11.779	1,772
-----				
Putnam VT Global Asset Allocation Fund--Class IB				
	2003	\$10.724	\$12.324	6,221
	2004	\$12.324	\$13.098	9,245
	2005	\$13.098	\$13.650	9,405
	2006	\$13.650	\$15.007	202
	2007	\$15.007	\$15.046	193
	2008	\$15.046	\$9.772	184
-----				
Putnam VT Growth and Income Fund--Class IB				
	2003	\$10.965	\$13.387	7,904
	2004	\$13.387	\$14.490	8,998
	2005	\$14.490	\$14.853	9,101
	2006	\$14.853	\$16.772	738
	2007	\$16.772	\$15.349	772
	2008	\$15.349	\$9.165	381
-----				
Putnam VT Health Sciences Fund--Class IB (2)				
	2003	\$10.207	\$11.204	0
	2004	\$11.204	\$11.691	0
	2005	\$11.691	\$12.893	0
	2006	\$12.893	\$12.910	0
	2007	\$12.910	\$12.499	0
	2008	\$12.499	\$10.096	0

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with 3  
Year Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual  
Increase) Option, both added on or after May 1, 2003, and the Earnings  
Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.4

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Putnam VT High Yield Fund--Class IB				
	2003	\$11.835	\$13.228	0
	2004	\$13.228	\$14.244	686
	2005	\$14.244	\$14.306	1,015
	2006	\$14.306	\$15.403	295
	2007	\$15.403	\$15.421	282
	2008	\$15.421	\$11.106	241
-----				
Putnam VT Income Fund--Class IB				
	2003	\$10.329	\$10.351	0
	2004	\$10.351	\$10.530	1,298
	2005	\$10.530	\$10.500	1,361
	2006	\$10.500	\$10.692	1,743
	2007	\$10.692	\$10.957	1,505
	2008	\$10.957	\$8.120	1,393
-----				
Putnam VT International Equity Fund--Class IB				
	2003	\$10.548	\$13.265	3,566
	2004	\$13.265	\$15.015	4,094
	2005	\$15.015	\$16.411	4,031
	2006	\$16.411	\$20.419	0
	2007	\$20.419	\$21.551	0
	2008	\$21.551	\$11.766	0
-----				
Putnam VT Investors Fund--Class IB				
	2003	\$10.664	\$12.878	0
	2004	\$12.878	\$14.131	0
	2005	\$14.131	\$14.978	0
	2006	\$14.978	\$16.624	0
	2007	\$16.624	\$15.354	0
	2008	\$15.354	\$9.041	0
-----				
Putnam VT Money Market Fund--Class IB				
	2003	\$9.911	\$9.767	0
	2004	\$9.767	\$9.576	1,427
	2005	\$9.576	\$9.565	1,494
	2006	\$9.565	\$9.728	0
	2007	\$9.728	\$9.928	0
	2008	\$9.928	\$9.919	0
-----				
Putnam VT New Opportunities Fund--Class IB (2)				
	2003	\$10.951	\$13.378	1,010
	2004	\$13.378	\$14.375	937
	2005	\$14.375	\$15.405	885
	2006	\$15.405	\$16.291	859
	2007	\$16.291	\$16.778	812
	2008	\$16.778	\$10.010	442

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with 3  
Year Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual  
Increase) Option, both added on or after May 1, 2003, and the Earnings  
Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.4

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Putnam VT New Value Fund--Class IB	2003	\$11.292	\$14.446	0
	2004	\$14.446	\$16.244	421
	2005	\$16.244	\$16.757	426
	2006	\$16.757	\$18.938	0
	2007	\$18.938	\$17.543	0
	2008	\$17.543	\$9.439	0
-----				
Putnam VT Research Fund--Class IB (2)	2003	\$10.813	\$12.981	0
	2004	\$12.981	\$13.601	0
	2005	\$13.601	\$13.914	0
	2006	\$13.914	\$15.088	0
	2007	\$15.088	\$14.777	0
	2008	\$14.777	\$8.846	0
-----				
Putnam VT The George Putnam Fund of Boston--Class IB	2003	\$10.654	\$11.977	427
	2004	\$11.977	\$12.625	712
	2005	\$12.625	\$12.791	1,171
	2006	\$12.791	\$13.946	820
	2007	\$13.946	\$13.712	807
	2008	\$13.712	\$7.918	453
-----				
Putnam VT Utilities Growth and Income Fund--Class IB (2)	2003	\$11.616	\$13.935	0
	2004	\$13.935	\$16.506	0
	2005	\$16.506	\$17.459	0
	2006	\$17.459	\$21.606	0
	2007	\$21.606	\$25.240	0
	2008	\$25.240	\$17.089	0
-----				
Putnam VT Vista Fund--Class IB	2003	\$10.770	\$13.443	3,822
	2004	\$13.443	\$15.532	4,339
	2005	\$15.532	\$16.969	4,183
	2006	\$16.969	\$17.432	1,376
	2007	\$17.432	\$17.625	1,225
	2008	\$17.625	\$9.348	1,157
-----				
Putnam VT Voyager Fund--Class IB	2003	\$10.551	\$12.290	8,426
	2004	\$12.290	\$12.574	10
	2005	\$12.574	\$12.947	10,159
	2006	\$12.947	\$13.298	2,422
	2007	\$13.298	\$13.666	2,185
	2008	\$13.666	\$8.382	1,624

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with 3  
Year Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual  
Increase) Option, both added on or after May 1, 2003, and the Earnings  
Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.4

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Van Kampen LIT Mid Cap Growth Portfolio, Class II (3)	2004	\$10.000	\$11.054	4,384
	2005	\$11.054	\$11.965	4,325
	2006	\$11.965	\$12.230	562
	2007	\$12.230	\$14.008	479
	2008	\$14.008	\$7.254	481
-----				
Van Kampen LIT Comstock Portfolio, Class II	2004	\$10.000	\$11.266	0
	2005	\$11.266	\$11.426	0
	2006	\$11.426	\$12.917	0
	2007	\$12.917	\$12.288	0
	2008	\$12.288	\$7.684	0
-----				
Van Kampen LIT Capital Growth Portfolio, Class II	2003	\$9.903	\$11.635	1,920
	2004	\$11.635	\$12.102	2,937
	2005	\$12.102	\$12.690	2,926
	2006	\$12.690	\$12.687	0
	2007	\$12.687	\$14.413	0
	2008	\$14.413	\$7.144	0
-----				
Van Kampen LIT Growth and Income Portfolio, Class II	2003	\$10.751	\$13.238	938
	2004	\$13.238	\$14.716	804
	2005	\$14.716	\$15.729	752
	2006	\$15.729	\$17.771	699
	2007	\$17.771	\$17.745	667
	2008	\$17.745	\$11.717	542
-----				
Van Kampen LIT Money Market Portfolio, Class II	2003	\$10.000	\$10.000	0
	2004	\$10.000	\$9.794	1,001
	2005	\$9.794	\$9.773	2,515
	2006	\$9.773	\$9.918	1,527
	2007	\$9.918	\$10.090	1,438
	2008	\$10.090	\$10.005	886
-----				
UIF Emerging Markets Debt Portfolio, Class II (4)	2003	\$12.258	\$13.752	0
	2004	\$13.752	\$14.746	166
	2005	\$14.746	\$16.109	381
	2006	\$16.109	\$17.388	772
	2007	\$17.388	\$18.019	680
	2008	\$18.019	\$14.923	591
-----				
UIF Equity and Income Portfolio, Class II (4)	2004	\$10.000	\$10.892	0
	2005	\$10.892	\$11.394	0
	2006	\$11.394	\$12.496	0
	2007	\$12.496	\$12.579	0
	2008	\$12.579	\$9.474	0

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with 3  
Year Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual  
Increase) Option, both added on or after May 1, 2003, and the Earnings  
Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.4

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
UIF Capital Growth Portfolio, Class I (4)(5)				
	2004	\$10.000	\$10.690	478
	2005	\$10.690	\$12.050	422
	2006	\$12.050	\$12.221	433
	2007	\$12.221	\$14.510	365
	2008	\$14.510	\$7.181	390
-----				
UIF Capital Growth Portfolio, Class II (4)(5)				
	2004	\$10.000	\$10.665	1,922
	2005	\$10.665	\$11.998	1,786
	2006	\$11.998	\$12.133	0
	2007	\$12.133	\$14.377	0
	2008	\$14.377	\$7.093	0
-----				
UIF Global Franchise Portfolio, Class II (4)				
	2003	\$10.000	\$10.000	0
	2004	\$10.000	\$10.985	0
	2005	\$10.985	\$11.983	0
	2006	\$11.983	\$14.184	0
	2007	\$14.184	\$15.166	0
	2008	\$15.166	\$10.497	0
-----				
UIF U.S. Mid Cap Growth Portfolio, Class II (4)				
	2006	\$10.000	\$9.766	0
	2007	\$9.766	\$11.662	0
	2008	\$11.662	\$6.041	0
-----				
UIF Small Company Growth Portfolio, Class II (4)				
	2003	\$10.000	\$13.501	0
	2004	\$13.501	\$15.644	0
	2005	\$15.644	\$17.203	0
	2006	\$17.203	\$18.742	941
	2007	\$18.742	\$18.795	812
	2008	\$18.795	\$10.904	752
-----				
UIF U.S. Mid Cap Value Portfolio, Class I (4)(5)				
	2004	\$10.000	\$11.229	1,052
	2005	\$11.229	\$12.286	975
	2006	\$12.286	\$14.446	861
	2007	\$14.446	\$15.174	788
	2008	\$15.174	\$8.677	746
-----				
UIF U.S. Mid Cap Value Portfolio, Class II (4)(5)				
	2004	\$10.000	\$11.223	0
	2005	\$11.223	\$12.261	0
	2006	\$12.261	\$14.408	0
	2007	\$14.408	\$15.119	0
	2008	\$15.119	\$8.627	0

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with 3 Year Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual Increase) Option, both added on or after May 1, 2003, and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.4

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
UIF U.S. Real Estate Portfolio, Class II (4)	2003	\$11.351	\$14.384	0
	2004	\$14.384	\$19.066	129
	2005	\$19.066	\$21.685	283
	2006	\$21.685	\$29.083	498
	2007	\$29.083	\$23.432	473
	2008	\$23.432	\$14.138	458

\* The Allstate Advisor Preferred Contracts with the 3 Year Withdrawal Charge Option were first offered on October 14, 2002. All of the Variable Sub-Accounts shown above were first offered under the Allstate Advisor Preferred Contracts with the Earnings Protection Death Benefit Option, the MAV Death Benefit Option at 0.20%, and the Enhanced Beneficiary Protection (Annual Increase) Option at 0.30% on May 1, 2003, except for the Oppenheimer Capital Appreciation/VA--Service Shares Sub-Account and UIF Small Company Growth, Class II Sub-Accounts which were first offered under the Contracts on May 1, 2003, the Van Kampen LIT Money Market, Class II Sub-Account and UIF Global Franchise, Class II Sub-Accounts, which were first offered under the Contracts on December 31, 2003, and the FTVIP Franklin Income Securities--Class 2 Sub-Account, FTVIP Franklin U.S. Government--Class 2 Sub-Account, Van Kampen LIT Aggressive Growth, Class II Sub-Account, Van Kampen LIT Comstock, Class II Sub-Account, UIF Equity and Income, Class II Sub-Account, UIF Capital Growth, Class II Sub-Account, and UIF U.S. Mid Cap Value, Class II Sub-Account, which were first offered under the Contracts on May 1, 2004 and the FTVIP Franklin Large Cap Growth Securities--Class 2 Sub-Account, Lord Abbett Series Fund--All Value Portfolio, Lord Abbett Series Fund--Bond-Debenture Portfolio, Lord Abbett Series Fund--Growth and Income Portfolio, Lord Abbett Series Fund--Growth Opportunities Portfolio, Lord Abbett Series Fund--Mid-Cap Value Portfolio and Oppenheimer Core Bond/VA--Service Shares Sub-Account which were first offered with the Contracts on October 1, 2004, and the Fidelity VIP Contrafund--Service Class 2 Sub-Account, Fidelity VIP Freedom 2010--Service Class 2 Sub-Account, Fidelity VIP Freedom 2020--Service Class 2 Sub-Account, Fidelity VIP Freedom 2030--Service Class 2 Sub-Account, Fidelity VIP Freedom Income--Service Class 2 Sub-Account, Fidelity VIP Growth Stock--Service Class 2 Sub-Account, Fidelity VIP Index 500--Service Class 2 Sub-Account, Fidelity VIP Mid Cap--Service Class 2 Sub-Account, FTVIP Mutual Discovery Securities--Class 2 Sub-Account and UIF U.S. Mid Cap Growth, Class II Sub-Account, which were first offered under the Contracts on May 1, 2006. The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 2.40% and an administrative expense charge of 0.19%.

(1) Effective May 1, 2003, the FTVIP Franklin Small-Mid Cap Growth Securities--Class 2 Sub-Account and the FTVIP Templeton Global Income Securities--Class 2 Sub-Accounts are no longer available for new investments. If you are currently invested in the Variable Sub-Accounts that invest in these Portfolios you may continue your investment. If, prior to May 1, 2003, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(2) Effective October 1, 2004, the Putnam VT Health Sciences--Class IB Sub-Account, Putnam VT New Opportunities--Class IB Sub-Account, Putnam VT Research--Class IB Sub-Account and the Putnam VT Utilities Growth and Income--Class IB Sub-Accounts are no longer available for new investments. If you are currently invested in the Variable Sub-Accounts that invest in these Portfolios you may continue your investment. If, prior to October 1, 2004, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(3) Effective May 1, 2006 the Van Kampen LIT Aggressive Growth Portfolio, Class II is no longer available for new investments. If you are currently invested in the Variable Sub-Account that invests in this Portfolio you may continue your investment. If, prior to May 1, 2006, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into the Variable Sub-Account in accordance with that program.

Outside of these automatic transaction programs, additional allocations will not be allowed.

(4) Morgan Stanley Investment Management Inc., the adviser to the UIF Portfolios, does business in certain instances using the name Van Kampen.

(5) The Variable Sub-Accounts that invest in the UIF Capital Growth Portfolio, Class II Sub-Account and the UIF U.S. Mid Cap Value Portfolio, Class II Sub-Account are offered with Contracts issued on or after May 1, 2004. Contract Owners of Contracts issued prior to May 1, 2004 may only invest in the Variable Sub-Accounts that invest in the UIF Capital Growth Portfolio, Class I Sub-Account and the UIF U.S. Mid Cap Value Portfolio, Class I Sub-Account.



ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with  
No Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.6

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Fidelity VIP Contrafund Portfolio--Service Class 2	2006	\$10.000	\$10.256	101,761
	2007	\$10.256	\$11.814	99,784
	2008	\$11.814	\$6.649	90,797
-----				
Fidelity VIP Freedom 2010 Portfolio--Service Class 2	2006	\$10.000	\$10.447	0
	2007	\$10.447	\$11.123	18,543
	2008	\$11.123	\$8.175	53,234
-----				
Fidelity VIP Freedom 2020 Portfolio--Service Class 2	2006	\$10.000	\$10.477	1,372
	2007	\$10.477	\$11.314	1,363
	2008	\$11.314	\$7.467	18,158
-----				
Fidelity VIP Freedom 2030 Portfolio--Service Class 2	2006	\$10.000	\$10.486	0
	2007	\$10.486	\$11.438	0
	2008	\$11.438	\$6.945	4,122
-----				
Fidelity VIP Freedom Income Portfolio--Service Class 2	2006	\$10.000	\$10.338	0
	2007	\$10.338	\$10.753	1,648
	2008	\$10.753	\$9.430	0
-----				
Fidelity VIP Growth Stock Portfolio--Service Class 2	2006	\$10.000	\$9.733	6,172
	2007	\$9.733	\$11.690	943
	2008	\$11.690	\$6.340	943
-----				
Fidelity VIP Index 500 Portfolio--Service Class 2	2006	\$10.000	\$10.809	1,419
	2007	\$10.809	\$11.165	5,208
	2008	\$11.165	\$6.890	5,044
-----				
Fidelity VIP Mid Cap Portfolio--Service Class 2	2006	\$10.000	\$9.865	9,107
	2007	\$9.865	\$11.173	16,959
	2008	\$11.173	\$6.627	11,031
-----				
FTVIP Franklin Growth and Income Securities Fund--Class 2	2002	\$10.000	\$10.849	0
	2003	\$10.849	\$13.392	23,469
	2004	\$13.392	\$14.549	42,275
	2005	\$14.549	\$14.791	60,071
	2006	\$14.791	\$16.961	48,538
	2007	\$16.961	\$16.039	47,477
	2008	\$16.039	\$10.215	27,395
-----				
FTVIP Franklin Income Securities Fund--Class 2	2004	\$10.000	\$11.225	33,355
	2005	\$11.225	\$11.202	174,991
	2006	\$11.202	\$13.008	300,594
	2007	\$13.008	\$13.254	326,039
	2008	\$13.254	\$9.156	278,717

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with  
No Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.6

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
FTVIP Franklin Large Cap Growth Securities Fund--Class 2	2004	\$10.000	\$10.520	1,205
	2005	\$10.520	\$10.442	104,302
	2006	\$10.442	\$11.373	133,393
	2007	\$11.373	\$11.864	90,645
	2008	\$11.864	\$7.628	76,526
-----				
FTVIP Franklin Small-Mid Cap Growth Securities Fund--Class 2 (1)	2002	\$10.000	\$11.533	0
	2003	\$11.533	\$15.545	0
	2004	\$15.545	\$17.018	0
	2005	\$17.018	\$17.515	0
	2006	\$17.515	\$18.698	0
	2007	\$18.698	\$20.425	0
	2008	\$20.425	\$11.535	0
-----				
FTVIP Franklin Small Cap Value Securities Fund--Class 2	2002	\$10.000	\$11.223	0
	2003	\$11.223	\$14.563	7,677
	2004	\$14.563	\$17.699	14,403
	2005	\$17.699	\$18.907	38,744
	2006	\$18.907	\$21.723	31,855
	2007	\$21.723	\$20.824	28,468
	2008	\$20.824	\$13.698	19,973
-----				
FTVIP Franklin U.S. Government Fund--Class 2	2004	\$10.000	\$10.239	7,924
	2005	\$10.239	\$10.298	84,783
	2006	\$10.298	\$10.520	90,463
	2007	\$10.520	\$11.014	63,048
	2008	\$11.014	\$11.637	61,237
-----				
FTVIP Mutual Discovery Securities Fund--Class 2	2006	\$10.000	\$11.004	40,999
	2007	\$11.004	\$12.086	61,577
	2008	\$12.086	\$8.492	48,349
-----				
FTVIP Mutual Shares Securities Fund--Class 2	2002	\$10.000	\$10.322	0
	2003	\$10.322	\$12.687	13,840
	2004	\$12.687	\$14.034	35,124
	2005	\$14.034	\$15.238	96,633
	2006	\$15.238	\$17.717	119,196
	2007	\$17.717	\$18.004	108,493
	2008	\$18.004	\$11.120	78,400

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with  
No Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.6

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
FTVIP Templeton Developing Markets Securities Fund--Class 2	2002	\$10.000	\$11.231	0
	2003	\$11.231	\$16.875	3,012
	2004	\$16.875	\$20.668	8,722
	2005	\$20.668	\$25.867	18,080
	2006	\$25.867	\$32.542	17,441
	2007	\$32.542	\$41.155	14,969
	2008	\$41.155	\$19.115	7,214
-----				
FTVIP Templeton Foreign Securities Fund--Class 2	2002	\$10.000	\$10.473	0
	2003	\$10.473	\$13.599	7,819
	2004	\$13.599	\$15.830	25,595
	2005	\$15.830	\$17.129	72,793
	2006	\$17.129	\$20.431	81,328
	2007	\$20.431	\$23.164	69,029
	2008	\$23.164	\$13.563	43,154
-----				
FTVIP Templeton Global Income Securities Fund--Class 2 (1)	2002	\$10.000	\$10.719	0
	2003	\$10.719	\$12.889	0
	2004	\$12.889	\$14.524	0
	2005	\$14.524	\$13.825	0
	2006	\$13.825	\$15.313	0
	2007	\$15.313	\$16.692	0
	2008	\$16.692	\$17.410	952
-----				
Lord Abbett Series Fund--All Value Portfolio	2004	\$10.000	\$10.906	2,629
	2005	\$10.906	\$11.456	8,148
	2006	\$11.456	\$12.899	21,461
	2007	\$12.899	\$13.519	15,659
	2008	\$13.519	\$9.470	12,046
-----				
Lord Abbett Series Fund--Bond-Debenture Portfolio	2004	\$10.000	\$10.357	494
	2005	\$10.357	\$10.305	43,664
	2006	\$10.305	\$11.066	133,264
	2007	\$11.066	\$11.539	47,660
	2008	\$11.539	\$9.345	37,334
-----				
Lord Abbett Series Fund--Growth and Income Portfolio	2004	\$10.000	\$10.891	4,338
	2005	\$10.891	\$11.043	52,475
	2006	\$11.043	\$12.720	72,238
	2007	\$12.720	\$12.920	83,465
	2008	\$12.920	\$8.067	53,957

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with  
No Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.6

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Lord Abbett Series Fund--Growth Opportunities Portfolio	2004	\$10.000	\$11.139	0
	2005	\$11.139	\$11.446	15,159
	2006	\$11.446	\$12.129	25,731
	2007	\$12.129	\$14.445	27,856
	2008	\$14.445	\$8.761	14,051
-----				
Lord Abbett Series Fund--Mid-Cap Value Portfolio	2004	\$10.000	\$11.122	4,630
	2005	\$11.122	\$11.821	79,110
	2006	\$11.821	\$13.030	79,065
	2007	\$13.030	\$12.870	64,917
	2008	\$12.870	\$7.665	38,093
-----				
Oppenheimer MidCap Fund/VA--Service Shares	2002	\$10.000	\$10.058	0
	2003	\$10.058	\$12.391	5,954
	2004	\$12.391	\$14.534	15,708
	2005	\$14.534	\$15.986	22,636
	2006	\$15.986	\$16.124	30,216
	2007	\$16.124	\$16.790	24,958
	2008	\$16.790	\$8.374	17,093
-----				
Oppenheimer Balanced Fund/VA--Service Shares	2002	\$10.000	\$10.694	0
	2003	\$10.694	\$13.095	7,233
	2004	\$13.095	\$14.121	19,314
	2005	\$14.121	\$14.378	17,516
	2006	\$14.378	\$15.654	16,614
	2007	\$15.654	\$15.909	14,185
	2008	\$15.909	\$8.809	14,356
-----				
Oppenheimer Core Bond Fund/VA--Service Shares	2004	\$10.000	\$10.105	1,761
	2005	\$10.105	\$10.156	21,259
	2006	\$10.156	\$10.467	56,610
	2007	\$10.467	\$10.699	113,131
	2008	\$10.699	\$6.402	91,674
-----				
Oppenheimer Capital Appreciation Fund/VA--Service Shares	2003	\$10.000	\$12.281	19,650
	2004	\$12.281	\$12.859	139,232
	2005	\$12.859	\$13.244	113,526
	2006	\$13.244	\$14.006	109,153
	2007	\$14.006	\$15.661	94,498
	2008	\$15.661	\$8.357	65,749

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with  
No Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.6

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Oppenheimer Global Securities Fund/VA--Service Shares	2002	\$10.000	\$10.146	0
	2003	\$10.146	\$14.235	3,483
	2004	\$14.235	\$16.620	69,433
	2005	\$16.620	\$18.618	13,925
	2006	\$18.618	\$21.461	30,533
	2007	\$21.461	\$22.357	27,024
	2008	\$22.357	\$13.101	20,192
-----				
Oppenheimer High Income Fund/VA--Service Shares	2002	\$10.000	\$10.659	0
	2003	\$10.659	\$12.959	14,596
	2004	\$12.959	\$13.838	24,084
	2005	\$13.838	\$13.864	34,147
	2006	\$13.864	\$14.873	29,168
	2007	\$14.873	\$14.536	21,030
	2008	\$14.536	\$3.059	19,862
-----				
Oppenheimer Main Street Fund/VA--Service Shares	2002	\$10.000	\$10.175	3,180
	2003	\$10.175	\$12.635	20,820
	2004	\$12.635	\$13.543	44,796
	2005	\$13.543	\$14.065	136,243
	2006	\$14.065	\$15.853	129,358
	2007	\$15.853	\$16.214	110,198
	2008	\$16.214	\$9.773	75,153
-----				
Oppenheimer Main Street Small Cap Fund/VA--Service Shares	2002	\$10.000	\$10.351	0
	2003	\$10.351	\$14.664	7,755
	2004	\$14.664	\$17.164	16,016
	2005	\$17.164	\$18.496	42,092
	2006	\$18.496	\$20.828	43,420
	2007	\$20.828	\$20.169	27,811
	2008	\$20.169	\$12.279	20,348
-----				
Oppenheimer Strategic Bond Fund/VA--Service Shares	2002	\$10.000	\$10.549	0
	2003	\$10.549	\$12.138	36,470
	2004	\$12.138	\$12.926	76,890
	2005	\$12.926	\$13.010	181,853
	2006	\$13.010	\$13.702	176,737
	2007	\$13.702	\$14.741	153,933
	2008	\$14.741	\$12.380	136,040

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with  
No Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.6

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Putnam VT Global Asset Allocation Fund--Class IB	2002	\$10.000	\$10.386	0
	2003	\$10.386	\$12.433	0
	2004	\$12.433	\$13.323	373
	2005	\$13.323	\$13.997	19,300
	2006	\$13.997	\$15.515	50,392
	2007	\$15.515	\$15.684	83,907
	2008	\$15.684	\$10.270	76,177
-----				
Putnam VT Growth and Income Fund--Class IB	2002	\$10.000	\$10.796	0
	2003	\$10.796	\$13.506	13,936
	2004	\$13.506	\$14.738	20,681
	2005	\$14.738	\$15.231	29,879
	2006	\$15.231	\$17.340	36,373
	2007	\$17.340	\$15.999	25,411
	2008	\$15.999	\$9.632	12,393
-----				
Putnam VT Health Sciences Fund--Class IB (2)	2002	\$10.000	\$9.722	0
	2003	\$9.722	\$11.303	1,277
	2004	\$11.303	\$11.892	1,832
	2005	\$11.892	\$13.221	1,747
	2006	\$13.221	\$13.348	1,825
	2007	\$13.348	\$13.029	1,961
	2008	\$13.029	\$10.611	139
-----				
Putnam VT High Yield Fund--Class IB	2002	\$10.000	\$10.738	0
	2003	\$10.738	\$13.345	363,012
	2004	\$13.345	\$14.488	53,015
	2005	\$14.488	\$14.670	49,391
	2006	\$14.670	\$15.925	43,697
	2007	\$15.925	\$16.075	35,867
	2008	\$16.075	\$11.672	24,451
-----				
Putnam VT Income Fund--Class IB	2002	\$10.000	\$10.183	0
	2003	\$10.183	\$10.443	163,346
	2004	\$10.443	\$10.711	94,571
	2005	\$10.711	\$10.768	149,423
	2006	\$10.768	\$11.054	159,430
	2007	\$11.054	\$11.422	132,584
	2008	\$11.422	\$8.533	91,416

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with  
No Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.6

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Putnam VT International Equity Fund--Class IB	2002	\$10.000	\$10.602	0
	2003	\$10.602	\$13.383	228,069
	2004	\$13.383	\$15.272	171,334
	2005	\$15.272	\$16.829	53,857
	2006	\$16.829	\$21.110	54,094
	2007	\$21.110	\$22.464	55,076
	2008	\$22.464	\$12.365	33,330
-----				
Putnam VT Investors Fund--Class IB	2002	\$10.000	\$10.405	0
	2003	\$10.405	\$12.992	5,187
	2004	\$12.992	\$14.373	4,353
	2005	\$14.373	\$15.359	4,774
	2006	\$15.359	\$17.187	54,996
	2007	\$17.187	\$16.005	35,019
	2008	\$16.005	\$9.502	7,451
-----				
Putnam VT Money Market Fund--Class IB	2002	\$10.000	\$9.983	4,006
	2003	\$9.983	\$9.853	776,190
	2004	\$9.853	\$9.741	571,779
	2005	\$9.741	\$9.809	283,085
	2006	\$9.809	\$10.057	213,854
	2007	\$10.057	\$10.349	342,086
	2008	\$10.349	\$10.424	324,791
-----				
Putnam VT New Opportunities Fund--Class IB (2)	2002	\$10.000	\$10.377	0
	2003	\$10.377	\$13.497	3,291
	2004	\$13.497	\$14.621	3,402
	2005	\$14.621	\$15.797	233
	2006	\$15.797	\$16.843	234
	2007	\$16.843	\$17.489	168
	2008	\$17.489	\$10.521	0
-----				
Putnam VT New Value Fund--Class IB	2002	\$10.000	\$11.202	0
	2003	\$11.202	\$14.574	6,517
	2004	\$14.574	\$16.522	18,620
	2005	\$16.522	\$17.183	71,713
	2006	\$17.183	\$19.579	74,753
	2007	\$19.579	\$18.286	63,253
	2008	\$18.286	\$9.921	39,738

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ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.6

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Putnam VT Research Fund--Class IB (2)	2002	\$10.000	\$10.640	0
	2003	\$10.640	\$13.096	5,620
	2004	\$13.096	\$13.834	6,279
	2005	\$13.834	\$14.268	1,616
	2006	\$14.268	\$15.599	1,566
	2007	\$15.599	\$15.403	1,499
	2008	\$15.403	\$9.296	534
-----				
Putnam VT The George Putnam Fund of Boston--Class IB	2002	\$10.000	\$10.512	3,141
	2003	\$10.512	\$12.083	17,937
	2004	\$12.083	\$12.841	19,997
	2005	\$12.841	\$13.117	34,620
	2006	\$13.117	\$14.418	30,252
	2007	\$14.418	\$14.294	26,289
	2008	\$14.294	\$8.321	11,149
-----				
Putnam VT Utilities Growth and Income Fund--Class IB (2)	2002	\$10.000	\$11.467	0
	2003	\$11.467	\$14.058	3,216
	2004	\$14.058	\$16.789	3,706
	2005	\$16.789	\$17.903	3,557
	2006	\$17.903	\$22.337	3,442
	2007	\$22.337	\$26.310	3,165
	2008	\$26.310	\$17.960	43
-----				
Putnam VT Vista Fund--Class IB	2002	\$10.000	\$10.370	0
	2003	\$10.370	\$13.562	2,975
	2004	\$13.562	\$15.798	2,606
	2005	\$15.798	\$17.401	2,301
	2006	\$17.401	\$18.022	3,112
	2007	\$18.022	\$18.372	1,127
	2008	\$18.372	\$9.825	273
-----				
Putnam VT Voyager Fund--Class IB	2002	\$10.000	\$10.107	0
	2003	\$10.107	\$12.398	27,311
	2004	\$12.398	\$12.789	27,234
	2005	\$12.789	\$13.276	34,981
	2006	\$13.276	\$13.748	33,560
	2007	\$13.748	\$14.246	25,420
	2008	\$14.246	\$8.809	15,219
-----				
Van Kampen LIT Mid Cap Growth Portfolio, Class II (3)	2004	\$10.000	\$11.115	6,523
	2005	\$11.115	\$12.129	6,398
	2006	\$12.129	\$12.499	2,041
	2007	\$12.499	\$14.435	1,940
	2008	\$14.435	\$7.537	212



ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with  
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ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.6

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Van Kampen LIT Comstock Portfolio, Class II	2004	\$10.000	\$11.328	35,103
	2005	\$11.328	\$11.583	103,444
	2006	\$11.583	\$13.202	96,241
	2007	\$13.202	\$12.662	62,385
	2008	\$12.662	\$7.983	38,316
-----				
Van Kampen LIT Capital Growth Portfolio, Class II	2002	\$10.000	\$9.408	0
	2003	\$9.408	\$13.874	0
	2004	\$13.874	\$12.309	22,487
	2005	\$12.309	\$13.013	17,612
	2006	\$13.013	\$13.116	16,490
	2007	\$13.116	\$15.024	9,192
	2008	\$15.024	\$7.508	5,082
-----				
Van Kampen LIT Growth and Income Portfolio, Class II	2002	\$10.000	\$10.650	0
	2003	\$10.650	\$13.355	36,801
	2004	\$13.355	\$14.968	81,112
	2005	\$14.968	\$16.129	100,032
	2006	\$16.129	\$18.372	88,795
	2007	\$18.372	\$18.497	52,886
	2008	\$18.497	\$12.314	39,008
-----				
Van Kampen LIT Money Market Portfolio, Class II	2003	\$10.000	\$10.000	0
	2004	\$10.000	\$9.875	113,071
	2005	\$9.875	\$9.934	251,605
	2006	\$9.934	\$10.164	133,457
	2007	\$10.164	\$10.426	137,828
	2008	\$10.426	\$10.422	135,319
-----				
UIF Emerging Markets Debt Portfolio, Class II (4)	2002	\$10.000	\$11.057	0
	2003	\$11.057	\$13.874	0
	2004	\$13.874	\$14.999	6,120
	2005	\$14.999	\$16.519	10,110
	2006	\$16.519	\$17.977	14,849
	2007	\$17.977	\$18.782	10,381
	2008	\$18.782	\$15.683	7,102
-----				
UIF Equity and Income Portfolio, Class II (4)	2004	\$10.000	\$10.952	12,560
	2005	\$10.952	\$11.550	29,686
	2006	\$11.550	\$12.771	72,485
	2007	\$12.771	\$12.962	66,971
	2008	\$12.962	\$9.843	44,327

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with  
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ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.6

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
UIF Capital Growth Portfolio, Class I (4)(5)	2004	\$10.000	\$10.749	18,791
	2005	\$10.749	\$12.215	16,554
	2006	\$12.215	\$12.490	10,996
	2007	\$12.490	\$14.952	10,166
	2008	\$14.952	\$7.461	2,938
-----				
UIF Capital Growth Portfolio, Class II (4)(5)	2004	\$10.000	\$10.723	10,867
	2005	\$10.723	\$12.162	12,616
	2006	\$12.162	\$12.400	13,657
	2007	\$12.400	\$14.815	6,253
	2008	\$14.815	\$7.370	7,839
-----				
UIF Global Franchise Portfolio, Class II (4)	2003	\$10.000	\$10.000	0
	2004	\$10.000	\$11.075	24,900
	2005	\$11.075	\$12.180	47,188
	2006	\$12.180	\$14.536	101,345
	2007	\$14.536	\$15.670	83,710
	2008	\$15.670	\$10.936	58,984
-----				
UIF U.S. Mid Cap Growth Portfolio, Class II (4)	2006	\$10.000	\$9.820	22,302
	2007	\$9.820	\$11.823	30,094
	2008	\$11.823	\$6.175	19,376
-----				
UIF Small Company Growth Portfolio, Class II (4)	2003	\$10.000	\$13.575	504
	2004	\$13.575	\$15.858	1,901
	2005	\$15.858	\$17.582	1,861
	2006	\$17.582	\$19.312	5,220
	2007	\$19.312	\$19.526	4,232
	2008	\$19.526	\$11.422	2,737
-----				
UIF U.S. Mid Cap Value Portfolio, Class I (4)(5)	2004	\$10.000	\$11.291	9,030
	2005	\$11.291	\$12.455	11,341
	2006	\$12.455	\$14.764	5,289
	2007	\$14.764	\$15.636	5,082
	2008	\$15.636	\$9.015	3,220
-----				
UIF U.S. Mid Cap Value Portfolio, Class II (4)(5)	2004	\$10.000	\$11.284	3,401
	2005	\$11.284	\$12.429	11,785
	2006	\$12.429	\$14.725	12,220
	2007	\$14.725	\$15.580	18,366
	2008	\$15.580	\$8.963	13,037

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Basic Contract

Mortality & Expense = 1.6

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
UIF U.S. Real Estate Portfolio, Class II (4)	2002	\$10.000	\$10.698	0
	2003	\$10.698	\$14.511	6,427
	2004	\$14.511	\$19.392	23,013
	2005	\$19.392	\$22.236	24,523
	2006	\$22.236	\$30.066	29,901
	2007	\$30.066	\$24.425	16,406
	2008	\$24.425	\$14.859	12,296

\* The Allstate Advisor Preferred Contracts with No Withdrawal Charge Option were first offered on October 14, 2002. All of the Variable Sub-Accounts shown above were first offered under the Contracts on October 14, 2002, except for the Oppenheimer Capital Appreciation/VA--Service Shares Sub-Account and UIF Small Company Growth, Class II Sub-Accounts which were first offered under the Contracts on May 1, 2003, the Van Kampen LIT Money Market, Class II Sub-Account and UIF Global Franchise, Class II Sub-Accounts, which were first offered under the Contracts on December 31, 2003, and the FTVIP Franklin Income Securities--Class 2 Sub-Account, FTVIP Franklin U.S. Government--Class 2 Sub-Account, Van Kampen LIT Aggressive Growth, Class II Sub-Account, Van Kampen LIT Comstock, Class II Sub-Account, UIF Equity and Income, Class II Sub-Account, UIF Capital Growth, Class II Sub-Account, and UIF U.S. Mid Cap Value, Class II Sub-Account, which were first offered under the Contracts on May 1, 2004 and the FTVIP Franklin Large Cap Growth Securities--Class 2 Sub-Account, Lord Abbett Series Fund--All Value Portfolio, Lord Abbett Series Fund--Bond-Debenture Portfolio, Lord Abbett Series Fund--Growth and Income Portfolio, Lord Abbett Series Fund--Growth Opportunities Portfolio, Lord Abbett Series Fund--Mid-Cap Value Portfolio and Oppenheimer Core Bond/VA--Service Shares Sub-Account which were first offered with the Contracts on October 1, 2004, and the Fidelity VIP Contrafund--Service Class 2 Sub-Account, Fidelity VIP Freedom 2010--Service Class 2 Sub-Account, Fidelity VIP Freedom 2020--Service Class 2 Sub-Account, Fidelity VIP Freedom 2030--Service Class 2 Sub-Account, Fidelity VIP Freedom Income--Service Class 2 Sub-Account, Fidelity VIP Growth Stock--Service Class 2 Sub-Account, Fidelity VIP Index 500--Service Class 2 Sub-Account, Fidelity VIP Mid Cap--Service Class 2 Sub-Account, FTVIP Mutual Discovery Securities--Class 2 Sub-Account and UIF U.S. Mid Cap Growth, Class II Sub-Account, which were first offered under the Contracts on May 1, 2006. The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 1.60% and an administrative expense charge of 0.19%.

(1) Effective May 1, 2003, the FTVIP Franklin Small-Mid Cap Growth Securities--Class 2 Sub-Account and the FTVIP Templeton Global Income Securities--Class 2 Sub-Accounts are no longer available for new investments. If you are currently invested in the Variable Sub-Accounts that invest in these Portfolios you may continue your investment. If, prior to May 1, 2003, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(2) Effective October 1, 2004, the Putnam VT Health Sciences--Class IB Sub-Account, Putnam VT New Opportunities--Class IB Sub-Account, Putnam VT Research--Class IB Sub-Account and the Putnam VT Utilities Growth and Income--Class IB Sub-Accounts are no longer available for new investments. If you are currently invested in the Variable Sub-Accounts that invest in these Portfolios you may continue your investment. If, prior to October 1, 2004, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(3) Effective May 1, 2006 the Van Kampen LIT Aggressive Growth Portfolio, Class II is no longer available for new investments. If you are currently invested in the Variable Sub-Account that invests in this Portfolio you may continue your investment. If, prior to May 1, 2006, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into the Variable Sub-Account in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(4) Morgan Stanley Investment Management Inc., the adviser to the UIF

Portfolios, does business in certain instances using the name Van Kampen.

- (5) The Variable Sub-Accounts that invest in the UIF Capital Growth Portfolio, Class II Sub-Account and the UIF U.S. Mid Cap Value Portfolio, Class II Sub-Account are offered with Contracts issued on or after May 1, 2004. Contract Owners of Contracts issued prior to May 1, 2004 may only invest in the Variable Sub-Accounts that invest in the UIF Capital Growth Portfolio, Class I Sub-Account and the UIF U.S. Mid Cap Value Portfolio, Class I Sub-Account.

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with  
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ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
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With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual  
Increase) Option both added on or after May 1, 2003, and the Earnings  
Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.5

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Fidelity VIP Contrafund Portfolio--Service Class 2				
	2006	\$10.000	\$10.193	0
	2007	\$10.193	\$11.633	0
	2008	\$11.633	\$6.487	0
-----				
Fidelity VIP Freedom 2010 Portfolio--Service Class 2				
	2006	\$10.000	\$10.383	0
	2007	\$10.383	\$10.953	0
	2008	\$10.953	\$7.976	0
-----				
Fidelity VIP Freedom 2020 Portfolio--Service Class 2				
	2006	\$10.000	\$10.412	0
	2007	\$10.412	\$11.141	0
	2008	\$11.141	\$7.285	0
-----				
Fidelity VIP Freedom 2030 Portfolio--Service Class 2				
	2006	\$10.000	\$10.421	0
	2007	\$10.421	\$11.263	0
	2008	\$11.263	\$6.776	0
-----				
Fidelity VIP Freedom Income Portfolio--Service Class 2				
	2006	\$10.000	\$10.274	0
	2007	\$10.274	\$10.588	0
	2008	\$10.588	\$9.200	0
-----				
Fidelity VIP Growth Stock Portfolio--Service Class 2				
	2006	\$10.000	\$9.673	0
	2007	\$9.673	\$11.511	0
	2008	\$11.511	\$6.186	0
-----				
Fidelity VIP Index 500 Portfolio--Service Class 2				
	2006	\$10.000	\$10.742	0
	2007	\$10.742	\$10.994	0
	2008	\$10.994	\$6.722	0
-----				
Fidelity VIP Mid Cap Portfolio--Service Class 2				
	2006	\$10.000	\$9.804	0
	2007	\$9.804	\$11.002	0
	2008	\$11.002	\$6.465	0
-----				
FTVIP Franklin Growth and Income Securities Fund--Class 2				
	2003	\$10.669	\$13.259	576
	2004	\$13.259	\$14.271	539
	2005	\$14.271	\$14.377	540
	2006	\$14.377	\$16.335	497
	2007	\$16.335	\$15.304	510
	2008	\$15.304	\$9.658	443
-----				
FTVIP Franklin Income Securities Fund--Class 2				
	2004	\$10.000	\$11.156	0
	2005	\$11.156	\$11.031	0
	2006	\$11.031	\$12.693	0
	2007	\$12.693	\$12.814	0
	2008	\$12.814	\$8.771	0

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Increase) Option both added on or after May 1, 2003, and the Earnings  
Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.5

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
FTVIP Franklin Large Cap Growth Securities Fund--Class 2	2004	\$10.000	\$10.496	0
	2005	\$10.496	\$10.323	0
	2006	\$10.323	\$11.140	0
	2007	\$11.140	\$11.514	0
	2008	\$11.514	\$7.336	0
-----				
FTVIP Franklin Small-Mid Cap Growth Securities Fund--Class 2 (1)	2003	\$11.788	\$15.390	0
	2004	\$15.390	\$16.694	0
	2005	\$16.694	\$17.024	0
	2006	\$17.024	\$18.007	0
	2007	\$18.007	\$19.490	0
	2008	\$19.490	\$10.905	0
-----				
FTVIP Franklin Small Cap Value Securities Fund--Class 2	2003	\$11.008	\$14.417	722
	2004	\$14.417	\$17.361	641
	2005	\$17.361	\$18.377	630
	2006	\$18.377	\$20.921	622
	2007	\$20.921	\$19.871	640
	2008	\$19.871	\$12.951	547
-----				
FTVIP Franklin U.S. Government Fund--Class 2	2004	\$10.000	\$10.176	1,084
	2005	\$10.176	\$10.141	1,084
	2006	\$10.141	\$10.265	1,084
	2007	\$10.265	\$10.648	1,084
	2008	\$10.648	\$11.148	1,084
-----				
FTVIP Mutual Discovery Securities Fund--Class 2	2006	\$10.000	\$10.936	0
	2007	\$10.936	\$11.901	0
	2008	\$11.901	\$8.285	0
-----				
FTVIP Mutual Shares Securities Fund--Class 2	2003	\$10.569	\$12.560	1,429
	2004	\$12.560	\$13.766	1,378
	2005	\$13.766	\$14.811	1,332
	2006	\$14.811	\$17.063	1,250
	2007	\$17.063	\$17.179	1,203
	2008	\$17.179	\$10.513	1,070
-----				
FTVIP Templeton Developing Markets Securities Fund--Class 2	2003	\$11.642	\$16.706	0
	2004	\$16.706	\$20.275	0
	2005	\$20.275	\$25.143	0
	2006	\$25.143	\$31.342	0
	2007	\$31.342	\$39.272	0
	2008	\$39.272	\$18.073	0

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Increase) Option both added on or after May 1, 2003, and the Earnings  
Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.5

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
FTVIP Templeton Foreign Securities Fund--Class 2	2003	\$10.348	\$13.463	0
	2004	\$13.463	\$15.528	608
	2005	\$15.528	\$16.649	608
	2006	\$16.649	\$19.677	608
	2007	\$19.677	\$22.104	608
	2008	\$22.104	\$12.824	608
-----				
FTVIP Templeton Global Income Securities Fund--Class 2 (1)	2003	\$10.550	\$12.760	0
	2004	\$12.760	\$14.247	0
	2005	\$14.247	\$13.438	0
	2006	\$13.438	\$14.747	0
	2007	\$14.747	\$15.927	0
	2008	\$15.927	\$16.461	0
-----				
Lord Abbett Series Fund--All Value Portfolio	2004	\$10.000	\$10.881	0
	2005	\$10.881	\$11.326	0
	2006	\$11.326	\$12.636	0
	2007	\$12.636	\$13.120	0
	2008	\$13.120	\$9.107	0
-----				
Lord Abbett Series Fund--Bond-Debenture Portfolio	2004	\$10.000	\$10.334	0
	2005	\$10.334	\$10.188	0
	2006	\$10.188	\$10.840	0
	2007	\$10.840	\$11.199	0
	2008	\$11.199	\$8.987	0
-----				
Lord Abbett Series Fund--Growth and Income Portfolio	2004	\$10.000	\$10.866	0
	2005	\$10.866	\$10.918	0
	2006	\$10.918	\$12.460	0
	2007	\$12.460	\$12.540	0
	2008	\$12.540	\$7.758	0
-----				
Lord Abbett Series Fund--Growth Opportunities Portfolio	2004	\$10.000	\$11.113	0
	2005	\$11.113	\$11.315	0
	2006	\$11.315	\$11.881	0
	2007	\$11.881	\$14.020	0
	2008	\$14.020	\$8.425	0
-----				
Lord Abbett Series Fund--Mid-Cap Value Portfolio	2004	\$10.000	\$11.096	0
	2005	\$11.096	\$11.686	0
	2006	\$11.686	\$12.764	0
	2007	\$12.764	\$12.491	0
	2008	\$12.491	\$7.371	0

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with  
No Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual  
Increase) Option both added on or after May 1, 2003, and the Earnings  
Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.5

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Oppenheimer MidCap Fund/VA--Service Shares	2003	\$10.308	\$12.267	0
	2004	\$12.267	\$14.257	0
	2005	\$14.257	\$15.538	0
	2006	\$15.538	\$15.529	0
	2007	\$15.529	\$16.021	0
	2008	\$16.021	\$7.917	0
-----				
Oppenheimer Balanced Fund/VA--Service Shares	2003	\$11.073	\$12.964	0
	2004	\$12.964	\$13.851	0
	2005	\$13.851	\$13.975	0
	2006	\$13.975	\$15.077	0
	2007	\$15.077	\$15.180	0
	2008	\$15.180	\$8.329	0
-----				
Oppenheimer Core Bond Fund/VA--Service Shares	2004	\$10.000	\$10.082	0
	2005	\$10.082	\$10.040	0
	2006	\$10.040	\$10.253	0
	2007	\$10.253	\$10.384	0
	2008	\$10.384	\$6.156	0
-----				
Oppenheimer Capital Appreciation Fund/VA--Service Shares	2003	\$10.000	\$12.206	1,456
	2004	\$12.206	\$12.663	1,465
	2005	\$12.663	\$12.923	1,481
	2006	\$12.923	\$13.542	1,540
	2007	\$13.542	\$15.002	1,366
	2008	\$15.002	\$7.932	1,376
-----				
Oppenheimer Global Securities Fund/VA--Service Shares	2003	\$10.051	\$14.093	0
	2004	\$14.093	\$16.303	0
	2005	\$16.303	\$18.097	0
	2006	\$18.097	\$20.669	0
	2007	\$20.669	\$21.333	0
	2008	\$21.333	\$12.386	0
-----				
Oppenheimer High Income Fund/VA--Service Shares	2003	\$10.695	\$12.829	0
	2004	\$12.829	\$13.574	0
	2005	\$13.574	\$13.475	0
	2006	\$13.475	\$14.324	0
	2007	\$14.324	\$13.871	0
	2008	\$13.871	\$2.892	0



ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with  
No Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual  
Increase) Option both added on or after May 1, 2003, and the Earnings  
Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.5

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Oppenheimer Main Street Fund/VA--Service Shares				
	2003	\$10.431	\$12.508	1,423
	2004	\$12.508	\$13.285	2,527
	2005	\$13.285	\$13.671	2,532
	2006	\$13.671	\$15.268	2,503
	2007	\$15.268	\$15.472	2,445
	2008	\$15.472	\$9.240	2,345
-----				
Oppenheimer Main Street Small Cap Fund/VA--Service Shares				
	2003	\$10.680	\$14.518	0
	2004	\$14.518	\$16.837	0
	2005	\$16.837	\$17.977	0
	2006	\$17.977	\$20.060	0
	2007	\$20.060	\$19.245	0
	2008	\$19.245	\$11.610	0
-----				
Oppenheimer Strategic Bond Fund/VA--Service Shares				
	2003	\$11.212	\$12.016	57
	2004	\$12.016	\$12.679	56
	2005	\$12.679	\$12.645	56
	2006	\$12.645	\$13.196	56
	2007	\$13.196	\$14.066	52
	2008	\$14.066	\$11.705	36
-----				
Putnam VT Global Asset Allocation Fund--Class IB				
	2003	\$10.717	\$12.309	0
	2004	\$12.309	\$13.069	0
	2005	\$13.069	\$13.605	0
	2006	\$13.605	\$14.943	0
	2007	\$14.943	\$14.966	0
	2008	\$14.966	\$9.710	0
-----				
Putnam VT Growth and Income Fund--Class IB				
	2003	\$10.958	\$13.370	1,360
	2004	\$13.370	\$14.457	2,340
	2005	\$14.457	\$14.804	2,355
	2006	\$14.804	\$16.700	2,315
	2007	\$16.700	\$15.267	2,370
	2008	\$15.267	\$9.107	2,273
-----				
Putnam VT Health Sciences Fund--Class IB (2)				
	2003	\$10.201	\$11.190	0
	2004	\$11.190	\$11.665	0
	2005	\$11.665	\$12.850	0
	2006	\$12.850	\$12.855	0
	2007	\$12.855	\$12.432	0
	2008	\$12.432	\$10.032	0

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with  
No Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual  
Increase) Option both added on or after May 1, 2003, and the Earnings  
Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.5

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Putnam VT High Yield Fund--Class IB				
	2003	\$11.828	\$13.212	0
	2004	\$13.212	\$14.212	0
	2005	\$14.212	\$14.259	0
	2006	\$14.259	\$15.337	0
	2007	\$15.337	\$15.339	0
	2008	\$15.339	\$11.035	0
-----				
Putnam VT Income Fund--Class IB				
	2003	\$10.324	\$10.338	0
	2004	\$10.338	\$10.506	0
	2005	\$10.506	\$10.466	0
	2006	\$10.466	\$10.645	0
	2007	\$10.645	\$10.899	0
	2008	\$10.899	\$8.068	0
-----				
Putnam VT International Equity Fund--Class IB				
	2003	\$10.542	\$13.249	0
	2004	\$13.249	\$14.981	0
	2005	\$14.981	\$16.357	0
	2006	\$16.357	\$20.331	0
	2007	\$20.331	\$21.436	0
	2008	\$21.436	\$11.691	0
-----				
Putnam VT Investors Fund--Class IB				
	2003	\$10.658	\$12.862	0
	2004	\$12.862	\$14.098	0
	2005	\$14.098	\$14.929	0
	2006	\$14.929	\$16.552	0
	2007	\$16.552	\$15.273	0
	2008	\$15.273	\$8.984	0
-----				
Putnam VT Money Market Fund--Class IB				
	2003	\$9.906	\$9.755	0
	2004	\$9.755	\$9.555	0
	2005	\$9.555	\$9.534	0
	2006	\$9.534	\$9.686	0
	2007	\$9.686	\$9.875	0
	2008	\$9.875	\$9.856	0
-----				
Putnam VT New Opportunities Fund--Class IB (2)				
	2003	\$10.944	\$13.362	1,492
	2004	\$13.362	\$14.343	1,502
	2005	\$14.343	\$15.354	1,449
	2006	\$15.354	\$16.221	1,490
	2007	\$16.221	\$16.688	1,419
	2008	\$16.688	\$9.947	1,314

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with  
No Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual  
Increase) Option both added on or after May 1, 2003, and the Earnings  
Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.5

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Putnam VT New Value Fund--Class IB	2003	\$11.285	\$14.429	0
	2004	\$14.429	\$16.207	0
	2005	\$16.207	\$16.701	0
	2006	\$16.701	\$18.856	0
	2007	\$18.856	\$17.449	0
	2008	\$17.449	\$9.379	0
-----				
Putnam VT Research Fund--Class IB (2)	2003	\$10.807	\$12.965	0
	2004	\$12.965	\$13.570	0
	2005	\$13.570	\$13.868	0
	2006	\$13.868	\$15.023	0
	2007	\$15.023	\$14.698	0
	2008	\$14.698	\$8.789	0
-----				
Putnam VT The George Putnam Fund of Boston--Class IB	2003	\$10.649	\$11.963	0
	2004	\$11.963	\$12.596	911
	2005	\$12.596	\$12.749	960
	2006	\$12.749	\$13.886	982
	2007	\$13.886	\$13.639	981
	2008	\$13.639	\$7.867	891
-----				
Putnam VT Utilities Growth and Income Fund--Class IB (2)	2003	\$11.450	\$13.937	0
	2004	\$13.937	\$16.469	44
	2005	\$16.469	\$17.401	41
	2006	\$17.401	\$21.512	35
	2007	\$21.512	\$25.106	28
	2008	\$25.106	\$16.981	25
-----				
Putnam VT Vista Fund--Class IB	2003	\$10.764	\$13.427	736
	2004	\$13.427	\$15.497	728
	2005	\$15.497	\$16.913	691
	2006	\$16.913	\$17.357	744
	2007	\$17.357	\$17.531	715
	2008	\$17.531	\$9.289	724
-----				
Putnam VT Voyager Fund--Class IB	2003	\$10.545	\$12.274	1,630
	2004	\$12.274	\$12.545	1,697
	2005	\$12.545	\$12.904	1,709
	2006	\$12.904	\$13.240	1,830
	2007	\$13.240	\$13.594	1,752
	2008	\$13.594	\$8.329	1,585

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with  
No Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual  
Increase) Option both added on or after May 1, 2003, and the Earnings  
Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.5

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Van Kampen LIT Mid Cap Growth Portfolio, Class II (3)	2004	\$10.000	\$11.047	0
	2005	\$11.047	\$11.945	0
	2006	\$11.945	\$12.197	0
	2007	\$12.197	\$13.955	0
	2008	\$13.955	\$7.219	0
-----				
Van Kampen LIT Comstock Portfolio, Class II	2004	\$10.000	\$11.258	0
	2005	\$11.258	\$11.407	0
	2006	\$11.407	\$12.882	0
	2007	\$12.882	\$12.242	0
	2008	\$12.242	\$7.647	0
-----				
Van Kampen LIT Capital Growth Portfolio, Class II	2003	\$9.898	\$11.621	0
	2004	\$11.621	\$12.075	0
	2005	\$12.075	\$12.648	0
	2006	\$12.648	\$12.632	0
	2007	\$12.632	\$14.336	0
	2008	\$14.336	\$7.098	0
-----				
Van Kampen LIT Growth and Income Portfolio, Class II	2003	\$10.754	\$13.221	1,365
	2004	\$13.221	\$14.683	1,280
	2005	\$14.683	\$15.677	1,227
	2006	\$15.677	\$17.694	1,195
	2007	\$17.694	\$17.650	1,156
	2008	\$17.650	\$11.643	961
-----				
Van Kampen LIT Money Market Portfolio, Class II	2003	\$10.000	\$10.000	0
	2004	\$10.000	\$9.784	0
	2005	\$9.784	\$9.753	0
	2006	\$9.753	\$9.887	0
	2007	\$9.887	\$10.049	0
	2008	\$10.049	\$9.953	0
-----				
UIF Emerging Markets Debt Portfolio, Class II (4)	2003	\$12.251	\$13.735	0
	2004	\$13.735	\$14.713	0
	2005	\$14.713	\$16.056	0
	2006	\$16.056	\$17.313	0
	2007	\$17.313	\$17.922	0
	2008	\$17.922	\$14.828	0
-----				
UIF Equity and Income Portfolio, Class II (4)	2004	\$10.000	\$10.885	0
	2005	\$10.885	\$11.374	0
	2006	\$11.374	\$12.461	0
	2007	\$12.461	\$12.532	0
	2008	\$12.532	\$9.429	0

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with  
No Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual  
Increase) Option both added on or after May 1, 2003, and the Earnings  
Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.5

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
UIF Capital Growth Portfolio, Class I (4)(5)	2004	\$10.000	\$10.683	1,685
	2005	\$10.683	\$12.029	1,541
	2006	\$12.029	\$12.187	1,643
	2007	\$12.187	\$14.455	1,371
	2008	\$14.455	\$7.147	1,419
-----				
UIF Capital Growth Portfolio, Class II (4)(5)	2004	\$10.000	\$10.657	0
	2005	\$10.657	\$11.977	0
	2006	\$11.977	\$12.100	0
	2007	\$12.100	\$14.323	0
	2008	\$14.323	\$7.059	0
-----				
UIF Global Franchise Portfolio, Class II (4)	2003	\$10.000	\$10.000	0
	2004	\$10.000	\$10.974	0
	2005	\$10.974	\$11.958	0
	2006	\$11.958	\$14.141	0
	2007	\$14.141	\$15.104	0
	2008	\$15.104	\$10.444	0
-----				
UIF U.S. Mid Cap Growth Portfolio, Class II (4)	2006	\$10.000	\$9.759	0
	2007	\$9.759	\$11.642	0
	2008	\$11.642	\$6.025	0
-----				
UIF Small Company Growth Portfolio, Class II (4)	2003	\$10.000	\$13.492	0
	2004	\$13.492	\$15.617	0
	2005	\$15.617	\$17.156	0
	2006	\$17.156	\$18.672	0
	2007	\$18.672	\$18.705	0
	2008	\$18.705	\$10.841	0
-----				
UIF U.S. Mid Cap Value Portfolio, Class I (4)(5)	2004	\$10.000	\$11.222	1,693
	2005	\$11.222	\$12.265	1,587
	2006	\$12.265	\$14.407	1,479
	2007	\$14.407	\$15.117	1,356
	2008	\$15.117	\$8.636	1,302
-----				
UIF U.S. Mid Cap Value Portfolio, Class II (4)(5)	2004	\$10.000	\$11.215	0
	2005	\$11.215	\$12.240	0
	2006	\$12.240	\$14.369	0
	2007	\$14.369	\$15.063	0
	2008	\$15.063	\$8.586	0

ALLSTATE ADVISOR VARIABLE ANNUITY: Allstate Advisor Preferred Contracts with  
No Withdrawal Charge Option--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH  
VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual Increase) Option both added on or after May 1, 2003, and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.5

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
UIF U.S. Real Estate Portfolio, Class II (4)	2003	\$11.344	\$14.366	0
	2004	\$14.366	\$19.022	510
	2005	\$19.022	\$21.613	510
	2006	\$21.613	\$28.957	510
	2007	\$28.957	\$23.307	510
	2008	\$23.307	\$14.048	510

\* The Allstate Advisor Preferred Contracts with No Withdrawal Charge Option were first offered on October 14, 2002. All of the Variable Sub-Accounts shown above were first offered under the Allstate Advisor Preferred Contracts with No Withdrawal Charge Option and with the Earnings Protection Death Benefit Option, the MAV Death Benefit Option at 0.20%, and the Enhanced Beneficiary Protection (Annual Increase) Option at 0.30% on May 1, 2003, except for the Van Kampen LIT Money Market, Class II Sub-Account and UIF Global Franchise, Class II Sub-Accounts, which were first offered under the Contracts on December 31, 2003, and the FTVIP Franklin Income Securities--Class 2 Sub-Account, FTVIP Franklin U.S. Government--Class 2 Sub-Account, Van Kampen LIT Aggressive Growth, Class II Sub-Account, Van Kampen LIT Comstock, Class II Sub-Account, UIF Equity and Income, Class II Sub-Account, UIF Capital Growth, Class II Sub-Account, and UIF U.S. Mid Cap Value, Class II Sub-Accounts, which were first offered under the Contracts on May 1, 2004 and the FTVIP Franklin Large Cap Growth Securities--Class 2 Sub-Account, Lord Abbett Series Fund--All Value Portfolio, Lord Abbett Series Fund--Bond-Debenture Portfolio, Lord Abbett Series Fund--Growth and Income Portfolio, Lord Abbett Series Fund--Growth Opportunities Portfolio, Lord Abbett Series Fund--Mid-Cap Value Portfolio and Oppenheimer Core Bond/VA--Service Shares Sub-Account which were first offered with the Contracts on October 1, 2004, and the Fidelity VIP Contrafund--Service Class 2 Sub-Account, Fidelity VIP Freedom 2010--Service Class 2 Sub-Account, Fidelity VIP Freedom 2020--Service Class 2 Sub-Account, Fidelity VIP Freedom 2030--Service Class 2 Sub-Account, Fidelity VIP Freedom Income--Service Class 2 Sub-Account, Fidelity VIP Growth Stock--Service Class 2 Sub-Account, Fidelity VIP Index 500--Service Class 2 Sub-Account, Fidelity VIP Mid Cap--Service Class 2 Sub-Account, FTVIP Mutual Discovery Securities--Class 2 Sub-Account and UIF U.S. Mid Cap Growth, Class II Sub-Account, which were first offered under the Contracts on May 1, 2006. The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 2.50% and an administrative expense charge of 0.19%.

(1) Effective May 1, 2003, the FTVIP Franklin Small-Mid Cap Growth Securities--Class 2 Sub-Account and the FTVIP Templeton Global Income Securities--Class 2 Sub-Accounts are no longer available for new investments. If you are currently invested in the Variable Sub-Accounts that invest in these Portfolios you may continue your investment. If, prior to May 1, 2003, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(2) Effective October 1, 2004, the Putnam VT Health Sciences--Class IB Sub-Account, Putnam VT New Opportunities--Class IB Sub-Account, Putnam VT Research--Class IB Sub-Account and the Putnam VT Utilities Growth and Income--Class IB Sub-Accounts are no longer available for new investments. If you are currently invested in the Variable Sub-Accounts that invest in these Portfolios you may continue your investment. If, prior to October 1, 2004, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(3) Effective May 1, 2006 the Van Kampen LIT Aggressive Growth Portfolio, Class II is no longer available for new investments. If you are currently invested in the Variable Sub-Account that invests in this Portfolio you may continue your investment. If, prior to May 1, 2006, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into the Variable Sub-Account in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(4) Morgan Stanley Investment Management Inc., the adviser to the UIF Portfolios, does business in certain instances using the name Van Kampen.

(5) The Variable Sub-Accounts that invest in the UIF Capital Growth Portfolio, Class II Sub-Account and the UIF U.S. Mid Cap Value Portfolio, Class II Sub-Account are offered with Contracts issued on or after May 1, 2004. Contract Owners of Contracts issued prior to May 1, 2004 may only invest in the Variable Sub-Accounts that invest in the UIF Capital Growth Portfolio, Class I Sub-Account and the UIF U.S. Mid Cap Value Portfolio, Class I Sub-Account.

PA195-4

[LOGO]



The Allstate Variable Annuities  
(Allstate Variable Annuity, Allstate Variable Annuity - L Share)

Allstate Life Insurance Company  
Street Address: 5801 SW 6th Ave. Topeka, KS 66606-0001  
Mailing Address: P.O. Box 758566, Topeka, KS 66675-8566  
Telephone Number: 1-800-457-7617  
Fax Number: 1-785-228-4584

Prospectus dated May 1, 2009

-----  
Allstate Life Insurance Company ("Allstate Life") has offered the following individual and group flexible premium deferred variable annuity contracts (each, a "Contract"):

- . Allstate Variable Annuity
- . Allstate Variable Annuity - L Share

This prospectus contains information about each Contract that you should know before investing. Please keep it for future reference. These Contracts are no longer offered for new sales.

Each Contract currently offers several investment alternatives ("investment alternatives"). The investment alternatives include up to 3 fixed account options ("Fixed Account Options"), depending on the Contract, and include 63\* variable sub-accounts ("Variable Sub-Accounts") of the Allstate Financial Advisors Separate Account I ("Variable Account"). Each Variable Sub-Account invests exclusively in shares of the following funds ("Funds"):

Morgan Stanley Variable Investment Series (Class Y)	Fidelity(R) Variable Insurance Products (Service Class 2)
The Universal Institutional Funds, Inc. (Class II Shares)	Franklin Templeton Variable Insurance Products Trust (Class 2)
Van Kampen Life Investment Trust (Class II)	Goldman Sachs Variable Insurance Trust
AIM Variable Insurance Funds (Series II)	PIMCO Variable Insurance Trust
AllianceBernstein Variable Products Series Fund, Inc. (Class B)	Putnam Variable Trust (Class IB)

\* Certain Variable Sub-Accounts may not be available depending on the date you purchased your Contract. Please see page 45 for information about Variable Sub-Account or Portfolio liquidations, mergers, closures and name changes.

Each Fund has multiple investment Portfolios ("Portfolios"). Not all of the Funds and/or Portfolios, however, may be available with your Contract. You should check with your Morgan Stanley Financial Advisor for further information on the availability of the Funds and/or Portfolios. Your annuity application will list all available Portfolios.

We (Allstate Life) have filed a Statement of Additional Information, dated May 1, 2009, with the Securities and Exchange Commission ("SEC"). It contains more information about each Contract and is incorporated herein by reference, which means that it is legally a part of this prospectus. Its table of contents appears on page 88 of this prospectus. For a free copy, please write or call us at the address or telephone number above, or go to the SEC's Web site (<http://www.sec.gov>). You can find other information and documents about us, including documents that are legally part of this prospectus, at the SEC's Web site.

-----  
IMPORTANT NOTICES The Securities and Exchange Commission has not approved or disapproved the securities described in this prospectus, nor has it passed on the accuracy or the adequacy of this prospectus. Anyone who tells you otherwise is committing a federal crime.

Investment in the Contracts involves investment risks, including possible loss of principal.

	Page
-----	
Overview	
-----	
Important Terms	3
-----	
Overview of Contracts	5
-----	
The Contracts at a Glance	6
-----	
How the Contracts Work	11
-----	
Expense Table	12
-----	
Financial Information	16
-----	
Contract Features	
-----	
The Contracts	16
-----	
Purchases	19
-----	
Contract Value	20
-----	
Investment Alternatives	42
-----	
The Variable Sub-Accounts	42
-----	
The Fixed Account Options	48
-----	
Transfers	52
-----	
Expenses	54
-----	
Access to Your Money	60
-----	
Income Payments	61
-----	
Death Benefits	69
-----	

	Page
-----	
Other Information	
-----	
More Information	77
-----	
Taxes	79
-----	
Annual Reports and Other Documents	87
-----	
Statement of Additional Information Table of Contents	88
-----	
Appendix A - Contract Comparison Chart	89
-----	
Appendix B - Market Value Adjustment	90
-----	
Appendix C - Example of Calculation of Income Protection Benefit	92
-----	
Appendix D - Withdrawal Adjustment Example-Income Benefits	93
-----	
Appendix E - Withdrawal Adjustment Example-Death Benefits	94
-----	
Appendix F - Calculation of Earnings Protection Death Benefit	95
-----	
Appendix G - Withdrawal Adjustment Example - TrueReturn Accumulation Benefit	98
-----	
Appendix H - SureIncome Withdrawal Benefit Option Calculation Examples	99
-----	
Appendix I - SureIncome Plus Withdrawal Benefit Option Calculation Examples	100
-----	
Appendix J - SureIncome for Life Withdrawal Benefit Option Calculation Examples	102
-----	
Appendix K - Accumulation Unit Values	106
-----	



## Important Terms

This prospectus uses a number of important terms that you may not be familiar with. The index below identifies the page that describes each term. The first use of each term in this prospectus appears in highlights.

	Page
AB Factor	21
Accumulation Benefit	21
Accumulation Phase	11
Accumulation Unit	20
Accumulation Unit Value	20
Allstate Life ("We")	77
Annuitant	17
Automatic Additions Program	19
Automatic Portfolio Rebalancing Program	54
Beneficiary	18
Benefit Base (for the TrueReturn Accumulation Benefit Option)	21
Benefit Base (for the SureIncome Withdrawal Benefit Option)	29
Benefit Base (for the SureIncome Plus Withdrawal Benefit Option)	33
Benefit Base (for the SureIncome For Life Withdrawal Benefit Option)	37
Benefit Payment (for the SureIncome Withdrawal Benefit Option)	29
Benefit Payment (for the SureIncome Plus Withdrawal Benefit Option)	32
Benefit Payment (for the SureIncome For Life Withdrawal Benefit Option)	36
Benefit Payment Remaining (for the SureIncome Withdrawal Benefit Option)	29
Benefit Payment Remaining (for the SureIncome Plus Withdrawal Benefit Option)	32
Benefit Payment Remaining (for the SureIncome For Life Withdrawal Benefit Option)	36
Benefit Year (for the SureIncome Withdrawal Benefit Option)	28
Benefit Year (for the SureIncome Plus Withdrawal Benefit Option)	32
Benefit Year (for the SureIncome For Life Withdrawal Benefit Option)	35
Co-Annuitant	17
*Contract	78
Contract Anniversary	7
Contract Owner ("You")	16
Contract Value	7
Contract Year	8
Dollar Cost Averaging Program	54
Due Proof of Death	69
Earnings Protection Death Benefit Option	71
Enhanced Beneficiary Protection (Annual Increase) Option	71

Excess of Earnings Withdrawal	72
Fixed Account Options	48
Free Withdrawal Amount	58
Funds	1
Guarantee Option	22
Guarantee Period Accounts	49
Income Base	7
Income Plan	61
Income Protection Benefit Option	64
In-Force Earnings	72
In-Force Premium	72
Investment Alternatives	42
IRA Contract	7
Issue Date	11
Market Value Adjustment	50
Maximum Anniversary Value (MAV) Death Benefit Option	70
Payout Phase	11
Payout Start Date	61
Payout Withdrawal	63
Portfolios	79
Qualified Contract	16
Retirement Income Guarantee Options	56
Return of Premium ("ROP") Death Benefit	70
Rider Anniversary	20
Rider Application Date	17
Rider Date (for the TrueReturn Accumulation Benefit Option)	20
Rider Date (for the SureIncome Withdrawal Benefit Option)	28
Rider Date (for the SureIncome Plus Withdrawal Benefit Option)	32
Rider Date (for the SureIncome For Life Withdrawal Benefit Option)	35
Rider Fee (for the TrueReturn Accumulation Benefit Option)	7
Rider Fee (for the SureIncome Withdrawal Benefit Option)	7
Rider Fee (for the SureIncome Plus Withdrawal Benefit Option)	7
Rider Fee (for the SureIncome For Life Withdrawal Benefit Option)	7
Rider Fee Percentage	7
Rider Maturity Date	20
Rider Period	20
Rider Trade-In Option (for the TrueReturn Accumulation Benefit Option)	27

	Page
Rider Trade-In Option (for the SureIncome Withdrawal Benefit Option)	31
Right to Cancel	19
SEC	1
Settlement Value	70
Spousal Protection Benefit (Co-Annuitant) Option	17
Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts	17
Standard Fixed Account Option	49
SureIncome Covered Life	35
SureIncome Option Fee	7
SureIncome Plus Option	7
SureIncome Plus Option Fee	7
SureIncome Plus Withdrawal Benefit Option	32
SureIncome For Life Option	7
SureIncome For Life Option Fee	7
SureIncome For Life Withdrawal Benefit Option	35
SureIncome ROP Death Benefit	38
SureIncome Withdrawal Benefit Option	28
Systematic Withdrawal Program	60
Tax Qualified Contract	83
Transfer Period Accounts	40
Trial Examination Period	19

	Page
TrueBalance/SM/ Asset Allocation Program	46
TrueReturn/SM/ Accumulation Benefit Option	20
Valuation Date	19
Variable Account	77
Variable Sub-Account	42
Withdrawal Benefit Factor (for the SureIncome Withdrawal Benefit Option)	29
Withdrawal Benefit Factor (for the SureIncome Plus Withdrawal Benefit Option)	32
Withdrawal Benefit Factor (for the SureIncome for Life Withdrawal Benefit Option)	36
Withdrawal Benefit Payout Phase (for the SureIncome Withdrawal Benefit Option)	30
Withdrawal Benefit Payout Phase (for the SureIncome Plus Withdrawal Benefit Option)	34
Withdrawal Benefit Payout Phase (for the SureIncome for Life Withdrawal Benefit Option)	38
Withdrawal Benefit Payout Start Date (for the SureIncome Withdrawal Benefit Option)	30
Withdrawal Benefit Payout Start Date (for the SureIncome Plus Withdrawal Benefit Option)	34
Withdrawal Benefit Payout Start Date (for the SureIncome for Life Withdrawal Benefit Option)	38
Withdrawal Benefit Option	28

\* In certain states a Contract was available only as a group Contract. If you purchased a group Contract, we issued you a certificate that represents your ownership and that summarizes the provisions of the group Contract. References to "Contract" in this prospectus include certificates, unless the context requires otherwise. References to "Contract" also include both Contracts listed on the cover page of this prospectus, unless otherwise noted. However, we administer each Contract separately.

## Overview of Contracts

---

The Contracts offer many of the same basic features and benefits. They differ primarily with respect to the charges imposed, as follows:

- .. The Allstate Variable Annuity Contract has a mortality and expense risk charge of 1.10%, an administrative expense charge of 0.19%\*, and a withdrawal charge of up to 7% with a 7-year withdrawal charge period;
- .. The Allstate Variable Annuity - L Share Contract has a mortality and expense risk charge of 1.50%, an administrative expense charge of 0.19%\*, and a withdrawal charge of up to 7% with a 3-year withdrawal charge period.

Other differences between the Contracts relate to available Fixed Account Options. For a side-by-side comparison of these differences, please refer to Appendix A of this prospectus.

\* The administrative expense charge may be increased, but will never exceed 0.35%. Once your Contract is issued, we will not increase the administrative expense charge for your Contract. The administrative expense charge is 0.19% for Contracts issued before January 1, 2005 and 0.19% for Contracts issued on or after October 17, 2005. The administrative expense charge is 0.30% for Contracts issued on or after January 1, 2005 and prior to October 17, 2005; effective October 17, 2005 and thereafter, the administrative expense charge applied to such Contracts is 0.19%.



The Contracts at a Glance

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The following is a snapshot of the Contracts. Please read the remainder of this prospectus for more information.

**Flexible Payments** We are no longer offering new contracts.

You can add to your Contract as often and as much as you like, but each subsequent payment must be at least \$1,000 (\$50 for automatic payments). We may limit the cumulative amount of purchase payments to a maximum of \$1,000,000 in any Contract.

---

**Trial Examination Period** You may cancel your Contract within 20 days of receipt or any longer period as your state may require ("Trial Examination Period"). Upon cancellation, we will return your purchase payments adjusted, to the extent federal or state law permits, to reflect the investment experience of any amounts allocated to the Variable Account, including the deduction of mortality and expense risk charges and administrative expense charges. See "Trial Examination Period" for details.

---

**Expenses** Each Portfolio pays expenses that you will bear indirectly if you invest in a Variable Sub-Account. You also will bear the following expenses:

**Allstate Variable Annuity Contracts**

- . Annual mortality and expense risk charge equal to 1.10% of average daily net assets.
- . Withdrawal charges ranging from 0% to 7% of purchase payments withdrawn.

**Allstate Variable Annuity - L Share Contracts**

- . Annual mortality and expense risk charge equal to 1.50% of average daily net assets.
- . Withdrawal charges ranging from 0% to 7% of purchase payments withdrawn.

**All Contracts**

- . Annual administrative expense charge of 0.19% for Contracts issued before January 1, 2005 and for Contracts issued on or after October 17, 2005 (0.30% for Contracts issued on or after January 1, 2005 and prior to October 17, 2005; effective October 17, 2005 and thereafter, the annual administrative expense charge applied to such Contracts is 0.19%; up to 0.35% for future Contracts).
- . Annual contract maintenance charge of \$30 (waived in certain cases).
- . If you select the Maximum Anniversary Value (MAV) Death Benefit Option ("MAV Death Benefit Option") you will pay an additional mortality and expense risk charge of 0.20% (up to 0.30% for Options added in the future).
- . If you select Enhanced Beneficiary Protection (Annual Increase) Option, you will pay an additional mortality and expense risk charge of 0.30%.
- . If you select the Earnings Protection Death Benefit Option you will pay an additional mortality and expense risk charge of 0.25% or 0.40% (up to 0.35% or 0.50% for Options added in the future) depending on the age of the oldest Owner and oldest Annuitant on the date we receive the completed application or request to add the benefit, whichever is later ("Rider Application Date").

- . If you select the TrueReturn/SM/ Accumulation Benefit Option ("TrueReturn Option") you would pay an additional annual fee ("Rider Fee") of 0.50% (up to 1.25% for Options added in the future) of the Benefit Base in effect on each Contract anniversary ("Contract Anniversary") during the Rider Period. You may not select the TrueReturn Option together with a Retirement Income Guarantee Option or any Withdrawal Benefit Option.
- . We discontinued offering the SureIncome Withdrawal Benefit Option ("SureIncome Option") as of May 1, 2006, except in a limited number of states. If you elected the SureIncome Option prior to May 1, 2006, you would pay an additional annual fee ("SureIncome Option Fee") of 0.50% of the Benefit Base on each Contract Anniversary (see the SureIncome Option Fee section). You may not select the SureIncome Option together with a Retirement Income Guarantee Option, a TrueReturn Option or any other Withdrawal Benefit Option.
- . If you select the SureIncome Plus Withdrawal Benefit Option ("SureIncome Plus Option") you would pay an additional annual fee ("SureIncome Plus Option Fee") of 0.65% (up to 1.25% for Options added in the future) of the Benefit Base on each Contract Anniversary (see the SureIncome Plus Option Fee section). You may not select the SureIncome Plus Option together with a Retirement Income Guarantee Option, a TrueReturn Option or any other Withdrawal Benefit Option.
- . If you select the SureIncome For Life Withdrawal Benefit Option ("SureIncome For Life Option") you would pay an additional annual fee ("SureIncome For Life Option Fee") of 0.65% (up to 1.25% for Options added in the future) of the Benefit Base on each Contract Anniversary (see the SureIncome For Life Option Fee section). You may not select the SureIncome For Life Option together with a Retirement Income Guarantee Option, a TrueReturn Option or any other Withdrawal Benefit Option.
- . We discontinued offering Retirement Income Guarantee Option 1 ("RIG 1") as of January 1, 2004 (up to May 1, 2004 in certain states). If you elected RIG 1 prior to May 1, 2004, you will pay an additional annual fee ("Rider Fee") of 0.40% of the Income Base in effect on a Contract Anniversary.
- . We discontinued offering Retirement Income Guarantee Option 2 ("RIG 2") as of January 1, 2004 (up to May 1, 2004 in certain states). If you elected RIG 2 prior to May 1, 2004, you will pay an additional annual Rider Fee of 0.55% of the Income Base in effect on a Contract Anniversary.
- . If you select the Income Protection Benefit Option you will pay an additional mortality and expense risk charge of 0.50% (up to 0.75% for Options added in the future) during the Payout Phase of your Contract.
- . If you select the Spousal Protection Benefit (Co-Annuitant) Option or Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts ("CSP") you would pay an additional annual fee ("Rider Fee") of 0.10%\* (up to 0.15% for Options added in the future) of the Contract Value ("Contract Value") on each Contract Anniversary. These Options are only available for certain types of IRA Contracts, which are Contracts issued with an Individual Retirement Annuity or Account ("IRA") under Section 408 of the Internal Revenue Code. The CSP is only available for certain Custodial Individual Retirement Accounts established under Section 408 of the Internal

Revenue Code. For Contracts purchased on or after January 1, 2005, we may discontinue offering the Spousal Protection Benefit (Co-Annuitant) Option at any time prior to the time you elect to receive it.

\*No Rider Fee was charged for these Options for Contract Owners who added these Options prior to January 1, 2005. See page 13 for details.

- . Transfer fee equal to 1.00% (subject to increase to up to 2.00%) of the amount transferred after the 12th transfer in any Contract Year ("Contract Year"), which we measure from the date we issue your Contract or a Contract Anniversary.
- . State premium tax (if your state imposes one)
- . Not all Options are available in all states

We may discontinue offering any of these Options at any time prior to the time you elect to receive it.

-----  
Investment Alternatives Each Contract offers several investment alternatives including:

- . up to 3 Fixed Account Options that credit interest at rates we guarantee, and
- . 63\* Variable Sub-Accounts investing in Portfolios offering professional money management by these investment advisers:
  - . Morgan Stanley Investment Advisors Inc.
  - . Morgan Stanley Investment Management, Inc. \*\*
  - . Van Kampen Asset Management
  - . Invesco A I M Advisors, Inc.
  - . AllianceBernstein L.P.
  - . Fidelity Management & Research Company
  - . Franklin Advisers, Inc.
  - . Franklin Mutual Advisers, LLC
  - . Goldman Sachs Asset Management, L.P.
  - . Pacific Investment Management Company LLC
  - . Putnam Investment Management, LLC
  - . Templeton Investment Counsel, LLC

\*Certain Variable Sub-Accounts may not be available depending on the date you purchased your Contract. Please see page 46 for information about Sub-Accounts and/or Portfolio liquidations, mergers, closures and name changes.

\*\* Morgan Stanley Investment Management Inc., the investment adviser to the UIF Portfolios, does business in certain instances using the name Van Kampen.

Not all Fixed Account Options are available in all states or with all Contracts.

To find out current rates being paid on the Fixed Account Option(s), or to find out how the Variable Sub-Accounts have performed, please call us at 1-800-457-7617.

-----  
Special Services For your convenience, we offer these special services:

- . Automatic Portfolio Rebalancing Program
- . Automatic Additions Program
- . Dollar Cost Averaging Program
- . Systematic Withdrawal Program
- . TrueBalance/SM/ Asset Allocation Program

-----  
Income Payments You can choose fixed income payments, variable income payments, or a combination of the two. You can receive your income payments in one of the following ways (you may select more than one income plan):

- . life income with guaranteed number of payments
- . joint and survivor life income with guaranteed number of payments
- . guaranteed number of payments for a specified period
- . life income with cash refund
- . joint life income with cash refund
- . life income with installment refund
- . joint life income with installment refund

Prior to May 1, 2004, Allstate Life also offered two Retirement Income Guarantee Options that guarantee a minimum amount of fixed income payments you can receive if you elect to receive income payments.

In addition, we offer an Income Protection Benefit Option that guarantees that your variable income payments will not fall below a certain level.

-----  
Death Benefits If you, the Annuitant, or Co-Annuitant die before the Payout Start Date, we will pay a death benefit subject to the conditions described in the Contract. In addition to the death benefit included in your Contract ("Return of Premium Death Benefit" or "ROP Death Benefit"), the death benefit options we currently offer include:

- . MAV Death Benefit Option;
- . Enhanced Beneficiary Protection (Annual Increase) Option; and
- . Earnings Protection Death Benefit Option

The SureIncome Plus Option and SureIncome For Life Option also include a death benefit option, the SureIncome Return of Premium Death Benefit, ("SureIncome ROP Death Benefit").

-----  
Transfers Before the Payout Start Date, you may transfer your Contract Value among the investment alternatives, with certain restrictions. The minimum amount you may transfer is \$100 or the amount remaining in the investment alternative, if less. The minimum amount that can be transferred into the Standard Fixed Account or Market Value Adjusted Account Options is \$100.

A charge may apply after the 12th transfer in each Contract Year.

-----  
Withdrawals You may withdraw some or all of your Contract Value at any time during the Accumulation Phase and during the Payout Phase in certain cases. In general, you must withdraw at least \$50 at a time. Withdrawals taken prior to the Payout Start Date are generally considered to come from the earnings in the Contract first. If the Contract is tax-qualified, generally all withdrawals are treated as distributions of earnings. Withdrawals of earnings are taxed as ordinary income and, if taken prior to age 59 1/2, may be subject to an additional 10% federal tax penalty. A withdrawal charge and a Market Value Adjustment may also apply.

If any withdrawal reduces your Contract Value to less than \$1,000, we will treat the request as a withdrawal of the entire Contract Value unless a Withdrawal Benefit Option is in effect under your Contract. Your Contract will terminate if you withdraw all of your Contract Value.

-----

Each Contract basically works in two ways.

First, each Contract can help you (we assume you are the "Contract Owner") save for retirement because you can invest in your Contract's investment alternatives and generally pay no federal income taxes on any earnings until you withdraw them. You do this during what we call the "Accumulation Phase" of the Contract. The Accumulation Phase begins on the date we issue your Contract (we call that date the "Issue Date") and continues until the Payout Start Date, which is the date we apply your money to provide income payments. During the Accumulation Phase, you may allocate your purchase payments to any combination of the Variable Sub-Accounts and/or Fixed Account Options. If you invest in a Fixed Account Option, you will earn a fixed rate of interest that we declare periodically. If you invest in any of the Variable Sub-Accounts, your investment return will vary up or down depending on the performance of the corresponding Portfolios.

Second, each Contract can help you plan for retirement because you can use it to receive retirement income for life and/or for a pre-set number of years, by selecting one of the income payment options (we call these "Income Plans") described on page 61. You receive income payments during what we call the "Payout Phase" of the Contract, which begins on the Payout Start Date and continues until we make the last payment required by the Income Plan you select. During the Payout Phase, if you select a fixed income payment option, we guarantee the amount of your payments, which will remain fixed. If you select a variable income payment option, based on one or more of the Variable Sub-Accounts, the amount of your payments will vary up or down depending on the performance of the corresponding Portfolios. The amount of money you accumulate under your Contract during the Accumulation Phase and apply to an Income Plan will determine the amount of your income payments during the Payout Phase.

The timeline below illustrates how you might use your Contract.

[FLOW CHART]

Other income payment options are also available. See "Income Payments."

As the Contract Owner, you exercise all of the rights and privileges provided by the Contract. If you die, any surviving Contract Owner or, if there is none, the Beneficiary will exercise the rights and privileges provided by the Contract. See "The Contracts." In addition, if you die before the Payout Start Date, we will pay a death benefit to any surviving Contract Owner or, if there is none, to your Beneficiary. See "Death Benefits."

Please call us at 1-800-457-7617 if you have any question about how the Contracts work.

Expense Table

The table below lists the expenses that you will bear directly or indirectly when you buy a Contract. The table and the examples that follow do not reflect premium taxes that may be imposed by the state where you reside. For more information about Variable Account expenses, see "Expenses," below. For more information about Portfolio expenses, please refer to the prospectuses for the Funds.

Contract Owner Transaction Expenses

Withdrawal Charge (as a percentage of purchase payments withdrawn)\*

	Number of Complete Years Since We Received the Purchase Payment Being Withdrawn/Applicable Charge:									
	0	1	2	3	4	5	6	7	8+	
Contract:										
Allstate Variable Annuity	7%	7%	6%	5%	4%	3%	2%	0%	0%	
Allstate Variable Annuity - L Share	7%	6%	5%	0%						
All Contracts:										
Annual Contract Maintenance Charge			\$30**							
Transfer Fee			up to 2.00%	of the amount transferred***						

\* Each Contract Year, you may withdraw a portion of your purchase payments (and/or your earnings, in the case of Charitable Remainder Trusts) without incurring a withdrawal charge ("Free Withdrawal Amount"). See "Withdrawal Charges" for more information.

\*\* Waived in certain cases. See "Expenses."

\*\*\* Applies solely to the 13th and subsequent transfers within a Contract Year, excluding transfers due to dollar cost averaging and automatic portfolio rebalancing. We are currently assessing a transfer fee of 1.00% of the amount transferred, however, we reserve the right to raise the transfer fee to up to 2.00% of the amount transferred.

Variable Account Annual Expenses (as a percentage of average daily net asset value deducted from each Variable Sub-Account)

If you select the basic Contract without any optional benefits, your Variable Account expenses would be as follows:

Basic Contract (without any optional benefit)	Mortality and Expense Risk Charge	Administrative Expense Charge*	Total Variable Account Annual Expense
Allstate Variable Annuity	1.10%	0.19%	1.29%
Allstate Variable Annuity - L Share	1.50%	0.19%	1.69%

\* We reserve the right to raise the administrative expense charge to 0.35%. However, we will not increase the charge once we issue your Contract. The administrative expense charge is 0.19% for Contracts issued before January 1, 2005 and for Contracts issued on or after October 17, 2005. The administrative expense charge is 0.30% for Contracts issued on or after January 1, 2005 and prior to October 17, 2005; effective October 17, 2005 and thereafter, the administrative expense charge applied to such Contracts is 0.19%.

Each Contract also offers optional riders that may be added to the Contract. For each optional rider you select, you would pay the following additional mortality and expense risk charge associated with each rider.

MAV Death Benefit Option	0.20% (up to 0.30% for Options added in the future)
Enhanced Beneficiary Protection (Annual Increase) Option	0.30%
Earnings Protection Death Benefit Option (issue age 0-70)	0.25% (up to 0.35% for Options added in the future)
Earnings Protection Death Benefit Option (issue age 71-79)	0.40% (up to 0.50% for Options added in the future)

If you select the Options with the highest possible combination of mortality and expense risk charges, your Variable Account expenses would be as follows, assuming current expenses:

Contract with the MAV Death Benefit Option, Enhanced Beneficiary Protection (Annual Increase) Option, Earnings Protection Death Benefit Option (issue age 71-79)	Mortality and Expense Risk Charge*	Administrative Expense Charge*	Total Variable Account Annual Expense
Allstate Variable Annuity	2.00%	0.19%	2.19%

\* As described above, the administrative expense charge and the mortality and expense charge for certain Options may be higher for future Contracts. However, we will not increase the administrative expense charge once we issue your Contract, and we will not increase the charge for an Option once we add the Option to your Contract. The administrative expense charge is 0.19% for Contracts issued before January 1, 2005 and for Contracts issued on or after October 17, 2005. The administrative expense charge is 0.30% for Contracts issued on or after January 1, 2005 and prior to October 17, 2005; effective October 17, 2005 and thereafter, the administrative expense charge applied to such Contracts is 0.19%.



TrueReturn/SM/ Accumulation Benefit Option Fee\*

(annual rate as a percentage of Benefit Base on a Contract Anniversary)

TrueReturn/SM/ Accumulation Benefit Option 0.50%\*  
-----

\* Up to 1.25% for TrueReturn Options added in the future. See "TrueReturn/SM/ Accumulation Benefit Option" for details.

SureIncome Withdrawal Benefit Option Fee\*

(annual rate as a percentage of Benefit Base on a Contract Anniversary)

SureIncome Withdrawal Benefit Option 0.50%\*\*  
-----

\* Effective May 1, 2006, we ceased offering the SureIncome Option except in a limited number of states.

\*\* Up to 1.25% for SureIncome Options added in the future. See "SureIncome Withdrawal Benefit Option" for details.

SureIncome Plus Withdrawal Benefit Option Fee

(annual rate as a percentage of Benefit Base on a Contract Anniversary)

SureIncome Plus Withdrawal Benefit Option 0.65%\*  
-----

\* Up to 1.25% for SureIncome Plus Options added in the future. See "SureIncome Plus Withdrawal Benefit Option" for details.

SureIncome For Life Withdrawal Benefit Option Fee

(annual rate as a percentage of Benefit Base on a Contract Anniversary)

SureIncome For Life Withdrawal Benefit Option 0.65%\*  
-----

\* Up to 1.25% for SureIncome For Life Options added in the future. See "SureIncome For Life Withdrawal Benefit Option" for details.

Retirement Income Guarantee Option Fee\*

(annual rate as a percentage of Income Base on a Contract Anniversary)

RIG 1 0.40%  
-----

RIG 2 0.55%  
-----

\* We discontinued offering the Retirement Income Guarantee Options as of January 1, 2004 (up to May 1, 2004 in certain states). Fees shown apply to Contract Owners who selected an Option prior to January 1, 2004 (up to May 1, 2004 in certain states).

Spousal Protection Benefit (Co-Annuitant) Option Fee

(as a percentage of Contract Value on each Contract Anniversary)

Spousal Protection Benefit (Co-Annuitant) Option 0.10%\*  
-----

\* Applies to Contract Owners who select the option on or after January 1, 2005. Up to 0.15% for options added in the future.

Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts Fee

(as a percentage of Contract Value on each Contract Anniversary)

Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts 0.10%\*  
-----

\* Applies to Contract owners who select the option on or after January 1, 2005. Up to 0.15% for options added in the future.

If you select the Spousal Protection Benefit (Co-Annuitant) Option or Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts on or after January 1, 2005, you will pay a Rider Fee at the annual rate of 0.10% of the Contract Value on each Contract Anniversary. We reserve the right to increase the annual Rider Fee to up to 0.15% of the Contract Value. If you selected either of these Options prior to January 1, 2005, there is no charge associated with your Option. See "Spousal Protection Benefit (Co-Annuitant) Option Fee and Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts Fee" for details.

Income Protection Benefit Option

(as a percentage of the average daily net Variable Account assets supporting the variable income payments to which the Option applies)

Income Protection Benefit Option 0.50%\*

\* The charge for the Income Protection Benefit Option applies during the Payout Phase. We reserve the right to raise the charge to up to 0.75% for Options added in the future. See "Income Payments - Income Protection Benefit Option," below, for details.

Portfolio Annual Expenses - Minimum and Maximum

The next table shows the minimum and maximum total operating expenses charged by the Portfolios that you may pay periodically during the time that you own the Contract. Advisers and/or other service providers of certain Portfolios may have agreed to waive their fees and/or reimburse Portfolio expenses in order to keep the Portfolios' expenses below specified limits. The range of expenses shown in this table does not show the effect of any such fee waiver or expense reimbursement. More detail concerning each Portfolio's fees and expenses appears in the prospectus for each Portfolio.

ANNUAL PORTFOLIO EXPENSES

	Minimum	Maximum
Total Annual Portfolio Operating Expenses/(1)/ (expenses that are deducted from Portfolio assets, which may include management fees, distribution and/or services (12b-1) fees, and other expenses)	0.54%	1.97%

(1)Expenses are shown as a percentage of Portfolio average daily net assets (before any waiver or reimbursement) as of December 31, 2007 (except as otherwise noted).

Example 1

This Example is intended to help you compare the cost of investing in the Contracts with the cost of investing in other variable annuity contracts. These costs include Contract owner transaction expenses, Contract fees, Variable Account annual expenses (with a 0.19% annual administrative charge), and Portfolio fees and expenses.

The example shows the dollar amount of expenses that you would bear directly or indirectly if you:

- .. invested \$10,000 in the Contract for the time periods indicated;
- .. earned a 5% annual return on your investment;
- .. surrendered your Contract, or you began receiving income payments for a specified period of less than 120 months, at the end of each time period;
- .. elected the MAV Death Benefit Option and the Enhanced Beneficiary Protection (Annual Increase) Option;
- .. elected the Earnings Protection Death Benefit Option (assuming issue age 71-79);
- .. elected the Spousal Protection Benefit (Co-Annuitant) Option; and
- .. elected the SureIncome Plus Withdrawal Benefit Option.

The example does not include any taxes or tax penalties you may be required to pay if you surrender your Contract.

The first line of the example assumes that the maximum fees and expenses of any of the Portfolios are charged. The second line of the example assumes that the minimum fees and expenses of any of the Portfolios are charged. Your actual expenses may be higher or lower than those shown below.

	Allstate Variable Annuity				Allstate Variable Annuity - L Share			
	1 Year	3 Years	5 Years	10 Years	1 Year	3 Years	5 Years	10 Years
Costs Based on Maximum Annual Portfolio Expenses	\$1,130	\$2,035	\$2,947	\$5,433	\$1,086	\$1,726	\$2,876	\$5,747
Costs Based on Minimum Annual Portfolio Expenses	\$ 983	\$1,610	\$2,264	\$4,199	\$ 939	\$1,305	\$2,204	\$4,563

Example 2

This Example uses the same assumptions as Example 1 above, except that it assumes you decided not to surrender your Contract, or you began receiving income payments for a specified period of at least 120 months, at the end of each time period.

	Allstate Variable Annuity				Allstate Variable Annuity - L Share			
	1 Year	3 Years	5 Years	10 Years	1 Year	3 Years	5 Years	10 Years
Costs Based on Maximum Annual Portfolio Expenses	\$535	\$1,610	\$2,692	\$5,433	\$576	\$1,726	\$2,876	\$5,747
Costs Based on Minimum Annual Portfolio Expenses	\$388	\$1,185	\$2,009	\$4,199	\$429	\$1,305	\$2,204	\$4,563

Please remember that you are looking at examples and not a representation of past or future expenses. Your rate of return may be higher or lower than 5%, which is not guaranteed. The examples do not assume that any Portfolio expense waivers or reimbursement arrangements are in effect for the periods presented. The examples reflect the Free Withdrawal Amounts, if applicable, and the deduction of the annual contract maintenance charge of \$30 each year. The above examples assume you have selected the MAV Death Benefit Option and the Enhanced Beneficiary Protection (Annual Increase) Option, the Earnings Protection Death Benefit Option (assuming the oldest Contract Owner or Annuitant is age 71 or older, and all are age 79 or younger on the Rider Application Date), the Spousal Protection Benefit (Co-Annuitant) Option and the SureIncome Plus Withdrawal Benefit Option. If any or all of these features were not elected, the expense figures shown above would be slightly lower.

## Financial Information

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To measure the value of your investment in the Variable Sub-Accounts during the Accumulation Phase, we use a unit of measure we call the "Accumulation Unit." Each Variable Sub-Account has a separate value for its Accumulation Units we call "Accumulation Unit Value." Accumulation Unit Value is analogous to, but not the same as, the share price of a mutual fund.

Accumulation Unit Values for the lowest and highest available combinations of Contract charges that affect Accumulation Unit Values for each Contract are shown in Appendix K to this prospectus. The Statement of Additional Information contains the Accumulation Unit Values for all other available combinations of Contract charges that affect Accumulation Unit Values for each Contract. The consolidated financial statements of Allstate Life and the financial statements of the Variable Account, which are comprised of the underlying financial statements of the Sub-Accounts, appear in the Statement of Additional Information.

No Accumulation Unit Values are shown for Contracts with administrative expense charges of 0.30% which applies to Contracts purchased on or after January 1, 2005, and prior to October 17, 2005; effective October 17, 2005, and thereafter, the administrative expense charge applied to such Contracts is 0.19%.

## The Contracts

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### CONTRACT OWNER

Each Contract is an agreement between you, the Contract Owner, and Allstate Life, a life insurance company. As the Contract Owner, you may exercise all of the rights and privileges provided to you by the Contract. That means it is up to you to select or change (to the extent permitted):

- .. the investment alternatives during the Accumulation and Payout Phases,
- .. the amount and timing of your purchase payments and withdrawals,
- .. the programs you want to use to invest or withdraw money,
- .. the income payment plan(s) you want to use to receive retirement income,
- .. the Annuitant (either yourself or someone else) on whose life the income payments will be based,
- .. the Beneficiary or Beneficiaries who will receive the benefits that the Contract provides when the last surviving Contract Owner or the Annuitant dies, and
- .. any other rights that the Contract provides, including restricting income payments to Beneficiaries.

If you die, any surviving joint Contract Owner or, if none, the Beneficiary may exercise the rights and privileges provided to them by the Contract. If the sole surviving Contract Owner dies after the Payout Start Date, the Primary Beneficiary will receive any guaranteed income payments scheduled to continue.

If the Annuitant dies prior to the Payout Start Date and the Contract Owner is a grantor trust not established by a business, the new Contract Owner will be the Beneficiary(ies).

The Contract cannot be jointly owned by both a non-living person and a living person unless the Contract Owner(s) assumed ownership of the Contract as a Beneficiary(ies). The maximum age of any Contract Owner on the date we receive the completed application for each Contract is 90.

If you select the Enhanced Beneficiary Protection (MAV) Option, the Enhanced Beneficiary Protection (Annual Increase) Option, or the Earnings Protection Death Benefit Option, the maximum age of any Contract Owner on the Rider Application Date is currently age 79. If you select the Spousal Protection Benefit (Co-Annuitant) Option or the Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts (CSP), the maximum age of any Contract Owner or beneficial owner for CSP on the Rider Application Date is currently age 90. If you select the SureIncome Plus Withdrawal Benefit Option, the maximum age of any Contract Owner on the Rider Application Date is age 80. If you select the SureIncome For Life Withdrawal Benefit Option, the minimum and maximum ages of the oldest Contract Owner (oldest annuitant if Contract Owner is a non-living person) on the Rider Application Date are ages 50 and 79, respectively.

The Contract can also be purchased as an IRA or TSA (also known as a 403(b)). The endorsements required to qualify these annuities under the Internal Revenue Code of 1986, as amended, ("Code") may limit or modify your rights and privileges under the Contract. We use the term "Qualified Contract" to refer to a Contract issued as an IRA, 403(b), or with a Qualified Plan.

Except for certain retirement plans, you may change the Contract Owner at any time by written notice in a form satisfactory to us. Until we receive your written notice to change the Contract Owner, we are entitled to rely on

the most recent information in our files. We will provide a change of ownership form to be signed by you and filed with us. Once we accept the change, the change will take effect as of the date you signed the request. We will not be liable for any payment or settlement made prior to accepting the change. Accordingly, if you wish to change the Contract Owner, you should deliver your written notice to us promptly. Each change is subject to any payment we make or other action we take before we accept it. Changing ownership of this Contract may cause adverse tax consequences and may not be allowed under Qualified Contract. Please consult with a competent tax advisor prior to making a request for a change of Contract Owner.

#### ANNUITANT

The Annuitant is the individual whose age determines the latest Payout Start Date and whose life determines the amount and duration of income payments (other than under Income Plan 3). You may not change the Annuitant at any time. You may designate a joint Annuitant, who is a second person on whose life income payments depend, at the time you select an Income Plan. Additional restrictions may apply in the case of Qualified Plans. The maximum age of the Annuitant on the date we receive the completed application for each Contract is age 90.

If you select the Enhanced Beneficiary Protection (MAV) Death Benefit Option, Enhanced Beneficiary Protection (Annual Increase) Option or the Earnings Protection Death Benefit Option, the maximum age of any Annuitant on the Rider Application Date is age 79.

If you select the Spousal Protection Benefit (Co-Annuitant) Option, the maximum age of any Annuitant on the Rider Application Date is age 90.

If you select the Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts, the maximum age of any Annuitant on the Rider Application Date is age 90.

If you select the Income Protection Benefit Option, the oldest Annuitant and joint Annuitant (if applicable) must be age 75 or younger on the Payout Start Date.

If you select the SureIncome Plus Withdrawal Benefit Option, the maximum age of any Annuitant on the Rider Application Date is age 80. If you select the SureIncome For Life Withdrawal Benefit Option, the minimum and maximum ages of the oldest annuitant, if the Contract Owner is a non-living person, on the Rider Application Date are ages 50 and 79, respectively.

If you select an Income Plan that depends on the Annuitant or a joint Annuitant's life, we may require proof of age and sex before income payments begin and proof that the Annuitant or joint Annuitant is still alive before we make each payment.

#### CO-ANNUITANT

##### Spousal Protection Benefit (Co-Annuitant) Option

Contract Owners of IRA Contracts that meet the following conditions and that elect the Spousal Protection Benefit Option may name their spouse as a Co-Annuitant:

- .. the individually owned Contract must be either a traditional, Roth, or Simplified Employee Pension IRA;
- .. the Contract Owner must be age 90 or younger on the Rider Application Date;
- .. the Co-Annuitant must be age 79 or younger on the Rider Application Date; and
- .. the Co-Annuitant must be the sole Primary Beneficiary under the Contract.

Under the Spousal Protection Benefit (Co-Annuitant) Option, the Co-Annuitant will be considered to be an Annuitant during the Accumulation Phase, except the Co-Annuitant will not be considered to be an Annuitant for purposes of determining the Payout Start Date or upon the death of the Co-Annuitant. You may change the Co-Annuitant to a new spouse only if you provide proof of remarriage in a form satisfactory to us. At any time, there may only be one Co-Annuitant under your Contract. See "Spousal Protection Benefit Option and Death of Co-Annuitant" for more information.

##### Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts.

Contracts that meet the following conditions and that elect the Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts may name the spouse of the Annuitant as a Co-Annuitant:

- .. the beneficially owned Contract must be a Custodial traditional IRA, Custodial Roth IRA, or a Custodial Simplified Employee Pension IRA;
- .. the Annuitant must be the beneficial owner of the Custodial traditional IRA, Custodial Roth IRA, or Custodial Simplified Employee Pension IRA;
- .. the Co-Annuitant must be the legal spouse of the Annuitant and only one Co-Annuitant may be named;
- .. the Co-Annuitant must be the sole beneficiary of the Custodial traditional IRA, Custodial Roth IRA, or the Custodial Simplified Employee Pension IRA;

.. the Annuitant must be age 90 or younger on the Rider Application Date; and

.. the Co-Annuitant must be age 79 or younger on the Rider Application Date.

Under the Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts, the Co-Annuitant will be considered to be an Annuitant during the Accumulation Phase, except the Co-Annuitant will not be considered to be an Annuitant for purposes of determining the Payout Start Date or upon the death of the Co-Annuitant. The Co-Annuitant is not considered the beneficial owner of the Custodial Traditional IRA, Custodial Roth IRA, or the Custodial Simplified Employee Pension IRA. See "Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts and Death of Co-Annuitant" for more information.

#### BENEFICIARY

You may name one or more Primary and Contingent Beneficiaries when you apply for a Contract. The Primary Beneficiary is the person who may, in accordance with the terms of the Contract, elect to receive the death settlement ("Death Proceeds") or become the new Contract Owner pursuant to the Contract if the sole surviving Contract Owner dies before the Payout Start Date. A Contingent Beneficiary is the person selected by the Contract Owner who will exercise the rights of the Primary Beneficiary if all named Primary Beneficiaries die before the death of the sole surviving Contract Owner.

You may change or add Beneficiaries at any time, unless you have designated an irrevocable Beneficiary. We will provide a change of Beneficiary form to be signed by you and filed with us. After we accept the form, the change of Beneficiary will be effective as of the date you signed the form. Until we accept your written notice to change a Beneficiary, we are entitled to rely on the most recent Beneficiary information in our files. We will not be liable for any payment or settlement made prior to accepting the change. Accordingly, if you wish to change your Beneficiary, you should deliver your written notice to us promptly. Each Beneficiary change is subject to any payment made by us or any other action we take before we accept the change.

You may restrict income payments to Beneficiaries by providing us with a written request. Once we accept the written request, the restriction will take effect as of the date you signed the request. Any restriction is subject to any payment made by us or any other action we take before we accept the request.

If you did not name a Beneficiary or, unless otherwise provided in the Beneficiary designation, if a named Beneficiary is no longer living and there are no other surviving Primary or Contingent Beneficiaries when the sole surviving Contract Owner dies, the new Beneficiary will be:

- .. your spouse or, if he or she is no longer alive,
- .. your surviving children equally, or if you have no surviving children,
- .. your estate.

If more than one Beneficiary survives you (or the Annuitant, if the Contract Owner is a grantor trust), we will divide the Death Proceeds among the surviving Beneficiaries according to your most recent written instructions. If you have not given us written instructions in a form satisfactory to us, we will pay the Death Proceeds in equal amounts to the surviving Beneficiaries. If there is more than one Beneficiary in a class (e.g., more than one Primary Beneficiary) and one of the Beneficiaries predeceases the Contract Owner (the Annuitant if the Contract Owner is a grantor trust), the remaining Beneficiaries in that class will divide the deceased Beneficiary's share in proportion to the original share of the remaining Beneficiaries.

For purposes of this Contract, in determining whether a living person, including a Contract Owner, Primary Beneficiary, Contingent Beneficiary, or Annuitant ("Living Person A") has survived another living person, including a Contract Owner, Primary Beneficiary, Contingent Beneficiary, or Annuitant ("Living Person B"), Living Person A must survive Living Person B by at least 24 hours. Otherwise, Living Person A will be conclusively deemed to have predeceased Living Person B.

Where there are multiple Beneficiaries, we will only value the Death Proceeds at the time the first Beneficiary submits the necessary documentation in good order. Any Death Proceeds amounts attributable to any Beneficiary which remain in the Variable Sub-Accounts are subject to investment risk. If there is more than one Beneficiary taking shares of the Death Proceeds, each Beneficiary will be treated as a separate and independent owner of his or her respective share of the Death Proceeds. Each Beneficiary will exercise all rights related to his or her share of the Death Proceeds, including the sole right to select a death settlement option, subject to any restrictions previously placed upon the Beneficiary. Each Beneficiary may designate a Beneficiary(ies) for his or her respective share, but that designated Beneficiary(ies) will be restricted to the death settlement option chosen by the original Beneficiary.

If there is more than one Beneficiary and one of the Beneficiaries is a corporation, trust or other non-living person, all Beneficiaries will be considered to be non-living persons.

#### MODIFICATION OF THE CONTRACT

Only an Allstate Life officer may approve a change in or waive any provision of the Contract. Any change or waiver must be in writing. None of our agents has the authority to change or waive the provisions of the Contract. We may not change the terms of the Contract without your consent, except to conform the Contract to applicable law or changes in the law. If a provision of the Contract is inconsistent with state law, we will follow state law.



## ASSIGNMENT

You may not assign an interest in this Contract as collateral or security for a loan. However, you may assign periodic income payments under this Contract prior to the Payout Start Date. No Beneficiary may assign benefits under the Contract until they are due. We will not be bound by any assignment until the assignor signs it and files it with us. We are not responsible for the validity of any assignment. Federal law prohibits or restricts the assignment of benefits under many types of retirement plans and the terms of such plans may themselves contain restrictions on assignments. An assignment may also result in taxes or tax penalties. You should consult with an attorney before trying to assign periodic income payments under your Contract.

## Purchases

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### MINIMUM PURCHASE PAYMENTS

You may make purchase payments at any time prior to the Payout Start Date. All subsequent purchase payments under a Contract must be \$1,000 or more (\$50 for automatic payments). Additional payments may be limited in some states. Please consult with your Morgan Stanley Financial Advisor for details. The total amount of purchase payments we will accept for each Contract without our prior approval is \$1,000,000. We reserve the right to accept lesser subsequent purchase payment amounts. We reserve the right to limit the availability of the investment alternatives for additional investments.

### AUTOMATIC ADDITIONS PROGRAM

You may make subsequent purchase payments of \$50 or more per month by automatically transferring money from your bank account. Please consult with your Morgan Stanley Financial Advisor for detailed information. The Automatic Additions Program is not available for making purchase payments into the Dollar Cost Averaging Fixed Account Option.

### ALLOCATION OF PURCHASE PAYMENTS

At the time you apply for a Contract, you must decide how to allocate your purchase payment among the investment alternatives. The allocation you specify on your application will be effective immediately. All allocations must be in whole percents that total 100% or in whole dollars. You can change your allocations by calling us at 1-800-457-7617.

We will allocate your purchase payments to the investment alternatives according to your most recent instructions on file with us. Unless you notify us otherwise, we will allocate subsequent purchase payments according to the allocation for the previous purchase payment. We will effect any change in allocation instructions at the time we receive written notice of the change in good order.

We will credit subsequent purchase payments to the Contract at the close of the business day on which we receive the purchase payment at our home office.

We use the term "business day" to refer to each day Monday through Friday that the New York Stock Exchange is open for business. We also refer to these days as "Valuation Dates." Our business day closes when the New York Stock Exchange closes for regular trading, usually 4:00 p.m. Eastern Time (3:00 p.m. Central Time). If we receive your purchase payment after 3:00 p.m. Central Time on any Valuation Date, we will credit your purchase payment using the Accumulation Unit Values computed on the next Valuation Date.

### TRIAL EXAMINATION PERIOD

You may cancel your Contract by providing us with written notice within the Trial Examination Period, which is the 20 day period after you receive the Contract, or such longer period that your state may require. If you exercise this "Right to Cancel," the Contract terminates and we will pay you the full amount of your purchase payments allocated to the Fixed Account. We also will return your purchase payments allocated to the Variable Account adjusted, to the extent federal or state law permits, to reflect investment gain or loss, including the deduction of mortality and expense risk charges and administrative expense charges, that occurred from the date of allocation through the date of cancellation. If your Contract is qualified under Code Section 408(b), we will refund the greater of any purchase payments or the Contract Value.

We reserve the right to allocate your purchase payments to the Morgan Stanley VIS Money Market - Class Y Sub-Account during the Trial Examination Period.

For Contracts purchased in California by persons age 60 and older, you may elect to defer until the end of the Trial Examination Period allocation of your purchase payment to the Variable Sub-Accounts. Unless you instruct otherwise, upon making this election, your purchase payment will be allocated to the Morgan Stanley VIS Money Market - Class Y Sub-Account. On the next Valuation Date, 40 days after the Issue Date, your Contract Value will then be reallocated in accordance with your most recent investment allocation instructions.

State laws vary and may require a different period, other variations or adjustments. Please refer to your Contract for state specific information.

## Contract Value

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On the Issue Date, the Contract Value is equal to your initial purchase payment.

Thereafter, your Contract Value at any time during the Accumulation Phase is equal to the sum of the value of your Accumulation Units in the Variable Sub-Accounts you have selected, plus your value in the Fixed Account Option(s) offered by your Contract.

### ACCUMULATION UNITS

To determine the number of Accumulation Units of each Variable Sub-Account to allocate to your Contract, we divide (i) the amount of the purchase payment or transfer you have allocated to a Variable Sub-Account by (ii) the Accumulation Unit Value of that Variable Sub-Account next computed after we receive your payment or transfer. For example, if we receive a \$10,000 purchase payment allocated to a Variable Sub-Account when the Accumulation Unit Value for the Sub-Account is \$10, we would credit 1,000 Accumulation Units of that Variable Sub-Account to your Contract. Withdrawals and transfers from a Variable Sub-Account would, of course, reduce the number of Accumulation Units of that Sub-Account allocated to your Contract.

### ACCUMULATION UNIT VALUE

As a general matter, the Accumulation Unit Value for each Variable Sub-Account for each Contract will rise or fall to reflect:

- .. changes in the share price of the Portfolio in which the Variable Sub-Account invests, and
- .. the deduction of amounts reflecting the mortality and expense risk charge, administrative expense charge, and any provision for taxes that have accrued since we last calculated the Accumulation Unit Value.

We determine any applicable withdrawal charges, Rider Fees (if applicable), transfer fees, and contract maintenance charges separately for each Contract. They do not affect the Accumulation Unit Value. Instead, we obtain payment of those charges and fees by redeeming Accumulation Units. For details on how we compute Accumulation Unit Values, please refer to the Statement of Additional Information.

We determine a separate Accumulation Unit Value for each Variable Sub-Account for each Contract on each Valuation Date. We also determine a separate set of Accumulation Unit Values that reflect the cost of each optional benefit, or available combination thereof, offered under the Contract.

You should refer to the prospectuses for the Funds for a description of how the assets of each Portfolio are valued, since that determination directly bears on the Accumulation Unit Value of the corresponding Variable Sub-Account and, therefore, your Contract Value.

### TRUERETURN/SM/ ACCUMULATION BENEFIT OPTION

We offer the TrueReturn/SM/ Accumulation Benefit Option, which is available for an additional fee. The TrueReturn Option guarantees a minimum Contract Value on the "Rider Maturity Date." The Rider Maturity Date is determined by the length of the Rider Period which you select. The Option provides no minimum Contract Value if the Option terminates before the Rider Maturity Date. See "Termination of the TrueReturn Option" below for details on termination.

The TrueReturn Option is available at issue of the Contract, or may be added later, subject to availability and issue requirements. You may not add the TrueReturn Option to your Contract after Contract issue without our prior approval if your Contract Value is greater than \$1,000,000 at the time you choose to add the TrueReturn Option. Currently, you may have only one TrueReturn Option in effect on your Contract at one time. You may only have one of the following in effect on your Contract at the same time: a TrueReturn Option, a Retirement Income Guarantee Option or a Withdrawal Benefit Option. The TrueReturn Option has no maximum issue age, however the Rider Maturity Date must occur before the latest Payout Start Date, which is the later of the Annuitant's 99th birthday or the 10th Contract Anniversary. Once added to your Contract, the TrueReturn Option may be cancelled at any time on or after the 5th Rider Anniversary by notifying us in writing in a form satisfactory to us.

The "Rider Anniversary" is the anniversary of the Rider Date. We reserve the right to extend the date on which the TrueReturn Option may be cancelled to up to the 10th Rider Anniversary at any time in our sole discretion. Any change we make will not apply to a TrueReturn Option that was added to your Contract prior to the implementation date of the change.

When you add the TrueReturn Option to your Contract, you must select a Rider Period and a Guarantee Option. The Rider Period and Guarantee Option you select determine the AB Factor, which is used to determine the Accumulation Benefit, described below. The "Rider Period" begins on the Rider Date and ends on the Rider Maturity Date. The "Rider Date" is the date the TrueReturn Option was made a part of your Contract. We currently offer Rider Periods ranging from 8 to 20 years depending on the Guarantee Option you select. You may select any Rider Period from among those we currently offer, provided the Rider Maturity Date occurs prior to the latest Payout Start Date. We reserve the right to offer additional Rider Periods in the future, and to discontinue offering any of the Rider Periods at any time. Each Model Portfolio Option available under a Guarantee Option has specific investment requirements

that are described in the "Investment Requirements" section below and may depend upon the Rider Date of your TrueReturn Option. We reserve the right to offer additional Guarantee Options in the future, and to discontinue offering any of the Guarantee Options at any time. After the Rider Date, the Rider Period and Guarantee Option may not be changed.

The TrueReturn Option may not be available in all states. We may discontinue offering the TrueReturn Option at any time to new Contract Owners and to existing Contract Owners who did not elect the Option prior to the date of discontinuance.

**Accumulation Benefit.**

On the Rider Maturity Date, if the Accumulation Benefit is greater than the Contract Value, then the Contract Value will be increased to equal the Accumulation Benefit. The excess amount of any such increase will be allocated to the Morgan Stanley VIS Money Market--Class Y Sub-Account. You may transfer the excess amount out of the Morgan Stanley VIS Money Market--Class Y Sub-Account and into another investment alternative at any time thereafter. However, each transfer you make will count against the 12 transfers you can make each Contract Year without paying a transfer fee. Prior to the Rider Maturity Date, the Accumulation Benefit will not be available as a Contract Value, Settlement Value, or Death Proceeds. Additionally, we will not pay an Accumulation Benefit if the TrueReturn Option is terminated for any reason prior to the Rider Maturity Date. After the Rider Maturity Date, the TrueReturn Option provides no additional benefit.

The "Accumulation Benefit" is equal to the Benefit Base multiplied by the AB Factor. The "AB Factor" is determined by the Rider Period and Guarantee Option you selected as of the Rider Date. The following table shows the AB Factors available for the Rider Periods and Guarantee Options we currently offer.

AB Factors		
Rider Period (number of years)	Guarantee Option 1	Guarantee Option 2
8	100.0%	NA
9	112.5%	NA
10	125.0%	100.0%
11	137.5%	110.0%
12	150.0%	120.0%
13	162.5%	130.0%
14	175.0%	140.0%
15	187.5%	150.0%
16	200.0%	160.0%
17	212.5%	170.0%
18	225.0%	180.0%
19	237.5%	190.0%
20	250.0%	200.0%

The following examples illustrate the Accumulation Benefit calculations under Guarantee Options 1 and 2 on the Rider Maturity Date. For the purpose of illustrating the Accumulation Benefit calculation, the examples assume the Benefit Base is the same on the Rider Date and the Rider Maturity Date.

**Example 1: Guarantee Option 1**

Guarantee Option:	1
Rider Period:	15
AB Factor:	187.5%
Rider Date:	1/2/04
Rider Maturity Date:	1/2/19
Benefit Base on Rider Date:	\$50,000
Benefit Base on rider Maturity Date:	\$50,000

On the Rider Maturity Date (1/2/19):  
 Accumulation Benefit =Benefit Base on Rider Maturity  
 Date X AB Factor  
 =\$50,000 X 187.5%  
 =\$93,750

Example 2: Guarantee Option 2

Guarantee Option:	2
Rider Period:	15
AB Factor:	150.0%
Rider Date:	1/2/04
Rider Maturity Date:	1/2/19
Benefit Base on Rider Date:	\$50,000
Benefit Base on rider Maturity Date:	\$50,000

On the Rider Maturity Date (1/2/19):

Accumulation Benefit =Benefit Base on Rider Maturity  
Date X AB Factor  
=\$50,000 X 150.0%  
=\$75,000

Guarantee Option 1 offers a higher AB Factor and more rider periods than Guarantee Option 2. Guarantee Option 1 and Guarantee Option 2 have different investment restrictions. See "Investment Requirements" below for more information.

Benefit Base.

The Benefit Base is used solely for purposes of determining the Rider Fee and the Accumulation Benefit. The Benefit Base is not available as a Contract Value, Settlement Value, or Death Proceeds. On the Rider Date, the "Benefit Base" is equal to the Contract Value. After the Rider Date, the Benefit Base will be recalculated for purchase payments and withdrawals as follows:

.. The Benefit Base will be increased by purchase payments made prior to or on the first Contract Anniversary following the Rider Date. Subject to the terms and conditions of your Contract, you may add purchase payments after this date, but they will not be included in the calculation of the Benefit Base. Therefore, if you plan to make purchase payments after the first Contract Anniversary following the Rider Date, you should consider carefully whether this Option is appropriate for your needs.

.. The Benefit Base will be decreased by a Withdrawal Adjustment for each withdrawal you make. The Withdrawal Adjustment is equal to (a) divided by (b), with the result multiplied by (c), where:

(a) = the withdrawal amount;

(b) = the Contract Value immediately prior to the withdrawal; and

(c) = the Benefit Base immediately prior to the withdrawal.

Withdrawals taken prior to annuitization (referred to in this prospectus as the Payout Phase) are generally considered to come from the earnings in the Contract first. If the Contract is tax-qualified, generally all withdrawals are treated as distributions of earnings. Withdrawals of earnings are taxed as ordinary income and, if taken prior to age 59 1/2, may be subject to an additional 10% federal tax penalty. A withdrawal charge also may apply. See Appendix G for numerical examples that illustrate how the Withdrawal Adjustment is applied.

The Benefit Base will never be less than zero.

#### Investment Requirements.

If you add the TrueReturn Option to your Contract, you must adhere to certain requirements related to the investment alternatives in which you may invest during the Rider Period. The specific requirements will depend on the model portfolio option ("Model Portfolio Option") you have selected and the effective date of your TrueReturn Option. These requirements are described below in more detail. These requirements may include, but are not limited to, maximum investment limits on certain Variable Sub-Accounts or on certain Fixed Account Options, exclusion of certain Variable Sub-Accounts or of certain Fixed Account Options, required minimum allocations to certain Variable Sub-Accounts, and restrictions on transfers to or from certain investment alternatives. We may also require that you use the Automatic Portfolio Rebalancing Program. We may change the specific requirements that are applicable to a Guarantee Option or a Model Portfolio Option available under a Guarantee Option at any time in our sole discretion. Any changes we make will not apply to a TrueReturn Option that was made a part of your Contract prior to the implementation date of the change, except for changes made due to a change in investment alternatives available under the Contract. Any changes we make will apply to a new TrueReturn Option elected subsequent to the change pursuant to the Rider Trade-In Option.

When you add the TrueReturn Option to your Contract, you must allocate your entire Contract Value as follows:

- (1) to a Model Portfolio Option available with the Guarantee Option you selected, as defined below; or
- (2) to the DCA Fixed Account Option and then transfer all purchase payments and interest according to a Model Portfolio Option available with the Guarantee Option you selected; or
- (3) to a combination of (1) and (2) above.

For (2) and (3) above, the requirements for the DCA Fixed Account Option must be met. See the "Dollar Cost Averaging Fixed Account Option" section of this prospectus for more information.

On the Rider Date, you must select only one of the Model Portfolio Options in which to allocate your Contract Value. After the Rider Date, you may transfer your entire Contract Value to any of the other Model Portfolio Options available with your Guarantee Option. We currently offer several Model Portfolio Options with each of the available Guarantee Options. The Model Portfolio Options that are available under Guarantee Options may differ depending upon the effective date of your TrueReturn Option. Please refer to the Model Portfolio Option 1, Model Portfolio Option 2 and TrueBalance/SM/Model Portfolio Options sections below for more details. We may add other Model Portfolio Options in the future. We also may remove Model Portfolio Options in the future anytime prior to the date you select such Model Portfolio Option. In addition, if the investment alternatives available under the Contract change, we may revise the Model Portfolio Options. The following table summarizes the Model Portfolio Options currently available for use with each Guarantee Option under the TrueReturn Option:

Guarantee Option 1	Guarantee Option 2
*Model Portfolio Option 1	*Model Portfolio Option 2
*TrueBalance Conservative Model Portfolio Option	*TrueBalance Conservative Model Portfolio Option
*TrueBalance Moderately Conservative Model Portfolio Option	*TrueBalance Moderately Conservative Model Portfolio Option
	*TrueBalance Moderate Model Portfolio Option
	*TrueBalance Moderately Aggressive Model Portfolio Option
	*TrueBalance Aggressive Model Portfolio Option

You may not allocate any of your Contract Value to the Standard Fixed Account

Option or to the MVA Fixed Account Option. You must transfer any portion of your Contract Value that is allocated to the Standard Fixed Account Option or to the MVA Fixed Account Option to the Variable Sub-Accounts prior to adding the TrueReturn Option to your Contract. Transfers from the MVA Fixed Account Option may be subject to a Market Value Adjustment. You may allocate any portion of your purchase payments to the DCA Fixed Account Option on the Rider Date, provided the DCA Fixed Account Option is available with your Contract and in your state. See the "Dollar Cost Averaging Fixed Account Option" section of this prospectus for more information. We use the term "Transfer Period

Account" to refer to each purchase payment allocation made to the DCA Fixed Account Option for a specified term length. At the expiration of a Transfer Period Account any remaining amounts in the Transfer Period Account will be transferred to the Variable Sub-Accounts according to the percentage allocations for the Model Portfolio Option you selected.

Any subsequent purchase payments made to your Contract will be allocated to the Variable Sub-Accounts according to your specific instructions or your allocation for the previous purchase payment (for Model Portfolio Option 1) or the percentage allocation for your current Model Portfolio Option (for TrueBalance Model Portfolio Options) unless you request that the purchase payment be allocated to the DCA Fixed Account Option. Purchase payments allocated to the DCA Fixed Account Option must be \$100 or more. Any withdrawals you request will reduce your Contract Value invested in each of the investment alternatives on a pro rata basis in the proportion that your Contract Value in each bears to your total Contract Value in all Variable Sub-Accounts, unless you request otherwise.

#### Model Portfolio Option 1.

If you choose Model Portfolio Option 1 or transfer your entire Contract Value into Model Portfolio Option 1 under Guarantee Option 1, you must allocate a certain percentage of your Contract Value into each of three asset categories. Please note that certain investment alternatives are not available under Model Portfolio Option 1. You may choose the Variable Sub-Accounts in which you want to invest, provided you maintain the percentage allocation requirements for each category. You may also make transfers among the Variable Sub-Accounts within each category at any time, provided you maintain the percentage allocation requirements for each category. However, each transfer you make will count against the 12 transfers you can make each Contract Year without paying a transfer fee.

Effective October 1, 2004, certain Variable Sub-Accounts under Model Portfolio 1 were reclassified into different asset categories. These changes apply to TrueReturn Options effective prior to and on or after October 1, 2004.

The following table describes the percentage allocation requirements for Model Portfolio Option 1 and Variable Sub-Accounts available under each category (1,3,4,5):

#### Model Portfolio Option 1

-----  
20% Category A  
50% Category B  
30% Category C  
0% Category D  
-----

#### Category A

Morgan Stanley VIS Money Market - Class Y Sub-Account  
Fidelity VIP Money Market - Service Class 2 Sub-Account  
-----

#### Category B

Morgan Stanley VIS High Yield - Class Y Sub-Account/(1)/  
Morgan Stanley VIS Income Plus - Class Y Sub-Account  
Morgan Stanley VIS Limited Duration - Class Y Sub-Account/(4)/  
Fidelity VIP High Income - Service Class 2 Sub-Account  
FTVIP Franklin High Income Securities - Class 2 Sub-Account/(1)/  
PIMCO VIT CommodityRealReturn(TM) Strategy - Advisor Shares Sub-Account  
PIMCO VIT Emerging Markets Bond - Advisor Shares Sub-Account  
PIMCO VIT Real Return - Advisor Shares Sub-Account  
PIMCO VIT Total Return - Advisor Shares Sub-Account  
UIF Emerging Markets Debt, Class II Sub-Account/(1)(2)/  
UIF U.S. Real Estate, Class II Sub-Account/(2)/  
-----

#### Category C

Morgan Stanley VIS Capital Opportunities - Class Y Sub-Account  
Morgan Stanley VIS Dividend Growth - Class Y Sub-Account  
Morgan Stanley VIS Global Dividend Growth - Class Y Sub-Account  
Morgan Stanley VIS Income Builder - Class Y Sub-Account/(1)/  
Morgan Stanley VIS Strategist - Class Y Sub-Account  
Morgan Stanley VIS S&P 500 Index - Class Y Sub-Account  
Morgan Stanley VIS Global Infrastructure - Class Y Sub-Account/(1)/  
AllianceBernstein VPS Growth - Class B Sub-Account  
AllianceBernstein VPS Growth and Income - Class B Sub-Account/(1)/  
AllianceBernstein VPS International Value - Class B Sub-Account  
AllianceBernstein VPS Small/Mid Cap Value - Class B Sub-Account  
AllianceBernstein VPS Utility Income - Class B Sub-Account  
AllianceBernstein VPS Value - Class B Sub-Account  
AIM V.I. Basic Value - Series II Sub-Account/(1)/  
AIM V.I. Core Equity - Series II Sub-Account/(5)/  
AIM V.I. Mid Cap Core Equity - Series II Sub-Account/(1)/  
Fidelity VIP Contrafund(R) - Service Class 2 Sub-Account  
Fidelity VIP Growth & Income - Service Class 2 Sub-Account  
Fidelity VIP Mid Cap - Service Class 2 Sub-Account  
FTVIP Franklin Flex Cap Growth Securities - Class 2 Sub-Account  
FTVIP Franklin Income Securities - Class 2 Sub-Account  
FTVIP Mutual Global Discovery Securities - Class 2 Sub-Account  
FTVIP Mutual Shares Securities - Class 2 Sub-Account  
FTVIP Templeton Foreign Securities - Class 2 Sub-Account  
Goldman Sachs VIT Structured Small Cap Equity Sub-Account  
Goldman Sachs VIT Structured U.S. Equity Sub-Account  
Goldman Sachs VIT Growth and Income Sub-Account  
Goldman Sachs VIT Mid Cap Value Sub-Account/(4)/  
Putnam VT Equity Income - Class IB Sub-Account/(6)/

Putnam VT Growth and Income - Class IB Sub-Account/(1)/  
 Putnam VT International Equity - Class IB Sub-Account  
 Putnam VT Investors - Class IB Sub-Account/(3)/  
 Putnam VT The George Putnam Fund of Boston - Class IB Sub-Account  
 Putnam VT Voyager - Class IB Sub-Account  
 UIF Emerging Markets Equity, Class II Sub-Account/(2)/  
 UIF Equity and Income, Class II Sub-Account/(2)/  
 UIF Global Franchise, Class II Sub-Account/(2)/  
 UIF Mid Cap Growth, Class II Sub-Account/(2)/  
 UIF U.S. Mid Cap Value, Class II Sub-Account/(2)/  
 UIF International Growth Equity, Class II Sub-Account/(2)/  
 Van Kampen LIT Capital Growth, Class II Sub-Account  
 Van Kampen LIT Comstock, Class II Sub-Account  
 Van Kampen LIT Growth and Income, Class II Sub-Account  
 -----  
 Category D (Variable Sub-Accounts not available under Model Portfolio Option 1)  
 Morgan Stanley VIS Aggressive Equity - Class Y Sub-Account  
 Morgan Stanley VIS European Equity - Class Y Sub-Account/(4)/  
 AIM V.I. Capital Appreciation - Series II Sub-Account/(1)/  
 AllianceBernstein VPS Large Cap Growth - Class B Sub-Account/(1)/  
 UIF Capital Growth, Class II Sub-Account/(2)/  
 UIF Small Company Growth, Class II Sub-Account/(2)/  
 Van Kampen LIT Mid Cap Growth, Class II Sub-Account  
 -----



Each calendar quarter, we will use the Automatic Portfolio Rebalancing Program to automatically rebalance your Contract Value in each Variable Sub-Account and return it to the percentage allocation requirements for Model Portfolio Option 1. We will use the percentage allocations as of your most recent instructions.

- 1) Effective May 1, 2005, the following Variable Sub-Accounts closed to new investments: the AIM V.I. Basic Value - Series II Sub-Account, the AIM V.I. Capital Appreciation - Series II Sub-Account, the AIM V.I. Mid Cap Core Equity - Series II Sub-Account, the AllianceBernstein VPS Growth and Income - Class B Sub-Account, the AllianceBernstein VPS Large Cap Growth - Class B Sub-Account, the FTVIP Franklin High Income Securities - Class 2 Sub-Account, the Morgan Stanley VIS High Yield - Class Y Sub-Account, the Morgan Stanley VIS Income Builder - Class Y Sub-Account, the Morgan Stanley VIS Global Infrastructure - Class Y Sub-Account, the Putnam VT Growth and Income - Class IB Sub-Account and the Van Kampen UIF Emerging Markets Debt, Class II Sub-Account.\*
- 2) Morgan Stanley Investment Management Inc., the adviser to the UIF Portfolios, does business in certain instances using the name Van Kampen.
- 3) Effective May 1, 2004, the Putnam VT Investors - Class IB Sub-Account closed to new investments.\*
- 4) Effective May 1, 2006, the following Variable Sub-Accounts closed to new investments: the Goldman Sachs VIT Mid Cap Value Sub-Account, the Morgan Stanley VIS European Equity - Class Y Sub-Account and the Morgan Stanley VIS Limited Duration - Class Y Sub-Account.\*
- 5) Effective May 1, 2006, the AIM V.I. Core Equity - Series II Sub-Account is no longer available for new investments. If you are currently invested in the AIM V.I. Core Equity - Series II Sub-Account you may continue your investment. If, prior to May 1, 2005, you enrolled in one of our automatic transaction programs, through the AIM V.I. Premier Equity - Series II Sub-Account (the predecessor of the AIM V.I. Core Equity - Series II Sub-Account), such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into the AIM V.I. Core Equity - Series II Sub-Account in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.\*
- 6) Effective February 13, 2009, the Putnam VT New Value Fund - Class IB was reorganized into the Putnam VT Equity Income Fund - Class IB.

\* As noted above, certain Variable Sub-Accounts are closed to new investments. If you invested in these Variable Sub-Accounts prior to the effective close date, you may continue your investments. If prior to the effective close date, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing or dollar cost averaging, we will continue to effect automatic transactions to these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed. If you choose to add this TrueReturn Option on or after the effective close date, you must transfer any portion of your Contract Value that is allocated to these Variable Sub-Accounts to any of the remaining Variable Sub-Accounts available with this TrueReturn Option prior to adding it to your Contract.

#### Model Portfolio Option 2

The investment requirements under Model Portfolio Option 2 depend on the Rider Date of your TrueReturn Option.

#### Model Portfolio Option 2 (Rider Date prior to October 1, 2004)

If your TrueReturn Option Rider Date is prior to October 1, 2004 and you choose Model Portfolio Option 2 or transfer your entire Contract Value into Model Portfolio Option 2, you may allocate your Contract Value among any of a selected group of available Variable Sub-Accounts listed below. You may choose the Variable Sub-Accounts in which you want to invest, provided you maintain the percentage allocation requirements for each category. You may also make transfers among the Variable Sub-Accounts within each category at any time, provided you maintain the percentage allocation requirements for each category. However, each transfer you make will count against the 12 transfers you can make each Contract Year without paying a transfer fee.

The following table describes the percentage allocation requirements for Model Portfolio Option 2 (Rider Date prior to October 1, 2004) and the Variable Sub-Accounts available under each category (1, 3, 4, 5):

#### Model Portfolio Option 2 (Rider Date Prior to October 1, 2004)

-----  
10% Category A  
20% Category B  
50% Category C  
20% Category D  
-----

#### Category A

Morgan Stanley VIS Money Market - Class Y Sub-Account  
Fidelity VIP Money Market - Service Class 2 Sub-Account  
-----

#### Category B

Morgan Stanley VIS High Yield - Class Y Sub-Account/(1)/  
Morgan Stanley VIS Income Plus - Class Y Sub-Account  
Morgan Stanley VIS Limited Duration - Class Y Sub-Account/(4)/

Fidelity VIP High Income - Service Class 2 Sub-Account  
FTVIP Franklin High Income Securities - Class 2 Sub-Account/(1)/  
PIMCO VIT CommodityRealReturn(TM) Strategy - Advisor Shares Sub-Account  
PIMCO VIT Emerging Markets Bond - Advisor Shares Sub-Account  
PIMCO VIT Real Return - Advisor Shares Sub-Account  
PIMCO VIT Total Return - Advisor Shares Sub-Account  
UIF U.S. Real Estate, Class II Sub-Account/(2)/  
UIF Emerging Markets Debt, Class II Sub-Account/(1)(2)/

-----  
Category C

Morgan Stanley VIS Capital Opportunities - Class Y Sub-Account  
Morgan Stanley VIS Dividend Growth - Class Y Sub-Account  
Morgan Stanley VIS Income Builder - Class Y Sub-Account/(1)/  
Morgan Stanley VIS S&P 500 Index - Class Y Sub-Account  
Morgan Stanley VIS Strategist - Class Y Sub-Account  
Morgan Stanley VIS Global Infrastructure - Class Y Sub-Account/(1)/  
AIM V.I. Basic Value - Series II Sub-Account/(1)/  
AIM V.I. Core Equity - Series II Sub-Account/(5)/  
AllianceBernstein VPS Growth and Income - Class B Sub-Account/(1)/  
AllianceBernstein VPS International Value - Class B Sub-Account  
AllianceBernstein VPS Utility Income - Class B Sub-Account  
AllianceBernstein VPS Value - Class B Sub-Account  
Fidelity VIP Contrafund(R) - Service Class 2 Sub-Account  
Fidelity VIP Growth & Income - Service Class 2 Sub-Account  
Fidelity VIP Mid Cap - Service Class 2 Sub-Account  
FTVIP Franklin Flex Cap Growth Securities - Class 2 Sub-Account  
FTVIP Franklin Income Securities - Class 2 Sub-Account  
FTVIP Mutual Global Discovery Securities - Class 2 Sub-Account  
FTVIP Mutual Shares Securities - Class 2 Sub-Account

Goldman Sachs VIT Structured Small Cap Equity Sub-Account  
Goldman Sachs VIT Structured U.S. Equity Sub-Account  
Goldman Sachs VIT Growth and Income Sub-Account  
Goldman Sachs VIT Mid Cap Value Sub-Account/(4)/  
Putnam VT Equity Income - Class IB Sub-Account/(6)/  
Putnam VT Growth and Income - Class IB Sub-Account/(1)/  
Putnam VT The George Putnam Fund of Boston - Class IB Sub-Account  
UIF Equity and Income, Class II Sub-Account/(2)/  
UIF U.S. Mid Cap Value, Class II Sub-Account/(2)/  
UIF International Growth Equity, Class II Sub-Account/(2)/  
Van Kampen LIT Comstock, Class II Sub-Account  
Van Kampen LIT Growth and Income, Class II Sub-Account

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Category D

Morgan Stanley VIS Aggressive Equity - Class Y Sub-Account  
Morgan Stanley VIS European Equity - Class Y Sub-Account/(4)/  
Morgan Stanley VIS Global Dividend Growth - Class Y Sub-Account  
AIM V.I. Capital Appreciation - Series II Sub-Account/(1)/  
AIM V.I. Mid Cap Core Equity - Series II Sub-Account/(1)/  
AllianceBernstein VPS Growth - Class B Sub-Account  
AllianceBernstein VPS Large Cap Growth - Class B Sub-Account/(1)/  
AllianceBernstein VPS Small/Mid Cap Value - Class B Sub-Account  
FTVIP Templeton Foreign Securities - Class 2 Sub-Account  
Putnam VT International Equity - Class IB Sub-Account  
Putnam VT Investors - Class IB Sub-Account/(3)/  
Putnam VT Voyager - Class IB Sub-Account  
UIF Emerging Markets Equity, Class II Sub-Account/(2)/  
UIF Capital Growth, Class II Sub-Account/(2)/  
UIF Global Franchise, Class II Sub-Account/(2)/  
UIF Mid Cap Growth, Class II Sub-Account/(2)/  
UIF Small Company Growth, Class II Sub-Account/(2)/  
Van Kampen LIT Capital Growth, Class II Sub-Account  
Van Kampen LIT Mid Cap Growth, Class II Sub-Account

Each calendar quarter, we will use the Automatic Portfolio Rebalancing Program to automatically rebalance your Contract Value in each Variable Sub-Account and return it to the percentage allocation requirements for Model Portfolio Option 2 (Rider Date prior to October 1, 2004). We will use the percentage allocations as of your most recent instructions.

- 1) Effective May 1, 2005, the following Variable Sub-Accounts closed to new investments: the AIM V.I. Basic Value - Series II Sub-Account, the AIM V.I. Capital Appreciation - Series II Sub-Account, the AIM V.I. Mid Cap Core Equity - Series II Sub-Account, the AllianceBernstein VPS Growth and Income - Class B Sub-Account, the AllianceBernstein VPS Large Cap Growth - Class B Sub-Account, the FTVIP Franklin High Income Securities - Class 2 Sub-Account, the Morgan Stanley VIS High Yield - Class Y Sub-Account, the Morgan Stanley VIS Income Builder - Class Y Sub-Account, the Morgan Stanley VIS Global Infrastructure - Class Y Sub-Account, the Putnam VT Growth and Income - Class IB Sub-Account and the UIF Emerging Markets Debt, Class II Sub-Account.\*
- 2) Morgan Stanley Investment Management Inc., the adviser to the UIF Portfolios, does business in certain instances using the name Van Kampen.
- 3) Effective May 1, 2004, the Putnam VT Investors - Class IB Sub-Account closed to new investments.\*
- 4) Effective May 1, 2006, the following Variable Sub-Accounts closed to new investments: the Goldman Sachs VIT Mid Cap Value Sub-Account, the Morgan Stanley VIS European Equity - Class Y Sub-Account and the Morgan Stanley VIS Limited Duration - Class Y Sub-Account.\*
- 5) Effective May 1, 2006, the AIM V.I. Core Equity - Series II Sub-Account is no longer available for new investments. If you are currently invested in the AIM V.I. Core Equity - Series II Sub-Account you may continue your investment. If, prior to May 1, 2005, you enrolled in one of our automatic transaction programs, through the AIM V.I. Premier Equity - Series II Sub-Account (the predecessor of the AIM V.I. Core Equity - Series II Sub-Account), such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into the AIM V.I. Core Equity - Series II Sub-Account in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.
- 6) Effective February 13, 2009, the Putnam VT New Value Fund - Class IB was reorganized into the Putnam VT Equity Income Fund - Class IB.

\* As noted above, certain Variable Sub-Accounts are closed to new investments. If you invested in these Variable Sub-Accounts prior to the effective close date, you may continue your investments. If prior to the effective close date, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing or dollar cost averaging, we will continue to effect automatic transactions to these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

Model Portfolio Option 2 (Rider Date on or after October 1, 2004)

If your TrueReturn Option Rider Date is on or after October 1, 2004, and you choose Model Portfolio Option 2 or transfer your entire Contract Value into Model Portfolio Option 2, you may allocate your Contract Value among any of a selected group of available Variable Sub-Accounts listed below. However, you may not allocate your Contract Value among any of the excluded Variable

Sub-Accounts listed below. You may choose to invest in or transfer among any of the available Variable Sub-Accounts. However, each transfer you make will count against the 12 transfers you can make each Contract Year without paying a transfer fee.

The following table lists the available and excluded Variable Sub-Accounts under Model Portfolio Option 2 (Rider Date on or after October 1, 2004)(1, 3, 4, 5):

Model Portfolio Option 2 (Rider Date on or after October 1, 2004)

-----  
Available  
-----

Morgan Stanley VIS Capital Opportunities - Class Y Sub-Account  
Morgan Stanley VIS Dividend Growth - Class Y Sub-Account  
Morgan Stanley VIS Global Dividend Growth - Class Y Sub-Account  
Morgan Stanley VIS High Yield - Class Y Sub-Account/(1)/  
Morgan Stanley VIS Income Builder - Class Y Sub-Account/(1)/  
Morgan Stanley VIS Income Plus - Class Y Sub-Account  
Morgan Stanley VIS Limited Duration - Class Y Sub-Account/(4)/  
Morgan Stanley VIS Money Market - Class Y Sub-Account  
Morgan Stanley VIS S&P 500 Index - Class Y Sub-Account  
Morgan Stanley VIS Strategist - Class Y Sub-Account  
Morgan Stanley VIS Global Infrastructure - Class Y Sub-Account/(1)/  
AIM V.I. Basic Value - Series II Sub-Account/(1)/  
AIM V.I. Core Equity - Series II Sub-Account/(5)/  
AIM V.I. Mid Cap Core Equity - Series II Sub-Account/(1)/  
AllianceBernstein VPS Growth - Class B Sub-Account  
AllianceBernstein VPS Growth and Income - Class B Sub-Account/(1)/  
AllianceBernstein VPS International Value - Class B Sub-Account  
AllianceBernstein VPS Small/Mid Cap Value - Class B Sub-Account

AllianceBernstein VPS Utility Income - Class B Sub-Account  
AllianceBernstein VPS Value - Class B Sub-Account  
Fidelity VIP Contrafund(R) - Service Class 2 Sub-Account  
Fidelity VIP Growth & Income - Service Class 2 Sub-Account  
Fidelity VIP High Income - Service Class 2 Sub-Account  
Fidelity VIP Mid Cap - Service Class 2 Sub-Account  
Fidelity VIP Money Market - Service Class 2 Sub-Account  
FTVIP Franklin Flex Cap Growth Securities - Class 2 Sub-Account  
FTVIP Franklin High Income Securities - Class 2 Sub-Account/(1)/  
FTVIP Franklin Income Securities - Class 2 Sub-Account  
FTVIP Mutual Global Discovery Securities - Class 2 Sub-Account  
FTVIP Mutual Shares Securities - Class 2 Sub-Account  
FTVIP Templeton Foreign Securities - Class 2 Sub-Account  
Goldman Sachs VIT Structured Small Cap Equity Sub-Account  
Goldman Sachs VIT Structured U.S. Equity Sub-Account  
Goldman Sachs VIT Growth and Income Sub-Account  
Goldman Sachs VIT Mid Cap Value Sub-Account/(4)/

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Model Portfolio Option 2 (Rider Date on or after October 1, 2004)  
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PIMCO VIT CommodityRealReturn(TM) Strategy - Advisor Shares Sub-Account  
PIMCO VIT Emerging Markets Bond - Advisor Shares Sub-Account  
PIMCO VIT Real Return - Advisor Shares Sub-Account  
PIMCO VIT Total Return - Advisor Shares Sub-Account  
Putnam VT Equity Income - Class IB Sub-Account/(6)/  
Putnam VT Growth and Income - Class IB Sub-Account/(1)/  
Putnam VT International Equity - Class IB Sub-Account  
Putnam VT The George Putnam Fund of Boston - Class IB Sub-Account  
Putnam VT Voyager - Class IB Sub-Account  
UIF Emerging Markets Debt, Class II Sub-Account/(1)(2)/  
UIF Emerging Markets Equity, Class II Sub-Account/(2)/  
UIF Equity and Income, Class II Sub-Account/(2)/  
UIF Global Franchise, Class II Sub-Account/(2)/  
UIF Mid Cap Growth, Class II Sub-Account/(2)/  
UIF U.S. Mid Cap Value, Class II Sub-Account/(2)/  
UIF U.S. Real Estate, Class II Sub-Account/(2)/  
UIF International Growth Equity, Class II Sub-Account/(2)/  
Van Kampen LIT Capital Growth, Class II Sub-Account  
Van Kampen LIT Comstock, Class II Sub-Account  
Van Kampen LIT Growth and Income, Class II Sub-Account

-----  
Excluded  
-----

Morgan Stanley VIS Aggressive Equity - Class Y Sub-Account  
Morgan Stanley VIS European Equity - Class Y Sub-Account/(4)/  
AIM V.I. Capital Appreciation - Series II Sub-Account/(1)/  
AllianceBernstein VPS Large Cap Growth - Class B Sub-Account/(1)/  
UIF Capital Growth, Class II Sub-Account/(2)(7)/  
UIF Small Company Growth, Class II Sub-Account/(2)/  
Van Kampen LIT Mid Cap Growth, Class II Sub-Account

- 1)Effective May 1, 2005, the following Variable Sub-Accounts closed to new investments: the AIM V.I. Basic Value - Series II Sub-Account, the AIM V.I. Capital Appreciation - Series II Sub-Account, the AIM V.I. Mid Cap Core Equity - Series II Sub-Account, the AllianceBernstein VPS Growth and Income - Class B Sub-Account, the AllianceBernstein VPS Large Cap Growth - Class B Sub-Account, the FTVIP Franklin High Income Securities - Class 2 Sub-Account, the Morgan Stanley VIS High Yield - Class Y Sub-Account, the Morgan Stanley VIS Income Builder - Class Y Sub-Account, the Morgan Stanley VIS Global Infrastructure - Class Y Sub-Account, the Putnam VT Growth and Income - Class IB Sub-Account and the UIF Emerging Markets Debt, Class II Sub-Account.\*
- 2)Morgan Stanley Investment Management Inc., the adviser to the UIF Portfolios, does business in certain instances using the name Van Kampen.
- 3)Effective May 1, 2004, the Putnam VT Investors - Class IB Sub-Account closed to new investments and is not available with this TrueReturn Option.\*
- 4)Effective May 1, 2006, the following Variable Sub-Accounts closed to new investments: the Goldman Sachs VIT Mid Cap Value Sub-Account, the Morgan Stanley VIS European Equity - Class Y Sub-Account and the Morgan Stanley VIS Limited Duration - Class Y Sub-Account.\*
- 5)Effective May 1, 2006, the AIM V.I. Core Equity - Series II Sub-Account is no longer available for new investments. If you are currently invested in the AIM V.I. Core Equity - Series II Sub-Account you may continue your investment. If, prior to May 1, 2005, you enrolled in one of our automatic transaction programs, through the AIM V.I. Premier Equity - Series II Sub-Account (the predecessor of the AIM V.I. Core Equity - Series II Sub-Account), such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into the AIM V.I. Core Equity - Series II Sub-Account in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.\*
- 6)Effective February 13, 2009, the Putnam VT New Value Fund - Class IB was reorganized into the Putnam VT Equity Income Fund - Class IB.

\* As noted above, certain Variable Sub-Accounts are closed to new investments. If you invested in these Variable Sub-Accounts prior to the effective close date, you may continue your investments. If prior to the effective close date, you enrolled in one of our automatic transaction programs, such as automatic

additions, portfolio rebalancing or dollar cost averaging, we will continue to effect automatic transactions to these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed. If you choose to add this TrueReturn Option on or after the effective close date, you must transfer any portion of your Contract Value that is allocated to these Variable Sub-Accounts to any of the remaining Variable Sub-Accounts available with this TrueReturn Option prior to adding it to your Contract.

TrueBalance/SM/ Model Portfolio Options.

If you choose one of the TrueBalance/SM/ Model Portfolio Options or transfer your entire Contract Value into one of the TrueBalance/SM/ Model Portfolio Options, you may not choose the Variable Sub-Accounts or make transfers among the Variable Sub-Accounts in the TrueBalance Model Portfolio Option. Each TrueBalance Model Portfolio involves an allocation of assets among a group of pre-selected Variable Sub-Accounts. You cannot make transfers among the Variable Sub-Accounts nor vary the Variable Sub-Accounts that comprise a TrueBalance Model Portfolio Option. If you choose a TrueBalance Model Portfolio Option, we will invest and periodically reallocate your Contract Value according to the allocation percentages and requirements for the TrueBalance Model Portfolio Option you have selected currently. For more information regarding the TrueBalance program, see the "TrueBalance/SM/ Asset Allocation Program" section of this prospectus. However, note that the restrictions described in this section, specifically the restrictions on transfers and the requirement that all of your Contract Value be allocated to a TrueBalance Model Portfolio Option, apply to the TrueBalance program only if you have added the TrueReturn Option to your Contract.

Please note only certain TrueBalance Model Portfolio Options are available with your TrueReturn Option as summarized in the table under Investment Requirements above.

#### Cancellation of the TrueReturn Option.

You may not cancel the TrueReturn Option or make transfers, changes to your investment allocations, or changes to the Automatic Portfolio Rebalancing Program that are inconsistent with the investment restrictions applicable to your Guarantee Option and/or Model Portfolio Option prior to the 5th Rider Anniversary. Failure to comply with the investment requirements for any reason may result in the cancellation of the TrueReturn Option. On or after the 5th Rider Anniversary, we will cancel the TrueReturn Option if you make transfers, changes to your investment allocations, or changes to the Automatic Portfolio Rebalancing Program that are inconsistent with the investment requirements applicable to your Guarantee Option and/or Model Portfolio Option. We will not cancel the TrueReturn Option or make any changes to your investment allocations or to the Automatic Portfolio Rebalancing Program that are inconsistent with the investment restrictions applicable to your Guarantee Option until we receive notice from you that you wish to cancel the TrueReturn Option. No Accumulation Benefit will be paid if you cancel the Option prior to the Rider Maturity Date.

#### Death of Owner or Annuitant.

If the Contract Owner or Annuitant dies before the Rider Maturity Date and the Contract is continued under Option D of the Death of Owner or Death of Annuitant provision of your Contract, as described on page 77 of this prospectus, then the TrueReturn Option will continue, unless the new Contract Owner elects to cancel this Option. If the TrueReturn Option is continued, it will remain in effect until terminated. If the Contract is not continued under Option D, then the TrueReturn Option will terminate on the date we receive a Complete Request for Settlement of the Death Proceeds.

#### Rider Trade-In Option.

We offer a "Rider Trade-In Option" that allows you to cancel your TrueReturn Option and immediately add a new TrueReturn Option ("New Option"), provided all of the following conditions are met:

- .. The trade-in must occur on or after the 5th Rider Anniversary and prior to the Rider Maturity Date. We reserve the right to extend the date at which time the trade-in may occur to up to the 10th anniversary of the Rider Date at any time in our sole discretion. Any change we make will not apply to a TrueReturn Option that was added to your Contract prior to the implementation date of the change.
- .. The New Option will be made a part of your Contract on the date the existing TrueReturn Option is cancelled, provided it is cancelled for reasons other than the termination of your Contract.
- .. The New Option must be a TrueReturn Option that we make available for use with the Rider Trade-In Option.
- .. The issue requirements and terms and conditions of the New Option must be met as of the date the New Option is made a part of your Contract.

For example, if you trade-in your TrueReturn Option:

- .. the new Rider Fee will be based on the Rider Fee percentage applicable to a new TrueReturn Option at the time of trade-in;
- .. the Benefit Base for the New Option will be based on the Contract Value as of the new Rider Date;
- .. the AB Factor will be determined by the Rider Periods and Guarantee Options available with the New Option;
- .. the Model Portfolio Options will be determined by the Model Portfolio Options offered with the Guarantee Options available with the New Option;
- .. any waiting period for canceling the New Option will start again on the new Rider Date;
- .. any waiting period for exercising the Rider Trade-In Option will start again on the new Rider Date; and
- .. the terms and conditions of the Rider Trade-In Option will be according to the requirements of the New Option.

We are also making the SureIncome Plus or SureIncome For Life Withdrawal Benefit Options available at the time of your first utilization of this TrueReturn Rider Trade-In Option. We may discontinue offering these Withdrawal Benefit Options under the Rider Trade-In Option with respect to new TrueReturn Options added in the future at anytime at our discretion. If we do so, TrueReturn Options issued prior to this time will continue to have a Withdrawal Benefit Option available at the time of the first utilization of this TrueReturn Rider Trade-In Option. You may cancel your TrueReturn Option and immediately add a new SureIncome Plus Option or a new SureIncome For Life Option, provided all of the following conditions are met:

- .. The trade-in must occur on or after the 5th Rider Anniversary and prior to the Rider Maturity Date. At our discretion, we reserve the right to extend the date at which time the trade-in may occur up to the 10th anniversary of

the Rider Date at any time. Any change we make will not apply to a TrueReturn Option that was added to your Contract prior to the implementation date of the change.



- .. The new Withdrawal Benefit Option will be made a part of your Contract on the date the existing TrueReturn Option is cancelled, provided it is cancelled for reasons other than the termination of your Contract.
- .. The new Withdrawal Benefit Option must be a Withdrawal Benefit Option that we make available for use with this Rider Trade-In Option.
- .. The issue requirements and terms and conditions of the new Withdrawal Benefit Option must be met as of the date the new Withdrawal Benefit Option is made a part of your Contract. Currently, if you select the SureIncome Plus Withdrawal Benefit Option by utilizing the Rider Trade-In Option, the maximum age of any Contract Owner or Annuitant on the Rider Application Date is age 85. For other Withdrawal Benefit Options that may be selected in the future utilizing the Rider Trade-In Option, issue age requirements may differ.

You should consult with your Morgan Stanley Financial Advisor before trading in your TrueReturn Option.

Termination of the TrueReturn Option.

The TrueReturn Option will terminate on the earliest of the following to occur:

- .. on the Rider Maturity Date;
- .. on the Payout Start Date;
- .. on the date your Contract is terminated;
- .. on the date the Option is cancelled;
- .. on the date we receive a Complete Request for Settlement of the Death Proceeds; or
- .. on the date the Option is replaced with a New Option under the Rider Trade-In Option.

We will not pay an Accumulation Benefit if the TrueReturn Option is terminated for any reason prior to the Rider Maturity Date.

#### WITHDRAWAL BENEFIT OPTIONS

"Withdrawal Benefit Options" is used to refer collectively to the SureIncome Withdrawal Benefit Option, the SureIncome Plus Withdrawal Benefit Option, and the SureIncome For Life Withdrawal Benefit Option. "Withdrawal Benefit Option" is used to refer to any one of the Withdrawal Benefit Options.

#### SUREINCOME WITHDRAWAL BENEFIT OPTION

Effective May 1, 2006, we ceased offering the SureIncome Withdrawal Benefit Option ("SureIncome Option"), except in a limited number of states where we intend to discontinue offering the Option as soon as possible. In the states where we continue to offer the SureIncome Option, it is available for an additional fee.

The SureIncome Option provides a guaranteed withdrawal benefit that gives you the right to take limited partial withdrawals that total an amount equal to your purchase payments (subject to certain restrictions). Therefore, regardless of the subsequent fluctuations in the value of your Contract Value, you are entitled to a Benefit Payment each Benefit Year until your Benefit Base is exhausted (terms defined below).

The SureIncome Option guarantees an amount up to the "Benefit Payment Remaining" which will be available for withdrawal from the Contract each "Benefit Year" until the "Benefit Base" (defined below) is reduced to zero. If the Contract Value is reduced to zero and the Benefit Base is still greater than zero, we will distribute an amount equal to the Benefit Base to the Contract owner as described below under the "Withdrawal Benefit Payout Phase".

For purposes of the SureIncome Option, "withdrawal" means the gross amount of a withdrawal before any applicable charges such as withdrawal charges, fees, taxes or adjustments including any applicable Market Value Adjustments and surrender charges. Under the SureIncome Option, we do not treat a withdrawal that reduces the Contract Value to less than \$1,000 as a withdrawal of the entire Contract Value.

The "Rider Date" is the date the SureIncome Option was made a part of your Contract. The initial Benefit Year is the period between the Rider Date and the first Contract Anniversary after the Rider Date. Each subsequent Benefit Year is identical to the Contract Year.

In those states where currently offered, the SureIncome Option is available at issue of the Contract, or may be added later, subject to availability and issue requirements. You may not add the SureIncome Option to your Contract after Contract issue without our prior approval if your Contract Value is greater than \$1,000,000 at the time you choose to add the SureIncome Option. Currently, you may have only one Withdrawal Benefit Option (SureIncome, SureIncome Plus or SureIncome For Life) in effect on your Contract at one time. You may only have one of the following in effect on your Contract at the same time: a Withdrawal Benefit Option, a TrueReturn Option, or a Retirement Income Guarantee Option. The SureIncome Option is only available if the oldest Contract Owner and oldest Annuitant are age 80 or younger on the effective date of the Rider (the "Rider Application Date"). (The maximum age may depend on your state). The SureIncome Option is not available to be added to a Contract categorized as a Tax Sheltered Annuity as defined under Internal Revenue Code Section 403(b) at this time. We reserve the right to make the SureIncome Option available to such

Contracts on a nondiscriminatory basis in the future at our discretion. Once added to your Contract, the SureIncome Option

may be cancelled at any time on or after the 5th calendar year anniversary of the Rider Date by notifying us in writing in a form satisfactory to us.

In those states where the SureIncome Option is currently available, we may discontinue offering, at any time without prior notice, the Option to new Contract Owners and to existing Contract Owners who did not elect the SureIncome Option prior to the date of discontinuance.

#### Withdrawal Benefit Factor

The "Withdrawal Benefit Factor" is used to determine the "Benefit Payment" and Benefit Payment Remaining. We currently offer a Withdrawal Benefit Factor equal to 8%. We reserve the right to make other Withdrawal Benefit Factors available in the future for new SureIncome Options and/or to eliminate the current Withdrawal Benefit Factor. Once a Withdrawal Benefit Factor has been established for a SureIncome Option, it cannot be changed after the Rider Date unless that SureIncome Option is terminated.

#### Benefit Payment and Benefit Payment Remaining

The Benefit Payment is the amount available at the beginning of each Benefit Year that you may withdraw during that Benefit Year. The Withdrawal Benefit Factor and the Benefit Base are used to determine your Benefit Payment. The Benefit Payment Remaining is the amount remaining after any previous withdrawals in a Benefit Year that you may withdraw without reducing your Benefit Base by more than the amount of the withdrawal and without reducing your Benefit Payment available in future Benefit Years. Please note that any purchase payments or withdrawals made on a Contract Anniversary would be applied to the Benefit Year that just ended on that Contract Anniversary.

The Benefit Payment Remaining is equal to the Benefit Payment at the beginning of each Benefit Year.

During each Benefit Year the Benefit Payment Remaining will be increased by purchase payments multiplied by the Withdrawal Benefit Factor (currently 8% for new SureIncome Options) and reduced by the amount of each withdrawal. The Benefit Payment Remaining will never be less than zero.

On the Rider Date, the Benefit Payment is equal to the greater of:

- .. The Contract Value multiplied by the Withdrawal Benefit Factor (currently 8% for new SureIncome Options); or
- .. The value of the Benefit Payment of the previous Withdrawal Benefit Option (attached to your Contract) which is being terminated under a rider trade-in option (see "Rider Trade-In Option" below for more information), if applicable.

After the Rider Date, the Benefit Payment will be increased by purchase payments multiplied by the Withdrawal Benefit Factor and affected by withdrawals as follows:

- .. If the withdrawal is less than or equal to the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Payment is unchanged.
- .. If the withdrawal is greater than the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Payment will be the lesser of:
  - .. The Benefit Payment immediately prior to the withdrawal; or
  - .. The Contract Value immediately prior to withdrawal less the amount of the withdrawal, multiplied by the Withdrawal Benefit Factor.

The Benefit Payment Remaining at the time of a withdrawal during a calendar year will be increased on a nondiscriminatory basis in order to satisfy IRS minimum distribution requirements on the Contract under which this Option has been elected. The Benefit Payment Remaining will be increased by the excess of the IRS minimum distribution required on the Contract as calculated at the end of the previous calendar year and the Benefit Payment at the end of the previous calendar year. For the purposes of this calculation, the Benefit Payment Remaining will not be increased if a Withdrawal Benefit Option was not attached to this Contract as of the end of the previous calendar year. Note that any systematic withdrawal programs designed to satisfy IRS minimum distribution requirements may need to be modified to ensure guarantees under this Option are not impacted by the withdrawals. This modification may result in uneven payment amounts throughout the year.

#### Benefit Base

The Benefit Base is not available as a Contract Value or Settlement Value. The Benefit Base is used solely to help calculate the Rider Fee, the amount that may be withdrawn and payments that may be received under the SureIncome Option. On the Rider Date, the Benefit Base is equal to the Contract Value. After the Rider Date, the Benefit Base will be increased by purchase payments and decreased by withdrawals as follows:

- .. If the withdrawal is less than or equal to the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Base will be reduced by the amount of the withdrawal.
- .. If the withdrawal is greater than the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Base will be the lesser of:

. The Contract Value immediately prior to withdrawal less the amount of the withdrawal; or

. The Benefit Base immediately prior to withdrawal less the amount of the withdrawal.

The Benefit Base may also be reduced in other situations as detailed in the "Contract Owner and Assignment of Payments or Interest" section below.

If the Benefit Base is reduced to zero, this SureIncome Option will terminate.

For numerical examples that illustrate how the values defined under the SureIncome Option are calculated, see Appendix H.

#### Contract Owner and Assignment of Payments or Interest

If you change the Contract Owner or assign any payments or interest under this Contract, as allowed, to any living or non-living person other than your spouse on or after the first calendar year anniversary of the Rider Date, the Benefit Base will be recalculated to be the lesser of the Contract Value and the Benefit Base at the time of assignment.

#### Contract Value

If your Contract Value is reduced to zero due to fees or withdrawals and your Benefit Base is still greater than zero, your Contract will immediately enter the Withdrawal Benefit Payout Phase. Under the SureIncome Option, we currently do not treat a withdrawal that reduces the Contract Value to less than \$1,000 as a withdrawal of the entire Contract Value. We reserve the right to change this at any time.

#### Withdrawal Benefit Payout Phase

Under the Withdrawal Benefit Payout Phase, the Accumulation Phase of the Contract ends and the Contract enters the Payout Phase subject to the following:

The "Withdrawal Benefit Payout Start Date" is the date the Withdrawal Benefit Payout Phase is entered and the Accumulation Phase of the Contract ends.

No further withdrawals, purchase payments or any other actions associated with the Accumulation Phase can be made after the Withdrawal Benefit Payout Start Date.

Under the Withdrawal Benefit Payout Phase, the Payout Start Date is the first day of the next Benefit Year after the Withdrawal Benefit Payout Start Date. We reserve the right to allow other Payout Start Dates on a nondiscriminatory basis without prior notice.

During the Withdrawal Benefit Payout Phase, we will make scheduled fixed income payments to the Owner (or new Contract Owner) at the end of each month starting one month after the Payout Start Date. The amount of each payment will be equal to the Benefit Payment divided by 12, unless a payment frequency other than monthly is requested. The request must be in a form acceptable to us and processed by us before the first payment is made. (The amount of each payment will be adjusted accordingly; i.e., if the payment frequency requested is quarterly, the amount of each payment will be equal to the Benefit Payment divided by 4.) Payments will be made over a period certain such that total payments made will equal the Benefit Base on the Payout Start Date; therefore, the final payment may be less than each of the previous payments. If your Contract is subject to Internal Revenue Code Section 401(a)(9), the period certain cannot exceed that which is required by such section and the regulations promulgated thereunder. Therefore, the amount of each payment under the SureIncome Option may be larger so that the sum of the payments made over this period equals the Benefit Base on the Payout Start Date. Additionally, if your Contract is subject to Internal Revenue Code Section 401(a)(9), we will not permit a change in the payment frequency or level.

If your Contract is not subject to Internal Revenue Code Section 401(a)(9), we reserve the right to allow other payment frequencies or levels on a nondiscriminatory basis without prior notice. In no event will we allow more than one change in the payment frequency or level during a Contract Year.

If the Owner dies before all payments have been made, the remaining payments will continue to be made to the new Contract Owner as scheduled.

Once all scheduled payments have been paid, the Contract will terminate.

Generally, you may not make withdrawals, purchase payments or take any other actions associated with the Accumulation Phase after the commencement of the Withdrawal Benefit Payout Start Date.

#### Investment Requirements

If you add a SureIncome Option to your Contract, you must adhere to certain requirements related to the investment alternatives in which you may invest. These requirements are described in "Investment Requirements (Applicable to All Withdrawal Benefit Options)" below.

#### Cancellation of the SureIncome Option

You may not cancel the SureIncome Option prior to the 5th calendar year anniversary of the Rider Date. On or after the 5th calendar year anniversary of the Rider Date you may cancel the rider by notifying us in writing in a form satisfactory to us. We reserve the right to extend the date at which time the cancellation may occur to up to the 10th calendar year anniversary of the Rider Date at any time in our sole discretion. Any such change we make will not apply to a SureIncome Option that was added to your Contract prior to the

implementation date of the change.

## Rider Trade-In Option

We offer a "Rider Trade-In Option" that allows you to cancel your SureIncome Option and immediately add a new Withdrawal Benefit Option ("New SureIncome Option"). In most states, we currently offer the SureIncome Plus Withdrawal Benefit Option as the New SureIncome Option under the Rider Trade-In Option. We may also offer other Options ("New Options") under the Rider Trade-In Option. However, you may only select one Option under this Rider Trade-In Option at the time you cancel your SureIncome Option. Currently, we are also making the TrueReturn Accumulation Benefit Option available at the time of your first utilization of this Rider Trade-In Option so that you have the ability to switch from the SureIncome Option to the TrueReturn Accumulation Benefit Option. We may discontinue offering the TrueReturn Option under the Rider Trade-In Option for New SureIncome Options added in the future at anytime at our discretion. If we do so, SureIncome Options issued prior to this time will continue to have a TrueReturn Option available at the time of the first utilization of this SureIncome Rider Trade-In Option.

This Rider Trade-in Option is available provided all of the following conditions are met:

- .. The trade-in must occur on or after the 5th calendar year anniversary of the Rider Date. We reserve the right to extend the date at which time the trade-in may occur to up to the 10th calendar year anniversary of the Rider Date at any time in our sole discretion. Any change we make will not apply to a SureIncome Option that was added to your Contract prior to the implementation date of the change.
- .. The New SureIncome Option or any New Option will be made a part of your Contract on the date the existing Option is cancelled, provided it is cancelled for reasons other than the termination of your Contract.
- .. The New SureIncome Option or any New Option must be an Option that we make available for use with this Rider Trade-In Option.
- .. The issue requirements and terms and conditions of the New SureIncome Option or the New Option must be met as of the date any such Option is made a part of your Contract. Currently, if you select the SureIncome Plus Withdrawal Benefit Option utilizing the Rider Trade-in Option, the maximum age of any Contract Owner or Annuitant on the Rider Application Date is age 85. For a New SureIncome Option or New Option that may be offered and selected in the future utilizing the Rider Trade-In Option, issue age requirements may differ.

If the New Option is a New SureIncome Option, it must provide that the new Benefit Payment be greater than or equal to your current Benefit Payment as of the date the Rider Trade-In Option is exercised, if applicable.

You should consult with your Morgan Stanley Financial Advisor before trading in your SureIncome Option.

## Death of Owner or Annuitant

If the Owner or Annuitant dies and the Contract is continued under Option D of the Death of Owner or Death of Annuitant provisions of your Contract, then the SureIncome Option will continue unless the Contract Owner (or new Contract Owner) elects to cancel the SureIncome Option. If the SureIncome Option is continued, it will remain in effect until terminated. If the Contract is not continued under Option D above, then the SureIncome Option will terminate on the date we receive a Complete Request for Settlement of the Death Proceeds.

If the Contract death settlement options are governed by an Endorsement and such Endorsement allows for the continuation of the Contract upon the death of the Owner or Annuitant by the spouse, the SureIncome Option will continue unless the new Owner elects to cancel the SureIncome Option. If the SureIncome Option is continued, it will remain in effect until terminated pursuant to Termination of the SureIncome Option below. If the Contract is not continued, then the SureIncome Option will terminate on the date we received a complete request for settlement of the Death Proceeds.

## Termination of the SureIncome Option

The SureIncome Option will terminate on the earliest of the following to occur:

- .. The Benefit Base is reduced to zero;
- .. On the Payout Start Date (except if the Contract enters the Withdrawal Benefit Payout Phase as defined under the Withdrawal Benefit Payout Phase section);
- .. On the date the Contract is terminated;
- .. On the date the SureIncome Option is cancelled;
- .. On the date we receive a Complete Request for Settlement of the Death Proceeds; or
- .. On the date the SureIncome Option is replaced with a New Option under the Rider Trade-In Option.

## SUREINCOME PLUS WITHDRAWAL BENEFIT OPTION

We offer the SureIncome Plus Withdrawal Benefit Option ("SureIncome Plus Option"), except in a limited number of states where it is not currently available, for an additional fee. The SureIncome Plus Option provides a

guaranteed withdrawal benefit that gives you the right to take limited partial withdrawals, which may increase during the first 10 years of the Option, that total an amount equal to your purchase payments, subject to



certain restrictions. Therefore, regardless of the subsequent fluctuations in the value of your Contract Value, you are entitled to a Benefit Payment each Benefit Year until your Benefit Base is exhausted (see defined terms below). The SureIncome Plus Option also provides an additional death benefit option.

The SureIncome Plus Option guarantees an amount up to the "Benefit Payment Remaining" which will be available for withdrawal from the Contract each "Benefit Year" until the "Benefit Base" (defined below) is reduced to zero. If the Contract Value is reduced to zero and the Benefit Base is still greater than zero, we will distribute an amount equal to the Benefit Base to the Contract Owner as described below under the "Withdrawal Benefit Payout Phase". Prior to the commencement of the Withdrawal Benefit Payout Phase, the SureIncome Plus Option also provides an additional death benefit option, the SureIncome Return of Premium Death Benefit ("SureIncome ROP Death Benefit"). This death benefit option is described below under "Death of Owner or Annuitant" and in the Death Benefits section starting on page 69.

For purposes of the SureIncome Plus Option, "withdrawal" means the gross amount of a withdrawal before any applicable charges such as withdrawal charges, fees, taxes or adjustments including any applicable Market Value Adjustments and surrender charges. Under the SureIncome Plus Option, we do not treat a withdrawal that reduces the Contract Value to less than \$1,000 as a withdrawal of the entire Contract Value.

The "Rider Date" is the date the SureIncome Plus Option was made a part of your Contract. The initial Benefit Year is the period between the Rider Date and the first Contract Anniversary after the Rider Date. Each subsequent Benefit Year is identical to the Contract Year.

The SureIncome Plus Option is available at issue of the Contract, or may be added later, subject to availability and issue requirements. You may not add the SureIncome Plus Option to your Contract after Contract issue without our prior approval if your Contract Value is greater than \$1,000,000 at the time you choose to add the SureIncome Plus Option. Currently, you may have only one Withdrawal Benefit Option in effect on your Contract at one time. You may only have one of the following in effect on your Contract at the same time: a Withdrawal Benefit Option, a TrueReturn Option, or a Retirement Income Guarantee Option. The SureIncome Plus Option is available if the oldest Contract Owner and oldest Annuitant are age 80 or younger on the effective date of the Rider (the "Rider Application Date"), (the maximum age may depend on your state), up to age 85 or younger if selected by utilizing the Rider Trade-in Option. (See Rider Trade-In Option, above, under TrueReturn Accumulation Benefit Option and SureIncome Withdrawal Benefit Option.) The SureIncome Plus Option may not be added to a Contract categorized as a Tax Sheltered Annuity as defined under Internal Revenue Code Section 403(b) at this time. We reserve the right to make the SureIncome Plus Option available to such Contracts on a nondiscriminatory basis in the future at our discretion. Once added to your Contract, the SureIncome Plus Option may not be cancelled at any time.

We may discontinue offering the SureIncome Plus Option at any time to new Contract Owners and to existing Contract Owners who did not elect the SureIncome Plus Option prior to the date of discontinuance.

#### Withdrawal Benefit Factor

The "Withdrawal Benefit Factor" is used to determine the "Benefit Payment" and Benefit Payment Remaining. We currently offer a Withdrawal Benefit Factor equal to 8%. We reserve the right to make other Withdrawal Benefit Factors available in the future for new SureIncome Plus Options and/or to eliminate the current Withdrawal Benefit Factor. Once a Withdrawal Benefit Factor has been established for a SureIncome Plus Option, it cannot be changed after the Rider Date.

#### Benefit Payment and Benefit Payment Remaining

The Benefit Payment is the amount available at the beginning of each Benefit Year that you may withdraw during that Benefit Year. The Withdrawal Benefit Factor and the Benefit Base are used to determine your Benefit Payment. The Benefit Payment Remaining is the amount remaining after any previous withdrawals in a Benefit Year that you may withdraw without reducing your Benefit Base and your SureIncome ROP Death Benefit by more than the amount of the withdrawal and without reducing your Benefit Payment available in future Benefit Years. Please note that any purchase payments or withdrawals made on a Contract Anniversary would be applied to the Benefit Year that just ended on that Contract Anniversary.

The Benefit Payment Remaining is equal to the Benefit Payment at the beginning of each Benefit Year.

During each Benefit Year the Benefit Payment Remaining will be increased by purchase payments multiplied by the Withdrawal Benefit Factor (currently 8% for new SureIncome Plus Options) and reduced by the amount of each withdrawal. The Benefit Payment Remaining will never be less than zero.

On the Rider Date, the Benefit Payment is equal to the greater of:

- .. The Contract Value multiplied by the Withdrawal Benefit Factor (currently 8% for new SureIncome Plus Options); or
- .. The value of the Benefit Payment of the previous Withdrawal Benefit Option (attached to your Contract) which is being terminated under a rider trade-in option, if applicable. See Rider Trade-In



Option, above, under SureIncome Withdrawal Benefit Option for more information.

After the Rider Date, the Benefit Payment will be increased by purchase payments multiplied by the Withdrawal Benefit Factor and affected by withdrawals as follows:

.. If the withdrawal is less than or equal to the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Payment is unchanged.

If the withdrawal is greater than the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Payment will be the lesser of:

.. The Benefit Payment immediately prior to the withdrawal; or

.. The Contract Value immediately prior to withdrawal less the amount of the withdrawal, multiplied by the Withdrawal Benefit Factor.

As used in the above calculation, Contract Value incorporates the impact of any purchase payments received on the date of this withdrawal, but before the application of any SureIncome Plus Withdrawal Benefit Option Fee, Spousal Protection Benefit Option Fee, Spousal Protection Benefit Option for Custodial Individual Retirement Accounts Fee or Contract Maintenance Charge that may be applicable.

On each of the ten Contract Anniversaries after the Rider Date, the amount of the Benefit Payment may be increased based upon the maximum anniversary value of the Contract according to the following calculation. The Benefit Payment will be recalculated to the greater of:

.. The Benefit Payment following the application of all purchase payments and withdrawals on that Contract Anniversary; and

.. The Contract Value on that Contract Anniversary, following the application of all purchase payments, withdrawals, and expenses multiplied by the Withdrawal Benefit Factor.

The Benefit Payment Remaining at the time of a withdrawal during a calendar year will be increased on a nondiscriminatory basis in order to satisfy IRS minimum distribution requirements on the Contract under which this Option has been elected. The Benefit Payment Remaining will be increased by the excess of the IRS minimum distribution required on the Contract as calculated at the end of the previous calendar year and the Benefit Payment at the end of the previous calendar year. For the purposes of this calculation, the Benefit Payment Remaining will not be increased if a Withdrawal Benefit Option was not attached to this Contract as of the end of the previous calendar year. Note that any systematic withdrawal programs designed to satisfy IRS minimum distribution requirements may need to be modified to ensure guarantees under this Option are not impacted by the withdrawals. This modification may result in uneven payment amounts throughout the year.

#### Benefit Base

The Benefit Base is not available as a Contract Value or Settlement Value. The Benefit Base is used solely to help calculate the Rider Fee, the amount that may be withdrawn and payments that may be received under the SureIncome Plus Option. On the Rider Date, the Benefit Base is equal to the Contract Value. After the Rider Date, the Benefit Base will be increased by purchase payments and decreased by withdrawals as follows:

.. If the withdrawal is less than or equal to the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Base will be reduced by the amount of the withdrawal.

.. If the withdrawal is greater than the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Base will be the lesser of:

.. The Contract Value immediately prior to the withdrawal less the amount of the withdrawal; or

.. The Benefit Base immediately prior to the withdrawal less the amount of the withdrawal.

As used in the above calculation, Contract Value incorporates the impact of any purchase payments received on the date of this withdrawal, but before the application of any SureIncome Plus Withdrawal Benefit Option Fee, Spousal Protection Benefit Option Fee, Spousal Protection Benefit Option for Custodial Individual Retirement Accounts Fee or Contract Maintenance Charge that may be applicable.

On each of the ten Contract Anniversaries after the Rider Date, the amount of the Benefit Base may be increased based upon the maximum anniversary value of the Contract according to the following calculation. The Benefit Base will be recalculated to the greater of:

.. The Benefit Base following the application of all purchase payments and withdrawals on that Contract Anniversary; and

.. The Contract Value on that Contract Anniversary, following the application of all purchase payments, withdrawals and expenses.

The Benefit Base may also be reduced in other situations as detailed in the "Contract Owner and Assignment of Payments or Interest" section below.

If the Benefit Base is reduced to zero, this SureIncome Plus Option will terminate.

For numerical examples that illustrate how the values defined under the SureIncome Plus Option are calculated, see Appendix I.

## Contract Owner and Assignment of Payments or Interest

If you change the Contract Owner or assign any payments or interest under the Contract, as allowed, to any living or non-living person other than your spouse on or after the first calendar year anniversary of the Rider Date, the Benefit Base will be recalculated to be the lesser of the Contract Value or the Benefit Base at the time of assignment.

## Contract Value

If your Contract Value is reduced to zero due to fees or withdrawals and your Benefit Base is still greater than zero, your Contract will immediately enter the Withdrawal Benefit Payout Phase. Under the SureIncome Plus Option, we currently do not treat a withdrawal that reduces the Contract Value to less than \$1,000 as a withdrawal of the entire Contract Value. We reserve the right to change this at any time.

## Withdrawal Benefit Payout Phase

Under the Withdrawal Benefit Payout Phase, the Accumulation Phase of the Contract ends and the Contract enters the Payout Phase.

The "Withdrawal Benefit Payout Start Date" is the date the Withdrawal Benefit Payout Phase is entered and the Accumulation Phase of the Contract ends. No further withdrawals, purchase payments or any other actions associated with the Accumulation Phase of the Contract can be made after the Withdrawal Benefit Payout Start Date. Since the Accumulation Phase ends at this point, the SureIncome ROP Death Benefit no longer applies.

Under the Withdrawal Benefit Payout Phase, the Payout Start Date is the first day of the next Benefit Year after the Withdrawal Benefit Payout Start Date. We reserve the right to allow other Payout Start Dates on a nondiscriminatory basis without prior notice.

During the Withdrawal Benefit Payout Phase, we will make scheduled fixed income payments to the Owner (or new Contract Owner) at the end of each month starting one month after the commencement of the Payout Start Date. The amount of each payment will be equal to the Benefit Payment divided by 12, unless a payment frequency other than monthly is requested. The request must be in a form acceptable to us and processed by us before the first payment is made. (The amount of each payment will be adjusted accordingly; i.e., if the payment frequency requested is quarterly, the amount of each payment will be equal to the Benefit Payment divided by 4.) Payments will be made over a period certain such that total payments made will equal the Benefit Base on the Payout Start Date; therefore, the final payment may be less than each of the previous payments. If your Contract is subject to Internal Revenue Code Section 401(a)(9), the period certain cannot exceed that which is required by such section and the regulations promulgated thereunder. Therefore, the amount of each payment under the SureIncome Plus Option may be larger so that the sum of the payments made over this period equals the Benefit Base on the Payout Start Date. Additionally, if your Contract is subject to Internal Revenue Code Section 401(a)(9), we will not permit a change in the payment frequency or level.

If your Contract is not subject to Internal Revenue Code Section 401(a)(9), we reserve the right to allow other payment frequencies or levels on a nondiscriminatory basis without prior notice. In no event will we allow more than one change in the payment frequency or level during a Contract Year.

If the Owner dies before all payments have been made, the remaining payments will continue to be made to the new Contract Owner as scheduled.

Once all scheduled payments have been paid, the Contract will terminate.

Generally, you may not make withdrawals, purchase payments or take any other actions associated with the Accumulation Phase after the Withdrawal Benefit Payout Start Date.

## Investment Requirements

If you add a SureIncome Plus Option to your Contract, you must adhere to certain requirements related to the investment alternatives in which you may invest. These requirements are described in "Investment Requirements (Applicable to All Withdrawal Benefit Options)" below.

## Death of Owner or Annuitant

If the Owner or the Annuitant dies and the Contract is continued under Option D of the Death of Owner or Death of Annuitant provisions of your Contract, then the SureIncome Plus Option will continue unless the Contract Owner (or new Contract Owner) elects to cancel the SureIncome Plus Option. If the SureIncome Plus Option is continued, it will remain in effect until terminated. If the Contract is not continued under Option D above, then the SureIncome Plus Option will terminate on the date we receive a Complete Request for Settlement of the Death Proceeds.

If the Contract death settlement options are governed by an Endorsement and such Endorsement allows for the continuation of the Contract upon the death of the Owner or Annuitant by the spouse, the SureIncome Plus Option will continue unless the new Owner elects to cancel the SureIncome Plus Option. If the SureIncome Plus Option is continued, it will remain in effect until terminated pursuant to Termination of the SureIncome Plus Option below. If the Contract is not continued, then the SureIncome Plus Option will terminate on the date we received a complete request for settlement of the Death Proceeds.

The SureIncome Plus Option also makes available the SureIncome ROP Death Benefit. On the Rider Date, the

SureIncome ROP Death Benefit is equal to the Contract Value. After the Rider Date, the SureIncome ROP Death Benefit will be increased by purchase payments and decreased by withdrawals as follows:

- .. If the withdrawal is less than or equal to the Benefit Payment Remaining in effect immediately prior to the withdrawal, the SureIncome ROP Death Benefit will be reduced by the amount of the withdrawal.
- .. If the withdrawal is greater than the Benefit Payment Remaining in effect immediately prior to the withdrawal, the SureIncome ROP Death Benefit will be the lesser of:
  - . The Contract Value immediately prior to withdrawal less the amount of the withdrawal; or
  - . The SureIncome ROP Death Benefit immediately prior to withdrawal less the amount of the withdrawal.

As used in the above calculation, Contract Value incorporates the impact of any purchase payments received on the date of this withdrawal, but before the application of any SureIncome Plus Withdrawal Benefit Option Fee, Spousal Protection Benefit Option Fee, Spousal Protection Benefit Option for Custodial Individual Retirement Accounts Fee or Contract Maintenance Charge that may be applicable.

For numerical examples that illustrate how the SureIncome ROP Death Benefit under the SureIncome Plus Option is calculated, see Appendix I.

Refer to the Death Benefits section page 69 for more details on the SureIncome ROP Death Benefit.

#### Termination of the SureIncome Plus Option

The SureIncome Plus Option will terminate on the earliest of the following to occur:

- .. The Benefit Base is reduced to zero;
- .. On the Payout Start Date (except if the Contract enters the Withdrawal Benefit Payout Phase as defined under the Withdrawal Benefit Payout Phase section);
- .. On the date the Contract is terminated;
- .. On the date the SureIncome Plus Option is cancelled as detailed under Death of Owner or Annuitant above; or
- .. On the date we receive a Complete Request for Settlement of the Death Proceeds.

#### SUREINCOME FOR LIFE WITHDRAWAL BENEFIT OPTION

We offer the SureIncome For Life Withdrawal Benefit Option ("SureIncome For Life Option"), except in a limited number of states where it is not currently available, for an additional fee. The SureIncome For Life Option provides a guaranteed withdrawal benefit that gives you the right to take limited partial withdrawals, which may increase during the first 10 years of the Option, as long as the SureIncome Covered Life is alive, subject to certain restrictions. Therefore, regardless of subsequent fluctuations in the value of your Contract Value, you are entitled to a Benefit Payment each Benefit Year until the death of the SureIncome Covered Life (as defined below), subject to certain restrictions. The SureIncome For Life Option also provides an additional death benefit option.

The SureIncome For Life Option guarantees an amount up to the "Benefit Payment Remaining" which will be available for withdrawal from the Contract each "Benefit Year" as long as the SureIncome Covered Life is alive, subject to certain restrictions. The "SureIncome Covered Life" is the oldest Contract Owner, or the oldest Annuitant if the Contact Owner is a non-living entity, on the Rider Date. If the Contract Value is reduced to zero and the Benefit Payment is still greater than zero, we will distribute an amount equal to the Benefit Payment each year to the Contract Owner as described below under the "Withdrawal Benefit Payout Phase" as long as the SureIncome Covered Life is alive. Prior to the commencement of the Withdrawal Benefit Payout Phase, the SureIncome For Life Option also provides an additional death benefit option, the SureIncome Return of Premium Death Benefit ("SureIncome ROP Death Benefit"). This Option is described below under "Death of Owner or Annuitant" and in the Death Benefits section starting on page 69.

For purposes of the SureIncome For Life Option, "withdrawal" means the gross amount of a withdrawal before any applicable charges such as withdrawal charges, fees, taxes or adjustments including any applicable Market Value Adjustments and surrender charges. Under the SureIncome For Life Option, we do not treat a withdrawal that reduces the Contract Value to less than \$1,000 as a withdrawal of the entire Contract Value.

The "Rider Date" is the date the SureIncome For Life Option was made a part of your Contract. The initial Benefit Year is the period between the Rider Date and the first Contract Anniversary after the Rider Date. Each subsequent Benefit Year is identical to the Contract Year.

The SureIncome For Life Option is available at issue of the Contract, or may be added later, subject to availability and issue requirements. You may not add the SureIncome For Life Option to your Contract after Contract issue without our prior approval if your Contract Value is greater than \$1,000,000 at the

time you choose to add the SureIncome For Life Option. Currently, you may have only one Withdrawal Benefit Option in effect on your Contract at one time. You may only have one of the following in effect on your Contract at the same time: a Withdrawal Benefit Option, a TrueReturn Option, or a Retirement Income Guarantee



Option. The SureIncome For Life Option is only available if the oldest Contract Owner or the oldest Annuitant, if the Contract Owner is a non-living entity (i.e., the SureIncome Covered Life) is between the ages of 50 and 79, inclusive, on the effective date of the Rider (the "Rider Application Date"). (The maximum age may depend on your state.) The SureIncome For Life Option may not be added to a Contract categorized as a Tax Sheltered Annuity as defined under Internal Revenue Code Section 403(b) at this time. We reserve the right to make the SureIncome For Life Option available to such Contracts on a nondiscriminatory basis in the future at our discretion. Once added to your Contract, the SureIncome For Life Option may not be cancelled at any time.

We may discontinue offering the SureIncome For Life Option at any time to new Contract Owners and to existing Contract Owners who did not elect the SureIncome For Life Option prior to the date of discontinuance.

#### Withdrawal Benefit Factor

The "Withdrawal Benefit Factor" is used to determine the "Benefit Payment" and Benefit Payment Remaining. Prior to the earlier of the date of the first withdrawal after the issuance of the SureIncome For Life Option or the date the Contract enters the Withdrawal Benefit Payout Phase, the Withdrawal Benefit Factor used in these determinations may change as shown below. Generally speaking, during this period the Withdrawal Benefit Factor will increase as the SureIncome Covered Life grows older. On the earlier of the date of the first withdrawal after the issuance of the SureIncome for Life Option or the date the Contract enters the Withdrawal Benefit Payout Phase, the Withdrawal Benefit Factor will be fixed at the then applicable rate, based on the then current attained age of the SureIncome Covered Life, and will be used in all subsequent determinations of Benefit Payments and Benefit Payments Remaining. After this date the Withdrawal Benefit Factor will not change.

We currently offer the following Withdrawal Benefit Factors:

Attained Age of SureIncome Covered Life Withdrawal Benefit Factor	
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50 - 59	4%
60 - 69	5%
70+	6%

The Withdrawal Benefit Factors and age ranges applicable to your Contract are set on the Rider Date. They cannot be changed after the SureIncome For Life Option has been added to your Contract. We reserve the right to make other Withdrawal Benefit Factors available in the future for new SureIncome For Life Options, change the age ranges to which they apply, and/or to eliminate currently available Withdrawal Benefit Factors.

#### Benefit Payment and Benefit Payment Remaining

The Benefit Payment is the amount available at the beginning of each Benefit Year that you may withdraw during that Benefit Year. The Withdrawal Benefit Factor and the Benefit Base are used to determine your Benefit Payment. The Benefit Payment Remaining is the amount remaining after any previous withdrawals in a Benefit Year that you may withdraw without reducing your Benefit Base and your SureIncome ROP Death Benefit by more than the amount of the withdrawal and without reducing your Benefit Payment available in future Benefit Years. Please note that any premiums or withdrawals made on a Contract Anniversary are applied to the Benefit Year that just ended on that Contract Anniversary.

The Benefit Payment Remaining is equal to the Benefit Payment at the beginning of each Benefit Year.

On the Rider Date, the Benefit Payment is equal to the Contract Value multiplied by the Withdrawal Benefit Factor based on the current attained age of the SureIncome Covered Life.

After the Rider Date, the Benefit Payment and Benefit Payment Remaining will be increased by purchase payments multiplied by the Withdrawal Benefit Factor based on the current attained age of the SureIncome Covered Life. On the date of the first withdrawal after the Rider Date the Benefit Payment and Benefit Payment Remaining will equal the Withdrawal Benefit Factor based on the current attained age of the SureIncome Covered Life multiplied by the Benefit Base immediately after application of any purchase payments, but prior to the withdrawal on that date. The Withdrawal Benefit Factor used in all future calculations will not change.

After the first withdrawal, the Benefit Payment Remaining will be increased by purchase payments multiplied by the Withdrawal Benefit Factor. The Benefit Payment Remaining is reduced by the amount of any withdrawal. The Benefit Payment Remaining will never be less than zero.

After the first withdrawal, the Benefit Payment will be increased by purchase payments multiplied by the Withdrawal Benefit Factor. The Benefit Payment is affected by withdrawals as follows:

.. If a withdrawal is less than or equal to the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Payment is unchanged.

.. If a withdrawal is greater than the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Payment will be the lesser of:

. The Benefit Payment immediately prior to the withdrawal; or

- . The Benefit Base immediately after the withdrawal multiplied by the Withdrawal Benefit Factor.

If the Benefit Payment is reduced to zero, the SureIncome For Life Option will terminate.

On each of the ten Contract Anniversaries after the Rider Date, the amount of the Benefit Payment may be increased based upon the maximum anniversary value of the Contract according to the following calculation. The Benefit Payment will be recalculated to the greater of:

- .. The Benefit Payment following application of all purchase payments and withdrawals on that Contract Anniversary; or
- .. The Contract Value on that Contract Anniversary, following the application of all purchase payments, withdrawals and expenses, multiplied by the Withdrawal Benefit Factor currently applicable.

The Benefit Payment Remaining at the time of a withdrawal during a calendar year will be increased on a nondiscriminatory basis in order to satisfy IRS minimum distribution requirements on the Contract under which this Option has been elected. The Benefit Payment Remaining will be increased by the excess of the IRS minimum distribution required on the Contract as calculated at the end of the previous calendar year and the Benefit Payment at the end of the previous calendar year. For the purposes of this calculation, the Benefit Payment Remaining will not be increased if a Withdrawal Benefit Option was not attached to this Contract as of the end of the previous calendar year. Note that any systematic withdrawal programs designed to satisfy IRS minimum distribution requirements may need to be modified to ensure guarantees under this Option are not impacted by the withdrawals. This modification may result in uneven payment amounts throughout the year.

#### Benefit Base

The Benefit Base is not available as a Contract Value or Settlement Value. The Benefit Base is used solely to help calculate the Rider Fee, the amount that may be withdrawn and payments that may be received under the SureIncome For Life Option. On the Rider Date, the Benefit Base is equal to the Contract Value. After the Rider Date, the Benefit Base will be increased by purchase payments and decreased by withdrawals as follows:

- .. If the withdrawal is less than or equal to the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Base will be reduced by the amount of the withdrawal.
- .. If the withdrawal is greater than the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Base will be the lesser of:
  - . The Contract Value immediately prior to withdrawal less the amount of the withdrawal; or
  - . The Benefit Base immediately prior to withdrawal less the amount of the withdrawal (this value cannot be less than zero).

As used in the above calculation, Contract Value incorporates the impact of any purchase payments received on the date of this withdrawal, but before the application of any SureIncome For Life Withdrawal Benefit Option Fee, Spousal Protection Benefit Option Fee, Spousal Protection Benefit Option for Custodial Individual Retirement Accounts Fee or Contract Maintenance Charge that may be applicable.

On each of the ten Contract Anniversaries after the Rider Date, the amount of the Benefit Base may be increased based upon the maximum anniversary value of the Contract according to the following calculation. The Benefit Base will be recalculated to the greater of:

- .. The Benefit Base following the application of all purchase payments and withdrawals on that Contract Anniversary; and
- .. The Contract Value on that Contract Anniversary, following the application of all purchase payments, withdrawals and expenses.

For numerical examples that illustrate how the values defined under the SureIncome For Life Option are calculated, see Appendix J.

#### Contract Value

If your Contract Value is reduced to zero due to fees or withdrawals and your Benefit Payment is still greater than zero, your Contract will immediately enter the Withdrawal Benefit Payout Phase. Under the SureIncome For Life Option, we currently do not treat a withdrawal that reduces the Contract Value to less than \$1,000 as a withdrawal of the entire Contract Value. We reserve the right to change this at any time.

#### Withdrawal Benefit Payout Phase

Under the Withdrawal Benefit Payout Phase, the Accumulation Phase of the Contract ends and the Contract enters the Payout Phase.

The "Withdrawal Benefit Payout Start Date" is the date the Withdrawal Benefit Payout Phase is entered and the Accumulation Phase of the Contract ends. No further withdrawals, purchase payments or any other actions associated with the Accumulation Phase of the Contract can be made after the Withdrawal Benefit Payout Start Date. Since the Accumulation Phase of the Contract ends at this

point, the SureIncome ROP Death Benefit no longer applies.

Under the Withdrawal Benefit Payout Phase, the Payout Start Date is the first day of the next Benefit Year after the Withdrawal Benefit Payout Start Date. We reserve

the right to allow other Payout Start Dates on a nondiscriminatory basis without prior notice.

During the Withdrawal Benefit Payout Phase, we will make scheduled fixed income payments to the Owner (or new Contract Owner) at the end of each month starting one month after the Payout Start Date. The amount of each payment will be equal to the Benefit Payment divided by 12, unless a payment frequency other than monthly is requested. The request must be in a form acceptable to us and processed by us before the first payment is made. (The amount of each payment will be adjusted accordingly; i.e. if the payment frequency requested is quarterly, the amount of each payment will be equal to the Benefit Payment divided by 4.) Payments will be made until the later of the death of the SureIncome Covered Life or over a period certain based on the total payments made equaling at least the Benefit Base on the Payout Start Date. If your Contract is subject to Internal Revenue Code Section 401(a)(9), the period certain cannot exceed that which is required by such section and the regulations promulgated thereunder. Therefore, the amount of each payment under the SureIncome For Life Option may be larger during the period certain so that the sum of the payments made over this period equals the Benefit Base on the Payout Start Date. Additionally, if your Contract is subject to Internal Revenue Code Section 401(a)(9), we will not permit a change in the payment frequency or level.

If your Contract is not subject to Internal Revenue Code Section 401(a)(9), we reserve the right to allow other payment frequencies or levels on a nondiscriminatory basis without prior notice. In no event will we allow more than one change in the payment frequency or level during a Contract Year.

If the Owner dies before all payments have been made, the remaining payments will continue to be made to the new Contract Owner as scheduled.

Once all scheduled payments have been paid, the Contract will terminate.

Generally, you may not make withdrawals, purchase payments or take any other actions associated with the Accumulation Phase after the commencement of the Withdrawal Benefit Payout Start Date.

#### Investment Requirements

If you add a SureIncome For Life Option to your Contract, you must adhere to certain requirements related to the investment alternatives in which you may invest. These requirements are described in "Investment Requirements (Applicable to All Withdrawal Benefit Options)" below.

#### Death of Owner or Annuitant

If the SureIncome Covered Life dies during the Accumulation Phase of the Contract, the SureIncome For Life Option will terminate on the date of the SureIncome Covered Life's death. If the Contract Owner or the Annuitant who is not the SureIncome Covered Life dies and the Contract is continued under Option D of the Death of Owner or Death of Annuitant provisions of your Contract, then the SureIncome For Life Option will continue unless the Contract Owner (or new Contract Owner) elects to cancel the SureIncome For Life Option. If the SureIncome For Life Option is continued, it will remain in effect until terminated. If the Contract is not continued under Option D, then the SureIncome For Life Option will terminate on the date we receive a Complete Request for Settlement of the Death Proceeds.

The SureIncome For Life Option also makes available the SureIncome ROP Death Benefit. The SureIncome ROP Death Benefit is only available upon the death of the SureIncome Covered Life. If a Contract Owner, Annuitant or Co-Annuitant who is not the SureIncome Covered Life dies, the SureIncome ROP Death Benefit is not applicable. On the Rider Date, the SureIncome ROP Death Benefit is equal to the Contract Value. After the Rider Date, the SureIncome ROP Death Benefit will be increased by purchase payments and decreased by withdrawals as follows:

- .. If the withdrawal is less than or equal to the Benefit Payment Remaining in effect immediately prior to the withdrawal, the SureIncome ROP Death Benefit will be reduced by the amount of the withdrawal.
- .. If the withdrawal is greater than the Benefit Payment Remaining in effect immediately prior to the withdrawal, the SureIncome ROP Death Benefit will be the lesser of:
  - . The Contract Value immediately prior to withdrawal less the amount of the withdrawal; or
  - . The SureIncome ROP Death Benefit immediately prior to withdrawal less the amount of the withdrawal.

As used in the above calculation, Contract Value incorporates the impact of any purchase payments received on the date of this withdrawal, but before the application of any SureIncome For Life Withdrawal Benefit Option Fee, Spousal Protection Benefit Option Fee, Spousal Protection Benefit Option for Custodial Individual Retirement Accounts Fee or Contract Maintenance Charge applicable.

For numerical examples that illustrate how the SureIncome ROP Death Benefit under the SureIncome For Life Option is calculated, see Appendix J.

Refer to the Death Benefits section page 69 for more details on the SureIncome ROP Death Benefit.

Termination of the SureIncome For Life Option

The SureIncome For Life Option will terminate on the earliest of the following to occur:

- .. The Benefit Payment is reduced to zero;
- .. On the Payout Start Date (except if the Contract enters the Withdrawal Benefit Payout Phase as defined under the Withdrawal Benefit Payout Phase section);
- .. On the date the Contract is terminated;
- .. On the date the SureIncome Covered Life is removed from the Contract for any reason, and is no longer a Contract Owner or Annuitant under the Contract (if the Covered Life continues as only the Beneficiary, the Option will terminate);
- .. On the date the SureIncome For Life Option is cancelled as detailed under Death of Owner or Annuitant section above;
- .. On the date we receive a Complete Request for Settlement of the Death Proceeds; or
- .. On the date the SureIncome Covered Life dies if the SureIncome Covered Life dies prior to the Payout Start Date.

INVESTMENT REQUIREMENTS (APPLICABLE TO ALL WITHDRAWAL BENEFIT OPTIONS)

If you add a Withdrawal Benefit Option to your Contract, you must adhere to certain requirements related to the investment alternatives in which you may invest. The specific requirements are described below in more detail and will depend on your current Model Portfolio Option and your Withdrawal Benefit Factor(s). These requirements may include, but are not limited to, maximum investment limits on certain Variable Sub-Accounts or on certain Fixed Account Options, exclusion of certain Variable Sub-Accounts or of certain Fixed Account Options, required minimum allocations to certain Variable Sub-Accounts, and restrictions on transfers to or from certain investment alternatives. We may also require that you use the Automatic Portfolio Rebalancing Program. We may change the specific requirements that are applicable at any time in our sole discretion. Any changes we make will not apply to a Withdrawal Benefit Option that was made a part of your Contract prior to the implementation date of the change, except for changes made due to a change in investment alternatives available under the Contract. This restriction does not apply to a New SureIncome Option or to a New Option elected pursuant to the Rider Trade-In Option. We reserve the right to have requirements unique to specific Withdrawal Benefit Factors if we make other Withdrawal Benefit Factors available in the future including specific model portfolio options ("Model Portfolio Options") as described below available only to certain Withdrawal Benefit Factors.

When you add a Withdrawal Benefit Option to your Contract, you must allocate your entire Contract Value as follows:

- (1) to a Model Portfolio Option available as described below;
- (2) to the DCA Fixed Account Option and then transfer all purchase payments and interest to an available Model Portfolio Option; or
- (3) to a combination of (1) and (2) above.

With respect to (2) and (3) above, the requirements for the DCA Fixed Account Option must be met. See the "Dollar Cost Averaging Fixed Account Option" section of this prospectus for more information.

On the Rider Date, you must select only one of the Model Portfolio Options to which to allocate your Contract Value. After the Rider Date, you may transfer your entire Contract Value to any of the other available Model Portfolio Options. We currently offer several Model Portfolio Options. The Model Portfolio Options that are available may differ depending upon the effective date of your Withdrawal Benefit Option and your Withdrawal Benefit Factor. Please refer to the Model Portfolio Option and TrueBalance/SM/ Model Portfolio Options sections of this prospectus for more details. We may add other Model Portfolio Options in the future. We also may remove Model Portfolio Options in the future anytime prior to the date you select such Model Portfolio Option. In addition, if the investment alternatives available under the Contract change, we may revise the Model Portfolio Options. The following table summarizes the Model Portfolio Options currently available for use:

\*Model Portfolio Option 1

- \*TrueBalance Conservative Model Portfolio Option
- \*TrueBalance Moderately Conservative Model Portfolio Option
- \*TrueBalance Moderate Model Portfolio Option
- \*TrueBalance Moderately Aggressive Model Portfolio Option
- \*TrueBalance Aggressive Model Portfolio Option

You may not allocate any of your Contract Value to the Standard Fixed Account Option or to the Market Value Adjusted Fixed Account Option. You must transfer any portion of your Contract Value that is allocated to the Standard Fixed Account Option or to the Market Value Adjusted Fixed Account Option to the Variable Sub-Accounts prior to adding a Withdrawal Benefit Option to your Contract. Transfers from the Market Value Adjusted Fixed Account Option may be subject to a Market Value Adjustment. You may allocate any portion of your purchase payments to the DCA Fixed Account Option on the Rider Date, provided

the DCA Fixed Account Option is available with your Contract and in your state. See the "Dollar Cost Averaging Fixed Account Option" section of this prospectus for more

information. We use the term "Transfer Period Account" to refer to each purchase payment allocation made to the DCA Fixed Account Option for a specified term length. At the expiration of a Transfer Period Account, any remaining amounts in the Transfer Period Account will be transferred to the Variable Sub-Accounts according to your most recent percentage allocation selections for your Model Portfolio Option.

Any subsequent purchase payments made to your Contract will be allocated to the Variable Sub-Accounts according to your specific instructions or your allocation for the previous purchase payment (for Model Portfolio Option 1) or the percentage allocation for your current Model Portfolio Option (for TrueBalance Model Portfolio Options) unless you request that the purchase payment be allocated to the DCA Fixed Account Option. Purchase payments allocated to the DCA Fixed Account Option must be \$100 or more. Any withdrawals you request will reduce your Contract Value invested in each of the investment alternatives on a pro rata basis in the proportion that your Contract Value in each bears to your total Contract Value in all investment alternatives, unless you request otherwise.

#### Model Portfolio Option 1.

If you choose Model Portfolio Option 1 or transfer your entire Contract Value into Model Portfolio Option 1, we have divided the Variable Sub-Accounts into two separate categories: "Available," and "Excluded." Currently, you may allocate up to 100% of your Contract Value to the Available Variable Sub-Accounts in any manner you choose. You may not allocate ANY PORTION of your Contract Value to the Excluded Variable Sub-Accounts. You may make transfers among any of the Available Variable Sub-Accounts. However, each transfer you make will count against the 12 transfers you can make each Contract Year without paying a transfer fee.

Currently the Available Variable Sub-Accounts and the Excluded Variable Sub-Accounts are as follows (1, 3, 4, 5):

#### Available

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Morgan Stanley VIS Capital Opportunities - Class Y Sub-Account  
Morgan Stanley VIS Dividend Growth - Class Y Sub-Account  
Morgan Stanley VIS Global Dividend Growth - Class Y Sub-Account  
Morgan Stanley VIS High Yield - Class Y Sub-Account/(1)/  
Morgan Stanley VIS Income Builder - Class Y Sub-Account/(1)/  
Morgan Stanley VIS Income Plus - Class Y Sub-Account  
Morgan Stanley VIS Limited Duration - Class Y Sub-Account/(4)/  
Morgan Stanley VIS Money Market - Class Y Sub-Account  
Morgan Stanley VIS S&P 500 Index - Class Y Sub-Account  
Morgan Stanley VIS Strategist - Class Y Sub-Account  
Morgan Stanley VIS Global Infrastructure - Class Y Sub-Account/(1)/  
AIM V.I. Basic Value - Series II Sub-Account/(1)/  
AIM V.I. Core Equity - Series II Sub-Account/(5)/  
AIM V.I. Mid Cap Core Equity - Series II Sub-Account/(1)/  
AllianceBernstein VPS Growth - Class B Sub-Account  
AllianceBernstein VPS Growth and Income - Class B Sub-Account/(1)/  
AllianceBernstein VPS International Value - Class B Sub-Account  
AllianceBernstein VPS Small/Mid Cap Value - Class B Sub-Account  
AllianceBernstein VPS Utility Income - Class B Sub-Account  
AllianceBernstein VPS Value - Class B Sub-Account  
Fidelity VIP Contrafund(R) - Service Class 2 Sub-Account  
Fidelity VIP Growth & Income - Service Class 2 Sub-Account  
Fidelity VIP High Income - Service Class 2 Sub-Account  
Fidelity VIP Mid Cap - Service Class 2 Sub-Account  
Fidelity VIP Money Market - Service Class 2 Sub-Account  
FTVIP Franklin Flex Cap Growth Securities - Class 2 Sub-Account  
FTVIP Franklin High Income Securities - Class 2 Sub-Account/(1)/  
FTVIP Franklin Income Securities - Class 2 Sub-Account  
FTVIP Mutual Global Discovery Securities - Class 2 Sub-Account  
FTVIP Mutual Shares Securities - Class 2 Sub-Account  
FTVIP Templeton Foreign Securities - Class 2 Sub-Account  
Goldman Sachs VIT Structured Small Cap Equity Sub-Account  
Goldman Sachs VIT Structured U.S. Equity Sub-Account  
Goldman Sachs VIT Growth and Income Sub-Account  
Goldman Sachs VIT Mid Cap Value Sub-Account/(4)/  
PIMCO VIT CommodityRealReturn(TM) Strategy - Advisor Shares Sub-Account  
PIMCO VIT Emerging Markets Bond - Advisor Shares Sub-Account  
PIMCO VIT Real Return - Advisor Shares Sub-Account  
PIMCO VIT Total Return - Advisor Shares Sub-Account  
Putnam VT Equity Income - Class IB Sub-Account/(6)/  
Putnam VT Growth and Income - Class IB Sub-Account/(1)/  
Putnam VT International Equity - Class IB Sub-Account  
Putnam VT The George Putnam Fund of Boston - Class IB Sub-Account  
Putnam VT Voyager - Class IB Sub-Account  
UIF Emerging Markets Debt, Class II Sub-Account/(1)(2)/  
UIF Emerging Markets Equity, Class II Sub-Account/(2)/  
UIF Equity and Income, Class II Sub-Account/(2)/  
UIF Global Franchise, Class II Sub-Account/(2)/  
UIF Mid Cap Growth, Class II Sub-Account/(2)/  
UIF U.S. Mid Cap Value, Class II Sub-Account/(2)/  
UIF U.S. Real Estate, Class II Sub-Account/(2)/  
UIF International Growth Equity, Class II Sub-Account/(2)/  
Van Kampen LIT Capital Growth, Class II Sub-Account  
Van Kampen LIT Comstock, Class II Sub-Account  
Van Kampen LIT Growth and Income, Class II Sub-Account  
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#### Excluded



Morgan Stanley VIS Aggressive Equity - Class Y Sub-Account  
Morgan Stanley VIS European Equity - Class Y Sub-Account/(4)/  
AIM V.I. Capital Appreciation - Series II Sub-Account/(1)/  
AllianceBernstein VPS Large Cap Growth - Class B Sub-Account/(1)/  
UIF Capital Growth, Class II Sub-Account/(2)/  
UIF Small Company Growth, Class II Sub-Account/(2)/  
Van Kampen LIT Mid Cap Growth, Class II Sub-Account

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- 1) Effective May 1, 2005, the following Variable Sub-Accounts closed to new investments: the AIM V.I. Basic Value - Series II Sub-Account, the AIM V.I. Capital Appreciation - Series II Sub-Account, the AIM V.I. Mid Cap Core Equity - Series II Sub-Account, the AllianceBernstein VPS Growth and Income - Class B Sub-Account, the AllianceBernstein VPS Large Cap Growth - Class B Sub-Account, the FTVIP Franklin High Income Securities - Class 2 Sub-Account, the Morgan Stanley VIS High Yield - Class Y Sub-Account, the Morgan Stanley VIS Income Builder - Class Y Sub-Account, the Morgan Stanley VIS Global Infrastructure - Class Y Sub-Account, the Putnam VT Growth and Income - Class IB Sub-Account and the UIF Emerging Markets Debt, Class II Sub-Account.\*
- 2) Morgan Stanley Investment Management Inc., the adviser to the UIF Portfolios, does business in certain instances using the name Van Kampen.
- 3) Effective May 1, 2004, the Putnam VT Investors - Class IB Sub-Account closed to new investments and is not available with any Withdrawal Benefit Option.\*
- 4) Effective May 1, 2006, the following Variable Sub-Accounts closed to new investments: the Goldman Sachs VIT Mid Cap Value

Sub-Account, the Morgan Stanley VIS European Equity - Class Y Sub-Account and the Morgan Stanley VIS Limited Duration - Class Y Sub-Account.\*

5) Effective May 1, 2006, the AIM V.I. Core Equity - Series II Sub-Account is no longer available for new investments. If you are currently invested in the AIM V.I. Core Equity - Series II Sub-Account you may continue your investment. If, prior to May 1, 2005, you enrolled in one of our automatic transaction programs, through the AIM V.I. Premier Equity - Series II Sub-Account (the predecessor of the AIM V.I. Core Equity - Series II Sub-Account), such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into the AIM V.I. Core Equity - Series II Sub-Account in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.\*

6) Effective February 13, 2009, the Putnam VT New Value Fund - Class IB was reorganized into the Putnam VT Equity Income Fund - Class IB.

\* As noted above, certain Variable Sub-Accounts are closed to new investments. If you invested in these Variable Sub-Accounts prior to the effective close date, you may continue your investments. If prior to the effective close date, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing or dollar cost averaging, we will continue to effect automatic transactions to these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed. If you choose to add any Withdrawal Benefit Option on or after the effective close date, you must transfer any portion of your Contract Value that is allocated to these Variable Sub-Accounts to any of the remaining Variable Sub-Accounts available with a Withdrawal Benefit Option prior to adding it to your Contract.

TrueBalance/SM/ Model Portfolio Options.

If you choose one of the TrueBalance/SM/ Model Portfolio Options or transfer your entire Contract Value into one of the TrueBalance/SM/ Model Portfolio Options, you may not choose the Variable Sub-Accounts or make transfers among the Variable Sub-Accounts that comprise that TrueBalance Model Portfolio Option. Each TrueBalance Model Portfolio involves an allocation of assets among a group of pre-selected Variable Sub-Accounts. You cannot make transfers among the Variable Sub-Accounts nor vary the Variable Sub-Accounts that comprise a TrueBalance Model Portfolio Option. If you choose a TrueBalance Model Portfolio Option, we will invest and periodically reallocate your Contract Value according to the allocation percentages and requirements for the TrueBalance Model Portfolio Option you have selected currently. For more information regarding the TrueBalance program, see the "TrueBalance/SM/ Asset Allocation Program" section of this prospectus. However, note that the restrictions described in this section, specifically the restrictions on transfers and the requirement that all of your Contract Value be allocated to a TrueBalance Model Portfolio Option, apply to the TrueBalance program only if you have added a Withdrawal Benefit Option to your Contract.

Investment Alternatives: The Variable Sub-Accounts

You may allocate your purchase payments to up to 63\* Variable Sub-Accounts. Each Variable Sub-Account invests in the shares of a corresponding Portfolio. Each Portfolio has its own investment objective(s) and policies. We briefly describe the Portfolios below.

For more complete information about each Portfolio, including expenses and risks associated with each Portfolio, please refer to the prospectuses for the Funds. We will mail to you a prospectus for each Portfolio related to the Variable Sub-Accounts to which you allocate your purchase payment.

You should carefully consider the investment objectives, risks, charges and expenses of the investment alternatives when making an allocation to the Variable Sub-Accounts. To obtain any or all of the underlying Portfolio prospectuses, please contact us at 1-800-457-7617 or go to [www.accessallstate.com](http://www.accessallstate.com).

\*Certain Variable Sub-Accounts may not be available depending on the date you purchased your Contract. Please see page 45 for information about Sub-Accounts and/or Portfolio liquidations, mergers, closures and name changes.

Portfolio:	Each Portfolio Seeks:	Investment Advisor:
Morgan Stanley Variable Investment Series		
Morgan Stanley VIS Aggressive Equity Portfolio - Class Y	Long-term capital growth	
Morgan Stanley VIS Capital Opportunities Portfolio - Class Y	Growth of capital through investments in common stocks believed by the Investment Adviser to have potential for superior growth. As a secondary objective, income but only when consistent with its primary objective.	
Morgan Stanley VIS Dividend Growth Portfolio - Class Y	Reasonable current income and long term growth of income and capital.	
Morgan Stanley VIS European Equity Portfolio - Class Y/(1)/	To maximize the capital appreciation of its investments	Morgan Stanley Investment Advisors Inc.
Morgan Stanley VIS Global Dividend Growth Portfolio - Class Y	Reasonable current income and long-term growth of income and capital.	
Morgan Stanley VIS Global Infrastructure Portfolio - Class Y (formerly named Morgan Stanley VIS Utilities Portfolio - Class Y)/(2)/	Capital appreciation and current income	
Morgan Stanley VIS High Yield Portfolio - Class Y/(2)/	High level of current income.	
Morgan Stanley VIS Income Builder Portfolio - Class Y/(2)/	Reasonable income and, as a secondary objective, growth of capital	
Morgan Stanley VIS Income Plus Portfolio - Class Y	High level of current income by investing primarily in U.S. government securities and other fixed-income securities. As a secondary objective, capital appreciation but only when consistent with its primary objective.	
Morgan Stanley VIS Limited Duration Portfolio - Class Y/(1)/	High level of current income consistent with preservation of capital	
Morgan Stanley VIS Money Market Portfolio - Class Y	High current income, preservation of capital, and liquidity	
Morgan Stanley VIS S&P 500 Index Portfolio - Class Y	Investment results that, before expenses, correspond to the total return (i.e., combination of capital changes and income) of the Standard and Poor's 500 Composite Stock Price Index	
Morgan Stanley VIS Strategist Portfolio - Class Y	High total investment return	

Portfolio:	Each Portfolio Seeks:	Investment Advisor:
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The Universal Institutional Funds, Inc.		
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UIF Capital Growth Portfolio, Class II	Long-term capital appreciation by investing primarily in growth-oriented equity securities of large capitalization companies.	
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UIF Emerging Markets Debt Portfolio, Class II/(2)/	High total return by investing primarily in fixed income securities of government and government-related issuers and, to a lesser extent, of corporate issuers in emerging market countries.	Van Kampen/(3)/
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UIF Emerging Markets Equity Portfolio, Class II	Long-term capital appreciation by investing primarily in growth-oriented equity securities of issuers in emerging market countries.	
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UIF Equity and Income Portfolio, Class II	Capital appreciation and current income.	
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UIF Global Franchise Portfolio, Class II	Long-term capital appreciation.	
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UIF International Growth Equity Portfolio, Class II	Long-term capital appreciation, with a secondary objective of income	
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UIF Mid Cap Growth Portfolio, Class II	Long-term capital growth by investing primarily in common stocks and other equity securities.	
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UIF Small Company Growth Portfolio, Class II	Long-term capital appreciation by investing primarily in growth-oriented equity securities of small companies.	
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UIF U.S. Mid Cap Value Portfolio, Class II	Above-average total return over a market cycle of three to five years by investing in common stocks and other equity securities.	
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UIF U.S. Real Estate Portfolio, Class II	Above average current income and long-term capital appreciation by investing primarily in equity securities of companies in the U.S. real estate industry, including real estate investment trusts.	
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Van Kampen Life Investment Trust		
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Van Kampen LIT Capital Growth Portfolio, Class II	Capital appreciation.	
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Van Kampen LIT Comstock Portfolio, Class II	Capital growth and income through investments in equity securities, including common stocks, preferred stocks and securities convertible into common and preferred stocks.	Van Kampen Asset Management
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Van Kampen LIT Growth and Income Portfolio, Class II	Long-term growth of capital and income.	
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Van Kampen LIT Mid Cap Growth Portfolio, Class II	Capital growth	
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AIM Variable Insurance Funds		
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AIM V.I. Basic Value Fund - Series II/(2)/	Long-term growth of capital	
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		Invesco A I M Advisors, Inc./(4)/ Sub-adviser: Invesco Trimark Investment Management Inc.; Invesco Global Asset Management (N.A.), Inc.; Invesco Institutional (N.A.), Inc.; Invesco Senior Secured Management, Inc.; Invesco Hong Kong Limited; Invesco Asset Management Limited; Invesco Asset Management (Japan) Limited; Invesco Asset Management Deutschland, GmbH; and Invesco Australia Limited
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AIM V.I. Capital Appreciation Fund - Series II/(2)/	Growth of capital	
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AIM V.I. Core Equity Fund - Series II/(5)/	Growth of capital	
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AIM V.I. Mid Cap Core Equity Fund - Series II/(2)/	Long-term growth of capital	
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Portfolio:	Each Portfolio Seeks:	Investment Advisor:
AllianceBernstein Variable Products Series Fund, Inc.		
AllianceBernstein VPS Growth and Income Portfolio -Class B/(2)/	Long-term growth of capital	
AllianceBernstein VPS Growth Portfolio - Class B	Long-term growth of capital	
AllianceBernstein VPS International Value Portfolio -Class B	Long-term growth of capital	AllianceBernstein L.P.
AllianceBernstein VPS Large Cap Growth Portfolio -Class B/(2)/	Long-term growth of capital	
AllianceBernstein VPS Small/Mid Cap Value Portfolio - Class B	Long-term growth of capital	
AllianceBernstein VPS Utility Income Portfolio - Class B	Current income and long-term growth of capital	
AllianceBernstein VPS Value Portfolio - Class B	Long-term growth of capital	
Fidelity(R) Variable Insurance Products		
Fidelity VIP Contrafund(R) Portfolio - Service Class 2	Long-term capital appreciation	
Fidelity VIP Growth & Income Portfolio - Service Class 2	High total return through a combination of current income and capital appreciation	Fidelity Management & Research Company
Fidelity VIP High Income Portfolio - Service Class 2	High level of current income, while also considering growth of capital	
Fidelity VIP Mid Cap Portfolio - Service Class 2	Long-term growth of capital	
Fidelity VIP Money Market Portfolio - Service Class 2	As high a level of current income as is consistent with preservation of capital and daily liquidity.	
Franklin Templeton Variable Insurance Products Trust		
FTVIP Franklin Flex Cap Growth Securities Fund - Class 2	Capital appreciation	Franklin Advisers, Inc.
FTVIP Franklin High Income Securities Fund - Class 2/(2)/	High level of current income with capital appreciation as a secondary goal	
FTVIP Franklin Income Securities Fund - Class 2	To maximize income while maintaining prospects for capital appreciation.	
FTVIP Mutual Global Discovery Securities Fund - Class 2 (formerly named FTVIP Mutual Discovery Securities Fund - Class 2)	Capital appreciation	Franklin Mutual Advisers, LLC
FTVIP Mutual Shares Securities Fund - Class 2	Capital appreciation with income as a secondary goal	
FTVIP Templeton Foreign Securities Fund - Class 2	Long-term capital growth.	Templeton Investment Counsel, LLC
Goldman Sachs Variable Insurance Trust		
Goldman Sachs VIT Growth and Income Fund	Long-term growth of capital and growth of income	
Goldman Sachs VIT Mid Cap Value Fund/(1)/	Long-term capital appreciation	Goldman Sachs Asset Management, L.P.
Goldman Sachs VIT Structured Small Cap Equity Fund	Long-term growth of capital	
Goldman Sachs VIT Structured U.S. Equity Fund	Long-term growth of capital and dividend income	

Portfolio:	Each Portfolio Seeks:	Investment Advisor:
PIMCO Variable Insurance Trust		
PIMCO VIT CommodityRealReturn(TM) Strategy Portfolio - Advisor Shares	Maximum total return, investing for both current income and capital appreciation, consistent with prudent investment management	
PIMCO VIT Emerging Markets Bond Portfolio - Advisor Shares	Maximum total return, investing for current income, consistent with preservation of capital and prudent investment management	Pacific Investment Management Company LLC
PIMCO VIT Real Return Portfolio - Advisor Shares	Maximum real return, consistent with preservation of real capital and prudent investment management	
PIMCO VIT Total Return Portfolio - Advisor Shares	Maximum total return, investing for both current income and capital appreciation, consistent with preservation of capital and prudent investment management	
Putnam Variable Trust		
Putnam VT Equity Income Fund - Class IB/(7)/	Capital growth and current income.	
Putnam VT The George Putnam Fund of Boston - Class IB	To provide a balanced investment composed of a well diversified portfolio of value stocks and bonds, which produce both capital growth and current income.	Putnam Investment Management, LLC
Putnam VT Growth and Income Fund - Class IB/(2)/	Capital growth and current income.	
Putnam VT International Equity Fund - Class IB	Capital appreciation.	
Putnam VT Investors Fund - Class IB/(6)/	Long-term growth of capital and any increased income that results from this growth.	
Putnam VT Voyager Fund - Class IB	Capital appreciation.	

(1) Effective May 1, 2006, the Goldman Sachs VIT Mid Cap Value Sub-Account, Morgan Stanley VIS European Equity - Class Y Sub-Account and Morgan Stanley VIS Limited Duration - Class Y Sub-Account are no longer available for new investments. If you are currently invested in these Variable Sub-Accounts you may continue your investments. If, prior to May 1, 2006, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into the Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(2) Effective May 1, 2005, the AIM V.I. Basic Value - Series II Sub-Account, the AIM V.I. Capital Appreciation - Series II Sub-Account, the AIM V.I. Mid Cap Core Equity - Series II Sub-Account, the AllianceBernstein VPS Growth and Income - Class B Sub-Account, the AllianceBernstein VPS Large Cap Growth - Class B Sub-Account, the FTVIP Franklin High Income Securities - Class 2 Sub-Account, the Morgan Stanley VIS High Yield - Class Y Sub-Account, the Morgan Stanley VIS Income Builder - Class Y Sub-Account, the Morgan Stanley VIS Global Infrastructure - Class Y Sub-Account, the Putnam VT Growth and Income - Class IB Sub-Account and the UIF Emerging Markets Debt, Class II Sub-Account are no longer available for new investments. If you are currently invested in these Variable Sub-Accounts, you may continue your investment. If prior to May 1, 2005, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing or dollar cost averaging, we will continue to effect automatic transactions to these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(3) Morgan Stanley Investment Management Inc., the adviser to the UIF Portfolios, does business in certain instances using the name Van Kampen.

(4) The investment objective(s) of each sub-account may be changed by the Board of Directors without shareholder approval.

(5) Effective May 1, 2006, the AIM V.I. Core Equity - Series II Sub-Account is no longer available for new investments. If you are currently invested in the AIM V.I. Core Equity - Series II Sub-Account you may continue your investment. If, prior to May 1, 2005, you enrolled in one of our automatic transaction programs, through the AIM V.I. Premier Equity - Series II Sub-Account (the predecessor of the AIM V.I. Core Equity - Series II Sub-Account), such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into the AIM V.I. Core Equity - Series II Sub-Account in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(6)Effective May 1, 2004, the Putnam VT Investors - Class IB Sub-Account is no longer available for new investments. If you are currently invested in this Variable Sub-Account, you may continue your investment. If prior to May 1, 2004, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing or dollar cost averaging, we will continue to effect automatic transactions to the Variable Sub-Account in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

7)Effective February 13, 2009, the Putnam VT New Value Fund - Class IB was reorganized into the Putnam VT Equity Income Fund - Class IB.

Amounts you allocate to Variable Sub-Accounts may grow in value, decline in value, or grow less than you expect, depending on the investment performance of the Portfolios in which those Variable Sub-Accounts invest. You bear the investment risk that the Portfolios might not meet their investment



objectives. Shares of the Portfolios are not deposits, or obligations of, or guaranteed or endorsed by any bank and are not insured by the Federal Deposit Insurance Corporation, the Federal Reserve Board or any other agency.

Variable insurance portfolios might not be managed by the same portfolio managers who manage retail mutual funds with similar names. These portfolios are likely to differ from similarly named retail mutual funds in assets, cash flow, and tax matters. Accordingly, the holdings and investment results of a variable insurance portfolio can be expected to be higher or lower than the investment results of a similarly named retail mutual fund.

#### TRUEBALANCE/SM/ ASSET ALLOCATION PROGRAM

The TrueBalance asset allocation program ("TrueBalance program") is no longer offered for new enrollments. If you enrolled in the TrueBalance program prior to January 31, 2008, you may remain in the program. If you terminate your enrollment or otherwise transfer your Contract Value out of the program, you may not re-enroll.

There is no additional charge for the TrueBalance program. Participation in the TrueBalance program may be limited if you have elected certain Contract Options that impose restrictions on the investment alternatives which you may invest, such as the Income Protection Benefit Option, the TrueReturn Accumulation Benefit Option or a Withdrawal Benefit Option. See the sections of this prospectus discussing these Options for more information.

Asset allocation is the process by which your Contract Value is invested in different asset classes in a way that matches your risk tolerance, time horizon, and investment goals. Theoretically, different asset classes tend to behave differently under various economic and market conditions. By spreading your Contract Value across a range of asset classes, you may, over time, be able to reduce the risk of investment volatility and potentially enhance returns. Asset allocation does not guarantee a profit or protect against loss in a declining market.

Your sales representative helps you determine whether participating in an asset allocation program is appropriate for you. You complete a questionnaire to identify your investment style. Based on your investment style, you select one asset allocation model portfolio among the available model portfolios which may range from conservative to aggressive. Your Contract Value is allocated among the Variable Sub-Accounts according to your selected model portfolio. Not all Variable Sub-Accounts are available in any one model portfolio, and you must only allocate your Contract Value to the limited number of Variable Sub-Accounts available in the model portfolio you select. You should not select a model portfolio without first consulting with your sales representative.

Allstate Life does not intend to provide any personalized investment advice in connection with the TrueBalance program and you should not rely on this program as providing individualized investment recommendations to you.

Allstate Life retained an independent investment management firm ("investment management firm") to construct the TrueBalance model portfolios. The investment management firm does not provide advice to Allstate Life's Contract Owners. Neither Allstate Life nor the investment management firm is acting for any Contract Owner as a "fiduciary" or as an "investment manager," as such terms are defined under applicable laws and regulations relating to the Employee Retirement Income Security Act of 1974 (ERISA).

The investment management firm does not take into account any information about any Contract Owner or any Contract Owner's assets when creating, providing or maintaining any TrueBalance model portfolio. Individual Contract Owners should ultimately rely on their own judgment and/or the judgment of a financial advisor in making their investment decisions. Neither Allstate Life nor the investment management firm is responsible for determining the suitability of the TrueBalance model portfolios for the Contract Owners' purposes.

Each of the five model portfolios specifies an allocation among a mix of Variable Sub-Accounts that is designed to meet the investment goals of the applicable investment style. On the business day we approve your participation in the TrueBalance program, we automatically reallocate any existing Contract Value in the Variable Sub-Accounts according to the model portfolio you selected. If any portion of your existing Contract Value is allocated to the Standard Fixed Account or MVA Fixed Account Options and you wish to allocate any portion of it to the model portfolio, you must transfer that portion to the Variable Sub-Accounts. In addition, as long as you participate in the TrueBalance program, you must allocate all of your purchase payments to the Fixed Account Options and/or the Variable Sub-Accounts currently offered in your model portfolio. Any purchase payments you allocate to the DCA Fixed Account Option will be automatically transferred, along with interest, in equal monthly installments to the Variable Sub-Accounts according to the model portfolio you selected.

We use the term "Transfer Period Account" to refer to each purchase payment allocation made to the DCA Fixed Account Option for a specified term length. At the expiration of a Transfer Period Account any remaining amounts in the Transfer Period Account will be transferred to the Variable Sub-Accounts according to the percentage allocation for the model portfolio you selected.

Allstate Life may offer new or revised TrueBalance model portfolios at any time, and may retain a different investment management firm to create any such new or revised TrueBalance model portfolios. Allstate Life will not automatically reallocate your Contract Value allocated to the Variable Sub-Accounts to match any new or revised model portfolios that are offered. If you are invested in the TrueBalance model portfolio, your Morgan Stanley Financial Advisor will notify you of any new or revised TrueBalance model portfolios that may be available. If you wish to invest in accordance with a new or revised TrueBalance model portfolio, you must submit a transfer request to transfer your Contract Value in your existing TrueBalance model portfolio in accordance with the new TrueBalance model portfolio. If you do not request a transfer to a new TrueBalance model portfolio, we will continue to rebalance your Contract Value in accordance with your existing TrueBalance model portfolio. At any given time, you may only elect a TrueBalance model portfolio that is available at the time of election.

You may only select one model portfolio at a time. However, you may change your selection of model portfolio at any time, provided you select a currently available model portfolio. Each change you make in your model portfolio selection will count against the 12 transfers you can make each Contract Year without paying a transfer fee. You should consult with your Morgan Stanley Financial Advisor before making a change to your model portfolio selection to determine whether the new model portfolio is appropriate for your needs.

Since the performance of each Variable Sub-Account may cause a shift in the percentage allocated to each Variable Sub-Account, at least once every calendar quarter we will automatically rebalance all of your Contract Value in the Variable Sub-Accounts according to your currently selected model portfolio.

Unless you notify us otherwise, any purchase payments you make after electing the TrueBalance program will be allocated to your model portfolio and/or to the Fixed Account Options according to your most recent instructions on file with us. Once you elect to participate in the TrueBalance program, you may allocate subsequent purchase payments to any of the Fixed Account Options available with your Contract and/or to any of the Variable Sub-Accounts included in your model portfolio, but only according to the allocation specifications of that model portfolio. You may not allocate subsequent purchase payments to a Variable Sub-Account that is not included in your model portfolio. Subsequent purchase payments allocated to the Variable Sub-Accounts will be automatically rebalanced at the end of the next calendar quarter according to the allocation percentages for your currently selected model portfolio.

The following applies to TrueBalance model portfolios selected with the TrueReturn Option or a Withdrawal Benefit Option:

For TrueBalance model portfolios selected with the TrueReturn Option or a Withdrawal Benefit Option, you must allocate all of your Contract Value to a TrueBalance Model Portfolio Option, and you may not choose the Variable Sub-Accounts or make transfers among the Variable Sub-Accounts in the TrueBalance Model Portfolio Option. If you choose a TrueBalance Model Portfolio Option, we will invest and periodically reallocate your Contract Value according to the allocation percentages and requirements for the TrueBalance Model Portfolio Option you selected. You may, however, elect to reallocate your entire Contract Value from one Model Portfolio Option to another Model Portfolio Option available with your Option.

If you own the TrueReturn Option, on the Rider Maturity Date, the Contract Value may be increased due to the Option. Any increase will be allocated to the Morgan Stanley VIS Money Market-Class Y Sub-Account. You may make transfers from this Variable Sub-Account to the Fixed Account Options (as allowed) or to the Variable Sub-Accounts included in your model portfolio, but only according to the allocation specification of that model portfolio. All of your Contract Value in the Variable Sub-Accounts will be automatically rebalanced at the next calendar quarter according to the allocation percentages for your currently selected model portfolio.

The following applies to TrueBalance model portfolios selected without the TrueReturn Option or a Withdrawal Benefit Option:

For TrueBalance model portfolios selected without the TrueReturn or a Withdrawal Benefit Option, you may not make transfers from the Variable Sub-Accounts to any of the other Variable Sub-Accounts. You may make transfers, as allowed under the Contract, from the Fixed Account Options to other Fixed Account Options or to the Variable Sub-Accounts included in your model portfolio, but only according to the allocation specifications of that model portfolio. You may make transfers from the Variable Sub-Accounts to any of the Fixed Account Options, except the DCA Fixed Account Option. Transfers to Fixed Account Options may be inconsistent with the investment style you selected and with the purpose of the TrueBalance program. However, all of your Contract Value in the Variable Sub-Accounts will be automatically rebalanced at the next calendar quarter according to the percentage allocations for your currently selected model portfolio. You should consult with your Morgan Stanley Financial Advisor before making transfers.

If you make a partial withdrawal from any of the Variable Sub-Accounts, your remaining Contract Value in the Variable Sub-Accounts will be automatically rebalanced

at the end of the next calendar quarter according to the percentage allocations for your currently selected model portfolio. If you are participating in the Systematic Withdrawal Program when you add the TrueBalance program or change your selection of model portfolios, you may need to update your withdrawal instructions. If you have any questions, please consult your Morgan Stanley Financial Advisor.

Your participation in the TrueBalance program is subject to the program's terms and conditions, and you may change model portfolios or terminate your participation in the TrueBalance program at any time by notifying us in a form satisfactory to us. We reserve the right to modify or terminate the TrueBalance program at any time.

#### Investment Alternatives: The Fixed Account Options

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You may allocate all or a portion of your purchase payments to the Fixed Account Options. The Fixed Account Options we offer include the Dollar Cost Averaging Fixed Account Option, the Standard Fixed Account Option, and the Market Value Adjusted Fixed Account Option. We may offer additional Fixed Account Options in the future. Some Options are not available in all states. In addition, Allstate Life may limit the availability of some Fixed Account Options. Please consult with your representative for current information. The Fixed Account supports our insurance and annuity obligations. The Fixed Account consists of our general assets other than those in segregated asset accounts. We have sole discretion to invest the assets of the Fixed Account, subject to applicable law. Any money you allocate to the Fixed Account does not entitle you to share in the investment experience of the Fixed Account.

#### DOLLAR COST AVERAGING FIXED ACCOUNT OPTION

The Dollar Cost Averaging Fixed Account Option ("DCA Fixed Account Option") is one of the investment alternatives that you can use to establish a Dollar Cost Averaging Program, as described on page 54.

This option allows you to allocate purchase payments to the Fixed Account that will then automatically be transferred, along with interest, in equal monthly installments to the investment alternatives that you have selected. In the future, we may offer other installment frequencies in our discretion. Each purchase payment allocated to the DCA Fixed Account Option must be at least \$100.

At the time you allocate a purchase payment to the DCA Fixed Account Option, you must specify the term length over which the transfers are to take place. We use the term "Transfer Period Account" to refer to each purchase payment allocation made to the DCA Fixed Account Option for a specified term length. You establish a new Transfer Period Account each time you allocate a purchase payment to the DCA Fixed Account Option. We currently offer term lengths from which you may select for your Transfer Period Account(s), ranging from 3 to 12 months. We may modify or eliminate the term lengths we offer in the future. Refer to Appendix A for more information.

Your purchase payments will earn interest while in the DCA Fixed Account Option at the interest rate in effect at the time of the allocation, depending on the term length chosen for the Transfer Period Account and the type of Contract you have. The interest rates may also differ from those available for other Fixed Account Options. The minimum interest rate associated with the DCA Fixed Account Option is based upon state requirements and the date an application to purchase a Contract is signed. This minimum interest rate will not change after Contract issue.

You must transfer all of your money, plus accumulated interest, out of a Transfer Period Account to other investment alternatives in equal monthly installments during the term of the Transfer Period Account. We reserve the right to restrict the investment alternatives available for transfers from any Transfer Period Account. You may not transfer money from the Transfer Period Accounts to any of the Fixed Account Options available under your Contract. The first transfer will occur on the next Valuation Date after you establish a Transfer Period Account. If we do not receive an allocation instruction from you when we receive the purchase payment, we will transfer each installment to the Morgan Stanley VIS Money Market - Class Y Sub-Account until we receive a different allocation instruction. At the expiration of a Transfer Period Account any remaining amounts in the Transfer Period Account will be transferred to the Morgan Stanley VIS Money Market - Class Y Sub-Account unless you request a different investment alternative. Transferring Contract Value to the Morgan Stanley VIS Money Market - Class Y Sub-Account in this manner may not be consistent with the theory of dollar cost averaging described on page 54.

If you discontinue the DCA Fixed Account Option before the expiration of a Transfer Period Account, we will transfer any remaining amount in the Transfer Period Account to the Morgan Stanley VIS Money Market - Class Y Sub-Account unless you request a different investment alternative.

If you have a TrueReturn Option or Withdrawal Benefit Option, at the expiration of a Transfer Period Account or if you discontinue the DCA Fixed Account Option any amounts remaining in the Transfer Period Account

will be transferred according to the investment requirements applicable to the Option you selected.

You may not transfer money into the DCA Fixed Account Option or add to an existing Transfer Period Account. You may not use the Automatic Additions Program to allocate purchase payments to the DCA Fixed Account Option.

The DCA Fixed Account Option may not be available in your state. Please check with your Morgan Stanley Financial Advisor for availability.

#### STANDARD FIXED ACCOUNT OPTION

You may allocate purchase payments or transfer amounts into the Standard Fixed Account Option. Each such allocation establishes a "Guarantee Period Account" within the Standard Fixed Account Option ("Standard Fixed Guarantee Period Account"), which is defined by the date of the allocation and the length of the initial interest rate guarantee period ("Standard Fixed Guarantee Period"). You may not allocate a purchase payment or transfer to any existing Guarantee Period Account. Each purchase payment or transfer allocated to a Standard Fixed Guarantee Period Account must be at least \$100.

At the time you allocate a purchase payment or transfer amount to the Standard Fixed Account Option, you must select the Guarantee Period for that allocation from among the available Standard Fixed Guarantee Periods. For Allstate Variable Annuity Contracts, we currently offer Standard Fixed Guarantee Periods of 1, 3, 5 and 7 years in length. For Allstate Variable Annuity - L Share Contracts, we currently are not offering the Standard Fixed Account Option. Refer to Appendix A for more information. We may offer other Guarantee Periods in the future. If you allocate a purchase payment to the Standard Fixed Account Option, but do not select a Standard Fixed Guarantee Period for the new Standard Fixed Guarantee Period Account, we will allocate the purchase payment or transfer to a new Standard Fixed Guarantee Period Account with the same Standard Fixed Guarantee Period as the Standard Fixed Guarantee Period Account of your most recent purchase payment or transfer. If we no longer offer that Standard Fixed Guarantee Period, then we will allocate the purchase payment or transfer to a new Standard Fixed Guarantee Period Account with the next shortest term currently offered. If you have not made a prior allocation to a Guarantee Period Account, then we will allocate the purchase payment or transfer to a new Standard Fixed Guarantee Period Account of the shortest Standard Fixed Guarantee Period we are offering at that time.

Some Standard Fixed Guarantee Periods are not available in all states. Please check with your Morgan Stanley Financial Advisor for availability.

The amount you allocate to a Standard Fixed Guarantee Period Account will earn interest at the interest rate in effect for that Standard Fixed Guarantee Period at the time of the allocation. Interest rates may differ depending on the type of Contract you have and may also differ from those available for other Fixed Account Options. The minimum interest rate associated with the Standard Fixed Account Option is based upon state requirements and the date an application to purchase a Contract is signed. This minimum interest rate will not change after Contract issue.

In any Contract Year, the combined amount of withdrawals and transfers from a Standard Fixed Guarantee Period Account may not exceed 30% of the amount used to establish that Standard Fixed Guarantee Period Account. This limitation is waived if you withdraw your entire Contract Value. It is also waived for amounts in a Standard Fixed Guarantee Period Account during the 30 days following its renewal date ("30-Day Window"), described below, and for a single withdrawal made by your surviving spouse within one year of continuing the Contract after your death.

Amounts under the 30% limit that are not withdrawn in a Contract Year do not carry over to subsequent Contract Years.

At the end of a Standard Fixed Guarantee Period and each year thereafter, we will declare a renewal interest rate that will be guaranteed for 1 year. Subsequent renewal dates will be on the anniversaries of the first renewal date. Prior to a renewal date, we will send you a notice that will outline the options available to you. During the 30-Day Window following the expiration of a Standard Fixed Guarantee Period Account, the 30% limit for transfers and withdrawals from that Guarantee Period Account is waived and you may elect to:

- .. transfer all or part of the money from the Standard Fixed Guarantee Period Account to establish a new Guarantee Period Account within the Standard Fixed Account Option or the Market Value Adjusted Fixed Account Option, if available; or
- .. transfer all or part of the money from the Standard Fixed Guarantee Period Account to other investment alternatives available at the time; or
- .. withdraw all or part of the money from the Standard Fixed Guarantee Period Account. Withdrawal charges and taxes may apply.

Withdrawals taken to satisfy IRS minimum distribution rules will count against the 30% limit. The 30% limit will be waived for a Contract Year to the extent that:

- .. you have already exceeded the 30% limit and you must still make a withdrawal during that Contract Year to satisfy IRS minimum distribution rules; or
- .. you have not yet exceeded the 30% limit but you must make a withdrawal during that Contract Year to satisfy IRS minimum distribution rules, and such withdrawal will put you over the 30% limit.

The money in the Standard Fixed Guarantee Period Account will earn interest at the declared renewal rate

from the renewal date until the date we receive notification of your election. If we receive notification of your election to make a transfer or withdrawal from a renewing Standard Fixed Guarantee Period Account on or before the renewal date, the transfer or withdrawal will be deemed to have occurred on the renewal date. If we receive notification of your election to make a transfer or withdrawal from the renewing Standard Fixed Guarantee Period Account after the renewal date, but before the expiration of the 30-Day Window, the transfer or withdrawal will be deemed to have occurred on the day we receive such notice. Any remaining balance not withdrawn or transferred from the renewing Standard Fixed Guarantee Period Account will continue to earn interest until the next renewal date at the declared renewal rate. If we do not receive notification from you within the 30-Day Window, we will assume that you have elected to renew the Standard Fixed Guarantee Period Account and the amount in the renewing Standard Fixed Guarantee Period Account will continue to earn interest at the declared renewal rate until the next renewal date, and will be subject to all restrictions of the Standard Fixed Account Option.

The Standard Fixed Account Option currently is not available with the Allstate Variable Annuity - L Share Contract.

#### MARKET VALUE ADJUSTED FIXED ACCOUNT OPTION

You may allocate purchase payments or transfer amounts into the Market Value Adjusted Fixed Account Option. Each such allocation establishes a Guarantee Period Account within the Market Value Adjusted Fixed Account Option ("Market Value Adjusted Fixed Guarantee Period Account"), which is defined by the date of the allocation and the length of the initial interest rate guarantee period ("Market Value Adjusted Fixed Guarantee Period"). You may not allocate a purchase payment or transfer to any existing Guarantee Period Account. Each purchase payment or transfer allocated to a Market Value Adjusted Fixed Guarantee Period Account must be at least \$100.

At the time you allocate a purchase payment or transfer amount to the Market Value Adjusted Fixed Account Option, you must select the Guarantee Period for that allocation from among the Guarantee Periods available for the Market Value Adjusted Fixed Account Option ("Market Value Adjusted Fixed Guarantee Periods"). We currently offer Market Value Adjusted Fixed Guarantee Periods of 3, 5, 7, and 10 years. Refer to Appendix A for more information. We may offer other Guarantee Periods in the future. If you allocate a purchase payment to the Market Value Adjusted Fixed Account Option, but do not select a Market Value Adjusted Fixed Guarantee Period for the new Market Value Adjusted Fixed Guarantee Period Account, we will allocate the purchase payment or transfer to a new Market Value Adjusted Fixed Guarantee Period Account with the same Market Value Adjusted Fixed Guarantee Period as the Market Value Adjusted Fixed Guarantee Period Account of your most recent purchase payment or transfer. If we no longer offer that Market Value Adjusted Fixed Guarantee Period, then we will allocate the purchase payment or transfer to a new Market Value Adjusted Fixed Guarantee Period Account with the next shortest term currently offered. If you have not made a prior allocation to a Market Value Adjusted Fixed Guarantee Period Account, then we will allocate the purchase payment or transfer to a new Market Value Adjusted Fixed Guarantee Period Account of the shortest Market Value Adjusted Fixed Guarantee Period we are offering at that time. The Market Value Adjusted Fixed Account Option is not available in all states. Please check with your Morgan Stanley Financial Advisor for availability.

The amount you allocate to a Market Value Adjusted Fixed Guarantee Period Account will earn interest at the interest rate in effect for that Market Value Adjusted Fixed Guarantee Period at the time of the allocation. Interest rates may differ depending on the type of Contract you have and may also differ from those available for other Fixed Account Options.

Withdrawals and transfers from a Market Value Adjusted Fixed Guarantee Period Account may be subject to a Market Value Adjustment. A Market Value Adjustment may also apply to amounts in the Market Value Adjusted Fixed Account Option if we pay Death Proceeds or if the Payout Start Date begins on a day other than during the 30-day period after such Market Value Adjusted Fixed Guarantee Period Account expires ("30-Day MVA Window"). We will not make a Market Value Adjustment if you make a transfer or withdrawal during the 30-Day MVA Window.

We apply a Market Value Adjustment to reflect changes in interest rates from the time you first allocate money to a Market Value Adjusted Fixed Guarantee Period Account to the time the money is taken out of that Market Value Adjusted Fixed Guarantee Period Account under the circumstances described above. We use the U.S. Treasury Note Constant Maturity Yield as reported in Federal Reserve Board Statistical Release H.15 ("Treasury Rate") to calculate the Market Value Adjustment. We do so by comparing the Treasury Rate for a maturity equal to the Market Value Adjusted Fixed Guarantee Period at the time the Market Value Adjusted Fixed Guarantee Period Account is established with the Treasury Rate for the same maturity at the time the money is taken from the Market Value Adjusted Fixed Guarantee Period Account.

The Market Value Adjustment may be positive or negative, depending on changes in interest rates. As such, you bear the investment risk associated with changes in interest rates. If interest rates have increased since the establishment of a Market Value Adjusted Fixed Guarantee Period Account, the Market Value

Adjustment, together with any applicable withdrawal charges, premium taxes, and income tax withholdings could reduce the amount you receive upon full withdrawal from a Market Value Adjusted Fixed Guarantee Period Account to an amount less than the purchase payment used to establish that Market Value Adjusted Fixed Guarantee Period Account.

Generally, if at the time you establish a Market Value Adjusted Fixed Guarantee Period Account, the Treasury Rate for a maturity equal to that Market Value Adjusted Fixed Guarantee Period is higher than the applicable Treasury Rate at the time money is to be taken from the Market Value Adjusted Fixed Guarantee Period Account, the Market Value Adjustment will be positive. Conversely, if at the time you establish a Market Value Adjusted Fixed Guarantee Period Account, the applicable Treasury Rate is lower than the applicable Treasury Rate at the time the money is to be taken from the Market Value Adjusted Fixed Guarantee Period Account, the Market Value Adjustment will be negative.

For example, assume that you purchase a Contract and allocate part of the initial purchase payment to the Market Value Adjusted Fixed Account Option to establish a 5-year Market Value Adjusted Fixed Guarantee Period Account. Assume that the 5-year Treasury Rate at that time is 4.50%. Next, assume that at the end of the 3rd year, you withdraw money from the Market Value Adjusted Fixed Guarantee Period Account. If, at that time, the 5-year Treasury Rate is 4.20%, then the Market Value Adjustment will be positive. Conversely, if the 5-year Treasury Rate at that time is 4.80%, then the Market Value Adjustment will be negative.

The formula used to calculate the Market Value Adjustment and numerical examples illustrating its application are shown in Appendix B of this prospectus.

At the end of a Market Value Adjusted Fixed Guarantee Period, the Market Value Adjusted Fixed Guarantee Period Account expires and we will automatically transfer the money from such Guarantee Period Account to establish a new Market Value Adjusted Fixed Guarantee Period Account with the same Market Value Adjusted Fixed Guarantee Period, unless you notify us otherwise. The new Market Value Adjusted Fixed Guarantee Period Account will be established as of the day immediately following the expiration date of the expiring Market Value Adjusted Fixed Guarantee Period Account ("New Account Start Date.") If the Market Value Adjusted Fixed Guarantee Period is no longer being offered, we will establish a new Market Value Adjusted Fixed Guarantee Period Account with the next shortest Market Value Adjusted Fixed Guarantee Period available. Prior to the expiration date, we will send you a notice, which will outline the options available to you. During the 30-Day MVA Window a Market Value Adjustment will not be applied to transfers and withdrawals from the expiring Market Value Adjusted Fixed Guarantee Period Account and you may elect to:

- .. transfer all or part of the money from the Market Value Adjusted Fixed Guarantee Period Account to establish a new Guarantee Period Account within the Standard Fixed Account Option or the Market Value Adjusted Fixed Account Option, if available; or
- .. transfer all or part of the money from the Market Value Adjusted Fixed Guarantee Period Account to other investment alternatives available at the time; or
- .. withdraw all or part of the money from the Market Value Adjusted Fixed Guarantee Period Account. Withdrawal charges and taxes may apply.

The money in the Market Value Adjusted Fixed Guarantee Period Account will earn interest at the interest rate declared for the new Market Value Adjusted Fixed Guarantee Period Account from the New Account Start Date until the date we receive notification of your election. If we receive notification of your election to make a transfer or withdrawal from an expiring Market Value Adjusted Fixed Guarantee Period Account on or before the New Account Start Date, the transfer or withdrawal will be deemed to have occurred on the New Account Start Date. If we receive notification of your election to make a transfer or withdrawal from the expiring Market Value Adjusted Fixed Guarantee Period Account after the New Account Start Date, but before the expiration of the 30-Day MVA Window, the transfer or withdrawal will be deemed to have occurred on the day we receive such notice. Any remaining balance not withdrawn or transferred will earn interest for the term of the new Market Value Adjusted Fixed Guarantee Period Account, at the interest rate declared for such Account. If we do not receive notification from you within the 30-Day Window, we will assume that you have elected to transfer the amount in the expiring Market Value Adjusted Fixed Guarantee Period Account to establish a new Market Value Adjusted Fixed Guarantee Period Account with the same Market Value Adjusted Fixed Guarantee Period, and the amount in the new Market Value Adjusted Fixed Guarantee Period Account will continue to earn interest at the interest rate declared for the new Market Value Adjusted Fixed Guarantee Period Account, and will be subject to all restrictions of the Market Value Adjusted Fixed Account Option. If we no longer offer that Market Value Adjusted Fixed Guarantee Period, the Market Value Adjusted Fixed Guarantee Period for the new Market Value Adjusted Fixed Guarantee Period Account will be the next shortest term length we offer for the Market Value Adjusted Fixed Account Option at that time, and the interest rate will be the rate declared by us at that time for such term.

#### TRANSFERS DURING THE ACCUMULATION PHASE

During the Accumulation Phase, you may transfer Contract Value among the investment alternatives. You may not transfer Contract Value to the DCA Fixed Account Option or add to an existing Transfer Period Account. You may request transfers in writing on a form that we provided or by telephone according to the procedure described below.

You may make up to 12 transfers per Contract Year without charge. A transfer fee equal to 1.00% of the amount transferred applies to each transfer after the 12th transfer in any Contract Year. This fee may be changed, but in no event will it exceed 2.00% of the amount transferred. Multiple transfers on a single Valuation Date are considered a single transfer for purposes of assessing the transfer fee. If you added the TrueReturn Option or a Withdrawal Benefit Option to your Contract, certain restrictions on transfers apply. See the "TrueReturn/SM/ Accumulation Benefit Option" and "Withdrawal Benefit Options" sections of this prospectus for more information.

The minimum amount that you may transfer from the Standard Fixed Account Option, Market Value Adjusted Fixed Account Option or a Variable Sub-Account is \$100 or the total remaining balance in the Standard Fixed Account Option, Market Value Adjusted Fixed Account Option or the Variable Sub-Account, if less. These limitations do not apply to the DCA Fixed Account Option. The total amount that you may transfer or withdraw from a Standard Fixed Guarantee Period Account in a Contract Year is 30% of the amount used to establish that Guarantee Period Account. See "Standard Fixed Account Option". The minimum amount that can be transferred to the Standard Fixed Account Option and the Market Value Adjusted Fixed Account Option is \$100.

We will process transfer requests that we receive before 3:00 p.m. Central Time on any Valuation Date using the Accumulation Unit Values for that Date. We will process requests completed after 3:00 p.m. on any Valuation Date using the Accumulation Unit Values for the next Valuation Date. The Contract permits us to defer transfers from the Fixed Account Options for up to 6 months from the date we receive your request. If we decide to postpone transfers from any Fixed Account Option for 30 days or more, we will pay interest as required by applicable law. Any interest would be payable from the date we receive the transfer request to the date we make the transfer.

We reserve the right to waive any transfer restrictions.

#### TRANSFERS DURING THE PAYOUT PHASE

During the Payout Phase, you may make transfers among the Variable Sub-Accounts so as to change the relative weighting of the Variable Sub-Accounts on which your variable income payments will be based. You may make up to 12 transfers per Contract Year within each Income Plan. You may not convert any portion of your fixed income payments into variable income payments. You may not make transfers among Income Plans. You may make transfers from the variable income payments to the fixed income payments to increase the proportion of your income payments consisting of fixed income payments, unless you have selected the Income Protection Benefit Option.

#### TELEPHONE OR ELECTRONIC TRANSFERS

You may make transfers by telephone by calling 1-800-457-7617. The cut-off time for telephone transfer requests is 3:00 p.m. Central Time. In the event that the New York Stock Exchange closes early, i.e., before 3:00 p.m. Central Time, or in the event that the Exchange closes early for a period of time but then reopens for trading on the same day, we will process telephone transfer requests as of the close of the Exchange on that particular day. We will not accept telephone requests received from you at any telephone number other than the number that appears in this paragraph or received after the close of trading on the Exchange. If you own the Contract with a joint Contract Owner, unless we receive contrary instructions, we will accept instructions from either you or the other Contract Owner.

We may suspend, modify or terminate the telephone transfer privilege, as well as any other electronic or automated means we previously approved, at any time without notice.

We use procedures that we believe provide reasonable assurance that the telephone transfers are genuine. For example, we tape telephone conversations with persons purporting to authorize transfers and request identifying information. Accordingly, we disclaim any liability for losses resulting from allegedly unauthorized telephone transfers. However, if we do not take reasonable steps to help ensure that a telephone authorization is valid, we may be liable for such losses.

#### MARKET TIMING & EXCESSIVE TRADING

The Contracts are intended for long-term investment. Market timing and excessive trading can potentially dilute the value of Variable Sub-Accounts and can disrupt management of a Portfolio and raise its expenses, which can impair Portfolio performance and adversely affect your Contract Value. Our policy is not to accept knowingly any money intended for the purpose of market timing or excessive trading. Accordingly, you should not invest in the Contract if your purpose is to engage in market timing or excessive trading, and you should refrain from such practices if you currently own a Contract.



We seek to detect market timing or excessive trading activity by reviewing trading activities. Portfolios also may report suspected market-timing or excessive trading activity to us. If, in our judgment, we determine that the transfers are part of a market timing strategy or are otherwise harmful to the underlying Portfolio, we will impose the trading limitations as described below under "Trading Limitations." Because there is no universally accepted definition of what constitutes market timing or excessive trading, we will use our reasonable judgment based on all of the circumstances.

While we seek to deter market timing and excessive trading in Variable Sub-Accounts, because our procedures involve the exercise of reasonable judgment, we may not identify or prevent some market timing or excessive trading. Moreover, imposition of trading limitations is triggered by the detection of market timing or excessive trading activity, and the trading limitations are not applied prior to detection of such trading activity. Therefore, our policies and procedures do not prevent such trading activity before it is detected. As a result, some investors may be able to engage in market timing and excessive trading, while others are prohibited, and the Portfolio may experience the adverse effects of market timing and excessive trading described above.

#### TRADING LIMITATIONS

We reserve the right to limit transfers among the investment alternatives in any Contract year, require that all future transfer requests be submitted through U.S. Postal Service First Class Mail thereby refusing to accept transfer requests via telephone, facsimile, Internet, or overnight delivery, or to refuse any transfer request, if:

- .. we believe, in our sole discretion, that certain trading practices, such as excessive trading, by, or on behalf of, one or more Contract Owners, or a specific transfer request or group of transfer requests, may have a detrimental effect on the Accumulation Unit Values of any Variable Sub-Account or on the share prices of the corresponding Portfolio or otherwise would be to the disadvantage of other Contract Owners; or
- .. we are informed by one or more of the Portfolios that they intend to restrict the purchase, exchange, or redemption of Portfolio shares because of excessive trading or because they believe that a specific transfer or group of transfers would have a detrimental effect on the prices of Portfolio shares.

In making the determination that trading activity constitutes market timing or excessive trading, we will consider, among other things:

- .. the total dollar amount being transferred, both in the aggregate and in the transfer request;
- .. the number of transfers you make over a period of time and/or the period of time between transfers (note: one set of transfers to and from a Variable Sub-Account in a short period of time can constitute market timing);
- .. whether your transfers follow a pattern that appears designed to take advantage of short term market fluctuations, particularly within certain Variable Sub-Account underlying Portfolios that we have identified as being susceptible to market timing activities (e.g., International, High Yield, and Small Cap Variable Sub-Accounts);
- .. whether the manager of the underlying Portfolio has indicated that the transfers interfere with Portfolio management or otherwise adversely impact the Portfolio; and
- .. the investment objectives and/or size of the Variable Sub-Account underlying Portfolio.

We seek to apply these trading limitations uniformly. However, because these determinations involve the exercise of discretion, it is possible that we may not detect some market timing or excessive trading activity. As a result, it is possible that some investors may be able to engage in market timing or excessive trading activity, while others are prohibited, and the Portfolio may experience the adverse effects of market timing and excessive trading described above.

If we determine that a Contract Owner has engaged in market timing or excessive trading activity, we will require that all future transfer requests be submitted through U.S. Postal Service First Class Mail thereby refusing to accept transfer requests via telephone, facsimile, Internet, or overnight delivery. If we determine that a Contract Owner continues to engage in a pattern of market timing or excessive trading activity we will restrict that Contract Owner from making future additions or transfers into the impacted Variable Sub-Account(s) or will restrict that Contract Owner from making future additions or transfers into the class of Variable Sub-Account(s) if the Variable Sub-Account(s) involved are vulnerable to arbitrage market timing trading activity (e.g., International, High Yield, and Small Cap Variable Sub-Accounts).

In our sole discretion, we may revise our Trading Limitations at any time as necessary to better deter or minimize market timing and excessive trading or to comply with regulatory requirements.

#### SHORT TERM TRADING FEES

The underlying Portfolios are authorized by SEC regulation to adopt and impose redemption fees if a Portfolio's Board of Directors determines that such fees are necessary to minimize or eliminate short-term transfer activity that can reduce or dilute the value of outstanding shares issued by the Portfolio. The Portfolio will set the parameters relating to the redemption fee and such

parameters may vary by Portfolio. If a Portfolio elects to adopt and charge redemption fees, these fees will be passed on to the Contract Owner(s) responsible for the short-term transfer activity generating the fee.

We will administer and collect redemption fees in connection with transfers between the Variable Sub-Accounts and forward these fees to the Portfolio. Please consult the Portfolio's prospectus for more complete information regarding the fees and charges associated with each Portfolio.

#### DOLLAR COST AVERAGING PROGRAM

Through our Dollar Cost Averaging Program, you may automatically transfer a fixed dollar amount on a regular basis from any Variable Sub-Account or any Fixed Account Option to any of the other Variable Sub-Accounts. You may not use the Dollar Cost Averaging Program to transfer amounts to the Fixed Account Options. This program is available only during the Accumulation Phase.

We will not charge a transfer fee for transfers made under this Program, nor will such transfers count against the 12 transfers you can make each Contract Year without paying a transfer fee.

The theory of dollar cost averaging is that if purchases of equal dollar amounts are made at fluctuating prices, the aggregate average cost per unit will be less than the average of the unit prices on the same purchase dates. However, participation in this Program does not assure you of a greater profit from your purchases under the Program nor will it prevent or necessarily reduce losses in a declining market. Call or write us for instructions on how to enroll.

#### AUTOMATIC PORTFOLIO REBALANCING PROGRAM

Once you have allocated your money among the Variable Sub-Accounts, the performance of each Sub-Account may cause a shift in the percentage you allocated to each Sub-Account. If you select our Automatic Portfolio Rebalancing Program, we will automatically rebalance the Contract Value in each Variable Sub-Account and return it to the desired percentage allocations. Money you allocate to the Fixed Account will not be included in the rebalancing.

We will rebalance your account quarterly, semi-annually, or annually. We will measure these periods according to your instructions. We will transfer amounts among the Variable Sub-Accounts to achieve the percentage allocations you specify. You can change your allocations at any time by contacting us in writing or by telephone. The new allocation will be effective with the first rebalancing that occurs after we receive your written or telephone request. We are not responsible for rebalancing that occurs prior to receipt of proper notice of your request.

#### Example:

Assume that you want your initial purchase payment split among 2 Variable Sub-Accounts. You want 40% to be in the Morgan Stanley VIS Income Plus - Class Y Sub-Account and 60% to be in the Van Kampen LIT Mid Cap Growth, Class II Sub-Account. Over the next 2 months the bond market does very well while the stock market performs poorly. At the end of the first quarter, the Morgan Stanley VIS Income Plus - Class Y Sub-Account now represents 50% of your holdings because of its increase in value. If you choose to have your holdings in a Contract or Contracts rebalanced quarterly, on the first day of the next quarter we would sell some of your units in the Morgan Stanley VIS Income Plus - Class Y Sub-Account for the appropriate Contract(s) and use the money to buy more units in the Van Kampen LIT Mid Cap Growth, Class II Sub-Account so that the percentage allocations would again be 40% and 60% respectively.

The transfers made under the program do not count towards the 12 transfers you can make without paying a transfer fee, and are not subject to a transfer fee.

Portfolio rebalancing is consistent with maintaining your allocation of investments among market segments, although it is accomplished by reducing your Contract Value allocated to the Variable Sub-Accounts that performed better during the previous time period.

#### Expenses

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As a Contract Owner, you will bear, directly or indirectly, the charges and expenses described below.

#### CONTRACT MAINTENANCE CHARGE

During the Accumulation Phase, on each Contract Anniversary, we will deduct a \$30 contract maintenance charge from your assets invested in the Morgan Stanley VIS Money Market Variable Sub-Account. If there are insufficient assets in that Variable Sub-Account, we will deduct the balance of the charge proportionally from the other Variable Sub-Accounts. We also will deduct this charge if you withdraw your entire Contract Value, unless your Contract qualifies for a waiver. During the Payout Phase, we will deduct the charge proportionately from each income payment.

The charge is to compensate us for the cost of administering the Contracts and the Variable Account. Maintenance costs include expenses we incur in billing and collecting purchase payments; keeping records; processing death claims, cash withdrawals, and policy changes; proxy statements; calculating Accumulation Unit Values and income payments; and issuing reports to Contract Owners and regulatory agencies. We cannot increase the charge. We will waive this charge:

.. for the remaining term of the Contract once your total purchase payments to the Contract equal \$50,000 or more; or



.. for a Contract Anniversary, if on that date, your entire Contract Value is allocated to the Fixed Account Options, or after the Payout Start Date, if all income payments are fixed income payments.

We reserve the right to waive this charge for all Contracts.

#### ADMINISTRATIVE EXPENSE CHARGE

For Contracts issued before January 1, 2005 and for Contracts issued on or after October 17, 2005, we deduct an administrative expense charge at an annual rate of 0.19% of the average daily net assets you have invested in the Variable Sub-Accounts. For Contracts issued on or after January 1, 2005 and prior to October 17, 2005, we deduct an administrative expense charge at an annual rate of 0.30% of the average daily net assets you have invested in the Variable Sub-Accounts. Effective October 17, 2005 and thereafter, the administrative expense charge we deduct for such Contracts is at an annual rate of 0.19% of the average daily net assets you have invested in the Variable Sub-Accounts. We intend this charge to cover actual administrative expenses that exceed the revenues from the contract maintenance charge. There is no necessary relationship between the amount of administrative charge imposed on a given Contract and the amount of expenses that may be attributed to that Contract. We assess this charge each day during the Accumulation Phase and the Payout Phase. We may increase this charge for Contracts issued in the future, but in no event will it exceed 0.35%. We guarantee that after your Contract is issued we will not increase this charge for your Contract.

#### MORTALITY AND EXPENSE RISK CHARGE

We deduct a mortality and expense risk charge daily from the net assets you have invested in the Variable Sub-Accounts. We assess mortality and expense risk charges during the Accumulation and Payout Phases of the Contract, except as noted below. The annual mortality and expense risk charge for the Contracts without any optional benefit are as follows:

Allstate Variable Annuity	1.10%
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Allstate Variable Annuity - L Share	1.50%
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The mortality and expense risk charge is for all the insurance benefits available with your Contract (including our guarantee of annuity rates and the death benefits), for certain expenses of the Contract, and for assuming the risk (expense risk) that the current charges will not be sufficient in the future to cover the cost of administering the Contract. If the charges under the Contract are not sufficient, then we will bear the loss. We charge an additional amount for the optional benefits to compensate us for the additional risk that we accept by providing these options.

You will pay additional mortality and expense risk charges if you add any optional benefits to your Contract. The additional mortality and expense risk charge you pay will depend upon which of the options you select:

- .. MAV Death Benefit Option: The current mortality and expense risk charge for this option is 0.20%. This charge may be increased, but will never exceed 0.30%. We guarantee that we will not increase the mortality and expense risk charge for this option after you have added it to your Contract. We deduct the charge for this option only during the Accumulation Phase.
- .. Enhanced Beneficiary Protection (Annual Increase) Option: The current mortality and expense risk charge for this option is 0.30%. This charge will never exceed 0.30%. We guarantee that we will not increase the mortality and expense risk charge for this option after you have added it to your Contract. We deduct the charge for this option only during the Accumulation Phase.
- .. Earnings Protection Death Benefit Option: The current mortality and expense risk charge for this option is:
  - . 0.25% (maximum of 0.35%) if the oldest Contract Owner and oldest Annuitant are age 70 or younger on the Rider Application Date;
  - . 0.40% (maximum of 0.50%) if the oldest Contract Owner or oldest Annuitant is age 71 or older and both are age 79 or younger on the Rider Application Date.

The charges may be increased but they will never exceed the maximum charges shown above. We guarantee that we will not increase the mortality and expense risk charge for this option after you have added it to your Contract. However, if your spouse elects to continue the Contract in the event of your death and if he or she elects to continue the Earnings Protection Death Benefit Option, the charge will be based on the ages of the oldest new Contract Owner and the oldest Annuitant at the time the Contract is continued. Refer to the Death Benefit Payments provision in this prospectus for more information. We deduct the charge for this option only during the Accumulation Phase.

- .. Income Protection Benefit Option: The current mortality and expense risk charge for this option is 0.50%. This charge may be increased, but will never exceed 0.75%. We guarantee that we will not increase the mortality and expense risk charge for this option after you have added it to your Contract. The charge will be deducted only during the Payout Phase.

#### TRUEReturn/SM/ ACCUMULATION BENEFIT OPTION FEE

We charge a separate annual Rider Fee for the TrueReturn Option. The current

annual Rider Fee is 0.50% of the Benefit Base. We deduct the Rider Fee on

each Contract Anniversary during the Rider Period or until you terminate the Option, if earlier. We reserve the right to increase the Rider Fee to up to 1.25%. We currently charge the same Rider Fee regardless of the Rider Period and Guarantee Option you select, however we reserve the right to charge different fees for different Rider Periods and Guarantee Options in the future. However, once we issue your Option, we cannot change the Rider Fee that applies to your Contract. If you elect to exercise the Rider Trade-In Option, the new Rider Fee will be based on the Rider Fee percentage applicable to a new TrueReturn Option at the time of trade-in.

The Rider Fee is deducted only from the Variable Sub-Account(s) on a pro rata basis in the proportion that your value in each Variable Sub-Account bears to your total value in all Variable Sub-Accounts. Rider Fees will decrease the number of Accumulation Units in each Variable Sub-Account. If you terminate this Option prior to the Rider Maturity Date on a date other than a Contract Anniversary, we will deduct an entire Rider Fee from your Contract Value on the date the Option is terminated. However, if the Option is terminated due to death of the Contract Owner or Annuitant, we will not charge a Rider Fee unless the date we receive a Complete Request for Settlement of the Death Proceeds is also a Contract Anniversary. If the Option is terminated on the Payout Start Date, we will not charge a Rider Fee unless the Payout Start Date is also a Contract Anniversary. Additionally, if you elect to exercise the Rider Trade-In Option and cancel the Option on a date other than a Contract Anniversary, we will not deduct a Rider Fee on the date the Option is terminated. Refer to the "TrueReturn/sm/ Accumulation Benefit Option" section of this prospectus for more information.

**SPOUSAL PROTECTION BENEFIT(CO-ANNUITANT) OPTION FEE AND SPOUSAL PROTECTION BENEFIT(CO-ANNUITANT) OPTION FOR CUSTODIAL INDIVIDUAL RETIREMENT ACCOUNTS FEE**  
We charge a separate annual Rider Fee for both the Spousal Protection Benefit (Co-Annuitant) Option and Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts. The current annual Rider Fee is 0.10% of the Contract Value for either Option. This applies to all new Options added on or after January 1, 2005. For Options added prior to January 1, 2005, there is no charge associated with the Options. We deduct the Rider Fee on each Contract Anniversary up to and including the date you terminate the Option. We reserve the right to increase the annual Rider Fee to up to 0.15% of the Contract Value. We reserve the right to charge different Rider Fees for new Spousal Protection Benefit (Co-Annuitant) Options and/or new Spousal Protection Benefit (Co-Annuitant) Options for Custodial Individual Retirement Accounts we offer in the future. Once we issue your Option, we cannot change the Rider Fee that applies to your Contract.

The Rider Fee is deducted only from the Variable Sub-Account(s) on a pro-rata basis in the proportion that your value in each Variable Sub-Account bears to your total value in all Variable Sub-Accounts. Rider Fees will decrease the number of Accumulation Units in each Variable Sub-Account. If, at the time the Rider Fee is deducted, the Rider Fee exceeds the total value in all Variable Sub-Accounts, the excess of the Rider Fee over the total value in all Variable Sub-Accounts will be waived.

The first Rider Fee will be deducted on the first Contract Anniversary following the Rider Date. A Rider Fee will be deducted on each subsequent Contract Anniversary up to and including the date the Option is terminated. We will not charge a Rider Fee on the date the Option is terminated, on a date other than the Contract Anniversary, if the Option is terminated on the Payout Start Date or due to death of the Contract Owner or Annuitant.

For the first Contract Anniversary following the Rider Date, the Rider Fee is equal to the number of months from the Rider Date to the first Contract Anniversary, divided by twelve, multiplied by 0.10%, with the result multiplied by the Contract Value as of the first Contract Anniversary. For subsequent Contract Anniversaries, the Rider Fee is equal to 0.10% multiplied by the Contract Value as of that Contract Anniversary. If you terminate this Option on a date other than a Contract Anniversary, we will deduct a Rider Fee. The Rider Fee will be pro-rated to cover the period from the last Contract Anniversary to the date of termination, or if you terminate this Option during the first Benefit Year, from the Rider Date to the date of termination. The pro-rated Rider Fee will be equal to the number of full months from the Contract Anniversary to the date of termination, or if you terminate this Option during the first Contract Year after adding the Option, the number of full months from the Rider Date to the date of termination, divided by twelve, multiplied by 0.10%, with the result multiplied by the Contract Value immediately prior to the termination.

#### RETIREMENT INCOME GUARANTEE OPTION FEE

We discontinued offering the Retirement Income Guarantee Options as of January 1, 2004 (up to May 1, 2004 in certain states). Fees described below apply to Contract Owners who selected an Option prior to January 1, 2004 (up to May 1, 2004 in certain states). We impose a separate annual Rider Fee for RIG 1 and RIG 2. The current annual Rider Fee for RIG 1 is 0.40% of the Income Base on each Contract Anniversary. The current annual Rider Fee for RIG 2 is 0.55% of the Income Base on each Contract Anniversary. See "Retirement Income Guarantee Options" for details.

We deduct the Rider Fees only from the Variable Sub-Account(s) on a pro-rata basis. For the initial Contract Anniversary after the Rider Date, we will

deduct a fee pro rated to cover the period from the Rider Date to the Contract Anniversary. In the case of a full withdrawal of the Contract Value on any date other than the Contract Anniversary, we will deduct from the amount paid upon withdrawal the Rider Fee multiplied by the appropriate Income Base immediately prior to the withdrawal pro rated to cover the period the Option was in effect during the current Contract Year. We will not deduct the Rider Fee during the Payout Phase.

#### WITHDRAWAL BENEFIT OPTION FEE

Effective May 1, 2006, we ceased offering the SureIncome Option except in a limited number of states. We charge separate annual Rider Fees for each of the SureIncome Option (the "SureIncome Option Fee"), the SureIncome Plus Option (the "SureIncome Plus Option Fee"), and the SureIncome For Life Option (the "SureIncome For Life Option Fee"). Collectively, we refer to the SureIncome Option Fee, the SureIncome Plus Option Fee and the SureIncome For Life Option Fee as the "Withdrawal Benefit Option Fees". "Withdrawal Benefit Option Fee" is used to refer to any one of the Withdrawal Benefit Option Fees.

The current annual SureIncome Option Fee is 0.50% of the Benefit Base. The current annual SureIncome Plus Option Fee and the current annual SureIncome For Life Option Fee are each 0.65% of the Benefit Base. We reserve the right to increase any Withdrawal Benefit Option Fee to up to 1.25% of the Benefit Base. We reserve the right to charge a different Withdrawal Benefit Option Fee for different Withdrawal Benefit Factors or Withdrawal Benefit Options we may offer in the future. Once we issue your Withdrawal Benefit Option, we cannot change the Withdrawal Benefit Option Fee that applies to your Contract. If applicable, if you elect to exercise the Rider Trade-In Option, the new Withdrawal Benefit Option Fee will be based on the Withdrawal Benefit Option Fee percentage applicable to a new Withdrawal Benefit Option available at the time of trade-in.

We deduct the Withdrawal Benefit Option Fees on each Contract Anniversary up to and including the date you terminate the Option. The Withdrawal Benefit Option Fees are deducted only from the Variable Sub-Account(s) on a pro-rata basis in the proportion that your Contract Value in each Variable Sub-Account bears to your total Contract Value in all Variable Sub-Accounts. The Withdrawal Benefit Option Fee will decrease the number of Accumulation Units in each Variable Sub-Account. If, at the time the Withdrawal Benefit Option Fee is deducted, the Withdrawal Benefit Option Fee exceeds the total Contract Value in all Variable Sub-Accounts, the excess of the Withdrawal Benefit Option Fee over the total Contract Value in all Variable Sub-Accounts will be waived.

The first Withdrawal Benefit Option Fee will be deducted on the first Contract Anniversary following the Rider Date. A Withdrawal Benefit Option Fee will be deducted on each subsequent Contract Anniversary up to and including the date the Withdrawal Benefit Option is terminated.

For the first Contract Anniversary following the Rider Date, the SureIncome Option Fee is equal to the number of full months from the Rider Date to the first Contract Anniversary, divided by twelve, multiplied by 0.50%, with the result multiplied by the Benefit Base on the first Contract Anniversary. For subsequent Contract Anniversaries, the SureIncome Option Fee is equal to 0.50% multiplied by the Benefit Base as of that Contract Anniversary.

For the first Contract Anniversary following the Rider Date, the SureIncome Plus Option Fee and the SureIncome For Life Option Fee are each equal to the number of full months from the Rider Date to the first Contract Anniversary, divided by twelve, multiplied by 0.65%, with the result multiplied by the Benefit Base on the first Contract Anniversary increased by purchase payments and decreased by withdrawals, but prior to the Benefit Base being recalculated based on the Contract Value. For subsequent Contract Anniversaries, the SureIncome Plus Option Fee and the SureIncome For Life Option Rider Fee are each equal to 0.65% multiplied by the Benefit Base on that Contract Anniversary increased by purchase payments and decreased by withdrawals, but prior to the Benefit Base being recalculated based on the Contract Value for any of the ten Contract Anniversaries after the Rider Date. As previously stated, we will deduct Withdrawal Benefit Option Fees on each Contract Anniversary up to and including the date you terminate the Option.

If you terminate the SureIncome Option or the SureIncome Plus Option on a date other than a Contract Anniversary, we will deduct the Withdrawal Benefit Option Fee unless the termination is on the Payout Start Date or is due to the death of the Contract Owner or Annuitant. If you terminate the SureIncome For Life Option on a date other than a Contract Anniversary, we will deduct the SureIncome For Life Option Fee unless the termination is on the Payout Start Date or is due to the death of the Contract Owner, Annuitant, or the death of the SureIncome Covered Life. The Withdrawal Benefit Option Fee will be pro-rated to cover the period from the last Contract Anniversary to the date of termination or, if you terminate the Withdrawal Benefit Option during the first Benefit Year, from the Rider Date to the date of termination. For the SureIncome Option, the pro-rated SureIncome Option Fee will be equal to the number of full months from the Contract Anniversary to the date of termination or, if you terminate the SureIncome Option during the first Benefit Year, the number of full months from the Rider Date to the date of termination, divided by twelve, multiplied by 0.50%, with the result multiplied by the Benefit Base immediately prior to the withdrawal or termination. For the SureIncome Plus Option and the



SureIncome For Life Option, the pro-rated Withdrawal Benefit Option Fee will be equal to the number of full months from the Contract Anniversary to the date of termination or, if you terminate the Withdrawal Benefit Option during the first Benefit Year, the number of full months from the Rider Date to the date of termination, divided by twelve, multiplied by 0.65%, with the result multiplied by the Benefit Base immediately prior to the withdrawal or termination. The Withdrawal Benefit Option Fee will be waived during the Withdrawal Benefit Payout Phase.

#### TRANSFER FEE

We impose a fee upon transfers in excess of 12 during any Contract Year. The current fee is equal to 1.00% of the dollar amount transferred. This fee may be increased, but in no event will it exceed 2.00% of the dollar amount transferred. We will not charge a transfer fee on transfers that are part of a Dollar Cost Averaging Program or Automatic Portfolio Rebalancing Program.

#### WITHDRAWAL CHARGE

We may assess a withdrawal charge from the purchase payment(s) you withdraw. The amount of the charge will depend on the number of years that have elapsed since we received the purchase payment being withdrawn. A schedule showing the withdrawal charges applicable to each Contract appears on page 12. If you make a withdrawal before the Payout Start Date, we will apply the withdrawal charge percentage in effect on the date of the withdrawal, or the withdrawal charge percentage in effect on the following day, whichever is lower.

Withdrawals also may be subject to tax penalties or income tax. You should consult with your tax counsel or other tax advisor regarding any withdrawals.

Withdrawals from the Market Value Adjusted Fixed Account Option may be subject to a market value adjustment. Refer to page 53 for more information on market value adjustments.

#### FREE WITHDRAWAL AMOUNT

You can withdraw up to the Free Withdrawal Amount each Contract Year without paying the withdrawal charge. The Free Withdrawal Amount for a Contract Year is equal to 15% of all purchase payments that are subject to a withdrawal charge as of the beginning of that Contract Year, plus 15% of the purchase payments added to the Contract during the Contract Year. The withdrawal charge applicable to Contracts owned by Charitable Remainder Trusts is described below.

Purchase payments no longer subject to a withdrawal charge will not be used to determine the Free Withdrawal Amount for a Contract Year, nor will they be assessed a withdrawal charge, if withdrawn. The Free Withdrawal Amount is not available in the Payout Phase.

You may withdraw up to the Free Withdrawal Amount in each Contract Year it is available without paying a withdrawal charge; however, the amount withdrawn may be subject to a Market Value Adjustment or applicable taxes. If you do not withdraw the entire Free Withdrawal Amount in a Contract Year, any remaining portion may not be carried forward to increase the Free Withdrawal Amount in a later Contract Year.

For purposes of assessing the withdrawal charge, we will treat withdrawals as coming from the oldest purchase payments first as follows:

- 1) Purchase payments that no longer are subject to withdrawal charges;
- 2) Free Withdrawal Amount (if available);
- 3) Remaining purchase payments subject to withdrawal charges, beginning with the oldest purchase payment;
- 4) Any earnings not previously withdrawn.

However, for federal income tax purposes, earnings are considered to come out first, which means that you will pay taxes on the earnings portion of your withdrawal.

If the Contract Owner is a Charitable Remainder Trust, the Free Withdrawal Amount in a Contract Year is equal to the greater of:

- .. The Free Withdrawal Amount described above; or
- .. Earnings as of the beginning of the Contract Year that have not been previously withdrawn.

For purposes of assessing the withdrawal charge for a Charitable Remainder Trust-Owned Contract, we will treat withdrawals as coming from the earnings first and then the oldest purchase payments as follows:

- 1) Earnings not previously withdrawn;
- 2) Purchase payments that are no longer subject to withdrawal charges;
- 3) Free Withdrawal Amount in excess of earnings;
- 4) Purchase payments subject to withdrawal charges, beginning with the oldest purchase payment.

#### All Contracts

We do not apply a withdrawal charge in the following situations:

- .. the death of the Contract Owner or Annuitant (unless the Settlement Value

is used);

.. withdrawals taken to satisfy IRS minimum distribution rules for the Contract; or

.. withdrawals that qualify for one of the waivers described below.

We use the amounts obtained from the withdrawal charge to pay sales commissions and other promotional or distribution expenses associated with marketing the Contracts. To the extent that the withdrawal charge does not cover all sales commissions and other promotional or distribution expenses, we may use any of our corporate

assets, including potential profit which may arise from the mortality and expense risk charge or any other charges or fee described above, to make up any difference.

Withdrawals taken prior to the Payout Start Date are generally considered to come from the earnings in the Contract first. If the Contract is tax-qualified, generally all withdrawals are treated as distributions of earnings. Withdrawals of earnings are taxed as ordinary income and, if taken prior to age 59 1/2, may be subject to an additional 10% federal tax penalty. You should consult your own tax counsel or other tax advisers regarding any withdrawals.

Confinement Waiver. We will waive the withdrawal charge on any applicable withdrawal taken under your Contract if the following conditions are satisfied:

1. you or the Annuitant, if the Contract Owner is not a living person, are first confined to a long term care facility or a hospital for at least 90 consecutive days. You or the Annuitant must enter the long term care facility or hospital at least 30 days after the Issue Date,
2. we receive your request for withdrawal and Due Proof of confinement no later than 90 days following the end of your or the Annuitant's confinement at the long term care facility or hospital, and
3. a physician must have prescribed the confinement and the confinement must be medically necessary (as defined in the Contract).

"Due Proof " includes, but is not limited to, a letter signed by a physician stating the dates the Owner or Annuitant was confined, the name and location of the Long Term Care Facility or Hospital, a statement that the confinement was medically necessary, and, if released, the date the Owner or Annuitant was released from the Long Term Care Facility or Hospital.

Terminal Illness Waiver. We will waive the withdrawal charge on any applicable withdrawal under your Contract if:

1. you or the Annuitant, if the Contract Owner is not a living person, are diagnosed by a physician as having a terminal illness (as defined in the Contract) at least 30 days after the Issue Date, and
2. you provide Due Proof of diagnosis to us before or at the time you request the withdrawal.

"Due Proof " includes, but is not limited to, a letter signed by a physician stating that the Owner or Annuitant has a Terminal Illness and the date the Terminal Illness was first diagnosed.

Unemployment Waiver. We will waive the withdrawal charge on one partial or a full withdrawal taken under your Contract, if you meet the following requirements:

1. you or the Annuitant, if the Contract Owner is not a living person, become unemployed at least one year after the Issue Date,
2. you or the Annuitant receive Unemployment Compensation for at least 30 consecutive days as a result of that unemployment, and
3. you or the Annuitant claim this benefit within 180 days of your or the Annuitant's initial receipt of Unemployment Compensation.

Before we will waive any withdrawal charges, you must give us Due Proof prior to, or at the time of, the withdrawal request, that you or the Annuitant have been unemployed and have been granted Unemployment Compensation for at least 30 consecutive days.

"Unemployment Compensation" means unemployment compensation received from a unit of state or federal government in the U.S. "Due Proof " includes, but is not limited to, a legible photocopy of an unemployment compensation payment that meets the above described criteria with regard to dates and a signed letter from you stating that you or the Annuitant meet the above described criteria.

You may exercise this benefit once over the term of the Contract. Amounts withdrawn may be subject to Market Value Adjustments.

Please refer to your Contract for more detailed information about the terms and conditions of these waivers.

The laws of your state may limit the availability of these waivers and may also change certain terms and/or benefits available under the waivers. You should consult your Contract for further details on these variations. Also, even if you do not pay a withdrawal charge because of these waivers, a Market Value Adjustment may apply and you still may be required to pay taxes or tax penalties on the amount withdrawn. You should consult your tax advisor to determine the effect of a withdrawal on your taxes.

#### PREMIUM TAXES

Some states and other governmental entities (e.g., municipalities) charge premium taxes or similar taxes. We are responsible for paying these taxes and will deduct them from your Contract Value. Some of these taxes are due when the Contract is issued, others are due when income payments begin or upon surrender. Our current practice is not to charge anyone for these taxes until income payments begin or when a total withdrawal occurs including payment upon death. We may some time in the future discontinue this practice and deduct premium taxes from the purchase payments. Premium taxes generally range from 0%

to 4%, depending on the state.

At the Payout Start Date, we deduct the charge for premium taxes from each investment alternative in the proportion that the Contract Value in the investment alternative bears to the total Contract Value.

#### DEDUCTION FOR SEPARATE ACCOUNT INCOME TAXES

We are not currently maintaining a provision for taxes. In the future, however, we may establish a provision for taxes if we determine, in our sole discretion, that we will incur a tax as a result of the operation of the Variable Account. We will deduct for any taxes we incur as a result of the operation of the Variable Account, whether or not we previously made a provision for taxes and whether or not it was sufficient. Our status under the Internal Revenue Code is briefly described in the "Taxes" section of this prospectus.

#### OTHER EXPENSES

Each Portfolio deducts advisory fees and other expenses from its assets. You indirectly bear the charges and expenses of the Portfolios whose shares are held by the Variable Sub-Accounts. These fees and expenses are described in the prospectuses for the Portfolios. For a summary of Portfolio annual expenses, see pages 12-14. We may receive compensation from the investment advisers, administrators or distributors, or their affiliates, of the Portfolios in connection with the administrative, distribution, or other services we provide to the Portfolios.

#### Access to Your Money

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#### WITHDRAWALS

You can withdraw some or all of your Contract Value at any time prior to the Payout Start Date. Withdrawals also are available under limited circumstances on or after the Payout Start Date. See "Income Plans" on page 61.

The amount payable upon withdrawal is the Contract Value (or portion thereof) next computed after we receive the request for a withdrawal at our home office, adjusted by any applicable Market Value Adjustment, less any applicable withdrawal charges, income tax withholding, penalty tax, contract maintenance charge, Rider Fee, and any premium taxes. We will pay withdrawals from the Variable Account within 7 days of receipt of the request, subject to postponement in certain circumstances. You can withdraw money from the Variable Account or the Fixed Account Option(s) available under your Contract. To complete a partial withdrawal from the Variable Account, we will cancel Accumulation Units in an amount equal to the withdrawal and any applicable charges, fees and taxes.

You must name the investment alternative from which you are taking the withdrawal. If none is named, then the withdrawal request is incomplete and cannot be honored.

In general, you must withdraw at least \$50 at a time.

Withdrawals from the Standard Fixed Account Option may be subject to a restriction. See "Standard Fixed Account Options" on page 49.

Withdrawals taken prior to the Payout Start Date are generally considered to come from the earnings in the Contract first. If the Contract is tax-qualified, generally all withdrawals are treated as distributions of earnings. Withdrawals of earnings are taxed as ordinary income and, if taken prior to age 59 1/2, may be subject to an additional 10% federal penalty tax. If any withdrawal reduces your Contract Value to less than \$1,000, we will treat the request as a withdrawal of the entire Contract Value, unless a Withdrawal Benefit Option is currently attached to your Contract. See "Withdrawal Benefit Options" above for more information. If you request a total withdrawal, we may require that you return your Contract to us. Your Contract will terminate if you withdraw all of your Contract Value, subject to certain exceptions if a Withdrawal Benefit Option is currently attached to your Contract. See "Withdrawal Benefit Options" for more details. We will, however, ask you to confirm your withdrawal request before terminating your Contract. If we terminate your Contract, we will distribute to you its Contract Value, adjusted by any applicable Market Value Adjustment, less withdrawal and other charges and taxes.

#### POSTPONEMENT OF PAYMENTS

We may postpone the payment of any amounts due from the Variable Account under the Contract if:

1. The New York Stock Exchange is closed for other than usual weekends or holidays, or trading on the Exchange is otherwise restricted,
2. An emergency exists as defined by the SEC, or
3. The SEC permits delay for your protection.

We may delay payments or transfers from the Fixed Account Option(s) available under your Contract for up to 6 months or shorter period if required by law. If we delay payment or transfer for 30 days or more, we will pay interest as required by law.

#### SYSTEMATIC WITHDRAWAL PROGRAM

You may choose to receive systematic withdrawal payments on a monthly, quarterly, semi-annual, or annual basis at any time prior to the Payout Start Date. Please consult your Morgan Stanley Financial Advisor or call us at 1-800-457-7617 for more information.

Any systematic withdrawal programs based upon IRS minimum distribution requirements may be modified to ensure guarantees under any Withdrawal Benefit Option currently attached to your Contract are not impacted by the withdrawals. Withdrawals made outside of any systematic withdrawal program based upon IRS minimum distribution requirements may impact the guarantees provided under any Withdrawal Benefit Option currently attached to your Contract.

Depending on fluctuations in the value of the Variable Sub-Accounts and the value of the Fixed Account

Options, systematic withdrawals may reduce or even exhaust the Contract Value. Income taxes may apply to systematic withdrawals. Please consult your tax advisor before taking any withdrawal.

We will make systematic withdrawal payments to you or your designated payee. At our discretion, we may modify or suspend the Systematic Withdrawal Program and charge a processing fee for the service. If we modify or suspend the Systematic Withdrawal Program, existing systematic withdrawal payments will not be affected.

#### MINIMUM CONTRACT VALUE

If your request for a partial withdrawal would reduce your Contract Value to less than \$1,000, we may treat it as a request to withdraw your entire Contract Value, unless a Withdrawal Benefit Option is currently attached to your Contract. See "Withdrawal Benefit Options" above for more information. Your Contract will terminate if you withdraw all of your Contract Value. We will, however, ask you to confirm your withdrawal request before terminating your Contract. If we terminate your Contract, we will distribute to you its Contract Value, adjusted by any applicable Market Value Adjustment, less withdrawal and other charges and applicable taxes.

#### Income Payments

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#### PAYOUT START DATE

The Payout Start Date is the day that we apply your Contract Value adjusted by any applicable Market Value Adjustment and less applicable taxes to an Income Plan. The first income payment must occur at least 30 days after the Issue Date. The Payout Start Date may be no later than:

- .. the Annuitant's 99th birthday, or
- .. the 10th Contract Anniversary, if later.

You may change the Payout Start Date at any time by notifying us in writing of the change at least 30 days before the scheduled Payout Start Date. Absent a change, we will use the Payout Start Date stated in your Contract.

#### INCOME PLANS

An "Income Plan" is a series of payments made on a scheduled basis to you or to another person designated by you. You may select more than one Income Plan. If you choose more than one Income Plan, you must specify what proportions of your Contract Value, adjusted by any Market Value Adjustment and less any applicable taxes, should be allocated to each such Income Plan. For tax reporting purposes, your cost basis and any gain on the Contract will be allocated proportionally to each Income Plan you select based on the proportion of your Contract Value applied to each such Income Plan. We reserve the right to limit the number of Income Plans that you may select. If you choose to add the Income Protection Benefit Option, certain restrictions may apply as described under "Income Protection Benefit Option," below. If you do not select an Income Plan, we will make income payments in accordance with Income Plan 1 with a Guaranteed Payment Period of 10 years. If any Contract Owner dies during the Payout Phase, the new Contract Owner will be the surviving Contract Owner. If there is no surviving Contract Owner, the new Contract Owner will be the Beneficiary(ies) as described in the "Beneficiary" section of this prospectus. Any remaining income payments will be paid to the new Contract Owner as scheduled. Income payments to Beneficiaries may be subject to restrictions established by the Contract Owner. After the Payout Start Date, you may not make withdrawals (except as described below) or change your choice of Income Plan.

Currently seven Income Plans are available. Depending on the Income Plan(s) you choose, you may receive:

- .. fixed income payments;
- .. variable income payments; or
- .. a combination of the two.

A portion of each payment will be considered taxable and the remaining portion will be a non-taxable return of your investment in the Contract, which is also called the "basis." Once the basis in the Contract is depleted, all remaining payments will be fully taxable. If the Contract is tax-qualified, generally, all payments will be fully taxable. Taxable payments taken prior to age 59 1/2, may be subject to an additional 10% federal tax penalty.

The seven Income Plans are:

**Income Plan 1 - Life Income with Guaranteed Number of Payments.** Under this plan, we make periodic income payments for at least as long as the Annuitant lives. If the Annuitant dies in the Payout Phase, we will continue to pay income payments until the guaranteed number of payments has been paid. The number of months guaranteed ("Guaranteed Payment Period") may range from 0 to 360 months. If the Annuitant is age 90 or older as of the Payout Start Date, the Guaranteed Payment Period may range from 60 to 360 months.

**Income Plan 2 - Joint and Survivor Life Income with Guaranteed Number of Payments.** Under this plan, we make periodic income payments for at least as long as either the Annuitant or the joint Annuitant, named at the time the Income Plan was selected, lives. If both the Annuitant and joint Annuitant die in the Payout Phase, we will continue to pay the income payments until the

guaranteed number of payments has been paid. The Guaranteed Payment Period may range from 0 to 360 months. If either the Annuitant or joint Annuitant is age 90 or older as of the Payout Start Date, the Guaranteed Payment Period may range from 60 to 360 months. You may elect a reduced survivor plan of 50%, 66% or 75% of the payment amount. If you do not elect a reduced survivor amount, the payments will remain at 100%. If you elect a reduced survivor payment plan, the amount of each income payment initially will be higher but a reduction will take place at the later of 1) the death of an Annuitant; or 2) at the end of the guaranteed payment period.

**Income Plan 3 - Guaranteed Number of Payments.** Under this plan, we make periodic income payments for the period you have chosen. These payments do not depend on the Annuitant's life. The shortest number of months guaranteed is 60 (120 if the Payout Start Date occurs prior to the third Contract Anniversary). The longest number of months guaranteed is 360 or the number of months between the Payout Start Date and the date that the Annuitant reaches age 100, if greater. In no event may the number of months guaranteed exceed 600.

We will deduct the mortality and expense risk charge from the assets of the Variable Sub-Account supporting this Income Plan even though we may not bear any mortality risk. You may make withdrawals, change the length of the guaranteed payment period, or change the frequency of income payments under Income Plan 3. See "Modifying Payments" and "Payout Withdrawals" below for more details.

**Income Plan 4 - Life Income with Cash Refund.** Under this plan, we make periodic income payments until the death of the Annuitant. If the death of the Annuitant occurs before the total amount applied to an Income Plan is paid out, we will pay a lump sum payment of the remaining amount. Payments under this plan are available only as fixed income payments.

**Income Plan 5 - Joint Life Income with Cash Refund.** Under this plan, we make periodic income payments until the deaths of both the Annuitant and joint Annuitant. If the deaths of both the Annuitant and joint Annuitant occur before the total amount applied to an Income Plan is paid out, we will pay a lump sum payment of the remaining amount. Currently, a reduced survivor plan is not available. Payments under this plan are available only as fixed income payments.

**Income Plan 6 - Life Income with Installment Refund.** Under this plan, we make periodic income payments until the later of: (1) the death of the Annuitant; or (2) the total amount paid out under the annuity is equal to the total amount applied to the Income Plan. If the death of the Annuitant occurs before the total amount applied to an Income Plan is paid out, we will continue to make payments in the same manner until any remaining payments are paid out. Payments under this plan are available only as fixed income payments.

**Income Plan 7 - Joint Life Income with Installment Refund.** Under this plan, we make periodic income payments until the later of: (1) the deaths of both the Annuitant and joint Annuitant; or (2) the total amount paid out under the annuity is equal to the total amount applied to the Income Plan. If the deaths of both the Annuitant and joint Annuitant occur before the total amount applied to an Income Plan is paid out, we will continue to make payments in the same manner until any remaining payments are paid out. Currently, a reduced survivor plan is not available. Payments under this plan are available only as fixed income payments.

If you choose an Income Plan with payments that continue for the life of the Annuitant or joint Annuitant, we may require proof of age and sex of the Annuitant or joint Annuitant before starting income payments, and proof that the Annuitant or joint Annuitant is alive before we make each payment. Please note that under Income Plans 1 and 2, if you do not select a Guaranteed Payment Period, it is possible that the payee could receive only one income payment if the Annuitant and any joint Annuitant both die before the second income payment, or only two income payments if they die before the third income payment, and so on.

The length of any Guaranteed Payment Period under your selected Income Plan generally will affect the dollar amounts of each income payment. As a general rule, longer Guarantee Payment Periods result in lower income payments, all other things being equal. For example, if you choose an Income Plan with payments that depend on the life of the Annuitant but with no guaranteed payments, the income payments generally will be greater than the income payments made under the same Income Plan with a specified Guaranteed Payment Period.

#### Modifying Payments

After the Payout Start Date, you may make the following changes under Income Plan 3:

.. You may request to modify the length of the Guaranteed Payment Period. If you elect to change the length of the Guaranteed Payment Period, the new Guaranteed Payment Period must be within the original minimum and maximum period you would have been permitted to select on the Payout Start Date. However, the maximum payment period permitted will be shortened by the period elapsed since the original Guaranteed Payment Period began. If you change the length of your Guaranteed Payment Period, we will compute the present value of your remaining payments, using the same assumptions we would use if you were terminating the income payments, as described in Payout Withdrawal. We will then adjust the remaining



payments to equal what that value would support based on those same assumptions and based on the revised Guaranteed Payment Period.

.. You may request to change the frequency of your payments.

We currently allow you to make the changes described above once each Contract Year; on that single occasion you may make either change alone, or both simultaneously. We reserve the right to change this practice at any time without prior notice.

Changes to either the frequency of payments or length of the Guaranteed Payment Period will result in a change to the payment amount and may change the amount of each payment that is taxable to you.

Modifying payments of this Contract may not be allowed under Qualified Contracts. In order to satisfy required minimum distributions ("RMD") under current Treasury regulations, once income payments have begun over a Guaranteed Payment Period, the Guaranteed Payment Period may not be changed even if the new period is shorter than the maximum permitted. Please consult with a competent tax advisor prior to making a request to modify payments if your Contract is subject to RMD requirements.

Any change to either the frequency of payments or length of a Guaranteed Payment Period will take effect on the next payment date after we accept the requested change.

**Payout Withdrawal**

You may terminate all or a portion of the income payments being made under Income Plan 3 at any time and withdraw their present value ("withdrawal value"), subject to a Payout Withdrawal Charge, by writing to us ("Payout Withdrawal"). For variable income payments, the withdrawal value is equal to the present value of the variable income payments being terminated, calculated using a discount rate equal to the assumed investment rate that was used in determining the initial variable payment. For fixed income payments, the withdrawal value is equal to the present value of the fixed income payments being terminated, calculated using a discount rate equal to the applicable current interest rate (this may be the initial interest rate in some states.) The applicable current interest rate is the rate we are using on the date we receive your Payout Withdrawal request to determine income payments for a new annuitization with a payment period equal to the remaining payment period of the income payments being terminated.

A Payout Withdrawal must be at least \$50. If any Payout Withdrawal reduces the value of the remaining income payments to an amount not sufficient to provide an initial payment of at least \$20, we reserve the right to terminate the Contract and pay you the present value of the remaining income payments in a lump sum. If you withdraw the entire value of the remaining income payments, the Contract will terminate.

You must specify the investment alternative(s) from which you wish to make a Payout Withdrawal. If you withdraw a portion of the value of your remaining income payments, the payment period will remain unchanged and your remaining payment amounts will be reduced proportionately.

**Payout Withdrawal Charge**

To determine the Payout Withdrawal Charge, we assume that purchase payments are withdrawn first, beginning with the oldest payment. When an amount equal to all purchase payments has been withdrawn, additional withdrawals will not be assessed a Payout Withdrawal Charge.

Payout Withdrawals will be subject to a Payout Withdrawal Charge for each Contract as follows:

Contract:	Number of Complete Years Since We Received the Purchase Payment Being Withdrawn/Applicable Charge:									
	0	1	2	3	4	5	6	7	8+	
Allstate Variable Annuity	7%	7%	6%	5%	4%	3%	2%	0%	0%	
Allstate Variable Annuity - L Share	7%	6%	5%	0%						

Additional Information. We may make other Income Plans available. You may obtain information about them by writing or calling us. On the Payout Start Date, you must specify the portion of the Contract Value to be applied to variable income payments and the portion to be applied to fixed income payments. For the portion of your Contract Value to be applied to variable income payments, you must also specify the Variable Sub-Accounts on which to base the variable income payments as well as the allocation among those Variable Sub-Accounts. If you do not choose how the Contract Value is to be applied, then the portion of the Contract Value in the Variable Account on the Payout Start Date will be applied to variable income payments, according to the Variable Sub-Account allocations as of the Payout Start Date, and the remainder of the Contract Value will be applied to fixed income payments.

We will apply your Contract Value, adjusted by any applicable Market Value Adjustment, less applicable taxes, to your Income Plan(s) on the Payout Start Date. We can make income payments in monthly, quarterly, semi-annual or annual installments, as you select. If the Contract Value is less than \$2,000 when it

is applied to the Income Plan(s) you choose, or not enough to provide

an initial payment of at least \$20 when it is applied to the Income Plan(s) you choose, and state law permits, we may:

- .. terminate the Contract and pay you the Contract Value, adjusted by any applicable Market Value Adjustment and less any applicable taxes, in a lump sum instead of the periodic payments you have chosen, or
- .. reduce the frequency of your payments so that each payment will be at least \$20.

#### VARIABLE INCOME PAYMENTS

The amount of your variable income payments depends upon the investment results of the Variable Sub-Accounts you select, the premium taxes you pay, the age and sex of the Annuitant, and the Income Plan you choose. We guarantee that the payments will not be affected by: (a) company mortality experience; or (b) the amount of our administration expenses.

We cannot predict the total amount of your variable income payments, which may be more or less than your total purchase payments because (a) variable income payments vary with the investment results of the underlying Portfolios; and (b) under some of the Income Plans, we make income payments only so long as an Annuitant is alive or any applicable Guaranteed Payment Period has not yet expired.

In calculating the amount of the periodic payments in the annuity tables in the Contracts, we used an assumed investment rate ("AIR", also known as benchmark rate) of 3%. Currently, you may choose either a 6%, 5%, or 3% AIR per year. If you select the Income Protection Benefit Option, however, the 3% AIR must apply. The 6% and 5% AIR may not be available in all states (check with your representative for availability). Currently, if you do not choose one, the 5% AIR will automatically apply (except in states in which the 5% AIR is not available; in those states, the 3% AIR will automatically apply). You may not change the AIR after you have selected an Income Plan.

We reserve the right to offer other assumed investment rates. If the actual net investment return of the Variable Sub-Accounts you choose is less than the AIR, then the dollar amount of your variable income payments will decrease. The dollar amount of your variable income payments will increase, however, if the actual net investment return exceeds the AIR. The dollar amount of the variable income payments stays level if the net investment return equals the AIR. With a higher AIR, your initial income payment will be larger than with a lower AIR. While income payments continue to be made, however, this disparity will become smaller and, if the payments have continued long enough, each payment will be smaller than if you had initially chosen a lower AIR.

Please refer to the Statement of Additional Information for more detailed information as to how we determine variable income payments.

You may also elect a variable income payment stream consisting of level monthly, quarterly or semi-annual payments. If you elect to receive level monthly, quarterly or semi-annual payments, the payments must be recalculated annually. You may only elect to receive level payments at or before the Payout Start Date. If you have elected level payments for an Income Plan(s), you may not make any variable to fixed payment transfers within such Income Plan(s). We will determine the amount of each annual payment as described above, place this amount in our general account, and then distribute it in level monthly, quarterly or semi-annual payments. The sum of the level payments will exceed the annual calculated amount because of an interest rate factor we use, which may vary from year to year, but will not be less than 2% per year. We do not allow withdrawals of the annual amount unless you make a full or partial withdrawal request of the value of the remaining payments under Income Plan 3. Withdrawals will be assessed a Payout Withdrawal Charge, if applicable. If the Annuitant dies while you are receiving level payments, you will not be entitled to receive any remaining level payments for that year (unless the Annuitant dies before the end of the Guaranteed Payment Period). For example, if you have selected Income Plan 1 with no Guaranteed Payment Period and the Annuitant dies during the year, the Beneficiary will not be entitled to receive the remaining level payments for that year.

#### INCOME PROTECTION BENEFIT OPTION

We offer an Income Protection Benefit Option, which may be added to your Contract on the Payout Start Date for an additional mortality and expense risk charge if you have selected variable income payments subject to the following conditions:

- .. The Annuitant and joint Annuitant, if applicable, must be age 75 or younger on the Payout Start Date.
- .. You must choose Income Plan 1 or 2, and the Guaranteed Payment Period must be for at least 120 months, unless the Internal Revenue Service requires a different payment period.
- .. You may apply the Income Protection Benefit Option to more than one Income Plan.
- .. The AIR must be 3% for the Income Plan(s) to which you wish to apply this benefit.
- .. You may only add the Income Protection Benefit Option on the Payout Start Date and, once added, the option cannot be cancelled.
- .. You may not add the Income Protection Benefit Option without our prior approval if your Contract Value is greater than \$1,000,000 at the time you choose to add the Income Protection Benefit Option.

.. You may not convert variable income payments to fixed income payments.

If you select the Income Protection Benefit Option, we guarantee that your variable income payments under each of the Income Plans to which the option is applied will never be less than 85% of the initial variable amount income value ("Income Protection Benefit"), as calculated on the Payout Start Date under such Income Plans, unless you have elected a reduced survivor payment plan under Income Plan 2. If you have elected a reduced survivor payment plan, we guarantee that your variable income payments to which the option is applied will never be less than 85% of the initial variable amount income value prior to the later of 1) the death of an Annuitant; or 2) the end of the guaranteed payment period. On or after the later of these events, we guarantee that your variable income payments will never be less than 85% of the initial variable amount income value multiplied by the percentage you elected for your reduced survivor plan. See Appendix C for numerical examples that illustrate how the Income Protection Benefit is calculated.

If you add the Income Protection Benefit Option to your Contract, the mortality and expense risk charge during the Payout Phase will be increased. The charge for the Income Protection Benefit Option will apply only to the Income Plan(s) to which the Option has been applied. Currently, the charge for this option is 0.50% of the average daily net Variable Account assets supporting the variable income payments to which the Income Protection Benefit Option applies. We may change the amount we charge, but it will not exceed 0.75% of the average daily net Variable Account assets supporting the variable income payments to which the Income Protection Benefit Option applies. Once the option is issued, we will not increase what we charge you for the benefit.

In order to ensure that we achieve adequate investment diversification ("Income Protection Diversification Requirement"), we reserve the right, in our sole discretion, to impose limitations on the investment alternatives in which you may invest during the Payout Phase with respect to the assets supporting the variable income payments to which the Income Protection Benefit Option applies. These limitations may include, but are not limited to, maximum investment limits on certain Variable Sub-Accounts, exclusion of certain Variable Sub-Accounts, required minimum allocations to certain Variable Sub-Accounts, and/or the required use of Automatic Portfolio Rebalancing.

To achieve our Income Protection Diversification Requirement, we have divided the Variable Sub-Accounts into three separate categories: "unrestricted," "restricted" and "excluded." Currently, we require that you allocate between 30% to 100% of the assets supporting your variable income payments to the unrestricted Variable Sub-Accounts in any manner you choose. You may allocate up to 70% of the assets supporting your variable income payments to the restricted Variable Sub-Accounts. You may not, however, allocate more than 20% of the assets supporting your variable income payments to any one of the restricted Variable Sub-Accounts. You may not allocate any portion of the assets supporting your variable income payments to the excluded Variable Sub-Accounts.

In the following three tables, we list our current Income Protection Diversification Requirement:

Unrestricted Variable Sub-Accounts. There is no limit to the amount of assets supporting your variable income payments that you may allocate to any one or more of the following Variable Sub-Accounts. Currently, we require that you allocate at least 30% of the assets supporting your variable income payments to this category.

Morgan Stanley VIS Income Plus - Class Y Sub-Account  
Morgan Stanley VIS Limited Duration - Class Y Sub-Account/(4)/  
Morgan Stanley VIS Money Market - Class Y Sub-Account  
Fidelity VIP Money Market - Service Class 2 Sub-Account  
PIMCO VIT Real Return - Advisor Shares Sub-Account  
PIMCO VIT Total Return - Advisor Shares Sub-Account

Restricted Variable Sub-Accounts. You may allocate up to 70% of the amount of assets supporting your variable income payments to the following Variable Sub-Accounts. Currently, you may not allocate more than 20% of the amount of assets supporting your variable income payments to any one of the restricted Variable Sub-Accounts.

Morgan Stanley VIS Aggressive Equity - Class Y Sub-Account  
Morgan Stanley VIS Capital Opportunities - Class Y Sub-Account  
Morgan Stanley VIS Dividend Growth - Class Y Sub-Account  
Morgan Stanley VIS European Equity - Class Y Sub-Account/(4)/  
Morgan Stanley VIS Global Dividend Growth - Class Y Sub-Account  
Morgan Stanley VIS High Yield - Class Y Sub-Account/(1)/  
Morgan Stanley VIS Income Builder - Class Y Sub-Account/(1)/  
Morgan Stanley VIS S&P 500 Index - Class Y Sub-Account  
Morgan Stanley VIS Strategist - Class Y Sub-Account  
Morgan Stanley VIS Global Infrastructure - Class Y Sub-Account/(1)/  
AIM V.I. Basic Value - Series II Sub-Account/(1)/  
AIM V.I. Core Equity - Series II Sub-Account/(5)/  
AllianceBernstein VPS Growth - Class B Sub-Account  
AllianceBernstein VPS Growth and Income - Class B Sub-Account/(1)/  
AllianceBernstein VPS International Value - Class B Sub-Account  
AllianceBernstein VPS Large Cap Growth - Class B Sub-Account/(1)/  
AllianceBernstein VPS Small/Mid Cap Value - Class B Sub-Account  
AllianceBernstein VPS Utility Income - Class B Sub-Account  
AllianceBernstein VPS Value - Class B Sub-Account  
Fidelity VIP Contrafund(R) - Service Class 2 Sub-Account  
Fidelity VIP Growth & Income - Service Class 2 Sub-Account  
Fidelity VIP High Income - Service Class 2 Sub-Account  
Fidelity VIP Mid Cap - Service Class 2 Sub-Account  
FTVIP Franklin High Income Securities - Class 2 Sub-Account/(1)/

FTVIP Franklin Income Securities - Class 2 Sub-Account  
FTVIP Mutual Global Discovery Securities - Class 2 Sub-Account  
FTVIP Mutual Shares Securities - Class 2 Sub-Account  
FTVIP Templeton Foreign Securities - Class 2 Sub-Account  
Goldman Sachs VIT Structured U.S. Equity Sub-Account  
Goldman Sachs VIT Growth and Income Sub-Account  
Goldman Sachs VIT Mid Cap Value Sub-Account/(4)/  
PIMCO VIT CommodityRealReturn(TM) Strategy - Advisor Shares Sub-Account  
PIMCO VIT Emerging Markets Bond - Advisor Shares Sub-Account

Putnam VT Equity Income - Class IB Sub-Account/(6)/  
Putnam VT The George Putnam Fund of Boston - Class IB Sub-Account  
Putnam VT Growth and Income - Class IB Sub-Account/(1)/  
Putnam VT International Equity - Class IB Sub-Account  
Putnam VT Investors - Class IB Sub-Account/(3)/  
Putnam VT Voyager - Class IB Sub-Account  
UIF Capital Growth, Class II Sub-Account/(2)/  
UIF Equity and Income, Class II Sub-Account/(2)/  
UIF Global Franchise, Class II Sub-Account/(2)/  
UIF U.S. Mid Cap Value, Class II Sub-Account/(2)/  
UIF U.S. Real Estate, Class II Sub-Account/(2)/  
UIF International Growth Equity, Class II Sub-Account/(2)/  
Van Kampen LIT Comstock, Class II Sub-Account  
Van Kampen LIT Growth and Income, Class II Sub-Account

Excluded Variable Sub-Accounts. Currently, none of the following Variable Sub-Accounts are available to support variable income payments.

AIM V.I. Capital Appreciation - Series II Sub-Account/(1)/  
AIM V.I. Mid Cap Core Equity - Series II Sub-Account/(1)/  
FTVIP Franklin Flex Cap Growth Securities - Class 2 Sub-Account  
Goldman Sachs VIT Structured Small Cap Equity Sub-Account  
UIF Small Company Growth, Class II Sub-Account/(2)/  
UIF Emerging Markets Equity, Class II Sub-Account/(2)/  
UIF Mid Cap Growth, Class II Sub-Account/(2)/  
UIF Emerging Markets Debt, Class II Sub-Account/(1)(2)/  
Van Kampen LIT Capital Growth, Class II Sub-Account  
Van Kampen LIT Mid Cap Growth, Class II Sub-Account

1)Effective May 1, 2005, the following Variable Sub-Accounts closed to new investments: the AIM V.I. Basic Value - Series II Sub-Account, the AIM V.I. Capital Appreciation - Series II Sub-Account, the AIM V.I. Mid Cap Core Equity - Series II Sub-Account, the AllianceBernstein VPS Growth and Income - Class B Sub-Account, the AllianceBernstein VPS Large Cap Growth - Class B Sub-Account, the FTVIP Franklin High Income Securities - Class 2 Sub-Account, the Morgan Stanley VIS High Yield - Class Y Sub-Account, the Morgan Stanley VIS Income Builder - Class Y Sub-Account, the Morgan Stanley VIS Global Infrastructure - Class Y Sub-Account, the Putnam VT Growth and Income - Class IB Sub-Account and the UIF Emerging Markets Debt, Class II Sub-Account.\*

2)Morgan Stanley Investment Management Inc., the adviser to the UIF Portfolios, does business in certain instances using the name Van Kampen.

3)Effective May 1, 2004, the Putnam VT Investors - Class IB Sub-Account closed to new investments.\*

4)Effective May 1, 2006, the following Variable Sub-Accounts closed to new investments: the Goldman Sachs VIT Mid Cap Value Sub-Account, the Morgan Stanley VIS European Equity - Class Y Sub-Account and the Morgan Stanley VIS Limited Duration - Class Y Sub-Account.\*

5)Effective May 1, 2006, the AIM V.I. Core Equity - Series II Sub-Account is no longer available for new investments. If you are currently invested in the AIM V.I. Core Equity - Series II Sub-Account you may continue your investment. If, prior to May 1, 2005, you enrolled in one of our automatic transaction programs, through the AIM V.I. Premier Equity - Series II Sub-Account (the predecessor of the AIM V.I. Core Equity - Series II Sub-Account), such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into the AIM V.I. Core Equity - Series II Sub-Account in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.\*

6)Effective February 13, 2009, the Putnam VT New Value Fund - Class IB was reorganized into the Putnam VT Equity Income Fund - Class IB.

\* As noted above, certain Variable Sub-Accounts are closed to new investments. If you invested in these Variable Sub-Accounts prior to the effective close date, you may continue your investments. If you choose to add the Income Protection Benefit Option on or after the effective close date, you must transfer any portion of your Contract Value that is allocated to these Variable Sub-Accounts to any of the remaining Variable Sub-Accounts available with the Income Protection Benefit Option prior to adding it to your Contract.

You must use quarterly Automatic Portfolio Rebalancing to meet our Income Protection Diversification Requirement. On the date of each rebalancing, we will reallocate the amount of the assets supporting your variable income payments according to the rebalancing percentages you have selected, subject to the then current restrictions and exclusions in effect. We expect that the restrictions and exclusions for each category will change from time to time. Any change in these restrictions and exclusions will become effective no later than the next regularly scheduled rebalancing of your Variable Sub-Account choices on or immediately after the date of change.

The Income Protection Diversification Requirement is based on a model. We may use a model developed and maintained by us or we may elect to use a model developed or provided by an independent third party. We will notify you at least 30 days before we make any change to our Income Protection Diversification Requirement.

We may determine which Variable Sub-Accounts are eligible for each category or we may elect to follow the recommendations of an independent third party. We may at any time make new determinations as to which Variable Sub-Accounts are unrestricted, restricted or excluded. We may do so for a variety of reasons

including, but not limited to, a change in the investment objectives or policies of a Portfolio, or the failure, in our sole determination, of such Portfolio to invest in accordance with its stated investment objective or policies.

Transfers made for purposes of meeting the Income Protection Diversification Requirement will not count towards the number of free transfers you may make each Contract Year. See "Investment Alternatives: Transfers," above, for additional information.

#### FIXED INCOME PAYMENTS

We guarantee income payment amounts derived from any Fixed Account Option for the duration of the Income Plan. The guaranteed income payment amounts will change if the frequency of payments or the length of the payment period changes.

We calculate the fixed income payments by:

- .. adjusting the portion of the Contract Value in any Fixed Account Option on the Payout Start Date by any applicable Market Value Adjustment;



- .. deducting any applicable taxes; and
- .. applying the resulting amount to the greater of: (a) the appropriate income payment factor for the selected Income Plan from the Income Payment Table in your Contract; or (b) such other income payment factor as we are offering on the Payout Start Date.

We may defer your request to make a withdrawal from fixed income payments for a period of up to 6 months or whatever shorter time state law may require. If we defer payments for 30 days or more, we will pay interest as required by law from the date we receive the withdrawal request to the date we make payment.

#### RETIREMENT INCOME GUARANTEE OPTIONS

Effective January 1, 2004, we ceased offering the Retirement Income Guarantee Options ("RIG 1" and "RIG 2"), except in a limited number of states. Effective May 1, 2004, the RIG 1 and RIG 2 Options are no longer available in any state. If you added a Retirement Income Guarantee Option to your Contract prior to January 1, 2004 (up to May 1, 2004 in certain states), your Option will continue to apply to your Contract. Also, effective January 1, 2004, we discontinued the Trade-In Program. If you previously elected a RIG Option, you may cancel your RIG 1 or RIG 2 Option during the 60-day period following your next 3rd Contract Anniversary after January 1, 2004. If you do not cancel the Option during this 60-day period, you will not be permitted to cancel it later. Please check with your Morgan Stanley Financial Advisor for details.

The following describes the Retirement Income Guarantee Options for Contract Owners who elected the Option prior to May 1, 2004.

We refer to the issue date of the option as the "Rider Date." You may add only one Retirement Income Guarantee Option to your Contract. The oldest Contract Owner and oldest Annuitant must be age 75 or younger on the Rider Application Date. Once you add a rider to your Contract, it may not be cancelled except during the 60-day period following the next 3rd Contract Anniversary after January 1, 2004, as described above.

We reserve the right to impose limitations on the investment alternatives in which you may invest as a condition of these options. These restrictions may include, but are not limited to, maximum investment limits on certain investment alternatives, exclusion of certain investment alternatives, required minimum allocations to certain Variable Sub-Accounts and/or the required use of Automatic Portfolio Rebalancing. Currently, no such restrictions are being imposed.

For each option, an "Income Base" is calculated, which is used only for the purpose of calculating the "Guaranteed Retirement Income Benefit" and the appropriate "Rider Fee," all defined below. The Income Base does not provide a Contract Value or guarantee performance of any investment option. The Income Base for RIG 1 and RIG 2 are described in more detail below.

You may apply the Income Base less applicable taxes to an Income Plan on the Payout Start Date and receive the Guaranteed Retirement Income Benefit if all of the following conditions are satisfied:

- .. The Payout Start Date must be on or after the 10th Contract Anniversary of the Rider Date.
- .. The Payout Start Date must occur during the 30-day period following a Contract Anniversary.
- .. The oldest Annuitant must be age 99 or younger as of the Payout Start Date.
- .. You must select Fixed Amount Income Payments only.
- .. You must select Income Plan 1 or 2, with a Guaranteed Payment Period of at least:
  - . 120 months, if the youngest Annuitant is age 80 or younger as of the Payout Start Date; or
  - . 60 months, if the youngest Annuitant is older than age 80 as of the Payout Start Date.

The "Guaranteed Retirement Income Benefit" is determined by applying the Income Base, less any applicable taxes, to the appropriate monthly income payment factor shown in the Income Payment Tables in your Contract for the selected Income Plan.

If a different payment frequency (quarterly, semi-annual, or annual) or different Income Plan is selected, an income payment factor for the selected payment frequency and Income Plan is determined on the same mortality and interest rate basis as the Income Payment Tables shown in your Contract.

On the Payout Start Date, the income payments for the selected Income Plan will be the greater of:

- .. The Guaranteed Retirement Income Benefit; or
- .. For fixed income payments, the Contract Value, adjusted by any applicable Market Value Adjustment, less any applicable taxes is applied to the greater of: the appropriate income payment factor for the selected Income Plan from the income payment tables in your Contract, or an income payment factor for the selected Income Plan that we are offering on the Payout Start Date.

We assess an annual Rider Fee if you selected one of the Retirement Income Guarantee Options. The Rider Fee is deducted on each Contract Anniversary on a pro rata basis from each of the Variable Sub-Accounts in which your Contract Value is invested on that date. The Rider Fee will decrease the number of Accumulation Units in each Variable Sub-Account. The Rider Fee is deducted only during the Accumulation Phase of the Contract. For the first Contract Anniversary following the Rider Date,

the Rider Fee will be prorated to cover the period between the Rider Date and the first Contract Anniversary after the Rider Date. In the case of a full withdrawal of the Contract Value, the Rider Fee is prorated to cover the period between the Contract Anniversary immediately prior to the withdrawal and the date of the withdrawal.

The Rider Fee for RIG 1 is 0.40% of the Income Base on each Contract Anniversary. The Rider Fee for RIG 2 is 0.55% of the Income Base on each Contract Anniversary.

These options will terminate and the corresponding Rider Fee will cease on the earliest of the following to occur:

- .. The date the Contract is terminated;
- .. If the Contract is not continued in the Accumulation Phase under either the Death of Owner or Death of Annuitant provisions of the Contract. The option will terminate on the date we determine the Death Proceeds;
- .. The Payout Start Date; or
- .. You elect to cancel your RIG 1 or RIG 2 Option during the 60-day period following the next 3rd Contract Anniversary after January 1, 2004 (since we discontinued offering the Trade-In Program as of that date).

Otherwise, the options may not be terminated or cancelled.

Calculation of Income Base.

On the Rider Date, the "RIG 1 Income Base" is equal to the Contract Value. The RIG 1 Income Base, plus purchase payments made after the Rider Date and less RIG 1 withdrawal adjustments for withdrawals made after the Rider Date, will accumulate interest on a daily basis at a rate equivalent to 5% per year (3% in certain states), subject to the "Cap" defined below. This accumulation will continue until the first Contract Anniversary following the 85th/ birthday of the oldest Contract Owner or oldest Annuitant, whichever occurs first. After the 5% interest accumulation ends (3% in certain states), the RIG 1 Income Base will continue to be increased by purchase payments and reduced by RIG 1 withdrawal adjustments for withdrawals until the option terminates. The "RIG 1 Withdrawal Adjustment" is defined below.

The RIG 1 Income Base will not exceed a Cap equal to:

- .. 200% of the Contract Value as of the Rider Date; plus
- .. 200% of purchase payments made after the Rider Date, but excluding any purchase payments made in the 12-month period immediately prior to the Payout Start Date; minus
- .. RIG 1 Withdrawal Adjustments for any withdrawals made after the Rider Date.

RIG 1 Withdrawal Adjustment. Prior to the first Contract Anniversary following the 85th birthday of the oldest Contract Owner or oldest Annuitant, whichever is earlier, the withdrawal adjustment is as follows:

- .. In each Contract Year, for the portion of withdrawals that do not cumulatively exceed 5% (3% in certain states) of the RIG 1 Income Base as of the beginning of the Contract Year (or as of the Rider Date for the first Contract Year in which RIG 1 is added), the withdrawal adjustment is equal to the amount withdrawn (or portion thereof) multiplied by a discount factor. The discount factor is calculated using a 5% annual interest rate (3% in certain states) and the portion of the Contract Year between the withdrawal date and the end of the Contract Year. This withdrawal adjustment has the effect of reducing the RIG 1 Income Base at the end of the Contract Year by the actual amount of the withdrawal. In other words, for purposes of calculating the RIG 1 Income Base, the withdrawal is treated as if it occurred at the end of the Contract Year.
- .. In each Contract Year, for the portion of withdrawals that cumulatively exceed 5% (3% in certain states) of the RIG 1 Income Base as of the beginning of the Contract Year (or as of the Rider Date for the first Contract Year in which RIG 1 is added), the withdrawal adjustment is equal to the withdrawal amount (or portion thereof), divided by the Contract Value immediately prior to the withdrawal and reduced for the portion of withdrawals that does not cumulatively exceed 5% (3% in certain states), and the result multiplied by the most recently calculated RIG 1 Income Base, reduced for the portion of withdrawals that does not cumulatively exceed 5% (3% in certain states).

On or after the first Contract Anniversary following the 85th birthday of the oldest Contract Owner or the Annuitant, all withdrawal adjustments are equal to the withdrawal amount, divided by the Contract Value immediately prior to the withdrawal, and the result multiplied by the most recently calculated RIG 1 Income Base.

See Appendix D for numerical examples that illustrate how the RIG 1 Withdrawal Adjustment is applied.

The "RIG 2 Income Base" is defined as the greater of "Income Base A" or "Income Base B."

"Income Base A" and its corresponding Withdrawal Adjustment are calculated in the same manner as the RIG 1 Income Base and RIG 1 Withdrawal Adjustment.

On the Rider Date, "Income Base B" is equal to the Contract Value. After the Rider Date and prior to the Payout Start Date, Income Base B is recalculated each time a purchase payment or withdrawal is made as well as on each Contract Anniversary as follows:

- .. Each time a purchase payment is made, Income Base B is increased by the amount of the purchase payment.

- .. Each time a withdrawal is made, Income Base B is reduced by a proportional withdrawal adjustment, defined as the withdrawal amount divided by the Contract Value immediately prior to the withdrawal, and the result multiplied by the most recently calculated Income Base B.
- .. On each Contract Anniversary until the first Contract Anniversary following the 85<sup>th</sup>/ birthday of the oldest Contract Owner or oldest Annuitant, whichever occurs first, Income Base B is equal to the greater of the Contract Value on that date or the most recently calculated Income Base B.

If no purchase payments or withdrawals are made after the Rider Date, Income Base B will be equal to the greatest of the Contract Value on the Rider Date and the Contract Values on each subsequent Contract Anniversary until the earlier of the Payout Start Date or the Contract Anniversary following the 85<sup>th</sup> birthday of the oldest Contract Owner or oldest Annuitant, whichever occurs first.

#### CERTAIN EMPLOYEE BENEFIT PLANS

The Contracts offered by this prospectus contain income payment tables that provide for different payments to men and women of the same age, except in states that require unisex tables. We reserve the right to use income payment tables that do not distinguish on the basis of sex to the extent permitted by applicable law. In certain employment-related situations, employers are required by law to use the same income payment tables for men and women. Accordingly, if the Contract is used in connection with an employment-related retirement or benefit plan and we do not offer unisex annuity tables in your state, you should consult with legal counsel as to whether the Contract is appropriate.

#### Death Benefits

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##### DEATH PROCEEDS

Under certain conditions, described below, we will pay Death Proceeds for this Contract on the death of the Contract Owner, Annuitant, or Co-Annuitant if the death occurs prior to the Payout Start Date. If the Owner or Annuitant dies after the Payout Start Date, we will pay remaining income payments as described in the "Payout Phase" section of your Contract. See "Income Payments" for more information.

We will determine the value of the Death Proceeds as of the end of the Valuation Date during which we receive the first Complete Request for Settlement (the next Valuation Date, if we receive the request after 3:00 p.m. Central Time). In order to be considered a "Complete Request for Settlement," a claim for distribution of the Death Proceeds must include "Due Proof of Death" in any of the following forms of documentation:

- .. A certified copy of the death certificate;
- .. A certified copy of a decree of a court of competent jurisdiction as to the finding of death; or
- .. Any other proof acceptable to us.

"Death Proceeds" are determined based on when we receive a Complete Request for Settlement:

- .. If we receive a Complete Request for Settlement within 180 days of the death of the Contract Owner, Annuitant, or Co-Annuitant, as applicable, the Death Proceeds are equal to the "Death Benefit."
- .. If we receive a Complete Request for Settlement more than 180 days after the death of the Contract Owner, Annuitant, or Co-Annuitant, as applicable, the Death Proceeds are equal to the greater of the Contract Value or Settlement Value. We reserve the right to waive or extend, in a nondiscriminatory manner, the 180-day period in which the Death Proceeds will equal the Death Benefit.

Where there are multiple Beneficiaries, we will only value the Death Proceeds at the time the first Beneficiary submits the necessary documentation in good order. Any Death Proceeds amounts attributable to any Beneficiary which remain in the Variable Sub-Accounts are subject to investment risk.

##### DEATH BENEFIT OPTIONS

In addition to the ROP Death Benefit included in your Contract, we offer the following death benefit options which may be added to your Contract:

- .. MAV Death Benefit Option
- .. Enhanced Beneficiary Protection (Annual Increase) Option
- .. Earnings Protection Death Benefit Option

The SureIncome Plus Option and SureIncome For Life Option also include a death benefit option, the SureIncome Return of Premium Death Benefit ("SureIncome ROP Death Benefit.")

The amount of the Death Benefit depends on which death benefit option(s) you select. Not all death benefit options are available in all states.

You may select any combination of death benefit options on the Issue Date of your Contract or at a later date, subject to state availability and issue age

restrictions. You may not add any of the death benefit option(s) to your Contract after Contract issue without our prior approval if your Contract Value is greater than \$1,000,000 at the time you choose to add an option(s).

The "Death Benefit" is equal to the Earnings Protection Death Benefit (if selected) plus the greatest of:

.. The Contract Value;

- .. The Settlement Value;
- .. The ROP Death Benefit;
- .. The MAV Death Benefit Option (if selected);
- .. The Enhanced Beneficiary Protection (Annual Increase) Option (if selected);  
or
- .. The SureIncome ROP Death Benefit.\*

The "Settlement Value" is the amount that would be paid in the event of a full withdrawal of the Contract Value.

\* The SureIncome ROP Death Benefit under the SureIncome For Life Option is only included in the calculation of the Death Benefit upon the death of the SureIncome Covered Life. If a Contract Owner, Annuitant or Co-Annuitant who is not the SureIncome Covered Life dies, the SureIncome ROP Death Benefit is not applicable.

The "ROP Death Benefit" is equal to the sum of all purchase payments, reduced by a proportional withdrawal adjustment for each withdrawal. The withdrawal adjustment is equal to the withdrawal amount divided by the Contract Value immediately prior to the withdrawal, and the result is multiplied by:

The sum of all purchase payments made prior to the withdrawal, less any prior withdrawal adjustments.

#### Maximum Anniversary Value Death Benefit Option.

The "MAV Death Benefit Option" is only available if the oldest Contract Owner and oldest Annuitant are age 79 or younger on the Rider Application Date. There is an additional mortality and expense risk charge for this death benefit option, currently equal to 0.20%. We may change what we charge for this death benefit option, but it will never exceed 0.30%. Once added to your Contract, we guarantee that we will not increase the mortality and expense risk charge you pay for this death benefit option.

On the date we issue the rider for this benefit ("Rider Date"), the MAV Death Benefit is equal to the Contract Value. After the Rider Date and prior to the date we determine the Death Proceeds (see "Death Proceeds," above), the MAV Death Benefit is recalculated each time a purchase payment or withdrawal is made as well as on each Contract Anniversary as follows:

- .. Each time a purchase payment is made, the MAV Death Benefit is increased by the amount of the purchase payment.
- .. Each time a withdrawal is made, the MAV Death Benefit is reduced by a proportional withdrawal adjustment, defined as the withdrawal amount divided by the Contract Value immediately prior to the withdrawal, and the result multiplied by the most recently calculated MAV Death Benefit.
- .. On each Contract Anniversary until the first Contract Anniversary following the 80th birthday of the oldest Contract Owner or oldest Annuitant, whichever occurs first, the MAV Death Benefit is recalculated as the greater of the Contract Value on that date or the most recently calculated MAV Death Benefit.

If no purchase payments or withdrawals are made after the Rider Date, the MAV Death Benefit will be equal to the greatest of the Contract Value on the Rider Date and the Contract Values on each subsequent Contract Anniversary after the Rider Date, but before the date we determine the Death Proceeds. If, upon death of the Contract Owner, the Contract is continued under Option D as described on page 74 below, and if the oldest New Contract Owner and the oldest Annuitant are age 80 or younger on the date we determine the Death Proceeds, then the MAV Death Benefit Option will continue. The MAV Death Benefit will continue to be recalculated for purchase payments, withdrawals, and on each Contract Anniversary after the date we determine the Death Proceeds until the earlier of:

- .. The first Contract Anniversary following the 80th birthday of either the oldest New Contract Owner or the oldest Annuitant, whichever is earlier. (After the 80th birthday of either the oldest New Contract Owner or the oldest Annuitant, whichever is earlier, the MAV Death Benefit will be recalculated only for purchase payments and withdrawals); or
- .. The date we next determine the Death Proceeds.

#### Enhanced Beneficiary Protection (Annual Increase) Option.

The Enhanced Beneficiary Protection (Annual Increase) Option is only available if the oldest Contract Owner and oldest Annuitant are age 79 or younger on the Rider Application Date. There is an additional mortality and expense risk charge for this death benefit option, currently equal to 0.30%. We may change what we charge for this death benefit option, but it will never exceed 0.30%. Once added to your Contract, we guarantee that we will not increase the mortality and expense risk charge you pay for this death benefit option.

On the date we issue the rider for this benefit ("Rider Date"), the Enhanced Beneficiary Protection (Annual Increase) Benefit is equal to the Contract Value. The Enhanced Beneficiary Protection (Annual Increase) Benefit, plus purchase payments made after the Rider Date and less withdrawal adjustments for withdrawals made after the Rider Date, will accumulate interest on a daily basis at a rate equivalent to 5% per year (3% in certain states), subject to the "Cap" defined below. This accumulation will continue until the earlier of:

(a) the first Contract Anniversary following the 80<sup>th</sup>/ birthday of the oldest Contract Owner or oldest Annuitant, whichever occurs first; or

(b) the date we determine the Death Proceeds.



After the 5% interest accumulation ends (3% in certain states), the Enhanced Beneficiary Protection (Annual Increase) Benefit will continue to be increased by purchase payments and reduced by withdrawal adjustments for withdrawals until the death benefit option terminates. The withdrawal adjustment is a proportional adjustment, defined as the withdrawal amount divided by the Contract Value immediately prior to the withdrawal, and the result multiplied by the amount of the Enhanced Beneficiary Protection (Annual Increase) Benefit immediately prior to the withdrawal.

The Enhanced Beneficiary Protection (Annual Increase) Benefit Cap is equal to:

- .. 200% of the Contract Value as of the Rider Date; plus
- .. 200% of purchase payments made after the Rider Date, but excluding any purchase payments made in the 12-month period immediately prior to the death of the Contract Owner or the Annuitant; minus
- .. Withdrawal adjustments for any withdrawals made after the Rider Date. Refer to Appendix E for withdrawal adjustment examples.

If, upon death of the Contract Owner, the Contract is continued under Option D as described on page 74, and if the oldest New Contract Owner and the oldest Annuitant are age 80 or younger on the date we determine the Death Proceeds, then the Enhanced Beneficiary Protection (Annual Increase) Option will continue. The amount of the Enhanced Beneficiary Protection (Annual Increase) Benefit as of the date we determine the Death Proceeds, plus subsequent purchase payments, less withdrawal adjustments for any subsequent withdrawals, will accumulate daily at a rate equivalent to 5% per year (3% in certain states) from the date we determine the Death Proceeds, until the earlier of:

- .. The first Contract Anniversary following the 80th birthday of either the oldest New Contract Owner or the oldest Annuitant, whichever is earlier. (After the 80th birthday of either the oldest New Owner or the oldest Annuitant, whichever is earlier, the Enhanced Beneficiary Protection (Annual Increase) Benefit will be recalculated only for purchase payments and withdrawals); or
- .. The date we next determine the Death Proceeds.

Earnings Protection Death Benefit Option.

The "Earnings Protection Death Benefit Option" is only available if the oldest Contract Owner and oldest Annuitant are age 79 or younger on the Rider Application Date. There is an additional mortality and expense risk charge for this death benefit option, currently equal to:

- .. 0.25%, if the oldest Contract Owner and oldest Annuitant are age 70 or younger on the Rider Application Date; and
- .. 0.40%, if the oldest Contract Owner or oldest Annuitant is over age 70 and all are age 79 or younger on the Rider Application Date.

We may change what we charge for this death benefit option, but it will never exceed 0.35% for issue ages 0-70 and 0.50% for issue ages 71-79. Once added to your Contract, we guarantee that we will not increase the mortality and expense risk charge you pay for this death benefit option. However, if your spouse elects to continue the Contract in the event of your death and if he or she elects to continue the Earnings Protection Death Benefit Option, the mortality and expense risk charge for the death benefit option will be based on the ages of the oldest new Contract Owner and the oldest Annuitant at the time the Contract is continued.

If the oldest Contract Owner and oldest Annuitant are age 70 or younger on the Rider Application Date, the Earnings Protection Death Benefit is equal to the lesser of:

- .. 100% of "In-Force Premium" (excluding purchase payments made after the date we issue the rider for this benefit ("Rider Date") and during the twelve-month period immediately prior to the death of the Contract Owner or Annuitant); or
- .. 40% of "In-Force Earnings"

calculated as of the date we determine the Death Proceeds.

If the oldest Contract Owner or oldest Annuitant is over age 70 and all are age 79 or younger on the Rider Application Date, the Earnings Protection Death Benefit is equal to the lesser of:

- .. 50% of "In-Force Premium" (excluding purchase payments made after the Rider Date and during the twelve-month period immediately prior to the death of the Contract Owner or Annuitant); or
- .. 25% of "In-Force Earnings"

calculated as of the date we determine the Death Proceeds.

In-Force Earnings are equal to the current Contract Value less In-Force Premium. If this quantity is negative, then In-Force Earnings are equal to zero.

In-Force Premium is equal to the Contract Value on the Rider Date, plus the sum of all purchase payments made after the Rider Date, less the sum of all "Excess-of-Earnings Withdrawals" made after the Rider Date.

An Excess-of-Earnings Withdrawal is equal to the excess, if any, of the amount of the withdrawal over the amount of the In-Force Earnings immediately prior to the withdrawal.

Refer to Appendix F for numerical examples that illustrate how the Earnings Protection Death Benefit Option is calculated.

If, upon death of the Contract Owner, the Contract is continued under Option D as described on page 74 below, and if the oldest new Owner and the oldest Annuitant are younger than age 80 on the date we determine the Death Proceeds, then this death benefit option will continue unless the New Contract Owner elects to terminate the death benefit option. If the death benefit option is continued, the following will apply as of the date we determine the Death Proceeds upon continuation:

- .. The Rider Date will be changed to the date we determine the Death Proceeds;
- .. The In-Force Premium is equal to the Contract Value as of the new Rider Date plus all purchase payments made after the Rider Date, less the sum of all the Excess-of-Earnings Withdrawals made after the Rider Date;
- .. The Earnings Protection Death Benefit after the new Rider Date will be determined as described above, but using the ages of the oldest new Contract Owner and the oldest Annuitant as of the new Rider Date.
- .. The mortality and expense risk charge, for this rider, will be determined as described above, but using the ages of the oldest new Contract Owner and the oldest Annuitant as of the new Rider Date.

If either the Contract Owner's or the Annuitant's age is misstated, the Earnings Protection Death Benefit and the mortality and expense risk charge for this death benefit option will be calculated according to the corrected age as of the Rider Date. Your Contract Value will be adjusted to reflect the mortality and expense risk charge for this death benefit option that should have been assessed based on the corrected age.

#### ALL OPTIONS.

We reserve the right to impose limitations on the investment alternatives in which you may invest as a condition of these options. These restrictions may include, but are not limited to, maximum investment limits on certain investment alternatives, exclusion of certain investment alternatives, required minimum allocations to certain Variable Sub-Accounts and/or the required use of Automatic Portfolio Rebalancing. Currently, no such restrictions are being imposed.

These death benefit options will terminate and the corresponding Rider Fee will cease on the earliest of the following to occur:

- .. the date the Contract is terminated;
- .. if, upon the death of the Contract Owner, the Contract is continued under Option D as described in the Death of Owner section on page 74, and either the oldest New Owner or the oldest Annuitant is older than age 80 (age 80 or older for the Earnings Protection Death Benefit Option) on the date we determine the Death Proceeds. The death benefit option will terminate on the date we determine the Death Proceeds;
- .. if the Contract is not continued in the Accumulation Phase under either the Death of Owner or Death of Annuitant provisions of the Contract. The death benefit option will terminate on the date we determine the Death Proceeds;
- .. on the date the Contract Owner (if the current Contract Owner is a living person) is changed for any reason other than death unless the New Contract Owner is a trust and the Annuitant is the current Contract Owner;
- .. on the date the Contract Owner (if the current Contract Owner is a non-living person) is changed for any reason unless the New Contract Owner is a non-living person or is the current Annuitant; or
- .. the Payout Start Date.

Notwithstanding the preceding, in the event of the Contract Owner's death, if the Contract Owner's spouse elects to continue the Contract (as permitted in the Death of Owner provision below) he or she may terminate the Earnings Protection Death Benefit at that time.

#### DEATH BENEFIT PAYMENTS

##### Death of Contract Owner

If a Contract Owner dies prior to the Payout Start Date, then the surviving Contract Owners will be "New Contract Owners". If there are no surviving Contract Owners, then subject to any restrictions previously placed upon them, the Beneficiaries will be the New Contract Owners.

If there is more than one New Contract Owner taking a share of the Death Proceeds, each New Contract Owner will be treated as a separate and independent Contract Owner of his or her respective share of the Death Proceeds. Each New Contract Owner will exercise all rights related to his or her share of the Death Proceeds, including the sole right to elect one of the Option(s) below, subject to any restrictions previously placed upon the New Contract Owner. Each New Contract Owner may designate a Beneficiary(ies) for his or her respective share, but that designated Beneficiary(ies) will be restricted to the Option chosen by the original New Contract Owner.

The Options available to the New Contract Owner will be determined by the applicable following Category in which the New Contract Owner is defined. An Option will be deemed to have been chosen on the day we receive written notification in a form satisfactory to us.

##### New Contract Owner Categories

Category 1. If your spouse (or Annuitant's spouse in the case of a grantor trust-owned Contract) is the sole

New Contract Owner of the entire Contract, your spouse must choose from among the death settlement Options A, B, C, D, or E described below. If he or she does not choose one of these Options, then Option D will apply.

Category 2. If the New Contract Owner is a living person who is not your spouse (or Annuitant's spouse in the case of a grantor trust-owned Contract), or there is more than one New Contract Owner, all of whom are living persons, each New Contract Owner must choose from among the death settlement Options A, B, C, or E described below. If a New Contract Owner does not choose one of these Options, then Option C will apply for that New Contract Owner.

Category 3. If there are one or more New Contract Owner(s) and at least one of the New Contract Owners is a non-living person such as a corporation or a trust, all New Contract Owners are considered to be non-living persons for purposes of the death settlement options. Each New Contract Owner must choose death settlement Option A or C described below. If a New Contract Owner does not choose one of these Options, then Option C will apply for that New Contract Owner.

The death settlement options we currently offer are:

Option A. The New Contract Owner may elect to receive the Death Proceeds in a lump sum.

Option B. The New Contract Owner may elect to apply the Death Proceeds to one of the Income Plans described above. Such income payments must begin within one year of the date of death and must be payable:

- .. Over the life of the New Contract Owner; or
- .. For a guaranteed payment period of at least 5 years (60 months), but not to exceed the life expectancy of the New Contract Owner; or
- .. Over the life of the New Contract Owner with a guaranteed payment period of at least 5 years (60 months), but not to exceed the life expectancy of the New Contract Owner.

Option C. The New Contract Owner may elect to receive the Contract Value payable within 5 years of the date of death. The Contract Value, as of the date we receive the first Complete Request for Settlement, will be reset to equal the Death Proceeds as of that date. Any excess amount of the Death Proceeds over the Contract Value on that date will be allocated to the Morgan Stanley VIS Money Market - Class Y Sub-Account unless the New Contract Owner provides other allocation instructions.

The New Contract Owner may not make any additional purchase payments under this option. Withdrawal charges will be waived for any withdrawals made during the 5-year period after the date of death; however, amounts withdrawn may be subject to Market Value Adjustments. The New Contract Owner may exercise all rights set forth in the Transfers provision.

If the New Contract Owner dies before the Contract Value is completely withdrawn, the New Contract Owner's Beneficiary(ies) will receive the greater of the remaining Settlement Value or the remaining Contract Value within 5 years of the date of the original Contract Owner's death.

Option D. The New Contract Owner may elect to continue the Contract in the Accumulation Phase. If the Contract Owner was also the Annuitant, then the New Contract Owner will be the new Annuitant. This Option may only be exercised once per Contract. The Contract Value, as of the date we receive the first Complete Request for Settlement, will be reset to equal the Death Proceeds as of that date.

Unless otherwise instructed by the continuing spouse, the excess, if any, of the Death Proceeds over the Contract Value will be allocated to the Sub-Accounts of the Variable Account. This excess will be allocated in proportion to your Contract Value in those Sub-Accounts as of the end of the Valuation Date that we receive the complete request for settlement except that any portion of this excess attributable to the Fixed Account Options will be allocated to the Morgan Stanley VIS Money Market - Class Y Sub-Account.

Within 30 days after the date we determine the Death Proceeds, the New Contract Owner may make a one-time transfer of all or a portion of the excess of the Death Proceeds, if any, into any combination of Variable Sub-Accounts, the Standard Fixed Account and the Market Value Adjusted Fixed Account without incurring a transfer fee, provided the investment alternative is available with the Contract at that time. Any such transfer does not count as one of the free transfers allowed each Contract Year and is subject to any minimum allocation amount specified in this Contract.

The New Contract Owner may make a single withdrawal of any amount within one year of the date of your death without incurring a Withdrawal Charge; however, the amount withdrawn may be subject to a Market Value Adjustment and a 10% tax penalty if the New Contract Owner is under age 59 1/2.

Option E. For Nonqualified Contracts, the New Contract Owner may elect to make withdrawals at least annually of amounts equal to the "Annual Required Distribution" calculated for each calendar year. The first such withdrawal must occur within:

- .. One year of the date of death;
- .. The same calendar year as the date we receive the first Complete Request for Settlement; and

.. One withdrawal frequency.

The New Contract Owner must select the withdrawal frequency (monthly, quarterly, semi-annual, or annual). Once this option is elected and frequency of withdrawals is chosen, they cannot be changed by the New Contract Owner and become irrevocable.

In the calendar year in which the Death Proceeds are determined, the Annual Required Distribution is equal to the Contract Value on the date of the first distribution divided by the "Life Expectancy" of the New Contract Owner and the result multiplied by a fraction that represents the portion of the calendar year remaining after the date of the first distribution. (The Contract Value, as of the date we receive the Complete Request for Settlement, will be reset to equal the Death Proceeds as of that date. The Contract Value on the date of the first distribution may be more or less than the Contract Value as of the date we receive the Complete Request for Settlement.) The Life Expectancy in that calendar year is equal to the life expectancy value from IRS Tables based on the age of the New Contract Owner as of his or her birthday in the same calendar year.

In any subsequent calendar year, the Annual Required Distribution is equal to the Contract Value as of December 31 of the prior year divided by the remaining Life Expectancy of the New Contract Owner. In each calendar year after the calendar year in which the first distribution occurred, the Life Expectancy of the New Contract Owner is the Life Expectancy calculated in the previous calendar year minus one (1) year. If the Life Expectancy is less than one (1), the Annual Required Distribution is equal to the Contract Value.

If the New Contract Owner dies before the Contract Value is completely withdrawn, the scheduled withdrawals will continue to be paid to the New Contract Owner's Beneficiary(ies). The Contract Value invested in the Variable Sub-Accounts will be subject to investment risk until it is withdrawn.

We reserve the right to offer additional death settlement options.

#### Death of Annuitant

If the Annuitant dies prior to the Payout Start Date, then the surviving Contract Owners will have the Options available to the New Contract Owner, determined by the applicable following category in which the New Contract Owner is defined, unless:

- .. The Annuitant was also the Contract Owner, in which case the Death of Owner provisions above apply; or
- .. The Contract Owner is a grantor trust not established by a business, in which case the Beneficiary(ies) will be deemed the New Contract Owners and the Death of Contract Owner provisions above will apply.

#### Surviving Contract Owner Categories

Category 1. If the Contract Owner is a living person, prior to the Annuitant's death, the Contract Owner must choose from among the death settlement Options A, B, or D described below. If the Contract Owner does not choose one of these Options, then Option D will apply.

Category 2. If the Contract Owner is a non-living person such as a corporation or a trust, the Contract Owner must choose from death settlement Options A or C described below. If the Contract Owner does not choose one of these Options, then Option C will apply.

The death settlement options we currently offer are:

Option A. The Contract Owner may elect to receive the Death Proceeds in a lump sum.

Option B. The Contract Owner may elect to apply the Death Proceeds to one of the Income Plans described above. Such income payments must begin within one year of the date of death.

Option C. The Contract Owner may elect to receive the Contract Value payable within 5 years of the date of death. The Contract Value, as of the date we receive the first Complete Request for Settlement, will be reset to equal the Death Proceeds as of that date. Any excess amount of the Death Proceeds over the Contract Value on that date will be allocated to the Morgan Stanley VIS Money Market - Class Y Sub-Account unless the Contract Owner provides other allocation instructions.

The Contract Owner may not make any additional purchase payments under this option. Withdrawal charges will be waived for any withdrawals made during the 5-year period after the date of death; however, amounts withdrawn may be subject to Market Value Adjustments. The Contract Owner may exercise all rights set forth in the Transfers provision.

Option D. The Contract Owner may elect to continue the Contract and the youngest Contract Owner will become the new Annuitant. The Contract Value of the continued Contract will not be adjusted to equal the Death Proceeds.

We reserve the right to offer additional death settlement options.

#### Qualified Contracts

The death settlement options for Qualified Contracts, including IRAs, may be different to conform with the individual tax requirements of each type of Qualified Contract. Please refer to your Endorsement for IRAs or 403(b) plans, if applicable, for additional information on your death settlement options. In the case of certain Qualified Plans, the terms of the Qualified Plan Endorsement and the plans may govern the right to benefits, regardless of the terms of the Contract.

#### Spousal Protection Benefit (Co-Annuitant) Option and Death of Co-Annuitant

We offer a Spousal Protection Benefit (Co-Annuitant) Option that may be added to your Contract subject to the following conditions:

- .. The individually owned Contract must be either a traditional, Roth, or Simplified Employee Pension IRA.



- .. The Contract Owner's spouse must be the sole Primary Beneficiary of the Contract and will be the named Co-Annuitant.
- .. The Contract Owner must be age 90 or younger on the Rider Application Date; and the Co-Annuitant must be age 79 or younger on the Rider Application Date.
- .. On or after May 1, 2005, the Option may be added only when we issue the Contract or within 6 months of the Contract Owner's marriage. You may not add the Option to your Contract without our prior approval if your Contract Value is greater than \$1,000,000 at the time you choose to add the Option. We may require proof of marriage in a form satisfactory to us.

Under the Spousal Protection Benefit Option, the Co-Annuitant will be considered to be an Annuitant under the Contract during the Accumulation Phase except that the "Death of Annuitant" provision does not apply on the death of the Co-Annuitant, and the latest Payout Start Date will be based solely on the Contract Owner's age.

You may change the Co-Annuitant to a new spouse only if you provide proof of remarriage in a form satisfactory to us. Once we accept a change, the change will take effect on the date you signed the request. Each change is subject to any payment we make or other action we take before we accept it. At any time, there may be only one Co-Annuitant under your Contract.

There is an annual Rider Fee of 0.10% of the Contract Value for new Options added on or after January 1, 2005. For Options added prior to this date, there is no charge for this Option. We reserve the right to assess an annual Rider Fee not to exceed 0.15% for Options added in the future. Once this Option is added to your Contract, we guarantee that we will not increase what we charge you for this Option. For Contracts purchased on or after January 1, 2005, we may discontinue offering the Spousal Protection Benefit (Co-Annuitant) Option at any time prior to the time you elect to receive it.

The option will terminate upon the date termination is accepted by us or will terminate on the earliest of the following occurrences:

- .. upon the death of the Co-Annuitant (as of the date we determine the Death Proceeds);
- .. upon the death of the Contract Owner (as of the date we determine the Death Proceeds);
- .. on the date the Contract is terminated;
- .. on the Payout Start Date; or
- .. on the date you change the beneficiary of the Contract and the change is accepted by us;
- .. for options added on or after January 1, 2005, the Owner may terminate the option upon the divorce of the Owner and the Co-Annuitant by providing written notice and proof of divorce in a form satisfactory to us;
- .. for options added prior to January 1, 2005, the Owner may terminate this option at anytime by written notice in a form satisfactory to us.

Once terminated, a new Spousal Protection Benefit (Co-Annuitant) Option cannot be added to the Contract unless the last Option attached to the Contract was terminated due to divorce or a change of beneficiary.

Death of Co-Annuitant. If the Co-Annuitant dies prior to the Payout Start Date, subject to the following conditions, the Contract will be continued according to Option D under the "Death of Owner" provision of your Contract:

- .. The Co-Annuitant must have been your legal spouse on the date of his or her death; and
- .. Option D of the "Death of Owner" provision of your Contract has not previously been exercised.

The Contract may only be continued once under Option D under the "Death of Owner" provision. For a description of Option D, see the "Death of Owner" section of this prospectus.

#### Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts and Death of Co-Annuitant

We offer a Spousal Protection Benefit (Co-Annuitant) Option for certain Custodial Individual Retirement Accounts established under Code Section 408(a) that may be added to your Contract. CSP may not be available in all states. CSP is subject to the following conditions ("CSP Conditions"):

- .. The beneficially owned Contract must be a Custodial traditional IRA, Custodial Roth IRA, or a Custodial Simplified Employee Pension IRA.
- .. The Annuitant must be the beneficial owner of the Custodial traditional IRA, Custodial Roth IRA, or Custodial Simplified Employee Pension IRA.
- .. The Co-Annuitant must be the legal spouse of the Annuitant. Only one Co-Annuitant may be named.
- .. The Co-Annuitant must be the sole beneficiary of the Custodial traditional IRA, Custodial Roth IRA, or the Custodial Simplified Employee Pension IRA.

- .. The Annuitant must be age 90 or younger on the CSP Application Date.
- .. The Co-Annuitant must be age 79 or younger on the CSP Application Date.
- .. On or after May 1, 2005, the CSP may be added only when we issue the Contract or within 6 months of the beneficial owner's marriage. You may not add the CSP to your Contract without our prior approval if your Contract Value is greater than

\$1,000,000 at the time you choose to add the CSP. We may require proof of marriage in a form satisfactory to us.

- .. We have made no payments under any Income Plan.
- .. There is an annual Rider Fee of 0.10% of the Contract Value for new Options added on or after January 1, 2005. For Options added prior to this date, there is no charge for this Option. We reserve the right to increase the annual Rider Fee to up to 0.15% of the Contract Value.

Under CSP, the Co-Annuitant will be considered to be an Annuitant under the Contract during the Accumulation Phase except that:

- .. The Co-Annuitant will not be considered to be an Annuitant for purposes of determining the Payout Start Date.
- .. The "Death of Annuitant" provision of the Contract does not apply on the death of the Co-Annuitant.
- .. The Co-Annuitant is not considered the beneficial owner of the Custodial traditional IRA, Custodial Roth IRA, or the Custodial Simplified Employee Pension IRA.

You may change the Co-Annuitant to a new spouse only if you provide proof of remarriage in a form satisfactory to us. Once we accept a change, the change will take effect on the date you signed the request. Each change is subject to any payment we make or other action we take before we accept it. At any time, there may only be one Co-Annuitant under your Contract.

For Spousal Protection Benefit (Co-Annuitant) Options for Custodial Individual Retirement Accounts added on or after January 1, 2005, there is an annual Rider Fee of 0.10% of the Contract Value for this Option. For Options added prior to this date, there is no charge for this Option. We reserve the right to assess an annual Rider Fee not to exceed 0.15% for Options added in the future. Once this Option is added to your Contract, we guarantee that we will not increase what we charge you for this Option. For Contracts issued on or after January 1, 2005, we may discontinue offering the Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts at any time to new Contract Owners and to existing Contract Owners who did not elect the Option prior to the date of discontinuance.

The Owner may terminate CSP upon the divorce of the Annuitant and the Co-Annuitant by providing written notice and proof of divorce in a form satisfactory to us. The Owner may also terminate CSP upon a change in the beneficiary of the IRA by providing written notice and proof of the change in a form satisfactory to us. CSP will terminate upon the date termination is accepted by us or on the earliest of the following occurrences:

- .. On the date CSP is terminated as described above; or
- .. Upon the death of the Annuitant; or
- .. Upon the death of the Co-Annuitant; or
- .. On the date the Contract is terminated; or
- .. On the Payout Start Date.

Once terminated, a new CSP cannot be added to the Contract unless the last option attached to the Contract was terminated due to divorce or change of beneficiary of the IRA.

Death of Co-Annuitant. This section applies if:

- .. The CSP Conditions are met.
- .. The Annuitant was, at the time of the Co-Annuitant's death, the beneficial owner of the Custodial traditional IRA, Custodial Roth IRA, or Custodial Simplified Employee Pension IRA.
- .. We have received proof satisfactory to us that the Co-Annuitant has died.
- .. The Co-Annuitant was, at the time of the Co-Annuitant's death, the sole beneficiary of the Custodial traditional IRA, Custodial Roth IRA, or Custodial Simplified Employee Pension IRA, and
- .. the Co-Annuitant was, at the time of the Co-Annuitant's death, the legal spouse of the Annuitant.

If this section applies and if the Co-Annuitant dies prior to the Payout Start Date, then, subject to the following conditions, the Contract may be continued according to Option D under the "Death of Owner" provisions under the same terms and conditions that would apply if the Co-Annuitant were the Owner of the Contract before death and the sole new Owner of the Contract were the Annuitant provided that:

- .. The Co-Annuitant was the legal spouse of the Annuitant on the date of Annuitant's death.
- .. The Owner does not thereafter name a new Co-Annuitant; and
- .. The Owner of the Custodial traditional IRA, Custodial Roth IRA, or Custodial Simplified Employee Pension IRA remains the Custodian; and

.. The Contract may only be continued once.

## More Information

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### ALLSTATE

Allstate Life is the issuer of the Contract. Allstate Life was organized in 1957 as a stock life insurance company under the laws of the State of Illinois.

Allstate Life is a wholly owned subsidiary of Allstate Insurance Company, a stock property-liability insurance company organized under the laws of the State of Illinois. All of the capital stock issued and outstanding of Allstate Insurance Company is owned by The Allstate Corporation.

Allstate Life is licensed to operate in the District of Columbia, Puerto Rico, and all jurisdictions except the State of New York. We intend to offer the Contract in those jurisdictions in which we are licensed. Our home office is located at 3100 Sanders Road, Northbrook, Illinois, 60062.

Effective June 1, 2006, Allstate Life entered into an agreement ("the Agreement") with Prudential Financial, Inc. and its subsidiary, The Prudential Insurance Company of America ("PICA") pursuant to which Allstate Life sold, through a combination of coinsurance and modified coinsurance reinsurance, substantially all of its variable annuity business. Pursuant to the Agreement Allstate Life and PICA also entered into an administrative services agreement which provides that PICA or an affiliate administer the Variable Account and the Contracts. The benefits and provisions of the Contracts have not been changed by these transactions and agreements. None of the transactions or agreements have changed the fact that we are primarily liable to you under your Contract.

### VARIABLE ACCOUNT

Allstate Life established the Allstate Financial Advisors Separate Account I in 1999. We have registered the Variable Account with the SEC as a unit investment trust. The SEC does not supervise the management of the Variable Account or Allstate Life.

We own the assets of the Variable Account. The Variable Account is a segregated asset account under Illinois law. That means we account for the Variable Account's income, gains and losses separately from the results of our other operations. It also means that only the assets of the Variable Account that are in excess of the reserves and other Contract liabilities with respect to the Variable Account are subject to liabilities relating to our other operations. Our obligations arising under the Contracts are general corporate obligations of Allstate Life.

The Variable Account consists of multiple Variable Sub-Accounts, each of which invests in a corresponding Portfolio. We may add new Variable Sub-Accounts or eliminate one or more of them, if we believe marketing, tax, or investment conditions so warrant. We do not guarantee the investment performance of the Variable Account, its Sub-Accounts or the Portfolios. We may use the Variable Account to fund our other annuity contracts. We will account separately for each type of annuity contract funded by the Variable Account.

### THE PORTFOLIOS

Dividends and Capital Gain Distributions. We automatically reinvest all dividends and capital gains distributions from the Portfolios in shares of the distributing Portfolios at their net asset value.

Voting Privileges. As a general matter, you do not have a direct right to vote the shares of the Portfolios held by the Variable Sub-Accounts to which you have allocated your Contract Value. Under current law, however, you are entitled to give us instructions on how to vote those shares on certain matters. Based on our present view of the law, we will vote the shares of the Portfolios that we hold directly or indirectly through the Variable Account in accordance with instructions that we receive from Contract Owners entitled to give such instructions.

As a general rule, before the Payout Start Date, the Contract Owner or anyone with a voting interest is the person entitled to give voting instructions. The number of shares that a person has a right to instruct will be determined by dividing the Contract Value allocated to the applicable Variable Sub-Account by the net asset value per share of the corresponding Portfolio as of the record date of the meeting. After the Payout Start Date the person receiving income payments has the voting interest. The payee's number of votes will be determined by dividing the reserve for such Contract allocated to the applicable Sub-Account by the net asset value per share of the corresponding Portfolio. The votes decrease as income payments are made and as the reserves for the Contract decrease.

We will vote shares attributable to Contracts for which we have not received instructions, as well as shares attributable to us, in the same proportion as we vote shares for which we have received instructions, unless we determine that we may vote such shares in our own discretion. We will apply voting instructions to abstain on any item to be voted upon on a pro-rata basis to reduce the votes eligible to be cast.

We reserve the right to vote Portfolio shares as we see fit without regard to voting instructions to the extent permitted by law. If we disregard voting instructions, we will include a summary of that action and our reasons for that action in the next semi-annual financial report we send to you.

Changes in Portfolios. If the shares of any of the Portfolios are no longer available for investment by the Variable Account or if, in our judgment, further



investment in such shares is no longer desirable in view of the purposes of the Contract, we may eliminate that Portfolio and substitute shares of another eligible investment fund. Any substitution of securities will comply with the requirements of the Investment Company Act of 1940. We also may add new Variable Sub-Accounts that invest in additional underlying funds. We will notify you in advance of any change.

**Conflicts of Interest.** Certain of the Portfolios sell their shares to separate accounts underlying both variable life insurance and variable annuity contracts. It is conceivable that in the future it may be unfavorable for variable life insurance separate accounts and variable annuity separate accounts to invest in the same Portfolio. The board of directors/trustees of these Portfolios monitors for possible conflicts among separate accounts buying shares of the Portfolios. Conflicts could develop for a variety of reasons. For example, differences in treatment under tax and other laws or the failure by a separate account to comply with such laws could cause a conflict. To eliminate a conflict, the Portfolio's board of directors/trustees may require a separate account to withdraw its participation in a Portfolio. A Portfolio's net asset value could decrease if it had to sell investment securities to pay redemption proceeds to a separate account withdrawing because of a conflict.

#### THE CONTRACT

**Distribution.** The Contracts are distributed exclusively by their principal underwriter, Morgan Stanley & Co. Incorporated ("Morgan Stanley & Co."). Morgan Stanley & Co., a wholly owned subsidiary of Morgan Stanley, is located at 1585 Broadway, New York, New York 10036. Morgan Stanley & Co. is a registered broker-dealer under the Securities Exchange Act of 1934, as amended, and is a member of the New York Stock Exchange and FINRA. Contracts are sold through the registered representatives of Morgan Stanley & Co. Inc. These registered representatives are also licensed as insurance agents by applicable state insurance authorities and appointed as agents of Allstate Life in order to sell the Contracts.

We will pay commissions to Morgan Stanley & Co. for selling the Contracts. We may pay to Morgan Stanley & Co. up to a maximum sales commission of 6.0% of purchase payments. In addition, we may pay ongoing annual compensation of up to 1.40% of Contract value. To compensate Morgan Stanley for the costs of distribution, insurance licensing, due diligence and other home office services, we pay Morgan Stanley an additional percentage of purchase payments not exceeding 0.80% and a percentage of Contract Value not exceeding 0.20%. Commissions and annual compensation, when combined, could exceed 8.5% of total premium payments. Individual representatives receive a portion of compensation paid to Morgan Stanley & Co. in accordance with Morgan Stanley & Co.'s practices.

We also make additional payments to Morgan Stanley & Co. for promotional marketing and educational expenses and to reimburse certain expenses of registered representatives relating to sales of Contracts. For more information on the exact compensation arrangement associated with this Contract, please consult your registered representative.

In addition, Morgan Stanley & Co. may pay annually to its representatives, from its profits, a persistency bonus that will take into account, among other things, the length of time purchase payments have been held under the Contract and Contract Value.

**Administration.** We have primary responsibility for all administration of the Contracts and the Variable Account. Pursuant to the Agreement, we entered into an administrative services agreement with PICA whereby, PICA or an affiliate provides administrative services to the Variable Account and the Contracts on our behalf.

We provide the following administrative services, among others:

- .. issuance of the Contracts;
- .. maintenance of Contract Owner records;
- .. Contract Owner services;
- .. calculation of unit values;
- .. maintenance of the Variable Account; and
- .. preparation of Contract Owner reports.

We will send you Contract statements at least annually. We will also send you transaction confirmations. You should notify us promptly in writing of any address change. You should read your statements and confirmations carefully and verify their accuracy. You should contact us promptly if you have a question about a periodic statement or a confirmation. We will investigate all complaints and make any necessary adjustments retroactively, but you must notify us of a potential error within a reasonable time after the date of the questioned statement. If you wait too long, we will make the adjustment as of the date that we receive notice of the potential error.

We will also provide you with additional periodic and other reports, information and prospectuses as may be required by federal securities laws.

#### ANNUITIES HELD WITHIN A QUALIFIED PLAN

If you use the Contract within an employer sponsored qualified retirement plan, the plan may impose different or additional conditions or limitations on withdrawals, waivers of withdrawal charges, death benefits, Payout Start Dates, income payments, and other Contract features. In addition, adverse tax

consequences may result if Qualified Plan limits on distributions and other conditions are not met. Please consult your Qualified Plan administrator for more information. Allstate Life no longer issues deferred annuities to employer sponsored qualified retirement plans.



## LEGAL MATTERS

All matters of Illinois law pertaining to the Contracts, including the validity of the Contracts and Allstate Life's right to issue such Contracts under Illinois insurance law, have been passed upon by Susan L. Lees, General Counsel of Allstate Life.

## Taxes

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The following discussion is general and is not intended as tax advice. Allstate Life makes no guarantee regarding the tax treatment of any Contract or transaction involving a Contract.

Federal, state, local and other tax consequences of ownership or receipt of distributions under an annuity contract depend on your individual circumstances. If you are concerned about any tax consequences with regard to your individual circumstances, you should consult a competent tax adviser.

### TAXATION OF ALLSTATE LIFE INSURANCE COMPANY

Allstate Life is taxed as a life insurance company under Part I of Subchapter L of the Code. Since the Variable Account is not an entity separate from Allstate Life, and its operations form a part of Allstate Life, it will not be taxed separately. Investment income and realized capital gains of the Variable Account are automatically applied to increase reserves under the Contract. Under existing federal income tax law, Allstate Life believes that the Variable Account investment income and capital gains will not be taxed to the extent that such income and gains are applied to increase the reserves under the Contract. Accordingly, Allstate Life does not anticipate that it will incur any federal income tax liability attributable to the Variable Account, and therefore Allstate Life does not intend to make provisions for any such taxes. If Allstate Life is taxed on investment income or capital gains of the Variable Account, then Allstate Life may impose a charge against the Variable Account in order to make provision for such taxes.

### TAXATION OF VARIABLE ANNUITIES IN GENERAL

**Tax Deferral.** Generally, you are not taxed on increases in the Contract Value until a distribution occurs. This rule applies only where:

- .. the Contract Owner is a natural person,
- .. the investments of the Variable Account are "adequately diversified" according to Treasury Department regulations, and
- .. Allstate Life is considered the owner of the Variable Account assets for federal income tax purposes.

**Non-Natural Owners.** Non-natural owners are also referred to as Non Living Owners in this prospectus. As a general rule, annuity contracts owned by non-natural persons such as corporations, trusts, or other entities are not treated as annuity contracts for federal income tax purposes. The income on such contracts does not enjoy tax deferral and is taxed as ordinary income received or accrued by the non-natural owner during the taxable year.

**Exceptions to the Non-Natural Owner Rule.** There are several exceptions to the general rule that annuity contracts held by a non-natural owner are not treated as annuity contracts for federal income tax purposes. Contracts will generally be treated as held by a natural person if the nominal owner is a trust or other entity which holds the contract as agent for a natural person. However, this special exception will not apply in the case of an employer who is the nominal owner of an annuity contract under a non-Qualified deferred compensation arrangement for its employees. Other exceptions to the non-natural owner rule are: (1) contracts acquired by an estate of a decedent by reason of the death of the decedent; (2) certain qualified contracts; (3) contracts purchased by employers upon the termination of certain Qualified Plans; (4) certain contracts used in connection with structured settlement agreements; and (5) immediate annuity contracts, purchased with a single premium, when the annuity starting date is no later than a year from purchase of the annuity and substantially equal periodic payments are made, not less frequently than annually, during the annuity period.

**Grantor Trust Owned Annuity.** Contracts owned by a grantor trust are considered owned by a non-natural owner. Grantor trust owned contracts receive tax deferral as described in the Exceptions to the Non-Natural Owner Rule section. In accordance with the Code, upon the death of the annuitant, the death benefit must be paid. According to your Contract, the Death Benefit is paid to the beneficiary. A trust named beneficiary, including a grantor trust, has two options for receiving any death benefits: 1) a lump sum payment, or 2) payment deferred up to five years from date of death.

**Diversification Requirements.** For a Contract to be treated as an annuity for federal income tax purposes, the investments in the Variable Account must be "adequately diversified" consistent with standards under Treasury Department regulations. If the investments in the Variable Account are not adequately diversified, the Contract will not be treated as an annuity contract for federal income tax purposes. As a result, the income on the Contract will be taxed as ordinary income received or accrued by the Contract owner during the taxable year. Although Allstate Life does not have control over the Portfolios or their investments, we expect the Portfolios to meet the diversification requirements.

Ownership Treatment. The IRS has stated that a contract owner will be considered the owner of separate account assets if he possesses incidents of ownership in those assets, such as the ability to exercise investment control over the assets. At the time the diversification regulations were issued, the Treasury Department announced that the regulations do not provide guidance concerning circumstances in which investor control of the separate account investments may cause a Contract owner to be treated as the owner of the separate account. The Treasury Department also stated that future guidance would be issued regarding the extent that owners could direct sub-account investments without being treated as owners of the underlying assets of the separate account.

Your rights under the Contract are different than those described by the IRS in private and published rulings in which it found that Contract owners were not owners of separate account assets. For example, if your contract offers more than twenty (20) investment alternatives you have the choice to allocate premiums and contract values among a broader selection of investment alternatives than described in such rulings. You may be able to transfer among investment alternatives more frequently than in such rulings. These differences could result in you being treated as the owner of the Variable Account. If this occurs, income and gain from the Variable Account assets would be includible in your gross income. Allstate Life does not know what standards will be set forth in any regulations or rulings which the Treasury Department may issue. It is possible that future standards announced by the Treasury Department could adversely affect the tax treatment of your Contract. We reserve the right to modify the Contract as necessary to attempt to prevent you from being considered the federal tax owner of the assets of the Variable Account. However, we make no guarantee that such modification to the Contract will be successful.

Taxation of Partial and Full Withdrawals. If you make a partial withdrawal under a Non-Qualified Contract, amounts received are taxable to the extent the Contract Value, without regard to surrender charges, exceeds the investment in the Contract. The investment in the Contract is the gross premium paid for the contract minus any amounts previously received from the Contract if such amounts were properly excluded from your gross income. If you make a full withdrawal under a Non-Qualified Contract, the amount received will be taxable only to the extent it exceeds the investment in the Contract.

Taxation of Annuity Payments. Generally, the rule for income taxation of annuity payments received from a Non-Qualified Contract provides for the return of your investment in the Contract in equal tax-free amounts over the payment period. The balance of each payment received is taxable. For fixed annuity payments, the amount excluded from income is determined by multiplying the payment by the ratio of the investment in the Contract (adjusted for any refund feature or period certain) to the total expected value of annuity payments for the term of the Contract. If you elect variable annuity payments, the amount excluded from taxable income is determined by dividing the investment in the Contract by the total number of expected payments. The annuity payments will be fully taxable after the total amount of the investment in the Contract is excluded using these ratios. If any variable payment is less than the excludable amount you should contact a competent tax advisor to determine how to report any unrecovered investment. The federal tax treatment of annuity payments is unclear in some respects. As a result, if the IRS should provide further guidance, it is possible that the amount we calculate and report to the IRS as taxable could be different. If you die, and annuity payments cease before the total amount of the investment in the Contract is recovered, the unrecovered amount will be allowed as a deduction for your last taxable year.

Taxation of Level Monthly Variable Annuity Payments. You may have an option to elect a variable income payment stream consisting of level monthly payments that are recalculated annually. Although we will report your levelized payments to the IRS in the year distributed, it is possible the IRS could determine that receipt of the first monthly payout of each annual amount is constructive receipt of the entire annual amount. If the IRS were to take this position, the taxable amount of your levelized payments would be accelerated to the time of the first monthly payout and reported in the tax year in which the first monthly payout is received.

Withdrawals After the Payout Start Date. Federal tax law is unclear regarding the taxation of any additional withdrawal received after the Payout Start Date. It is possible that a greater or lesser portion of such a payment could be taxable than the amount we determine.

Distribution at Death Rules. In order to be considered an annuity contract for federal income tax purposes, the Contract must provide:

- .. if any Contract Owner dies on or after the Payout Start Date but before the entire interest in the Contract has been distributed, the remaining portion of such interest must be distributed at least as rapidly as under the method of distribution being used as of the date of the Contract Owner's death;
- .. if any Contract Owner dies prior to the Payout Start Date, the entire interest in the Contract will be distributed within 5 years after the date of the Contract Owner's death. These requirements are satisfied if any portion of the Contract Owner's interest that is payable to (or for the benefit of) a designated Beneficiary is distributed over the life of such Beneficiary (or over a period not extending beyond the life expectancy of the Beneficiary) and the distributions begin within 1 year of the Contract Owner's death. If the Contract Owner's designated

Beneficiary is the surviving spouse of the Contract Owner, the Contract may be continued with the surviving spouse as the new Contract Owner;

- .. if the Contract Owner is a non-natural person, then the Annuitant will be treated as the Contract Owner for purposes of applying the distribution at death rules. In addition, a change in the Annuitant on a Contract owned by a non-natural person will be treated as the death of the Contract Owner.

We administer certain spousal rights under the Contract and related tax reporting in accordance with our understanding of the Defense of Marriage Act (which defines a "marriage" as a legal union between a man and a woman and a "spouse" as a person of the opposite sex). Depending on the state in which your Contract is issued, we may offer certain spousal benefits to civil union couples or same-sex marriage spouses. You should be aware, however, that federal tax law does not recognize civil unions or same-sex marriages. Therefore, we cannot permit a civil union partner or same-sex spouse to continue the Contract upon the death of the first partner under the Contract's "spousal continuance" provision. Civil union couples and same-sex marriage spouses should consider that limitation before selecting a spousal benefit under the Contract.

Taxation of Annuity Death Benefits. Death Benefit amounts are included in income as follows:

- .. if distributed in a lump sum, the amounts are taxed in the same manner as a total withdrawal, or
- .. if distributed under an Income Plan, the amounts are taxed in the same manner as annuity payments.

Penalty Tax on Premature Distributions. A 10% penalty tax applies to the taxable amount of any premature distribution from a non-Qualified Contract. The penalty tax generally applies to any distribution made prior to the date you attain age 59 1/2. However, no penalty tax is incurred on distributions:

- .. made on or after the date the Contract Owner attains age 59 1/2,
- .. made as a result of the Contract Owner's death or becoming totally disabled,
- .. made in substantially equal periodic payments over the Contract Owner's life or life expectancy, or over the joint lives or joint life expectancies of the Contract Owner and the Beneficiary,
- .. made under an immediate annuity, or
- .. attributable to investment in the Contract before August 14, 1982.

You should consult a competent tax advisor to determine how these exceptions may apply to your situation.

Substantially Equal Periodic Payments. With respect to non-Qualified Contracts using substantially equal periodic payments or immediate annuity payments as an exception to the penalty tax on premature distributions, any additional withdrawal or other material modification of the payment stream would violate the requirement that payments must be substantially equal. Failure to meet this requirement would mean that the income portion of each payment received prior to the later of 5 years or the Contract Owner's attaining age 59 1/2 would be subject to a 10% penalty tax unless another exception to the penalty tax applied. The tax for the year of the modification is increased by the penalty tax that would have been imposed without the exception, plus interest for the years in which the exception was used. A material modification does not include permitted changes described in published IRS rulings. You should consult a competent tax advisor prior to creating or modifying a substantially equal periodic payment stream.

Tax Free Exchanges under Internal Revenue Code Section 1035. A 1035 exchange is a tax-free exchange of a non-Qualified life insurance contract, endowment contract or annuity contract into a non-Qualified annuity contract. The contract owner(s) must be the same on the old and new contract. Basis from the old contract carries over to the new contract so long as we receive that information from the relinquishing company. If basis information is never received, we will assume that all exchanged funds represent earnings and will allocate no cost basis to them.

Partial Exchanges. The IRS has issued rulings that permit partial exchanges of annuity contracts. Effective June 30, 2008, a partial exchange, of a deferred annuity contract for another deferred annuity contract, will qualify for tax-deferral only if no amount is withdrawn or surrendered from either contract for a period of 12 months. The 12 month period begins on the date when exchange proceeds are treated as premiums paid for the recipient contract. Withdrawals from, annuitizations, taxable Owner or Annuitant changes, or surrenders of either contract within the 12 month period will retroactively negate the partial exchange, unless one of the following applies:

- .. the contact owner reaches 59 1/2, becomes totally disabled, dies, obtains a divorce or suffers a loss of employment after the partial exchange was completed and prior to the withdrawal, annuitization, Owner or Annuitant change, or surrender;
- .. if the annuity is owned by an entity, the annuitant dies after the partial exchange was completed and prior to the withdrawal, annuitization, Owner or Annuitant change or surrender;
- .. the withdrawal is allocable to investment in the Contract before August 14,

1982; or,

.. the annuity is a qualified funding asset within the meaning of Code section 130(d).

If a partial exchange is retroactively negated, the amount originally transferred to the recipient contract is treated as a withdrawal from the source contract, taxable to the extent of any gain in that contract on the date of the exchange. An additional 10% tax penalty may also apply if the Contract Owner is under age 59 1/2. Your Contract may not permit partial exchanges.

**Taxation of Ownership Changes.** If you transfer a non-Qualified Contract without full and adequate consideration to a person other than your spouse (or to a former spouse incident to a divorce), you will be taxed on the difference between the Contract Value and the investment in the Contract at the time of transfer. Any assignment or pledge (or agreement to assign or pledge) of the Contract Value is taxed as a withdrawal of such amount or portion and may also incur the 10% penalty tax.

**Aggregation of Annuity Contracts.** The Code requires that all non-Qualified deferred annuity contracts issued by Allstate Life (or its affiliates) to the same Contract Owner during any calendar year be aggregated and treated as one annuity contract for purposes of determining the taxable amount of a distribution.

#### INCOME TAX WITHHOLDING

Generally, Allstate Life is required to withhold federal income tax at a rate of 10% from all non-annuitized distributions. The customer may elect out of withholding by completing and signing a withholding election form. If no election is made or no U.S. taxpayer identification number is provided we will automatically withhold the required 10% of the taxable amount. In certain states, if there is federal withholding, then state withholding is also mandatory.

Allstate Life is required to withhold federal income tax using the wage withholding rates for all annuitized distributions. The customer may elect out of withholding by completing and signing a withholding election form. If no election is made, we will automatically withhold using married with three exemptions as the default. If no U.S. taxpayer identification number is provided, we will automatically withhold using single with zero exemptions as the default. In certain states, if there is federal withholding, then state withholding is also mandatory.

Election out of withholding is valid only if the customer provides a U.S. residence address and taxpayer identification number.

Generally, Code Section 1441 provides that Allstate Life as a withholding agent must withhold 30% of the taxable amounts paid to a non-resident alien. A non-resident alien is someone other than a U.S. citizen or resident alien. We require an original IRS Form W-8BEN at issue to certify the owners' foreign status. Withholding may be reduced or eliminated if covered by an income tax treaty between the U.S. and the non-resident alien's country of residence if the payee provides a U.S. taxpayer identification number on a fully completed Form W8BEN. A U.S. taxpayer identification number is a social security number or an individual taxpayer identification number ("ITIN"). ITINs are issued by the IRS to non-resident alien individuals who are not eligible to obtain a social security number. The U.S. does not have a tax treaty with all countries nor do all tax treaties provide an exclusion or lower withholding rate for annuities.

#### TAX QUALIFIED CONTRACTS

The income on tax sheltered annuity (TSA) and IRA investments is tax deferred, and the income from annuities held by such plans does not receive any additional tax deferral. You should review the annuity features, including all benefits and expenses, prior to purchasing an annuity as a TSA or IRA. Tax Qualified Contracts are contracts purchased as or in connection with:

- .. Individual Retirement Annuities (IRAs) under Code Section 408(b);
- .. Roth IRAs under Code Section 408A;
- .. Simplified Employee Pension (SEP IRA) under Code Section 408(k);
- .. Savings Incentive Match Plans for Employees (SIMPLE IRA) under Code Section 408(p);
- .. Tax Sheltered Annuities under Code Section 403(b);
- .. Corporate and Self Employed Pension and Profit Sharing Plans under Code Section 401; and
- .. State and Local Government and Tax-Exempt Organization Deferred Compensation Plans under Code Section 457.

Allstate Life reserves the right to limit the availability of the Contract for use with any of the retirement plans listed above or to modify the Contract to conform with tax requirements. If you use the Contract within an employer sponsored qualified retirement plan, the plan may impose different or additional conditions or limitations on withdrawals, waiver of charges, death benefits, Payout Start Dates, income payments, and other Contract features. In addition, adverse tax consequences may result if Qualified Plan limits on distributions and other conditions are not met. Please consult your Qualified Plan administrator for more information. Allstate Life no longer issues deferred annuities to employer sponsored qualified retirement plans.

The tax rules applicable to participants with tax qualified annuities vary according to the type of contract and the terms and conditions of the endorsement. Adverse tax consequences may result from certain transactions such as excess contributions, premature distributions, and, distributions that do

not conform to specified commencement and minimum distribution rules. Allstate Life can issue an individual retirement annuity on a rollover or transfer of proceeds from a decedent's IRA,

TSA, or employer sponsored retirement plan under which the decedent's surviving spouse is the beneficiary. Allstate Life does not offer an individual retirement annuity that can accept a transfer of funds for any other, non-spousal, beneficiary of a decedent's IRA, TSA, or employer sponsored qualified retirement plan.

Please refer to your Endorsement for IRAs or 403(b) plans, if applicable, for additional information on your death settlement options. In the case of certain Qualified Plans, the terms of the Qualified Plan Endorsement and the plans may govern the right to benefits, regardless of the terms of the Contract.

Taxation of Withdrawals from an Individually Owned Tax Qualified Contract. If you make a partial withdrawal under a Tax Qualified Contract other than a Roth IRA, the portion of the payment that bears the same ratio to the total payment that the investment in the Contract (i.e., nondeductible IRA contributions) bears to the Contract Value, is excluded from your income. We do not keep track of nondeductible contributions, and generally all tax reporting of distributions from Tax Qualified Contracts other than Roth IRAs will indicate that the distribution is fully taxable.

"Qualified distributions" from Roth IRAs are not included in gross income. "Qualified distributions" are any distributions made more than five taxable years after the taxable year of the first contribution to any Roth IRA and which are:

- .. made on or after the date the Contract Owner attains age 59 1/2,
- .. made to a beneficiary after the Contract Owner's death,
- .. attributable to the Contract Owner being disabled, or
- .. made for a first time home purchase (first time home purchases are subject to a lifetime limit of \$10,000).

"Nonqualified distributions" from Roth IRAs are treated as made from contributions first and are included in gross income only to the extent that distributions exceed contributions.

Required Minimum Distributions. Generally, Tax Qualified Contracts (excluding Roth IRAs) require minimum distributions upon reaching age 70 1/2. Failure to withdraw the required minimum distribution will result in a 50% tax penalty on the shortfall not withdrawn from the Contract. Effective December 31, 2005, the IRS requires annuity contracts to include the actuarial present value of other benefits for purposes of calculating the required minimum distribution amount. These other benefits may include accumulation, income, or death benefits. Not all income plans offered under the Contract satisfy the requirements for minimum distributions. Because these distributions are required under the Code and the method of calculation is complex, please see a competent tax advisor. Note that under the Worker, Retiree and Employer Recovery Act, Required Minimum Distributions are suspended for 2009 and are scheduled to resume in 2010.

The Death Benefit and Tax Qualified Contracts. Pursuant to the Code and IRS regulations, an IRA (e.g., traditional IRA, Roth IRA, SEP IRA and SIMPLE IRA) may not invest in life insurance contracts. However, an IRA may provide a death benefit that equals the greater of the purchase payments or the Contract Value. The Contract offers a death benefit that in certain circumstances may exceed the greater of the purchase payments or the Contract Value. We believe that the Death Benefits offered by your Contract do not constitute life insurance under these regulations.

It is also possible that certain death benefits that offer enhanced earnings could be characterized as an incidental death benefit. If the death benefit were so characterized, this could result in current taxable income to a Contract Owner. In addition, there are limitations on the amount of incidental death benefits that may be provided under Qualified Plans, such as in connection with a TSA or employer sponsored qualified retirement plan.

Allstate Life reserves the right to limit the availability of the Contract for use with any of the Qualified Plans listed above.

Penalty Tax on Premature Distributions from Tax Qualified Contracts. A 10% penalty tax applies to the taxable amount of any premature distribution from a Tax Qualified Contract. The penalty tax generally applies to any distribution made prior to the date you attain age 59 1/2. However, no penalty tax is incurred on distributions:

- .. made on or after the date the Contract Owner attains age 59 1/2,
- .. made as a result of the Contract Owner's death or total disability,
- .. made in substantially equal periodic payments over the Contract Owner's life or life expectancy, or over the joint lives or joint life expectancies of the Contract Owner and the Beneficiary,
- .. made after separation from service after age 55 (does not apply to IRAs),
- .. made pursuant to an IRS levy,
- .. made for certain medical expenses,
- .. made to pay for health insurance premiums while unemployed (applies only for IRAs),
- .. made for qualified higher education expenses (applies only for IRAs)

.. made for a first time home purchase (up to a \$10,000 lifetime limit and applies only for IRAs), and



.. from an IRA or attributable to elective deferrals under a 401(k) plan, 403(b) annuity, or certain similar arrangements made to individuals who (because of their being members of a reserve component) are ordered or called to active duty after Sept. 11, 2001, for a period of more than 179 days or for an indefinite period; and made during the period beginning on the date of the order or call to duty and ending at the close of the active duty period.

During the first 2 years of the individual's participation in a SIMPLE IRA, distributions that are otherwise subject to the premature distribution penalty, will be subject to a 25% penalty tax.

You should consult a competent tax advisor to determine how these exceptions may apply to your situation.

Substantially Equal Periodic Payments on Tax Qualified Contracts. With respect to Tax Qualified Contracts using substantially equal periodic payments as an exception to the penalty tax on premature distributions, any additional withdrawal or other material modification of the payment stream would violate the requirement that payments must be substantially equal. Failure to meet this requirement would mean that the income portion of each payment received prior to the later of 5 years or the taxpayer's attaining age 59 1/2 would be subject to a 10% penalty tax unless another exception to the penalty tax applied. The tax for the year of the modification is increased by the penalty tax that would have been imposed without the exception, plus interest for the years in which the exception was used. A material modification does not include permitted changes described in published IRS rulings. You should consult a competent tax advisor prior to creating or modifying a substantially equal periodic payment stream.

Income Tax Withholding on Tax Qualified Contracts. Generally, Allstate Life is required to withhold federal income tax at a rate of 10% from all non-annuitized distributions that are not considered "eligible rollover distributions." The customer may elect out of withholding by completing and signing a withholding election form. If no election is made or if no U.S. taxpayer identification number is provided, we will automatically withhold the required 10% from the taxable amount. In certain states, if there is federal withholding, then state withholding is also mandatory. Allstate Life is required to withhold federal income tax at a rate of 20% on all "eligible rollover distributions" unless you elect to make a "direct rollover" of such amounts to an IRA or eligible retirement plan. Eligible rollover distributions generally include all distributions from Tax Qualified Contracts, including TSAs but excluding IRAs, with the exception of:

- .. required minimum distributions, or,
- .. a series of substantially equal periodic payments made over a period of at least 10 years, or,
- .. a series of substantially equal periodic payments made over the life (joint lives) of the participant (and beneficiary), or,
- .. hardship distributions.

Note that under the Worker, Retiree and Employer Recovery Act of 2008, required minimum distributions are suspended for 2009. Such payments are not considered to be eligible rollover distributions, and thus, not subject to 20% withholding. But, these payments can be rolled over to an IRA or other retirement plan within 60 days of receipt by the participant.

For all annuitized distributions that are not subject to the 20% withholding requirement, Allstate Life is required to withhold federal income tax using the wage withholding rates. The customer may elect out of withholding by completing and signing a withholding election form. If no election is made, we will automatically withhold using married with three exemptions as the default. If no U.S. taxpayer identification number is provided, we will automatically withhold using single with zero exemptions as the default. In certain states, if there is federal withholding, then state withholding is also mandatory.

Election out of withholding is valid only if the customer provides a U.S. residence address and taxpayer identification number.

Generally, Code Section 1441 provides that Allstate Life as a withholding agent must withhold 30% of the taxable amounts paid to a non-resident alien. A non-resident alien is someone other than a U.S. citizen or resident alien. We require an original IRS Form W8BEN at issue to certify the owners' foreign status. Withholding may be reduced or eliminated if covered by an income tax treaty between the U.S. and the non-resident alien's country of residence if the payee provides a U.S. taxpayer identification number on a fully completed Form W8BEN. A U.S. taxpayer identification number is a social security number or an individual taxpayer identification number ("ITIN"). ITINs are issued by the IRS to non-resident alien individuals who are not eligible to obtain a social security number. The U.S. does not have a tax treaty with all countries nor do all tax treaties provide an exclusion or lower withholding rate for annuities.

Charitable IRA Distributions. The Pension Protection Act of 2006 included a charitable giving incentive permitting tax-free IRA distributions for charitable purposes. The Emergency Economic Stabilization Act of 2008 extended this provision for two years.

For distributions in tax years beginning after 2005 and before 2010, the Act provides an exclusion from gross income, up to \$100,000, for otherwise taxable IRA distributions from a traditional or Roth IRA that are qualified charitable

distributions. To constitute a qualified charitable distribution, the distribution must be made (1) directly by the IRA trustee to certain qualified

charitable organizations and (2) on or after the date the IRA owner attains age 70 1/2. Distributions that are excluded from income under this provision are not taken into account in determining the individual's deduction, if any, for charitable contributions.

The IRS has indicated that an IRA trustee is not responsible for determining whether a distribution to a charity is one that satisfies the requirements for the new income tax exclusion added by the Pension Protection Act. As a result the general rules for reporting IRA distributions apply.

**Individual Retirement Annuities.** Code Section 408(b) permits eligible individuals to contribute to an individual retirement program known as an Individual Retirement Annuity (IRA). Individual Retirement Annuities are subject to limitations on the amount that can be contributed and on the time when distributions may commence. Certain distributions from other types of qualified retirement plans may be "rolled over" on a tax-deferred basis into an Individual Retirement Annuity.

**Roth Individual Retirement Annuities.** Code Section 408A permits eligible individuals to make nondeductible contributions to an individual retirement program known as a Roth Individual Retirement Annuity. Roth Individual Retirement Annuities are subject to limitations on the amount that can be contributed and on the time when distributions may commence.

Subject to certain limitations, a traditional Individual Retirement Account or Annuity may be converted or "rolled over" to a Roth Individual Retirement Annuity. For distributions after 2007, the Pension Protection Act of 2006 allows distributions from qualified retirement plans including tax sheltered annuities and governmental Section 457 plans to be rolled over directly into a Roth IRA, subject to the usual rules that apply to conversions from a traditional IRA into a Roth IRA. The income portion of a conversion or rollover distribution is taxable currently, but is exempted from the 10% penalty tax on premature distributions. An individual with adjusted gross income (AGI) of \$100,000 or more won't be able to rollover amounts from an eligible retirement plan into a Roth IRA. Please note, however, that the \$100,000 AGI limit will be eliminated for tax years beginning after December 31, 2009. Effective January 1, 2005, the IRS requires conversions of annuity contracts to include the actuarial present value of other benefits for purposes of valuing the taxable amount of the conversion.

**Annuities Held By Individual Retirement Accounts (commonly known as Custodial IRAs).** Code Section 408 permits a custodian or trustee of an Individual Retirement Account to purchase an annuity as an investment of the Individual Retirement Account. If an annuity is purchased inside of an Individual Retirement Account, then the Annuitant must be the same person as the beneficial owner of the Individual Retirement Account.

If you have a contract issued as an IRA under Code Section 408(b) and request to change the ownership to an IRA custodian permitted under Section 408, we will treat a request to change ownership from an individual to a custodian as an indirect rollover. We will send a Form 1099R to report the distribution and the custodian should issue a Form 5498 for the contract value contribution.

Generally, the death benefit of an annuity held in an Individual Retirement Account must be paid upon the death of the Annuitant. However, in most states, the Contract permits the custodian or trustee of the Individual Retirement Account to continue the Contract in the accumulation phase, with the Annuitant's surviving spouse as the new Annuitant, if the following conditions are met:

- 1) The custodian or trustee of the Individual Retirement Account is the owner of the annuity and has the right to the death proceeds otherwise payable under the Contract;
- 2) The deceased Annuitant was the beneficial owner of the Individual Retirement Account;
- 3) We receive a complete request for settlement for the death of the Annuitant; and
- 4) The custodian or trustee of the Individual Retirement Account provides us with a signed certification of the following:
  - (a) The Annuitant's surviving spouse is the sole beneficiary of the Individual Retirement Account;
  - (b) The Annuitant's surviving spouse has elected to continue the Individual Retirement Account as his or her own Individual Retirement Account; and
  - (c) The custodian or trustee of the Individual Retirement Account has continued the Individual Retirement Account pursuant to the surviving spouse's election.

**Simplified Employee Pension IRA.** Code Section 408(k) allows eligible employers to establish simplified employee pension plans for their employees using individual retirement annuities. These employers may, within specified limits, make deductible contributions on behalf of the employees to the individual retirement annuities. Employers intending to use the Contract in connection with such plans should seek competent tax advice.

**Savings Incentive Match Plans for Employees (SIMPLE IRA).** Code Section 408(p) allows eligible employers with 100 or fewer employees to establish SIMPLE retirement plans for their employees using individual retirement annuities. In general, a SIMPLE IRA consists of a salary deferral program for eligible

employees and matching or nonelective contributions made by employers.  
Employers intending to purchase the Contract as a SIMPLE IRA should seek  
competent

tax and legal advice. SIMPLE IRA plans must include the provisions of the Economic Growth and Tax Relief Reconciliation Act of 2007 (EGTRRA) to avoid adverse tax consequences. If your current SIMPLE IRA plan uses IRS Model Form 5304-SIMPLE with a revision date of March 2002 or later, then your plan is up to date. If your plan has a revision date prior to March 2002, please consult with your tax or legal advisor to determine the action you need to take in order to comply with this requirement.

To determine if you are eligible to contribute to any of the above listed IRAs (traditional, Roth, SEP, or SIMPLE), please refer to IRS Publication 590 and your competent tax advisor.

Tax Sheltered Annuities. Code Section 403(b) provides tax-deferred retirement savings plans for employees of certain non-profit and educational organizations. Under Section 403(b), any contract used for a 403(b) plan must provide that distributions attributable to salary reduction contributions made after 12/31/88, and all earnings on salary reduction contributions, may be made only on or after the date the employee:

- .. attains age 59 1/2,
- .. severs employment,
- .. dies,
- .. becomes disabled, or
- .. incurs a hardship (earnings on salary reduction contributions may not be distributed on account of hardship).

These limitations do not apply to withdrawals where Allstate Life is directed to transfer some or all of the Contract Value to another 403(b) plan. Generally, we do not accept funds in 403(b) contracts that are subject to the Employee Retirement Income Security Act of 1974 (ERISA).

Caution: Under recent IRS regulations we can accept contributions, transfers and rollovers only if we have entered into an information-sharing agreement, or its functional equivalent, with the applicable employer or its plan administrator. Unless your contract is grandfathered from certain provisions in these regulations, we will only process certain transactions (e.g, transfers, withdrawals, hardship distributions and, if applicable, loans) with employer approval. This means that if you request one of these transactions we will not consider your request to be in good order, and will not therefore process the transaction, until we receive the employer's approval in written or electronic form.

Corporate and Self-Employed Pension and Profit Sharing Plans.

Section 401(a) of the Code permits corporate employers to establish various types of tax favored retirement plans for employees. Self-employed individuals may establish tax favored retirement plans for themselves and their employees (commonly referred to as "H.R.10" or "Keogh"). Such retirement plans may permit the purchase of annuity contracts. Allstate Life no longer issues annuity contracts to employer sponsored qualified retirement plans.

There are two owner types for contracts intended to qualify under Section 401(a): a qualified plan fiduciary or an annuitant owner.

- .. A qualified plan fiduciary exists when a qualified plan trust that is intended to qualify under Section 401(a) of the Code is the owner. The qualified plan trust must have its own tax identification number and a named trustee acting as a fiduciary on behalf of the plan. The annuitant should be the person for whose benefit the contract was purchased.
- .. An annuitant owner exists when the tax identification number of the owner and annuitant are the same, or the annuity contract is not owned by a qualified plan trust. The annuitant should be the person for whose benefit the contract was purchased.

If a qualified plan fiduciary is the owner of the contract, the qualified plan must be the beneficiary so that death benefits from the annuity are distributed in accordance with the terms of the qualified plan. Annuitant owned contracts require that the beneficiary be the annuitant's spouse (if applicable), which is consistent with the required IRS language for qualified plans under Section 401(a). A completed Annuitant Owned Qualified Plan Designation of Beneficiary form is required in order to change the beneficiary of an annuitant owned Qualified Plan contract.

State and Local Government and Tax-Exempt Organization Deferred Compensation Plans. Section 457 of the Code permits employees of state and local governments and tax-exempt organizations to defer a portion of their compensation without paying current taxes. The employees must be participants in an eligible deferred compensation plan. In eligible governmental plans, all assets and income must be held in a trust/ custodial account/annuity contract for the exclusive benefit of the participants and their beneficiaries. To the extent the Contracts are used in connection with a non-governmental eligible plan, employees are considered general creditors of the employer and the employer as owner of the Contract has the sole right to the proceeds of the Contract. Under eligible 457 plans, contributions made for the benefit of the employees will not be includible in the employees' gross income until distributed from the plan. Allstate Life no longer issues annuity contracts to 457 plans.



Allstate Life's Annual Report on Form 10-K for the year ended December 31, 2008, is incorporated herein by reference, which means that it is legally a part of this prospectus.

All other reports filed with the SEC under the Exchange Act since the Form 10-K Annual Report, including filings made on Form 10-Q and Form 8-K, and all documents or reports we file with the SEC under the Exchange Act after the date of this prospectus and before we terminate the offering of the securities under this prospectus are also incorporated herein by reference, which means that they are legally a part of this prospectus.

Statements in this prospectus, or in documents that we file later with the SEC and that legally become a part of this prospectus, may change or supersede statements in other documents that are legally part of this prospectus. Accordingly, only the statement that is changed or replaced will legally be a part of this prospectus.

#### Annual Reports and Other Documents

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We file our Exchange Act documents and reports, including our annual report on Form 10-K quarterly reports on Form 10-Q and current reports on Form 8-K electronically on the SEC's "EDGAR" system using the identifying number CIK No. 0000352736. The SEC maintains a Web site that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC. The address of the site is <http://www.sec.gov>. You also can view these materials at the SEC's Public Reference Room at 100 F Street NE, Room 1580, Washington, DC 20549-2001. For more information on the operations of SEC's Public Reference Room, call 1-800-SEC-0330.

If you have received a copy of this prospectus, and would like a free copy of any document incorporated herein by reference (other than exhibits not specifically incorporated by reference into the text of such documents), please write or call us at P.O. Box 758565, Topeka, KS 66675-8565 or 1-800-457-7617.

Statement of Additional Information  
Table of Contents

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Additions, Deletions, or Substitutions of Investments	2
The Contracts	2
Purchase of Contracts	2
Tax-Free Exchange (1035 Exchanges, Rollovers and Transfers)	3
Calculation of Accumulation Unit Values	3
Net Investment Factor	3
Calculation of Variable Income Payments	4
Calculation of Annuity Unit Values	5
General Matters	5
Incontestability	5
Settlements	5
Safekeeping of the Variable Account's Assets	5
Premium Taxes	6
Tax Reserves	6
Experts	6
Financial Statements	6
Appendix A - Accumulation Unit Values	A-1

THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFERING IN ANY JURISDICTION IN WHICH SUCH OFFERING MAY NOT LAWFULLY BE MADE. WE DO NOT AUTHORIZE ANYONE TO PROVIDE ANY INFORMATION OR REPRESENTATIONS REGARDING THE OFFERING DESCRIBED IN THIS PROSPECTUS OTHER THAN AS CONTAINED IN THIS PROSPECTUS.



Appendix A  
 Contract Comparison Chart

Feature	Allstate Variable Annuity	Allstate Variable Annuity - L Share
DCA Fixed Account Option	3 to 6 month transfer periods 7 to 12 month transfer periods	3 to 6 month transfer periods 7 to 12 month transfer periods
Standard Fixed Account Option	1-, 3-*, 5-*, and 7-* year guarantee periods	N/A
MVA Fixed Account Option**	3-, 5-, 7-, and 10-year guarantee periods	3-, 5-, 7-, and 10-year guarantee periods
Mortality and Expense Risk Charge (Base Contract)	1.10%	1.50%
Withdrawal Charge (% of purchase payment)	7/ 7/ 6/ 5/ 4/ 3/ 2	7/ 6/ 5
Withdrawal Charge Waivers	Confinement, Terminal Illness, Unemployment	Confinement, Terminal Illness, Unemployment

The Fixed Account Options available depend on the type of Contract you have purchased and the state in which your Contract was issued. The table summarizes the availability of the Fixed Account Options in general. Please check with your Morgan Stanley Financial Advisor for specific details for your state.

\* Available only in states in which the MVA Fixed Account Option is not offered.

\*\*Not available in states in which the 3-, 5-, or 7-year Standard Fixed Account Options are offered.

The Market Value Adjustment is based on the following:

- I = the Treasury Rate for a maturity equal to the term length of the Guarantee Period Account for the week preceding the establishment of the Market Value Adjusted Fixed Guarantee Period Account;
- J = the Treasury Rate for a maturity equal to the term length of the Market Value Adjusted Fixed Guarantee Period Account for the week preceding the date amounts are transferred or withdrawn from the Market Value Adjusted Fixed Guarantee Period Account, the date we determine the Death Proceeds, or the Payout Start Date, as the case may be ("Market Value Adjustment Date").
- N = the number of whole and partial years from the Market Value Adjustment Date to the expiration of the term length of the Market Value Adjusted Fixed Guarantee Period Account.

Treasury Rate means the U.S. Treasury Note Constant Maturity yield as reported in Federal Reserve Board Statistical Release H.15. If such yields cease to be available in Federal Reserve Board Statistical Release H.15, then we will use an alternate source for such information in our discretion.

The Market Value Adjustment factor is determined from the following formula:

$$.9 \times [I - (J + .0025)] \times N$$

To determine the Market Value Adjustment, we will multiply the Market Value Adjustment factor by the amount transferred, withdrawn, paid as Death Proceeds, or applied to an Income Plan from a Market Value Adjusted Fixed Guarantee Period Account at any time other than during the 30 day period after such Guarantee Period Account expires. NOTE: These examples assume that premium taxes are not applicable.

Examples Of Market Value Adjustment

Purchase Payment: \$10,000 allocated to a Market Value Adjusted Fixed Guarantee Period Account  
 Guarantee Period: 5 years  
 Interest Rate: 4.50%  
 Full Withdrawal: End of Contract Year 3  
 Contract: Allstate Variable Annuity\*

Example 1: (Assumes Declining Interest Rates)

Step 1: Calculate Contract Value at End of Contract Year 3: = \$10,000.00 X (1.045) /3/ = \$11,411.66  
 Step 2: Calculate the Free Withdrawal Amount: = .15 X \$10,000 = \$1500  
 Step 3: Calculate the Withdrawal Charge: = .06 X (\$10,000 - \$1,500) = \$510  
 Step 4: Calculate the Market Value Adjustment:  
     I = 4.50%  
     J = 4.20%  
     730 DAYS  
     N = ----- = 2  
     365 DAYS  
     Market Value Adjustment Factor: .9 X [I - (J + .0025)] X N  
     = .9 X [.045 - (.042 + .0025)] X 2 = .0009  
     Market Value Adjustment = Market Value Adjustment Factor X Amount  
     Subject To Market Value Adjustment:  
     = .0009 X \$11,411.66 = \$10.27  
 Step 5: Calculate the amount received by Contract owner as a result of full withdrawal at the end of Contract Year 3:  
 = \$11,411.66 - \$510 + \$10.27 = \$10,911.93

Example 2: (Assumes Rising Interest Rates)

Step 1: Calculate Contract Value at End of Contract Year 3: = \$10,000.00 X (1.045)<sup>3</sup> = \$11,411.66  
 Step 2: Calculate The Free Withdrawal Amount: = .15 X \$10,000 = \$1,500  
 Step 3: Calculate the Withdrawal Charge: = 0.06 X (\$10,000 - \$1,500) = \$510  
 Step 4: Calculate the Market Value Adjustment:  
 I = 4.50%  
 J = 4.80%  
 730 DAYS  
 N = ----- = 2  
 365 DAYS  
 Market Value Adjustment Factor: .9 X [I - (J + .0025)] X N  
 = .9 X [(0.045 - (.048 + .0025)] X (2) = -.0099  
 Market Value Adjustment = Market Value Adjustment Factor X  
 Amount Subject To Market Value Adjustment:  
 = -.0099 X \$11,411.66 = -\$112.98  
 Step 5: Calculate the amount received by Contract owner as  
 a result of full withdrawal at the end of Contract Year 3:  
 = \$11,411.66 - \$510 - \$112.98 = \$10,788.68

\*These examples assume the election of the Allstate Variable Annuity Contract for the purpose of illustrating the Market Value Adjustment calculation. The amounts would be different under the Allstate Variable Annuity - L Share Contract, which has different expenses and withdrawal charges.

Appendix C  
Example of Calculation of Income Protection Benefit

Appendix C illustrates how we calculate the amount guaranteed under the Income Protection Benefit Option. Please remember that you are looking at an example only. Please also remember that the Income Protection Benefit Option may only be added to Income Plans 1 and/or 2, and only to those Income Plans for which you have selected variable income payments.

To illustrate the calculation of the amount guaranteed under the Income Protection Benefit Option, we assume the following:

Adjusted age of Annuitant on the Payout Start Date:	65
Sex of Annuitant:	male
Income Plan selected:	1
Payment frequency:	monthly
Amount applied to variable income payments under the Income Plan:	\$100,000.00

The example assumes that the withdrawal charge period has expired for all purchase payments. In accordance with the terms of the Contract, the following additional assumptions apply:

Assumed investment rate:	3%
Guaranteed minimum variable income payment:	85% of the initial variable amount income value

Step 1 - Calculation of the initial variable amount income value:

Using the assumptions stated above, the initial monthly income payment is \$5.49 per \$1,000 applied to variable income payments under Income Plan 1. Therefore, the initial variable amount income value =  $\$100,000 \times \$5.49/1000 = \$549.00$ .

Step 2 - Calculation of the amount guaranteed under the Income Protection Benefit Option:

guaranteed minimum variable income payment =  $85\% \times \text{initial variable amount income value} = 85\% \times \$549.00 = \$466.65$ .

Step 3 - Illustration of the effect of the minimum payment guarantee under the Income Protection Benefit Option:

If in any month your variable income payments would fall below the amount guaranteed under the Income Protection Benefit Option, your payment for that month will equal the guaranteed minimum variable income payment. For example, you would receive \$466.65 even if the amount of your monthly income payment would have been less than that as a result of declining investment experience. On the other hand, if your monthly income payment is greater than the minimum guaranteed \$466.65, you would receive the greater amount.

Appendix D  
 Withdrawal Adjustment Example - Income Benefits\*

Issue Date: January 1, 2003

Initial Purchase Payment: \$50,000.

Date	Type of Occurrence	Beginning Contract Value	Transaction Amount	Income Benefit Amount		
				Contract Value After Occurrence	Maximum Anniversary Value	5% Roll-Up Value**
1/1/04	Contract Anniversary	\$55,000	—	\$55,000	\$55,000	\$52,500
7/1/04	Partial Withdrawal	\$60,000	\$15,000	\$45,000	\$41,250	\$40,176

The following shows how we compute the adjusted income benefits in the example above. Please note that the withdrawal adjustment reduces the Maximum Anniversary Value by the same proportion as the withdrawal reduces the Contract Value. The withdrawal adjustment reduces the 5% Roll-Up Value part dollar-for-dollar and part proportionally.

Maximum Anniversary Value Income Benefit

Partial Withdrawal Amount	(a)	\$15,000
Contract Value Immediately Prior to Partial Withdrawal	(b)	\$60,000
Value of Income Benefit Amount Immediately Prior to Partial Withdrawal	(c)	\$55,000
Withdrawal Adjustment	$[(a)/(b)]*(c)$	\$13,750
Adjusted Income Benefit		\$41,250

5 % Roll-Up Value Income Benefit\*\*

Total Partial Withdrawal Amount	(a)	\$15,000
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STEP I - Dollar For Dollar Portion

Contract Value Immediately Prior to Partial Withdrawal	(b)	\$60,000
Value of Income Benefit Amount Immediately Prior to Partial Withdrawal (assumes 181 days worth of interest on \$52,500 and \$54,600, respectively)	(c)	\$53,786
Partial Withdrawal Amount (Corridor = 5% of Roll-Up Value on 1/1/04)	(d)	\$ 2,625
Dollar for Dollar Withdrawal Adjustment (discounted for a half year's worth of interest)	$(e) = (d) * 1.05^{-0.5}$	\$ 2,562
Contract Value After Step 1	$(b') = (b) - (d)$	\$57,375
Adjusted Income Benefit After Step 1	$(c') = (c) - (e)$	\$51,224

STEP 2 - Proportional Portion

Partial Withdrawal Amount	$(a') = (a) - (d)$	\$12,375
Proportional Adjustment	$(a') / (b') * (c')$	\$11,048
Contract Value After Step 2	$(b') - (a')$	\$45,000
Adjusted Income Benefit After Step 2		\$40,176

\* For purpose of illustrating the withdrawal adjustment calculation, the example assumes the same hypothetical Contract Values and Maximum Anniversary Value for all Contracts, net of applicable fees and charges. Actual income benefit amounts will differ due to the different fees and charges under each Contract. Please remember that you are looking at an example and that your investment performance may be greater or lower than the figures shown.

\*\*In certain states, the Roll-Up Value Income Benefit accumulates interest on a daily basis at a rate equivalent to 3% per year rather than 5%. If calculations assumed an interest rate of 3% per year, the adjusted income benefit would be lower.

Appendix E  
 Withdrawal Adjustment Example - Death Benefits\*

Issue Date: January 1, 2007

Initial Purchase Payment: \$50,000

Date	Type of Occurrence	Beginning Contract Value	Transaction Amount	Contract Value After Occurrence	Death Benefit Amount		
					Purchase Payment Value	Maximum Anniversary Value	Enhanced Beneficiary Value**
1/1/ 2008	Contract Anniversary	\$55,000	—	\$55,000	\$50,000	\$55,000	\$52,500
7/1/ 2008	Partial Withdrawal	\$60,000	\$15,000	\$45,000	\$37,500	\$41,250	\$40,339

The following shows how we compute the adjusted death benefits in the example above. Please note that the withdrawal reduces the Purchase Payment Value, the Maximum Anniversary Value, and the Enhanced Beneficiary Value by the same proportion as the withdrawal reduces the Contract Value.

Purchase Payment Value Death Benefit

Partial Withdrawal Amount	(a)	\$15,000
Contract Value Immediately Prior to Partial Withdrawal	(b)	\$60,000
Value of Death Benefit Amount Immediately Prior to Partial Withdrawal	(c)	\$50,000
Withdrawal Adjustment	$[(a)/(b)]*(c)$	\$12,500
Adjusted Death Benefit		\$37,500

MAV Death Benefit

Partial Withdrawal Amount	(a)	\$15,000
Contract Value Immediately Prior to Partial Withdrawal	(b)	\$60,000
Value of Death Benefit Amount Immediately Prior to Partial Withdrawal	(c)	\$55,000
Withdrawal Adjustment	$[(a)/(b)]*(c)$	\$13,750
Adjusted Death Benefit		\$41,250

Enhanced Beneficiary Protection (Annual Increase) Benefit\*\*

Partial Withdrawal Amount	(a)	\$15,000
Contract Value Immediately Prior to Partial Withdrawal	(b)	\$60,000
Value of Death Benefit Amount Immediately Prior to Partial Withdrawal (assumes 181 days worth of interest on \$52,500 and \$54,600, respectively)	(c)	\$53,786
Withdrawal Adjustment	$[(a)/(b)]*(c)$	\$13,446
Adjusted Death Benefit		\$40,339

\* For purpose of illustrating the withdrawal adjustment calculation, the example assumes the same hypothetical Contract Values and Maximum Anniversary Value for all Contracts, net of applicable fees and charges. Actual death benefit amounts will differ due to the different fees and charges under each Contract. Please remember that you are looking at an example and that your investment performance may be greater or lower than the figures shown.

\*\*Calculations for the Enhanced Beneficiary Protection (Annual Increase) Benefit assumed that interest accumulates on a daily basis at a rate equivalent to 5% per year. In certain states, the benefit provides for interest that accumulates at a rate of 3% per year. If calculations assumed an interest rate of 3% per year, the adjusted death benefit would be lower.

Appendix F  
 Calculation of Earnings Protection Death Benefit\*

The following are examples of the Earnings Protection Death Benefit Option. For illustrative purposes, the examples assume Earnings in each case. Please remember that you are looking at examples and that your investment performance may be greater or lower than the figures shown.

Example 1: Elected When Contract Was Issued Without Any Subsequent Additions or Withdrawals

In this example, assume that the oldest Contract Owner is age 55 on the Rider Application Date and elects the Earnings Protection Death Benefit Option when the Contract is issued. The Contract Owner makes an initial purchase payment of \$100,000. After four years, the Contract Owner dies. On the date Allstate Life receives a Complete Request for Settlement, the Contract Value is \$125,000. Prior to his death, the Contract Owner did not make any additional purchase payments or take any withdrawals.

Excess of Earnings Withdrawals	= \$0
Purchase Payments in the 12 months prior to death	= \$0
In-Force Premium	= \$100,000 ( \$100,000 + \$0 - \$0 )
In-Force Earnings	= \$25,000 ( \$125,000 - \$100,000 )
Earnings Protection Death Benefit**	= 40% * \$25,000 = \$10,000

Since 40% of In-Force Earnings is less than 100% of the In-Force Premium (excluding purchase payments in the 12 months prior to death), the In-Force Earnings are used to compute the Earnings Protection Death Benefit amount.

\* For purposes of illustrating the calculation of Earnings Protection Death Benefit Option, the example assumes the same hypothetical Contract Values for all Contracts, net of applicable fees and charges. Actual death benefit amounts will differ due to the different fees and charges under each Contract.

\*\*If the oldest Contract Owner or Annuitant had been over age 70, and both were age 79 or younger on the Rider Application Date, the Earnings Protection Death Benefit would be 25% of the In-Force Earnings (\$6,250.00).

Example 2: Elected When Contract Was Issued With Subsequent Withdrawals

In this example, assume the same facts as above, except that the Contract Owner has taken a withdrawal of \$10,000 during the second year of the Contract. Immediately prior to the withdrawal, the Contract Value is \$105,000. Here, \$5,000 of the withdrawal is in excess of the In-Force Earnings at the time of the withdrawal. The Contract Value on the date Allstate Life receives a Complete Request for Settlement will be assumed to be \$114,000.

Excess of Earnings Withdrawals	= \$5,000 ( \$10,000 - \$5,000 )
Purchase Payments in the 12 months prior to death	= \$0
In-Force Premium	= \$95,000 ( \$100,000 + \$0 - \$5,000 )
In-Force Earnings	= \$19,000 ( \$114,000 - \$95,000 )
Earnings Protection Death Benefit**	= 40% * \$19,000 = \$7,600

Since 40% of In-Force Earnings is less than 100% of the In-Force Premium (excluding purchase payments in the 12 months prior to death), the In-Force Earnings are used to compute the Earnings Protection Death Benefit amount.

\* For purposes of illustrating the calculation of Earnings Protection Death Benefit Option, the example assumes the same hypothetical Contract Values for all Contracts, net of applicable fees and charges. Actual death benefit amounts will differ due to the different fees and charges under each Contract.

\*\*If the oldest Contract Owner or Annuitant had been over age 70, and both were age 79 or younger on the Rider Application Date, the Earnings Protection Death Benefit would be 25% of the In-Force Earnings (\$4,750.00).

**Example 3: Elected After Contract Was Issued With Subsequent Additions and Withdrawals**

This example is intended to illustrate the effect of adding the Earnings Protection Death Benefit Option after the Contract has been issued and the effect of later purchase payments. In this example, assume that the oldest Contract Owner is age 72 on the Rider Application Date. At the time the Contract is issued, the Contract Owner makes a purchase payment of \$100,000. After two years pass, the Contract Owner elects to add the Earnings Protection Death Benefit Option. On the date this Rider is added, the Contract Value is \$110,000. Two years later, the Contract Owner withdraws \$50,000. Immediately prior to the withdrawal, the Contract Value is \$130,000. Another two years later, the Contract Owner makes an additional purchase payment of \$40,000. Immediately after the additional purchase payment, the Contract Value is \$130,000. Two years later, the Contract Owner dies with a Contract Value of \$140,000 on the date Allstate Life receives a Complete Request for Settlement.

Excess of Earnings Withdrawals	= \$30,000
	( \$50,000-\$20,000 )
Purchase Payments in the 12 months prior to death	= \$0
In-Force Premium	= \$120,000
	( \$110,000+\$40,000-\$30,000 )
In-Force Earnings	= \$20,000
	( \$140,000-\$120,000 )
Earnings Protection Death Benefit**	= 25%*\$20,000=\$5,000

In this example, In-Force Premium is equal to the Contract Value on Rider Application Date plus the additional purchase payment and minus the Excess-of-Earnings Withdrawal.

Since 25% of In-Force Earnings is less than 50% of the In-Force Premium (excluding purchase payments in the 12 months prior to death ), the In-Force Earnings are used to compute the Earnings Protection Death Benefit amount.

\* For purposes of illustrating the calculation of Earnings Protection Death Benefit Option, the example assumes the same hypothetical Contract Values for all Contracts, net of applicable fees and charges. Actual death benefit amounts will differ due to the different fees and charges under each Contract.

\*\*If the oldest Contract Owner or Annuitant had been age 70 or younger on the Rider Application Date, the Earnings Protection Death Benefit would be 40% of the In-Force Earnings (\$8,000.00).

**Example 4: Spousal Continuation**

This example is intended to illustrate the effect of a surviving spouse electing to continue the Contract upon the death of the Contract Owner on a Contract with the Earnings Protection Death Benefit Option. In this example, assume that the oldest Contract Owner is age 60 at the time the Contract is purchased (with the Earnings Protection Death Benefit Option and MAV Death Benefit Option) with a \$100,000 purchase payment. Five years later the Contract Owner dies and the surviving spouse elects to continue the Contract. The Contract Value and Maximum Anniversary Value at this time are \$150,000 and \$160,000, respectively.

Excess of Earnings Withdrawals	= \$0
Purchase Payments in the 12 months prior to death	= \$0
In-Force Premium	= \$100,000
	( \$100,000+\$0-\$0 )
In-Force Earnings	= \$50,000
	( \$150,000-\$100,000 )
Earnings Protection Death Benefit**	= 40%*\$50,000=\$20,000
Contract Value	= \$150,000
Death Benefit	= \$160,000
Earnings Protection Death Benefit	= \$20,000
Continuing Contract Value	= \$180,000
	( \$160,000+\$20,000 )

Since 40% of In-Force Earnings is less than 100% of the In-Force Premium (excluding purchase payments in the 12 months prior to death), the In-Force Earnings are used to compute the Earnings Protection Death Benefit amount.



Assume the surviving spouse is age 72 when the Contract is continued. At this time, the surviving spouse has the option to continue the Earnings Protection Death Benefit Option at an additional mortality and expense risk charge of 0.40% and with an In-Force Premium amount equal to the Contract Value and the Rider Date reset to the date the Contract is continued. If this selection is made, the Earnings Protection Death Benefit will be equal to the lesser of 25% of the In-Force Earnings and 50% of In-Force Premium. Otherwise, the surviving spouse may elect to terminate the Earnings Protection Death Benefit Option at the time of continuation.

\* For purposes of illustrating the calculation of Earnings Protection Death Benefit Option, the example assumes the same hypothetical Contract Values and Maximum Anniversary Values for all Contracts, net of applicable fees and charges. Actual death benefit amounts will differ due to the different fees and charges under each Contract.

\*\*If the oldest Contract Owner or Annuitant had been over age 70 , and both were age 79 or younger on the Rider Application Date, the Earnings Protection Death Benefit would be 25% of the In-Force Earnings (\$12,500.00).

Appendix G  
 Withdrawal Adjustment Example - TrueReturn Accumulation Benefit\*

Issue Date: January 2, 2007

Initial Purchase Payment: \$50,000

Initial Benefit Base: \$50,000

Date	Type of Occurrence	Beginning Contract Value	Transaction Amount	Contract Value After Occurrence	Benefit Base
1/2/ 2008	Contract Anniversary	\$ 55,000	—	\$ 55,000	\$ 50,000
7/2/ 2008	Partial Withdrawal	\$ 60,000	\$ 15,000	\$ 45,000	\$ 37,500

The following shows how we compute the adjusted Benefit Bases in the example above. Please note the withdrawal reduces the Benefit Bases by the same proportion as the withdrawal reduces the Contract Value.

Benefit Base	
Partial Withdrawal Amount	(a) \$15,000
Contract Value Immediately Prior to Partial Withdrawal	(b) \$60,000
Value of Benefit Base Amount Immediately Prior to Partial Withdrawal	(c) \$50,000
Withdrawal Adjustment	$[(a)/(b)]*(c)$ \$12,500
Adjusted Benefit Base	\$37,500

\* For purpose of illustrating the withdrawal adjustment calculation, the example assumes the same hypothetical Contract Values, net of applicable fees and charges for all Contracts. Actual Contract Values will differ due to the different fees and charges under each Contract. Please remember that you are looking at an example and that your investment performance may be greater or lower than the figures shown.

Example 1: Assume you purchase an Allstate Variable Annuity contract with a \$100,000 initial purchase payment and add the SureIncome Option at issue.

Your Benefit Base is \$100,000, which is your initial purchase payment of \$100,000. Your Benefit Payment is \$8,000, which is 8% of your initial purchase payment. Your Benefit Payment Remaining for this Benefit Year is \$8,000, which is equal to your Benefit Payment at the beginning of this Benefit Year.

Example 2: Assume Example 1 is continued and an additional purchase payment of \$40,000 is made in the first Benefit Year.

The Benefit Base is increased to \$140,000, which is your prior Benefit Base (\$100,000) plus your additional purchase payment (\$40,000). The Benefit Payment is increased to \$11,200, which is your prior Benefit Payment (\$8,000) plus 8% of your additional purchase payment (\$40,000). The Benefit Payment Remaining is increased to \$11,200, which is your Benefit Payment Remaining prior to your additional purchase payment (\$8,000) plus 8% of your additional purchase payment (\$40,000).

Example 3: Assume Example 1 is continued and a withdrawal of \$8,000 is made during the first Benefit Year.

The Benefit Base is reduced to \$92,000, which is your prior Benefit Base (\$100,000) less your withdrawal (\$8,000). The Benefit Payment is unchanged and remains \$8,000. The Benefit Payment Remaining in the first Benefit Year is \$0, which is your Benefit Payment Remaining prior to your withdrawal (\$8,000) less your withdrawal (\$8,000).

Example 4: Assume example 1 is continued and a withdrawal of \$25,000 is made during the first Benefit Year. Assume the Contract Value prior to the withdrawal was \$130,000. Because the \$25,000 withdrawal is larger than the Benefit Payment Remaining, the Benefit Base and Benefit Payment will be recalculated according to applicable formulas.

The Benefit Base is reduced to \$75,000, determined by the following calculation: the lesser of  $(\$130,000 - \$25,000)$  and  $(\$100,000 - \$25,000) = \$75,000$ . The Benefit Payment remains \$8,000, determined by the following calculation: the lesser of  $(\$8,000)$  and  $(8\% \times (\$130,000 - \$25,000)) = \$8,000$ . There is no Benefit Payment Remaining because the withdrawal has reduced it to \$0.

Example 5: Assume example 3 is continued and an additional withdrawal of \$5,000 is taken in the same year (the first Benefit Year). Assume the Contract Value prior to the additional withdrawal was \$60,000. Because the \$5,000 withdrawal is larger than the Benefit Payment Remaining (\$0), the Benefit Base and Benefit Payment will be recalculated according to applicable formulas.

The Benefit Base is reduced to \$55,000, determined by the following calculation: the lesser of  $(\$60,000 - \$5,000)$  and  $(\$92,000 - \$5,000) = \$55,000$ . The Benefit Payment is reduced to \$4,400, determined by the following formula: the lesser of  $(\$8,000)$  and  $((8\% \times (\$60,000 - \$5,000)) = \$4,400$ . The Benefit Payment Remaining is unchanged at \$0.

Example 6: Assume example 5 is continued and an additional Purchase Payment of 40,000 is made in the same year (the first Benefit Year).

The Benefit Base is increased to \$95,000, which is your prior Benefit Base (\$55,000) plus your additional purchase payment (\$40,000). The Benefit Payment is increased to \$7,600, which is your prior Benefit Payment (\$4,400) plus 8% of your additional purchase payment (\$40,000). The Benefit Payment Remaining is increased to \$3,200, which is your Benefit Payment Remaining prior to your additional purchase payment (\$0) plus 8% of your additional purchase payment (\$40,000).

Example 7: Assume example 6 is continued and an additional withdrawal of \$3,200 is taken in the same year (the first Benefit Year).

The Benefit Base is reduced to \$91,800, which is your prior Benefit Base (\$95,000) less your withdrawal (\$3,200). The Benefit Payment is unchanged and remains \$7,600. The Benefit Payment Remaining is reduced to \$0, which is your Benefit Payment Remaining prior to your withdrawal (\$3,200) less your withdrawal (\$3,200).

Appendix I - SureIncome Plus Withdrawal Benefit  
Option Calculation Examples

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Example 1: Assume you purchase an Allstate Variable Annuity contract with a \$100,000 initial purchase payment and add the SureIncome Plus Option at issue.

Your Benefit Base is \$100,000, which is your initial purchase payment of \$100,000.

Your SureIncome ROP Death Benefit is \$100,000, which is your initial purchase payment of \$100,000.

Your Benefit Payment is \$8,000, which is 8% of your initial purchase payment.

Your Benefit Payment Remaining for this Benefit Year is \$8,000, which is equal to your Benefit Payment at the beginning of this Benefit Year.

Example 2: Assume Example 1 is continued and an additional purchase payment of \$40,000 is made in the first Benefit Year.

The Benefit Base is increased to \$140,000, which is your prior Benefit Base (\$100,000) plus your additional purchase payment (\$40,000).

The SureIncome ROP Death Benefit is increased to \$140,000, which is your prior SureIncome ROP Death Benefit (\$100,000) plus your additional purchase payment (\$40,000).

The Benefit Payment is increased to \$11,200, which is your prior Benefit Payment (\$8,000) plus 8% of your additional purchase payment (\$40,000).

The Benefit Payment Remaining is increased to \$11,200, which is your Benefit Payment Remaining prior to your additional purchase payment (\$8,000) plus 8% of your additional purchase payment (\$40,000).

Example 3: Assume Example 1 is continued and a withdrawal of \$8,000 is made during the first Benefit Year.

The Benefit Base is reduced to \$92,000, which is your prior Benefit Base (\$100,000) less your withdrawal (\$8,000).

The SureIncome ROP Death Benefit is reduced to \$92,000, which is your prior SureIncome ROP Death Benefit (\$100,000) less your withdrawal (\$8,000).

The Benefit Payment is unchanged and remains \$8,000.

The Benefit Payment Remaining in the first Benefit Year is \$0, which is your Benefit Payment Remaining prior to your withdrawal (\$8,000) less your withdrawal (\$8,000).

Example 4: Assume Example 1 is continued and a withdrawal of \$25,000 is made during the first Benefit Year. Assume the Contract Value prior to the withdrawal was \$130,000. Because the \$25,000 withdrawal is larger than the Benefit Payment Remaining, the Benefit Base, the SureIncome ROP Death Benefit and Benefit Payment will be recalculated according to applicable formulas.

The Benefit Base is reduced to \$75,000, determined by the following calculation: the lesser of  $(\$130,000 - \$25,000)$  and  $(\$100,000 - \$25,000) = \$75,000$ .

The SureIncome ROP Death Benefit is reduced to \$75,000, determined by the following calculation: the lesser of  $(\$130,000 - \$25,000)$  and  $(\$100,000 - \$25,000) = \$75,000$ .

The Benefit Payment remains \$8,000, determined by the following calculation: the lesser of  $(\$8,000)$  and  $(8\% \times (\$130,000 - \$25,000)) = \$8,000$

There is no Benefit Payment Remaining because the withdrawal has reduced it to \$0.

Example 5: Assume Example 3 is continued and an additional withdrawal of \$5,000 is taken in the same year (the first Benefit Year). Assume the Contract Value prior to the additional withdrawal was \$60,000. Because the \$5,000 withdrawal is larger than the Benefit Payment Remaining (\$0), the Benefit Base and Benefit Payment will be recalculated according to applicable formulas.

The Benefit Base is reduced to \$55,000, determined by the following calculation: the lesser of  $(\$60,000 - \$5,000)$  and  $(\$92,000 - \$5,000) = \$55,000$ .

The SureIncome ROP Death Benefit is reduced to \$55,000, determined by the following calculation: the lesser of  $(\$60,000 - \$5,000)$  and  $(\$92,000 - \$5,000) = \$55,000$ .

The Benefit Payment is reduced to \$4,400, determined by the following formula: the lesser of (\$8,000) and  $((8\% \times (\$60,000 - \$5,000)) = \$4,400$ .

The Benefit Payment Remaining is unchanged at \$0.

Example 6: Assume Example 5 is continued and an additional Purchase Payment of 40,000 is made in the same year (the first Benefit Year).

The Benefit Base is increased to \$95,000, which is your prior Benefit Base (\$55,000) plus your additional purchase payment (\$40,000).

The SureIncome ROP Death Benefit is increased to \$95,000, which is your prior SureIncome ROP Death Benefit (\$55,000) plus your additional purchase payment (\$40,000).

The Benefit Payment is increased to \$7,600, which is your prior Benefit Payment (\$4,400) plus 8% of your additional purchase payment (\$40,000).

The Benefit Payment Remaining is increased to \$3,200, which is your Benefit Payment Remaining prior to your additional purchase payment (\$0) plus 8% of your additional purchase payment (\$40,000).

Example 7: Assume Example 6 is continued and an additional withdrawal of \$3,200 is taken in the same year (the first Benefit Year).

The Benefit Base is reduced to \$91,800, which is your prior Benefit Base (\$95,000) less your withdrawal (\$3,200).

The SureIncome ROP Death Benefit is reduced to \$91,800, which is your prior SureIncome ROP Death Benefit (\$95,000) less your withdrawal (\$3,200).

The Benefit Payment is unchanged, because the amount withdrawn does not exceed the Benefit Payment Remaining, and remains \$7,600.

The Benefit Payment Remaining is reduced to \$0, which is your Benefit Payment Remaining prior to your withdrawal (\$3,200) less your withdrawal (\$3,200).

Example 8: Assume Example 1 is continued and on the first Contract Anniversary the Contract Value prior to deduction of annual fees is \$160,000.

The SureIncome Plus Option Fee is \$650, which is  $0.65\% \times$  the Benefit Base (\$100,000) prior to updating the Benefit Base based on the Contract Value on the Contract Anniversary.

The final Contract Value is \$159,350, which the Contract Value on the Contract Anniversary after deduction of annual fees (assume SureIncome Plus Option Fee is the only annual fee applicable).

The Benefit Base is increased to \$159,350, which is the greater of your current Benefit Base (\$100,000) and the final Contract Value on the Contract Anniversary (\$159,350).

The SureIncome ROP Death Benefit remains \$100,000.

The Benefit Payment is increased to \$12,748, which is the greater of your current Benefit Payment (\$8,000) and  $8\% \times$  the final Contract Value on the Contract Anniversary (\$159,350).

The Benefit Payment Remaining is updated to \$12,748, which is the Benefit Payment on the Contract Anniversary.

Example 9: Assume Example 8 is continued, no withdrawals or purchase payments are applied during the second Contract Year and on the second Contract Anniversary the Contract Value prior to deduction of annual fees is \$60,000.

The SureIncome Plus Option Fee is \$1,035.78, which is  $0.65\% \times$  the Benefit Base (\$159,350) prior to updating the Benefit Base based on the Contract Value on the Contract Anniversary.

The final Contract Value is \$58,964.22, which the Contract Value on the Contract Anniversary after deduction of annual fees (assume SureIncome Plus Option Fee is the only annual fee applicable).

The Benefit Base remains \$159,350, which is the greater of your current Benefit Base (\$159,350) and the final Contract Value on the Contract Anniversary (\$58,964.22).

The SureIncome ROP Death Benefit remains \$100,000.

The Benefit Payment is remains \$12,748, which is the greater of your current Benefit Payment \$12,748 and  $8\% \times$  the final Contract Value on the Contract Anniversary (\$58,964.22).

The Benefit Payment Remaining is updated to \$12,748, which is the Benefit Payment on the Contract Anniversary.

Appendix J - SureIncome For Life Withdrawal Benefit  
Option Calculation Examples

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Example 1: Assume you purchase an Allstate Variable Annuity contract with \$100,000 initial purchase payment, are attained age 55 at issue, and add the SureIncome For Life Option at issue (you are the SureIncome Covered Life).

Your Benefit Base is \$100,000, which is your initial purchase payment of \$100,000.

Your SureIncome ROP Death Benefit is \$100,000, which is your initial purchase payment of \$100,000.

Your Benefit Payment is \$4,000, which is 4% of your initial purchase payment.

Your Benefit Payment Remaining for this Benefit Year is \$4,000, which is equal to your Benefit Payment at the beginning of this Benefit Year.

Note: The Benefit Payment remains \$4,000 until you turn age 60 (as long as the Contract Value on any of the prior Contract Anniversaries have not caused any of the guarantees under the Option to be updated). At that point, if no withdrawals have been taken, your Benefit Payment & Benefit Payment Remaining are updated to 5% x current Benefit Base (\$5,000 = 5% X \$100,000, assuming your Benefit Base is still \$100,000).

Example 2: Assume Example 1 is continued and an additional purchase payment of \$40,000 is made in the first Benefit Year.

The Benefit Base is increased to \$140,000, which is your prior Benefit Base (\$100,000) plus your additional purchase payment (\$40,000).

The SureIncome ROP Death Benefit is increased to \$140,000, which is your prior SureIncome ROP Death Benefit (\$100,000) plus your additional purchase payment (\$40,000).

The Benefit Payment is increased to \$5,600, which is your prior Benefit Payment (\$4,000) plus 4% of your additional purchase payment (\$40,000).

The Benefit Payment Remaining is increased to \$5,600, which is your prior Benefit Payment Remaining (\$4,000) plus 4% of your additional purchase payment (\$40,000).

Note: The Benefit Payment remains \$5,600 until you turn age 60 (for the purposes of this example it is assumed the maximum anniversary value on any of the prior Contract Anniversaries has not increased the Benefit Payment). At that point, if no withdrawals have been taken, your Benefit Payment & Benefit Payment Remaining are updated to 5% x current Benefit Base (\$7,000 = 5% X \$140,000, assuming your Benefit Base is still \$140,000).

Example 3a: Assume Example 1 is continued and the first withdrawal, equal to \$4,000, is made during the first Benefit Year.

The Benefit Base is reduced to \$96,000, which is your prior Benefit Base (\$100,000) less your withdrawal (\$4,000).

The SureIncome ROP Death Benefit is reduced to \$96,000, which is your prior SureIncome ROP Death Benefit (\$100,000) less your withdrawal (\$4,000).

The Benefit Payment is unchanged and remains \$4,000.

The Benefit Payment Remaining in the first Benefit Year is \$0, which is your Benefit Payment Remaining prior to your withdrawal (\$4,000) less your withdrawal (\$4,000).

Note: The Withdrawal Benefit Factor is locked at 4% because the age at first withdrawal is age 55.

Example 3b: Assume Example 1 is continued and the first withdrawal, equal to \$5,000, is made during the sixth Benefit Year and you have attained age 60 (assume the Contract Values have not increased any SureIncome For Life Option guarantees on any prior Contract Anniversaries).

The Benefit Base is reduced to \$95,000, which is your prior Benefit Base (\$100,000) less your withdrawal (\$5,000).

The SureIncome ROP Death Benefit is reduced to \$95,000, which is your prior SureIncome ROP Death Benefit (\$100,000) less your withdrawal (\$5,000).

Because the first withdrawal occurs at attained age 60, the Benefit Payment and Benefit Payment Remaining prior to the withdrawal are updated to 5% x current Benefit Base (5% X \$100,000 = \$5,000).

The Benefit Payment remains \$5,000 after withdrawal.

The Benefit Payment Remaining in the first Benefit Year is \$0, which is your Benefit Payment Remaining prior to your withdrawal (\$5,000) less your withdrawal (\$5,000).

Note: The Withdrawal Benefit Factor is locked at 5% because the age at first withdrawal is age 60.

Example 3c: Assume Example 1 is continued and the first withdrawal, equal to \$6,000, is made during the sixteenth Benefit Year and you have attained age 70 (assume the Contract Values have not increased any SureIncome For Life Option guarantees on any prior Contract Anniversaries).

The Benefit Base is reduced to \$94,000, which is your prior Benefit Base (\$100,000) less your withdrawal (\$6,000).

The SureIncome ROP Death Benefit is reduced to \$94,000, which is your prior SureIncome ROP Death Benefit (\$100,000) less your withdrawal (\$6,000).

Because the first withdrawal occurs at attained age 70, the Benefit Payment and Benefit Payment Remaining prior to the withdrawal are updated to 6% X current Benefit Base (6% X \$100,000 = \$6,000).

The Benefit Payment remains \$6,000 after withdrawal.

The Benefit Payment Remaining in the first Benefit Year is \$0, which is your Benefit Payment Remaining prior to your withdrawal (\$6,000) less your withdrawal (\$6,000).

Note: The Withdrawal Benefit Factor is locked at 6% because the age at first withdrawal is age 70.

Example 4a: Assume Example 1 is continued and a withdrawal of \$25,000 is made during the first Benefit Year. Assume the Contract Value prior to the withdrawal was \$130,000. Because the \$25,000 withdrawal is larger than the Benefit Payment Remaining, the Benefit Base, the SureIncome ROP Death Benefit and Benefit Payment will be recalculated according to applicable formulas.

The Benefit Base is reduced to \$75,000, determined by the following calculation: the lesser of (\$130,000 - \$25,000) and (\$100,000 - \$25,000) = \$75,000.

The SureIncome ROP Death Benefit is reduced to \$75,000, determined by the following calculation: the lesser of (\$130,000 - \$25,000) and (\$100,000 - \$25,000) = \$75,000.

The Benefit Payment is reduced to \$3,000, determined by the following calculation: the lesser of (\$4,000) and (4% X \$75,000) = \$3,000.

There is no Benefit Payment Remaining because the withdrawal has reduced it to \$0.

Note: The Withdrawal Benefit Factor is locked at 4% because the age at first withdrawal is age 55.

Example 4b: Assume Example 1 is continued and a withdrawal of \$25,000 is made during the sixth Benefit Year (assume the Contract Values have not increased any SureIncome For Life Option guarantees on any prior Contract Anniversaries). Assume the Contract Value prior to the withdrawal was \$130,000. Because the \$25,000 withdrawal is larger than the Benefit Payment Remaining, the Benefit Base, the SureIncome ROP Death Benefit and Benefit Payment will be recalculated according to applicable formulas.

The Benefit Base is reduced to \$75,000, determined by the following calculation: the lesser of (\$130,000 - \$25,000) and (\$100,000 - \$25,000) = \$75,000.

The SureIncome ROP Death Benefit is reduced to \$75,000, determined by the following calculation: the lesser of (\$130,000 - \$25,000) and (\$100,000 - \$25,000) = \$75,000.

Because the first withdrawal occurs at attained age 60, the Benefit Payment and Benefit Payment Remaining prior to the withdrawal are updated to 5% X current Benefit Base prior to the withdrawal (5% X \$100,000 = \$5,000).

The Benefit Payment is reduced to \$3,750, determined by the following calculation: the lesser of (\$5,000) and (5% X \$75,000) = \$3,750.

There is no Benefit Payment Remaining because the withdrawal has reduced it to \$0.

Note: The Withdrawal Benefit Factor is locked at 5% because the age at first withdrawal is age 60.

Example 5: Assume Example 3a is continued and an additional withdrawal of \$5,000 is taken in the same year (the first Benefit Year). Assume the Contract Value prior to the additional withdrawal was \$60,000. Because the \$5,000 withdrawal is larger than the Benefit Payment Remaining (\$0), the Benefit Base and Benefit Payment will be recalculated according to applicable formulas.

The Benefit Base is reduced to \$55,000, determined by the following calculation: the lesser of  $(\$60,000 - \$5,000)$  and  $(\$96,000 - \$5,000) = \$55,000$ .

The SureIncome ROP Death Benefit is reduced to \$55,000, determined by the following calculation: the lesser of  $(\$60,000 - \$5,000)$  and  $(\$96,000 - \$5,000) = \$55,000$ .

The Benefit Payment is reduced to \$2,200, determined by the following formula: the lesser of  $(\$4,000)$  and  $(4\% \times \$55,000) = \$2,200$ .

Example 6: Assume Example 5 is continued and an additional Purchase Payment of 40,000 is made in the same year (the first Benefit Year).

The Benefit Base is increased to \$95,000, which is your prior Benefit Base (\$55,000) plus your additional purchase payment (\$40,000).

The SureIncome ROP Death Benefit is increased to \$95,000, which is your prior SureIncome ROP Death Benefit (\$55,000) plus your additional purchase payment (\$40,000).

The Benefit Payment is increased to \$3,800, which is your prior Benefit Payment (\$2,200) plus 4% of your additional purchase payment (\$40,000).

The Benefit Payment Remaining is increased to \$1,600, which is your Benefit Payment Remaining prior to your additional purchase payment (\$0) plus 4% of your additional purchase payment (\$40,000).

Example 7: Assume Example 6 is continued and an additional withdrawal of \$1,600 is taken in the same year (the first Benefit Year).

The Benefit Base is reduced to \$93,400, which is your prior Benefit Base (\$95,000) less your withdrawal (\$1,600).

The SureIncome ROP Death Benefit is reduced to \$93,400, which is your prior SureIncome ROP Death Benefit (\$95,000) less your withdrawal (\$1,600).

The Benefit Payment is unchanged and remains \$3,800.

The Benefit Payment Remaining is reduced to \$0, which is your Benefit Payment Remaining prior to your withdrawal (\$1,600) less your withdrawal (\$1,600).

Example 8: Assume Example 1 is continued and on the first Contract Anniversary the Contract Value prior to deduction of annual fees is \$160,000.

The SureIncome For Life Option Fee is \$650, which is  $0.65\% \times$  the Benefit Base (\$100,000) prior to updating the Benefit Base based on the Contract Value on the Contract Anniversary.

The final Contract Value is \$159,350, which the Contract Value on the Contract Anniversary after deduction of annual fees (assume SureIncome For Life Option Fee is the only annual fee applicable).

The Benefit Base is increased to \$159,350, which is the greater of your current Benefit Base (\$100,000) and the final Contract Value on the Contract Anniversary (\$159,350).

The SureIncome ROP Death Benefit remains \$100,000.

The Benefit Payment is increased to \$6,374, which is the greater of your current Benefit Payment (\$4,000) and 4% of the final Contract Value on the Contract Anniversary (\$159,350).

The Benefit Payment Remaining is updated to \$6,374, which is the Benefit Payment on the Contract Anniversary.

Note: The Benefit Payment remains \$6,374 until you turn age 60 (for the purposes of this example it is assumed the maximum anniversary value on any of the prior Contract Anniversaries has not increased the Benefit Payment). At that point, if no withdrawals have been taken, your Benefit Payment and Benefit Payment Remaining are updated to  $5\% \times$  current Benefit Base  $(\$7,967.50 = 5\% \times \$159,350)$ , assuming your Benefit Base is still \$159,350).

Example 9: Assume Example 8 is continued, no withdrawals or purchase payments are applied during the second Contract Year and on the second Contract Anniversary the Contract Value prior to deduction of annual fees is \$60,000.

The SureIncome For Life Option Fee is \$1,035.78, which is  $0.65\% \times$  the Benefit Base (\$159,350) prior to updating for the Benefit Base based on the Contract Value on the Contract Anniversary.

The final Contract Value is \$58,964.22, which the Contract Value on the Contract Anniversary after deduction of annual fees (assume SureIncome For Life Option Fee is the only annual fee applicable).



The Benefit Base is remains \$159,350, which is the greater of your current Benefit Base (\$159,350) and the final Contract Value on the Contract Anniversary (\$58,964.22).

The SureIncome ROP Death Benefit remains \$100,000.

The Benefit Payment is remains \$6,374, which is the greater of your current Benefit Payment \$6,374 and 4% X the final Contract Value on the Contract Anniversary (\$58,964.22).

The Benefit Payment Remaining is updated to \$6,374, which is the Benefit Payment on the Contract Anniversary.

Appendix K - Accumulation Unit Values

Appendix K presents the Accumulation Unit Values and number of Accumulation Units outstanding for each Variable Sub-Account since the Variable Sub-Accounts were first offered under the Contracts. This Appendix includes Accumulation Unit Values representing the highest and lowest available combinations of Contract charges that affect Accumulation Unit Values for each Contract. The Statement of Additional Information, which is available upon request without charge, contains the Accumulation Unit Values for all other available combinations of Contract charges that affect Accumulation Unit Values for each Contract. Please contact us at 1-800-457-7617 to obtain a copy of the Statement of Additional Information.

In addition, no Accumulation Unit Values are shown for Contracts with administrative expense charges of 0.30% which applies to Contracts purchased on or after January 1, 2005, and prior to October 17, 2005; effective October 17, 2005, and thereafter, the administrative expense charge applied to such Contracts is 0.19%.

The name of the following Sub-Account changed since December 31, 2008. The name shown in the tables of Accumulation Units correspond to the name of the Sub-Account as of December 31, 2007:

Sub-Account Name as of December 31, 2008  
(as appears in the following tables of Accumulation Unit Values)                      Sub-Account Name as of May 1, 2009

FTVIP Mutual Discovery Securities Fund - Class 2

FTVIP Mutual Global Discovery Securities Fund - Class 2

On April 24, 2009, the Morgan Stanley VIS Global Advantage Portfolio--Class Y liquidated and the Sub-Account is no longer available for investment. However, accumulation unit values for the Sub-Account are included in the tables below because the Sub-Account was available as of December 31, 2008.

ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.1

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Morgan Stanley VIS Aggressive Equity Portfolio--Class Y	2003	\$10.000	\$12.234	24,578
	2004	\$12.234	\$13.583	35,573
	2005	\$13.583	\$16.455	37,997
	2006	\$16.455	\$17.484	37,633
	2007	\$17.484	\$20.603	35,654
	2008	\$20.603	\$10.372	34,174
-----				
Morgan Stanley VIS Dividend Growth Portfolio--Class Y	2003	\$10.000	\$12.260	237,797
	2004	\$12.260	\$13.095	556,690
	2005	\$13.095	\$13.619	590,383
	2006	\$13.619	\$14.900	513,182
	2007	\$14.900	\$15.280	433,504
	2008	\$15.280	\$9.584	394,305
-----				
Morgan Stanley VIS Capital Opportunities Portfolio--Class Y	2003	\$10.000	\$11.884	180,194
	2004	\$11.884	\$13.005	463,438
	2005	\$13.005	\$15.136	529,631
	2006	\$15.136	\$15.526	475,152
	2007	\$15.526	\$18.273	433,093
	2008	\$18.273	\$9.425	414,460

ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.1

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Morgan Stanley VIS European Equity Portfolio--Class Y (1)	2003	\$10.000	\$12.690	65,859
	2004	\$12.690	\$14.090	102,460
	2005	\$14.090	\$15.071	94,898
	2006	\$15.071	\$19.322	90,663
	2007	\$19.322	\$21.998	81,637
	2008	\$21.998	\$12.411	71,612
-----				
Morgan Stanley VIS Global Advantage Portfolio--Class Y (2)	2003	\$10.000	\$12.603	10,209
	2004	\$12.603	\$13.968	19,661
	2005	\$13.968	\$14.677	18,678
	2006	\$14.677	\$17.147	17,635
	2007	\$17.147	\$19.748	13,437
	2008	\$19.748	\$10.924	12,351
-----				
Morgan Stanley VIS Global Dividend Growth Portfolio--Class Y	2003	\$10.000	\$12.971	150,827
	2004	\$12.971	\$14.679	331,007
	2005	\$14.679	\$15.385	355,868
	2006	\$15.385	\$18.468	304,398
	2007	\$18.468	\$19.462	274,405
	2008	\$19.462	\$11.317	240,021
-----				
Morgan Stanley VIS High Yield Portfolio--Class Y (2)	2003	\$10.000	\$11.331	95,060
	2004	\$11.331	\$12.255	191,354
	2005	\$12.255	\$12.330	181,345
	2006	\$12.330	\$13.268	165,461
	2007	\$13.268	\$13.607	142,464
	2008	\$13.607	\$10.315	111,487
-----				
Morgan Stanley VIS Income Builder Portfolio--Class Y (2)	2003	\$10.000	\$11.666	83,633
	2004	\$11.666	\$12.750	132,998
	2005	\$12.750	\$13.430	130,194
	2006	\$13.430	\$15.108	112,840
	2007	\$15.108	\$15.339	84,148
	2008	\$15.339	\$11.137	66,790
-----				
Morgan Stanley VIS Income Plus Portfolio--Class Y	2003	\$10.000	\$10.311	285,576
	2004	\$10.311	\$10.694	1,071,611
	2005	\$10.694	\$10.881	2,234,712
	2006	\$10.881	\$11.315	2,686,693
	2007	\$11.315	\$11.808	2,527,529
	2008	\$11.808	\$10.594	1,986,494

ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.1

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Morgan Stanley VIS Limited Duration Portfolio--Class Y (1)	2003	\$10.000	\$10.018	337,847
	2004	\$10.018	\$10.005	691,339
	2005	\$10.005	\$10.025	1,064,766
	2006	\$10.025	\$10.295	1,070,500
	2007	\$10.295	\$10.446	951,430
	2008	\$10.446	\$8.742	779,527
-----				
Morgan Stanley VIS Money Market Portfolio--Class Y	2003	\$10.000	\$9.936	184,536
	2004	\$9.936	\$9.868	812,228
	2005	\$9.868	\$9.988	1,150,064
	2006	\$9.988	\$10.289	1,226,200
	2007	\$10.289	\$10.629	1,227,382
	2008	\$10.629	\$10.723	1,158,126
-----				
Morgan Stanley VIS S&P 500 Index Portfolio--Class Y	2003	\$10.000	\$12.114	380,784
	2004	\$12.114	\$13.188	779,233
	2005	\$13.188	\$13.596	1,205,985
	2006	\$13.596	\$15.462	1,252,976
	2007	\$15.462	\$16.026	1,151,976
	2008	\$16.026	\$9.923	1,135,623
-----				
Morgan Stanley VIS Strategist Portfolio--Class Y	2003	\$10.000	\$12.034	156,369
	2004	\$12.034	\$13.080	290,870
	2005	\$13.080	\$13.953	341,132
	2006	\$13.953	\$15.805	321,608
	2007	\$15.805	\$16.907	283,081
	2008	\$16.907	\$12.650	228,394
-----				
Morgan Stanley VIS--Global Infrastructure Portfolio--Class Y (2)	2003	\$10.000	\$11.505	30,741
	2004	\$11.505	\$13.660	45,533
	2005	\$13.660	\$15.420	95,239
	2006	\$15.420	\$18.270	90,617
	2007	\$18.270	\$21.647	86,092
	2008	\$21.647	\$14.221	80,258
-----				
UIF Emerging Markets Debt Portfolio, Class II (2,3)	2003	\$10.000	\$11.319	32,114
	2004	\$11.319	\$12.299	141,903
	2005	\$12.299	\$13.614	159,451
	2006	\$13.614	\$14.891	158,346
	2007	\$14.891	\$15.638	147,971
	2008	\$15.638	\$13.124	121,506

ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.1

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
UIF Emerging Markets Equity Portfolio, Class II (3)	2003	\$10.000	\$14.912	35,093
	2004	\$14.912	\$18.105	100,831
	2005	\$18.105	\$23.907	166,567
	2006	\$23.907	\$32.371	223,116
	2007	\$32.371	\$44.878	201,793
	2008	\$44.878	\$19.162	160,087
-----				
UIF Equity and Income Portfolio, Class II (3)	2003	\$10.000	\$11.622	125,143
	2004	\$11.622	\$12.793	215,383
	2005	\$12.793	\$13.561	424,921
	2006	\$13.561	\$15.070	488,356
	2007	\$15.070	\$15.374	463,892
	2008	\$15.374	\$11.734	366,052
-----				
UIF Capital Growth Portfolio, Class II (3)	2003	\$10.000	\$11.715	121,087
	2004	\$11.715	\$12.423	179,761
	2005	\$12.423	\$14.161	189,322
	2006	\$14.161	\$14.512	176,167
	2007	\$14.512	\$17.427	199,929
	2008	\$17.427	\$8.713	135,126
-----				
UIF Global Franchise Portfolio, Class II (3)	2003	\$10.000	\$12.251	91,178
	2004	\$12.251	\$13.637	311,486
	2005	\$13.637	\$15.073	581,451
	2006	\$15.073	\$18.080	726,809
	2007	\$18.080	\$19.591	683,552
	2008	\$19.591	\$13.741	578,764
-----				
UIF International Growth Equity Portfolio, Class II (3)	2006	\$10.000	\$10.761	66,650
	2007	\$10.761	\$12.136	72,239
	2008	\$12.136	\$6.166	96,162
-----				
UIF U.S. Mid Cap Growth Portfolio, Class II (3)	2003	\$10.000	\$13.116	104,776
	2004	\$13.116	\$15.727	190,348
	2005	\$15.727	\$18.210	270,496
	2006	\$18.210	\$19.618	310,882
	2007	\$19.618	\$23.743	294,553
	2008	\$23.743	\$12.464	267,442
-----				
UIF Small Company Growth Portfolio, Class II (3)	2003	\$10.000	\$13.621	104,846
	2004	\$13.621	\$15.993	150,004
	2005	\$15.993	\$17.821	165,471
	2006	\$17.821	\$19.674	151,653
	2007	\$19.674	\$19.994	135,433
	2008	\$19.994	\$11.755	122,362

ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.1

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
UIF U.S. Mid Cap Value Portfolio, Class II (3)	2003	\$10.000	\$13.408	162,337
	2004	\$13.408	\$15.158	366,700
	2005	\$15.158	\$16.781	592,052
	2006	\$16.781	\$19.981	628,145
	2007	\$19.981	\$21.249	569,614
	2008	\$21.249	\$12.287	535,515
-----				
UIF U.S. Real Estate Portfolio, Class II (3)	2003	\$10.000	\$12.785	95,259
	2004	\$12.785	\$17.172	267,480
	2005	\$17.172	\$19.791	385,379
	2006	\$19.791	\$26.896	379,250
	2007	\$26.896	\$21.962	330,940
	2008	\$21.962	\$13.428	286,772
-----				
Van Kampen LIT Mid Cap Growth Portfolio, Class II	2003	\$10.000	\$12.864	64,393
	2004	\$12.864	\$14.589	91,273
	2005	\$14.589	\$16.001	90,402
	2006	\$16.001	\$16.573	90,586
	2007	\$16.573	\$19.237	81,088
	2008	\$19.237	\$10.095	75,417
-----				
Van Kampen LIT Comstock Portfolio, Class II	2003	\$10.000	\$12.525	611,638
	2004	\$12.525	\$14.519	1,368,363
	2005	\$14.519	\$14.921	2,024,042
	2006	\$14.921	\$17.092	2,064,458
	2007	\$17.092	\$16.478	1,899,584
	2008	\$16.478	\$10.442	1,630,400
-----				
Van Kampen LIT Capital Growth Portfolio, Class II	2003	\$10.000	\$11.853	105,623
	2004	\$11.853	\$12.493	143,473
	2005	\$12.493	\$13.275	181,523
	2006	\$13.275	\$13.448	174,613
	2007	\$13.448	\$15.483	157,178
	2008	\$15.483	\$7.777	145,869
-----				
Van Kampen LIT Growth and Income Portfolio, Class II	2003	\$10.000	\$12.423	346,255
	2004	\$12.423	\$13.994	706,160
	2005	\$13.994	\$15.157	998,766
	2006	\$15.157	\$17.352	1,008,188
	2007	\$17.352	\$17.559	900,886
	2008	\$17.559	\$11.750	780,887

ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.1

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
AIM V.I. Basic Value Fund--Series II (2)	2003	\$10.000	\$12.922	93,006
	2004	\$12.922	\$14.138	197,926
	2005	\$14.138	\$14.713	205,195
	2006	\$14.713	\$16.404	175,011
	2007	\$16.404	\$16.412	160,793
	2008	\$16.412	\$7.791	177,479
-----				
AIM V.I. Capital Appreciation Fund--Series II (2)	2003	\$10.000	\$12.268	41,151
	2004	\$12.268	\$12.876	74,440
	2005	\$12.876	\$13.801	78,672
	2006	\$13.801	\$14.449	66,299
	2007	\$14.449	\$15.935	62,808
	2008	\$15.935	\$9.024	55,950
-----				
AIM V.I. Core Equity Fund--Series II (4)	2006	\$10.000	\$10.804	59,634
	2007	\$10.804	\$11.504	52,025
	2008	\$11.504	\$7.913	49,165
-----				
AIM V.I. Mid Cap Core Equity Fund--Series II (2)	2004	\$10.000	\$10.826	41,968
	2005	\$10.826	\$11.463	87,736
	2006	\$11.463	\$12.559	75,209
	2007	\$12.559	\$13.547	66,771
	2008	\$13.547	\$9.537	63,651
-----				
AllianceBernstein VPS Growth and Income Portfolio--Class B (2)	2003	\$10.000	\$12.313	186,043
	2004	\$12.313	\$13.518	415,731
	2005	\$13.518	\$13.957	444,440
	2006	\$13.957	\$16.118	392,648
	2007	\$16.118	\$16.682	336,404
	2008	\$16.682	\$9.766	303,800
-----				
AllianceBernstein VPS Growth Portfolio--Class B	2003	\$10.000	\$12.479	84,678
	2004	\$12.479	\$14.108	170,808
	2005	\$14.108	\$15.547	369,989
	2006	\$15.547	\$15.157	387,737
	2007	\$15.157	\$16.855	356,669
	2008	\$16.855	\$9.550	305,855
-----				
AllianceBernstein VPS International Value Portfolio--Class B	2005	\$10.000	\$11.902	347,354
	2006	\$11.902	\$15.875	662,259
	2007	\$15.875	\$16.544	645,090
	2008	\$16.544	\$7.629	670,721

ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.1

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
AllianceBernstein VPS Large Cap Growth Portfolio--Class B (2)	2003	\$10.000	\$11.511	61,318
	2004	\$11.511	\$12.311	104,368
	2005	\$12.311	\$13.956	129,269
	2006	\$13.956	\$13.688	116,723
	2007	\$13.688	\$15.350	109,489
	2008	\$15.350	\$9.118	91,770
-----				
AllianceBernstein VPS Small/Mid Cap Value Portfolio--Class B	2003	\$10.000	\$13.642	128,236
	2004	\$13.642	\$16.034	220,201
	2005	\$16.034	\$16.877	394,485
	2006	\$16.877	\$19.026	422,123
	2007	\$19.026	\$19.066	377,632
	2008	\$19.066	\$12.092	342,681
-----				
AllianceBernstein VPS Utility Income Portfolio--Class B	2005	\$10.000	\$10.978	46,526
	2006	\$10.978	\$13.383	85,825
	2007	\$13.383	\$16.121	86,127
	2008	\$16.121	\$10.064	59,080
-----				
AllianceBernstein VPS Value Portfolio--Class B	2005	\$10.000	\$10.757	58,921
	2006	\$10.757	\$12.852	107,014
	2007	\$12.852	\$12.157	92,965
	2008	\$12.157	\$7.078	73,569
-----				
Fidelity VIP Contrafund Portfolio--Service Class 2	2005	\$10.000	\$11.917	557,027
	2006	\$11.917	\$13.108	934,340
	2007	\$13.108	\$15.177	953,870
	2008	\$15.177	\$8.586	906,812
-----				
Fidelity VIP Growth & Income Portfolio--Service Class 2	2005	\$10.000	\$11.114	148,705
	2006	\$11.114	\$12.382	257,982
	2007	\$12.382	\$13.670	244,669
	2008	\$13.670	\$7.840	250,198
-----				
Fidelity VIP High Income Portfolio--Service Class 2	2005	\$10.000	\$10.498	130,227
	2006	\$10.498	\$11.506	227,510
	2007	\$11.506	\$11.645	234,374
	2008	\$11.645	\$8.605	210,481
-----				
Fidelity VIP Mid Cap Portfolio--Service Class 2	2005	\$10.000	\$12.136	226,223
	2006	\$12.136	\$13.466	356,831
	2007	\$13.466	\$15.330	369,677
	2008	\$15.330	\$9.139	324,260



ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.1

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Fidelity VIP Money Market Portfolio--Service Class 2	2006	\$10.000	\$10.235	114,860
	2007	\$10.235	\$10.603	159,940
	2008	\$10.603	\$10.755	520,911
-----				
FTVIP Franklin Flex Cap Growth Securities Fund--Class 2	2005	\$10.000	\$11.178	40,690
	2006	\$11.178	\$11.608	94,418
	2007	\$11.608	\$13.099	92,942
	2008	\$13.099	\$8.364	90,854
-----				
FTVIP Franklin High Income Securities Fund--Class 2 (2)	2004	\$10.000	\$10.717	126,010
	2005	\$10.717	\$10.930	201,704
	2006	\$10.930	\$11.800	182,881
	2007	\$11.800	\$11.963	173,502
	2008	\$11.963	\$9.048	157,840
-----				
FTVIP Franklin Income Securities Fund--Class 2	2004	\$10.000	\$11.263	117,847
	2005	\$11.263	\$11.297	701,458
	2006	\$11.297	\$13.185	908,698
	2007	\$13.185	\$13.503	885,514
	2008	\$13.503	\$9.376	810,005
-----				
FTVIP Mutual Discovery Securities Fund--Class 2	2005	\$10.000	\$11.405	76,341
	2006	\$11.405	\$13.854	155,329
	2007	\$13.854	\$15.294	183,230
	2008	\$15.294	\$10.801	172,918
-----				
FTVIP Mutual Shares Securities Fund--Class 2	2004	\$10.000	\$10.974	89,975
	2005	\$10.974	\$11.976	415,887
	2006	\$11.976	\$13.995	488,856
	2007	\$13.995	\$14.294	445,687
	2008	\$14.294	\$8.874	404,303
-----				
FTVIP Templeton Foreign Securities Fund--Class 2	2004	\$10.000	\$11.543	91,246
	2005	\$11.543	\$12.553	664,497
	2006	\$12.553	\$15.049	828,191
	2007	\$15.049	\$17.150	745,295
	2008	\$17.150	\$10.093	641,464
-----				
Goldman Sachs VIT Growth and Income Fund	2005	\$10.000	\$10.546	109,697
	2006	\$10.546	\$12.766	149,560
	2007	\$12.766	\$12.633	161,324
	2008	\$12.633	\$8.266	137,300

ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.1

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Goldman Sachs VIT Mid Cap Value Fund	2005	\$10.000	\$11.401	203,640
	2006	\$11.401	\$13.074	222,560
	2007	\$13.074	\$13.247	203,257
	2008	\$13.247	\$8.275	163,375
-----				
Goldman Sachs VIT Structured Small Cap Equity Fund	2005	\$10.000	\$11.367	347,710
	2006	\$11.367	\$12.598	450,996
	2007	\$12.598	\$10.356	463,960
	2008	\$10.356	\$6.763	422,890
-----				
Goldman Sachs VIT Structured U.S. Equity Fund	2005	\$10.000	\$11.295	154,801
	2006	\$11.295	\$12.587	252,665
	2007	\$12.587	\$12.132	262,920
	2008	\$12.132	\$7.600	251,425
-----				
PIMCO VIT CommodityRealReturn TM Strategy Portfolio--Advisor Shares	2006	\$10.000	\$9.517	40,712
	2007	\$9.517	\$11.567	50,173
	2008	\$11.567	\$6.411	51,624
-----				
PIMCO VIT Emerging Markets Bond Portfolio--Advisor Shares	2006	\$10.000	\$10.732	10,024
	2007	\$10.732	\$11.200	13,492
	2008	\$11.200	\$9.434	13,090
-----				
PIMCO VIT Real Return Portfolio--Advisor Shares	2006	\$10.000	\$10.146	37,825
	2007	\$10.146	\$11.073	71,055
	2008	\$11.073	\$10.151	126,069
-----				
PIMCO VIT Total Return Portfolio--Advisor Shares	2006	\$10.000	\$10.329	311,062
	2007	\$10.329	\$11.077	456,710
	2008	\$11.077	\$11.450	458,173
-----				
Putnam VT The George Putnam Fund of Boston--Class IB	2003	\$10.000	\$11.342	59,242
	2004	\$11.342	\$12.114	89,594
	2005	\$12.114	\$12.437	105,484
	2006	\$12.437	\$13.740	97,467
	2007	\$13.740	\$13.692	92,913
	2008	\$13.692	\$8.011	71,820
-----				
Putnam VT Growth and Income Fund--Class IB (2)	2003	\$10.000	\$12.318	8,159
	2004	\$12.318	\$13.510	83,914
	2005	\$13.510	\$14.034	93,677
	2006	\$14.034	\$16.057	80,043
	2007	\$16.057	\$14.892	74,546
	2008	\$14.892	\$9.011	72,093

ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.1

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Putnam VT International Equity Fund--Class IB	2003	\$10.000	\$12.688	71,672
	2004	\$12.688	\$14.553	165,086
	2005	\$14.553	\$16.118	239,237
	2006	\$16.118	\$20.321	238,989
	2007	\$20.321	\$21.736	222,845
	2008	\$21.736	\$12.025	193,760
-----				
Putnam VT Investors Fund--Class IB (5)	2003	\$10.000	\$12.184	8,159
	2004	\$12.184	\$13.547	5,886
	2005	\$13.547	\$14.550	4,547
	2006	\$14.550	\$16.364	3,355
	2007	\$16.364	\$15.317	3,106
	2008	\$15.317	\$9.140	2,276
-----				
Putnam VT New Value Fund--Class IB	2005	\$10.000	\$10.948	254,363
	2006	\$10.948	\$12.538	372,360
	2007	\$12.538	\$11.770	355,677
	2008	\$11.770	\$6.418	365,722
-----				
Putnam VT Voyager Fund--Class IB	2003	\$10.000	\$11.752	63,955
	2004	\$11.752	\$12.184	135,230
	2005	\$12.184	\$12.712	164,024
	2006	\$12.712	\$13.230	169,816
	2007	\$13.230	\$13.780	155,642
	2008	\$13.780	\$8.565	145,665

\* The Allstate Variable Annuity Contracts and all of the Variable Sub-Accounts shown below were first offered under the Contracts on May 1, 2003, except for the AIM V.I. Mid Cap Core Equity--Series II Sub-Account, FTVIP Franklin High Income Securities--Class 2 Sub-Account, FTVIP Franklin Income Securities--Class 2 Sub-Account, FTVIP Mutual Shares Securities--Class 2 Sub-Account, and FTVIP Templeton Foreign Securities--Class 2 Sub-Account, which were first offered under the Contracts on May 1, 2004, and the AllianceBernstein VPS International Value--Class B Sub-Account, the AllianceBernstein VPS Utility Income--Class B Sub-Account, the AllianceBernstein VPS Value--Class B Sub-Account, the Fidelity VIP Contrafund--Service Class 2 Sub-Account, the Fidelity VIP Growth & Income--Service Class 2 Sub-Account, the Fidelity VIP High Income--Service Class 2 Sub-Account, the Fidelity VIP Mid Cap--Service Class 2 Sub-Account, the FTVIP Franklin Flex Cap Growth Securities--Class 2 Sub-Account, the FTVIP Mutual Discovery Securities--Class 2 Sub-Account, the Goldman Sachs VIT Structured Small Cap Equity Sub-Account, the Goldman Sachs VIT Structured U.S. Equity Sub-Account, the Goldman Sachs VIT Growth and Income Sub-Account, the Goldman Sachs VIT Mid Cap Value Sub-Account and the Putnam VT New Value--Class IB Sub-Account which were first offered under the Contracts on April 30, 2005, and the AIM V.I. Core Equity--Series II Sub-Account, the Fidelity VIP Money Market--Service Class 2 Sub-Account, the PIMCO VIT CommodityRealReturn Strategy--Advisor Shares Sub-Account, PIMCO VIT Emerging Markets Bond--Advisor Shares Sub-Account, PIMCO VIT Real Return--Advisor Shares Sub-Account, PIMCO VIT Total Return--Advisor Shares Sub-Account and the UIF International Growth Equity, Class II Sub-Account which were first offered under the Contracts on May 1, 2006. The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 1.10% and an administration expense charge of 0.19%.

(1)Effective May 1, 2006, the Goldman Sachs VIT Mid Cap Value Sub-Account, Morgan Stanley VIS European Equity--Class Y Sub-Account and Morgan Stanley VIS Limited Duration--Class Y Sub-Account are no longer available for new investments. If you are currently invested in the Variable Sub-Accounts that invest in these Portfolios you may continue your investments. If, prior to May 1, 2006, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.1

- (2) Effective May 1, 2005, the AIM V.I. Basic Value--Series II Sub-Account, the AIM V.I. Capital Appreciation--Series II Sub-Account, the AIM V.I. Mid Cap Core Equity--Series II Sub-Account, the AllianceBernstein Growth and Income--Class B Sub-Account, the AllianceBernstein Large Cap Growth--Class B Sub-Account, the FTVIP Franklin High Income Securities--Class 2 Sub-Account, the Morgan Stanley VIS Global Advantage--Class Y Sub-Account, the Morgan Stanley VIS High Yield--Class Y Sub-Account, the Morgan Stanley VIS Income Builder--Class Y Sub-Account, the Morgan Stanley VIS Global Infrastructure--Class Y Sub-Account, the Putnam VT Growth and Income--Class IB Sub-Account and the UIF Emerging Markets Debt, Class II Sub-Account are no longer available for new investments. If you are currently invested in these Variable Sub-Accounts, you may continue your investment. If prior to May 1, 2005, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing or dollar cost averaging, we will continue to effect automatic transactions to these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.
- (3) Morgan Stanley Investment Management Inc., the adviser to the UIF Portfolios, does business in certain instances using the name Van Kampen.
- (4) Effective May 1, 2006, the AIM V.I. Core Equity--Series II Sub-Account is no longer available for new investments. If you are currently invested in the AIM V.I. Core Equity--Series II Sub-Account you may continue your investment. If, prior to May 1, 2005, you enrolled in one of our automatic transaction programs, through the AIM V.I. Premier Equity--Series II Sub-Account (the predecessor of the AIM V.I. Core Equity--Series II Sub-Account), such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into the AIM V.I. Core Equity--Series II Sub-Account in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.
- (5) Effective May 1, 2004, the Putnam VT Investors--Class IB Sub-Account is no longer available for new investments. If you are currently invested in this Variable Sub-Account, you may continue your investment. If prior to May 1, 2004, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing or dollar cost averaging, we will continue to effect automatic transactions to this Variable Sub-Account in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.5

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Morgan Stanley VIS Aggressive Equity Portfolio--Class Y	2003	\$10.000	\$12.201	6,634
	2004	\$12.201	\$13.491	10,689
	2005	\$13.491	\$16.278	21,194
	2006	\$16.278	\$17.226	26,698
	2007	\$17.226	\$20.216	22,494
	2008	\$20.216	\$10.136	10,781
-----				
Morgan Stanley VIS Dividend Growth Portfolio--Class Y	2003	\$10.000	\$12.227	66,915
	2004	\$12.227	\$13.007	240,939
	2005	\$13.007	\$13.473	294,781
	2006	\$13.473	\$14.680	280,797
	2007	\$14.680	\$14.993	171,337
	2008	\$14.993	\$9.366	122,838
-----				
Morgan Stanley VIS Capital Opportunities Portfolio--Class Y	2003	\$10.000	\$11.852	46,977
	2004	\$11.852	\$12.918	184,114
	2005	\$12.918	\$14.973	279,675
	2006	\$14.973	\$15.297	435,170
	2007	\$15.297	\$17.930	347,503
	2008	\$17.930	\$9.210	282,038
-----				
Morgan Stanley VIS European Equity Portfolio--Class Y (1)	2003	\$10.000	\$12.656	15,404
	2004	\$12.656	\$13.995	35,187
	2005	\$13.995	\$14.909	39,213
	2006	\$14.909	\$19.037	25,159
	2007	\$19.037	\$21.585	17,986
	2008	\$21.585	\$12.128	8,493
-----				
Morgan Stanley VIS Global Advantage Portfolio--Class Y (2)	2003	\$10.000	\$12.568	11,186
	2004	\$12.568	\$13.874	16,323
	2005	\$13.874	\$14.519	16,425
	2006	\$14.519	\$16.894	14,916
	2007	\$16.894	\$19.377	11,065
	2008	\$19.377	\$10.675	8,445
-----				
Morgan Stanley VIS Global Dividend Growth Portfolio--Class Y	2003	\$10.000	\$12.936	78,822
	2004	\$12.936	\$14.580	127,171
	2005	\$14.580	\$15.219	144,625
	2006	\$15.219	\$18.195	123,985
	2007	\$18.195	\$19.096	99,611
	2008	\$19.096	\$11.060	73,529

ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.5

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Morgan Stanley VIS High Yield Portfolio--Class Y (2)	2003	\$10.000	\$11.301	65,540
	2004	\$11.301	\$12.172	163,222
	2005	\$12.172	\$12.197	175,113
	2006	\$12.197	\$13.072	142,566
	2007	\$13.072	\$13.351	93,648
	2008	\$13.351	\$10.081	62,827
-----				
Morgan Stanley VIS Income Builder Portfolio--Class Y (2)	2003	\$10.000	\$11.634	21,733
	2004	\$11.634	\$12.664	47,530
	2005	\$12.664	\$13.285	54,141
	2006	\$13.285	\$14.885	49,117
	2007	\$14.885	\$15.051	36,595
	2008	\$15.051	\$10.884	18,279
-----				
Morgan Stanley VIS Income Plus Portfolio--Class Y	2003	\$10.000	\$10.283	184,686
	2004	\$10.283	\$10.622	643,073
	2005	\$10.622	\$10.764	1,462,440
	2006	\$10.764	\$11.148	1,916,928
	2007	\$11.148	\$11.586	1,666,801
	2008	\$11.586	\$10.353	1,135,993
-----				
Morgan Stanley VIS Limited Duration Portfolio--Class Y (1)	2003	\$10.000	\$9.991	206,331
	2004	\$9.991	\$9.937	413,637
	2005	\$9.937	\$9.917	657,808
	2006	\$9.917	\$10.143	667,110
	2007	\$10.143	\$10.249	522,713
	2008	\$10.249	\$8.543	396,358
-----				
Morgan Stanley VIS Money Market Portfolio--Class Y	2003	\$10.000	\$9.909	108,929
	2004	\$9.909	\$9.802	428,989
	2005	\$9.802	\$9.881	701,011
	2006	\$9.881	\$10.137	795,045
	2007	\$10.137	\$10.430	721,750
	2008	\$10.430	\$10.479	651,907
-----				
Morgan Stanley VIS S&P 500 Index Portfolio--Class Y	2003	\$10.000	\$12.081	103,071
	2004	\$12.081	\$13.099	207,780
	2005	\$13.099	\$13.449	360,938
	2006	\$13.449	\$15.234	490,716
	2007	\$15.234	\$15.725	473,195
	2008	\$15.725	\$9.698	399,210

ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.5

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Morgan Stanley VIS Strategist Portfolio--Class Y	2003	\$10.000	\$12.001	70,971
	2004	\$12.001	\$12.992	147,140
	2005	\$12.992	\$13.803	196,467
	2006	\$13.803	\$15.572	247,410
	2007	\$15.572	\$16.589	178,415
	2008	\$16.589	\$12.362	128,309
-----				
Morgan Stanley VIS - Global Infrastructure Portfolio--Class Y (2)	2003	\$10.000	\$11.474	6,583
	2004	\$11.474	\$13.568	31,117
	2005	\$13.568	\$15.254	42,719
	2006	\$15.254	\$18.000	35,485
	2007	\$18.000	\$21.241	21,779
	2008	\$21.241	\$13.897	14,062
-----				
UIF Emerging Markets Debt Portfolio, Class II (2,3)	2003	\$10.000	\$11.288	9,598
	2004	\$11.288	\$12.216	69,282
	2005	\$12.216	\$13.468	111,007
	2006	\$13.468	\$14.671	95,830
	2007	\$14.671	\$15.344	62,789
	2008	\$15.344	\$12.825	38,419
-----				
UIF Emerging Markets Equity Portfolio, Class II (3)	2003	\$10.000	\$14.872	15,373
	2004	\$14.872	\$17.983	39,200
	2005	\$17.983	\$23.650	293,630
	2006	\$23.650	\$31.893	369,132
	2007	\$31.893	\$44.036	317,054
	2008	\$44.036	\$18.726	165,074
-----				
UIF Equity and Income Portfolio, Class II (3)	2003	\$10.000	\$11.590	31,795
	2004	\$11.590	\$12.707	121,831
	2005	\$12.707	\$13.415	355,800
	2006	\$13.415	\$14.847	514,333
	2007	\$14.847	\$15.086	413,713
	2008	\$15.086	\$11.467	270,176
-----				
UIF Capital Growth Portfolio, Class II (3)	2003	\$10.000	\$11.683	51,300
	2004	\$11.683	\$12.339	103,097
	2005	\$12.339	\$14.009	105,569
	2006	\$14.009	\$14.298	73,771
	2007	\$14.298	\$17.100	40,684
	2008	\$17.100	\$8.515	31,807

ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.5

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
UIF Global Franchise Portfolio, Class II (3)	2003	\$10.000	\$12.217	64,033
	2004	\$12.217	\$13.545	234,429
	2005	\$13.545	\$14.911	673,072
	2006	\$14.911	\$17.813	953,357
	2007	\$17.813	\$19.223	887,941
	2008	\$19.223	\$13.429	700,311
-----				
UIF International Growth Equity Portfolio, Class II (3)	2006	\$10.000	\$10.731	110,844
	2007	\$10.731	\$12.054	125,536
	2008	\$12.054	\$6.100	137,445
-----				
UIF U.S. Mid Cap Growth Portfolio, Class II (3)	2003	\$10.000	\$13.080	56,943
	2004	\$13.080	\$15.621	107,152
	2005	\$15.621	\$18.015	468,020
	2006	\$18.015	\$19.329	587,636
	2007	\$19.329	\$23.297	505,179
	2008	\$23.297	\$12.180	275,791
-----				
UIF Small Company Growth Portfolio, Class II (3)	2003	\$10.000	\$13.584	66,608
	2004	\$13.584	\$15.885	104,445
	2005	\$15.885	\$17.630	105,122
	2006	\$17.630	\$19.384	84,445
	2007	\$19.384	\$19.619	39,071
	2008	\$19.619	\$11.488	30,629
-----				
UIF U.S. Mid Cap Value Portfolio, Class II (3)	2003	\$10.000	\$13.372	88,639
	2004	\$13.372	\$15.056	199,551
	2005	\$15.056	\$16.600	428,687
	2006	\$16.600	\$19.686	494,479
	2007	\$19.686	\$20.850	407,795
	2008	\$20.850	\$12.007	304,971
-----				
UIF U.S. Real Estate Portfolio, Class II (3)	2003	\$10.000	\$12.750	61,183
	2004	\$12.750	\$17.057	172,705
	2005	\$17.057	\$19.578	246,519
	2006	\$19.578	\$26.499	221,922
	2007	\$26.499	\$21.549	176,152
	2008	\$21.549	\$13.122	143,148
-----				
Van Kampen LIT Mid Cap Growth Portfolio, Class II	2003	\$10.000	\$12.829	14,674
	2004	\$12.829	\$14.490	22,291
	2005	\$14.490	\$15.829	23,151
	2006	\$15.829	\$16.329	22,049
	2007	\$16.329	\$18.876	13,222
	2008	\$18.876	\$9.866	7,991



ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.5

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Van Kampen LIT Comstock Portfolio, Class II	2003	\$10.000	\$12.491	286,089
	2004	\$12.491	\$14.421	699,495
	2005	\$14.421	\$14.760	1,601,297
	2006	\$14.760	\$16.840	1,655,939
	2007	\$16.840	\$16.168	1,404,832
	2008	\$16.168	\$10.204	899,592
-----				
Van Kampen LIT Capital Growth Portfolio, Class II	2003	\$10.000	\$11.821	67,081
	2004	\$11.821	\$12.409	101,974
	2005	\$12.409	\$13.132	176,876
	2006	\$13.132	\$13.249	193,340
	2007	\$13.249	\$15.192	158,278
	2008	\$15.192	\$7.600	100,605
-----				
Van Kampen LIT Growth and Income Portfolio, Class II	2003	\$10.000	\$12.390	176,200
	2004	\$12.390	\$13.900	319,496
	2005	\$13.900	\$14.994	548,723
	2006	\$14.994	\$17.096	594,846
	2007	\$17.096	\$17.230	512,719
	2008	\$17.230	\$11.482	375,128
-----				
AIM V.I. Basic Value Fund--Series II (2)	2003	\$10.000	\$12.887	29,372
	2004	\$12.887	\$14.042	99,790
	2005	\$14.042	\$14.555	111,926
	2006	\$14.555	\$16.162	105,994
	2007	\$16.162	\$16.104	77,794
	2008	\$16.104	\$7.614	77,108
-----				
AIM V.I. Capital Appreciation Fund--Series II (2)	2003	\$10.000	\$12.234	12,830
	2004	\$12.234	\$12.789	21,060
	2005	\$12.789	\$13.652	20,111
	2006	\$13.652	\$14.235	19,172
	2007	\$14.235	\$15.635	12,902
	2008	\$15.635	\$8.819	9,631
-----				
AIM V.I. Core Equity Fund--Series II (4)	2004	\$10.000	\$10.797	21,750
	2005	\$10.797	\$11.386	58,290
	2006	\$10.000	\$10.775	21,343
	2007	\$10.775	\$11.426	15,644
	2008	\$11.426	\$7.827	8,455

ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.5

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
AIM V.I. Mid Cap Core Equity Fund--Series II (2)	2003	\$10.000	\$11.753	5,582
	2004	\$11.753	\$12.189	15,922
	2005	\$12.189	\$12.626	20,572
	2006	\$11.386	\$12.424	52,964
	2007	\$12.424	\$13.346	45,968
	2008	\$13.346	\$9.357	29,739
-----				
AllianceBernstein VPS Growth and Income Portfolio--Class B (2)	2003	\$10.000	\$12.279	54,387
	2004	\$12.279	\$13.427	166,492
	2005	\$13.427	\$13.807	447,898
	2006	\$13.807	\$15.880	413,771
	2007	\$15.880	\$16.369	345,766
	2008	\$16.369	\$9.543	119,126
-----				
AllianceBernstein VPS Growth Portfolio--Class B	2003	\$10.000	\$12.446	28,817
	2004	\$12.446	\$14.013	80,635
	2005	\$14.013	\$15.380	325,340
	2006	\$15.380	\$14.933	424,521
	2007	\$14.933	\$16.538	373,318
	2008	\$16.538	\$9.333	258,510
-----				
AllianceBernstein VPS International Value Portfolio--Class B	2005	\$10.000	\$11.870	200,944
	2006	\$11.870	\$15.768	538,385
	2007	\$15.768	\$16.365	527,670
	2008	\$16.365	\$7.516	554,744
-----				
AllianceBernstein VPS Large Cap Growth Portfolio--Class B (2)	2003	\$10.000	\$11.480	40,183
	2004	\$11.480	\$12.228	66,960
	2005	\$12.228	\$13.806	64,208
	2006	\$13.806	\$13.486	50,284
	2007	\$13.486	\$15.062	26,777
	2008	\$15.062	\$8.911	22,011
-----				
AllianceBernstein VPS Small/Mid Cap Value Portfolio--Class B	2003	\$10.000	\$13.605	46,809
	2004	\$13.605	\$15.926	101,345
	2005	\$15.926	\$16.696	461,511
	2006	\$16.696	\$18.746	547,841
	2007	\$18.746	\$18.709	492,368
	2008	\$18.709	\$11.817	266,076
-----				
AllianceBernstein VPS Utility Income Portfolio--Class B	2005	\$10.000	\$10.948	62,544
	2006	\$10.948	\$13.293	104,446
	2007	\$13.293	\$15.948	105,948
	2008	\$15.948	\$9.915	75,031

ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.5

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
AllianceBernstein VPS Value Portfolio--Class B	2005	\$10.000	\$10.728	24,330
	2006	\$10.728	\$12.765	84,687
	2007	\$12.765	\$12.025	73,715
	2008	\$12.025	\$6.973	71,808
-----				
Fidelity VIP Contrafund Portfolio--Service Class 2	2005	\$10.000	\$11.885	588,555
	2006	\$11.885	\$13.020	1,179,793
	2007	\$13.020	\$15.013	1,070,999
	2008	\$15.013	\$8.458	834,097
-----				
Fidelity VIP Growth & Income Portfolio--Service Class 2	2005	\$10.000	\$11.084	109,025
	2006	\$11.084	\$12.298	289,123
	2007	\$12.298	\$13.523	274,217
	2008	\$13.523	\$7.724	254,479
-----				
Fidelity VIP High Income Portfolio--Service Class 2	2005	\$10.000	\$10.470	105,832
	2006	\$10.470	\$11.428	211,031
	2007	\$11.428	\$11.520	228,615
	2008	\$11.520	\$8.478	148,744
-----				
Fidelity VIP Mid Cap Portfolio--Service Class 2	2005	\$10.000	\$12.103	146,107
	2006	\$12.103	\$13.375	305,980
	2007	\$13.375	\$15.164	279,884
	2008	\$15.164	\$9.003	190,988
-----				
Fidelity VIP Money Market Portfolio--Service Class 2	2006	\$10.000	\$10.207	105,566
	2007	\$10.207	\$10.531	233,662
	2008	\$10.531	\$10.639	390,322
-----				
FTVIP Franklin Flex Cap Growth Securities Fund--Class 2	2005	\$10.000	\$11.148	40,286
	2006	\$11.148	\$11.530	133,880
	2007	\$11.530	\$12.957	141,437
	2008	\$12.957	\$8.240	128,083
-----				
FTVIP Franklin High Income Securities Fund--Class 2 (2)	2004	\$10.000	\$10.688	105,202
	2005	\$10.688	\$10.856	171,901
	2006	\$10.856	\$11.673	155,403
	2007	\$11.673	\$11.786	114,261
	2008	\$11.786	\$8.878	73,253
-----				
FTVIP Franklin Income Securities Fund--Class 2	2004	\$10.000	\$11.233	86,915
	2005	\$11.233	\$11.221	769,097
	2006	\$11.221	\$13.044	1,446,601
	2007	\$13.044	\$13.304	1,392,292
	2008	\$13.304	\$9.200	958,297

ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.5

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
FTVIP Mutual Discovery Securities Fund--Class 2	2005	\$10.000	\$11.374	64,062
	2006	\$11.374	\$13.760	133,205
	2007	\$13.760	\$15.129	128,508
	2008	\$15.129	\$10.641	84,601
-----				
FTVIP Mutual Shares Securities Fund--Class 2	2004	\$10.000	\$10.944	51,882
	2005	\$10.944	\$11.896	475,155
	2006	\$11.896	\$13.845	564,827
	2007	\$13.845	\$14.083	513,207
	2008	\$14.083	\$8.707	341,061
-----				
FTVIP Templeton Foreign Securities Fund--Class 2	2004	\$10.000	\$11.511	36,969
	2005	\$11.511	\$12.468	860,022
	2006	\$12.468	\$14.887	1,019,766
	2007	\$14.887	\$16.896	920,177
	2008	\$16.896	\$9.903	467,082
-----				
Goldman Sachs VIT Growth and Income Fund	2005	\$10.000	\$10.517	76,141
	2006	\$10.517	\$12.680	154,410
	2007	\$12.680	\$12.497	172,441
	2008	\$12.497	\$8.143	125,940
-----				
Goldman Sachs VIT Mid Cap Value Fund (1)	2005	\$10.000	\$11.370	121,130
	2006	\$11.370	\$12.985	141,849
	2007	\$12.985	\$13.104	125,334
	2008	\$13.104	\$8.152	93,609
-----				
Goldman Sachs VIT Structured Small Cap Equity Fund	2005	\$10.000	\$11.336	303,063
	2006	\$11.336	\$12.513	551,622
	2007	\$12.513	\$10.244	540,006
	2008	\$10.244	\$6.663	417,070
-----				
Goldman Sachs VIT Structured U.S. Equity Fund	2005	\$10.000	\$11.265	108,569
	2006	\$11.265	\$12.502	255,308
	2007	\$12.502	\$12.001	267,974
	2008	\$12.001	\$7.488	236,625
-----				
PIMCO VIT CommodityRealReturn TM Strategy Portfolio--Advisor Shares	2006	\$10.000	\$9.491	78,439
	2007	\$9.491	\$11.489	78,415
	2008	\$11.489	\$6.341	86,439
-----				
PIMCO VIT Emerging Markets Bond Portfolio--Advisor Shares	2006	\$10.000	\$10.703	13,419
	2007	\$10.703	\$11.124	20,429
	2008	\$11.124	\$9.332	24,792

ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.5

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
PIMCO VIT Real Return Portfolio--Advisor Shares	2006	\$10.000	\$10.118	56,188
	2007	\$10.118	\$10.998	149,722
	2008	\$10.998	\$10.041	138,483
-----				
PIMCO VIT Total Return Portfolio--Advisor Shares	2006	\$10.000	\$10.300	333,924
	2007	\$10.300	\$11.002	541,720
	2008	\$11.002	\$11.326	436,998
-----				
Putnam VT The George Putnam Fund of Boston--Class IB	2003	\$10.000	\$11.311	50,397
	2004	\$11.311	\$12.033	50,051
	2005	\$12.033	\$12.303	295,949
	2006	\$12.303	\$13.538	78,718
	2007	\$13.538	\$13.435	42,032
	2008	\$13.435	\$7.829	30,400
-----				
Putnam VT Growth and Income Fund--Class IB (2)	2003	\$10.000	\$12.285	28,104
	2004	\$12.285	\$13.419	34,565
	2005	\$13.419	\$13.883	45,145
	2006	\$13.883	\$15.820	30,417
	2007	\$15.820	\$14.612	26,162
	2008	\$14.612	\$8.806	13,522
-----				
Putnam VT International Equity Fund--Class IB	2003	\$10.000	\$12.654	57,292
	2004	\$12.654	\$14.455	104,567
	2005	\$14.455	\$15.945	199,020
	2006	\$15.945	\$20.022	301,515
	2007	\$20.022	\$21.328	267,807
	2008	\$21.328	\$11.752	200,134
-----				
Putnam VT Investors Fund--Class IB (5)	2003	\$10.000	\$12.151	1,120
	2004	\$12.151	\$13.455	1,114
	2005	\$13.455	\$14.394	1,108
	2006	\$14.394	\$16.123	192
	2007	\$16.123	\$15.030	191
	2008	\$15.030	\$8.932	189
-----				
Putnam VT New Value Fund--Class IB	2005	\$10.000	\$10.918	162,309
	2006	\$10.918	\$12.453	324,998
	2007	\$12.453	\$11.643	289,114
	2008	\$11.643	\$6.323	250,595

ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

Basic Contract

Mortality & Expense = 1.5

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Putnam VT Voyager Fund--Class IB				
	2003	\$10.000	\$11.720	44,404
	2004	\$11.720	\$12.102	93,142
	2005	\$12.102	\$12.575	148,490
	2006	\$12.575	\$13.035	154,681
	2007	\$13.035	\$13.521	111,462
	2008	\$13.521	\$8.370	90,140

\* The Allstate Variable Annuity-L Share Contracts and all of the Variable Sub-Accounts shown below were first offered under the Contracts on May 1, 2003, except for the AIM V.I. Mid Cap Core Equity--Series II Sub-Account, FTVIP Franklin High Income Securities--Class 2 Sub-Account, FTVIP Franklin Income Securities--Class 2 Sub-Account, FTVIP Mutual Shares Securities--Class 2 Sub-Account, and FTVIP Templeton Foreign Securities--Class 2 Sub-Account, which were first offered under the Contracts on May 1, 2004, and the AllianceBernstein VPS International Value--Class B Sub-Account, the AllianceBernstein VPS Utility Income--Class B Sub-Account, the AllianceBernstein VPS Value--Class B Sub-Account, the Fidelity VIP Contrafund--Service Class 2 Sub-Account, the Fidelity VIP Growth & Income--Service Class 2 Sub-Account, the Fidelity VIP High Income--Service Class 2 Sub-Account, the Fidelity VIP Mid Cap--Service Class 2 Sub-Account, the FTVIP Franklin Flex Cap Growth Securities--Class 2 Sub-Account, the FTVIP Mutual Discovery Securities--Class 2 Sub-Account, the Goldman Sachs VIT Structured Small Cap Equity Sub-Account, the Goldman Sachs VIT Structured U.S. Equity Sub-Account, the Goldman Sachs VIT Growth and Income Sub-Account, the Goldman Sachs VIT Mid Cap Value Sub-Account and the Putnam VT New Value--Class IB Sub-Account which were first offered under the Contracts on April 30, 2005, and the AIM V.I. Core Equity--Series II Sub-Account, the Fidelity VIP Money Market--Service Class 2 Sub-Account, the PIMCO VIT CommodityRealReturn Strategy--Advisor Shares Sub-Account, PIMCO VIT Emerging Markets Bond--Advisor Shares Sub-Account, PIMCO VIT Real Return--Advisor Shares Sub-Account, PIMCO VIT Total Return--Advisor Shares Sub-Account and the UIF International Growth Equity, Class II Sub-Account which were first offered under the Contracts on May 1, 2006. The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 1.50% and an administration expense charge of 0.19%.

(1) Effective May 1, 2006, the Goldman Sachs VIT Mid Cap Value Fund, Morgan Stanley VIS European Equity Portfolio--Class Y and Morgan Stanley VIS Limited Duration Portfolio--Class Y are no longer available for new investments. If you are currently invested in the Variable Sub-Accounts that invest in these Portfolios you may continue your investments. If, prior to May 1, 2006, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(2) Effective May 1, 2005, the AIM V.I. Basic Value--Series II Sub-Account, the AIM V.I. Capital Appreciation--Series II Sub-Account, the AIM V.I. Mid Cap Core Equity--Series II Sub-Account, the AllianceBernstein VPS Growth and Income--Class B Sub-Account, the AllianceBernstein VPS Large Cap Growth--Class B Sub-Account, the FTVIP Franklin High Income Securities--Class 2 Sub-Account, the Morgan Stanley VIS Global Advantage--Class Y Sub-Account, the Morgan Stanley VIS High Yield--Class Y Sub-Account, the Morgan Stanley VIS Income Builder--Class Y Sub-Account, the Morgan Stanley VIS Global Infrastructure--Class Y Sub-Account, the Putnam VT Growth and Income--Class IB Sub-Account and the UIF Emerging Markets Debt, Class II Sub-Account are no longer available for new investments. If you are currently invested in these Variable Sub-Accounts, you may continue your investment. If prior to May 1, 2005, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing or dollar cost averaging, we will continue to effect automatic transactions to these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(3) Morgan Stanley Investment Management Inc., the adviser to the UIF Portfolios, does business in certain instances using the name Van Kampen.

(4) Effective May 1, 2006, AIM V.I. Core Equity--Series II Sub-Account is no longer available for new investments. If you are currently invested in the AIM V.I. Core Equity--Series II Sub-Account you may continue your investment. If, prior to May 1, 2006, you enrolled in one of our automatic transaction programs through the AIM V.I. Premier Equity--Series II

Sub-Account (the predecessor of the AIM V.I. Core Equity--Series II Sub-Account), such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into the AIM V.I. Core Equity--Series II Sub-Account in accordance with that program, unless you instruct us otherwise. Outside of these automatic transaction programs, additional allocations will not be allowed.

- (5) Effective May 1, 2004, the Putnam VT Investors--Class IB Sub-Account is no longer available for new investments. If you are currently invested in this Variable Sub-Account, you may continue your investment. If prior to May 1, 2004, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing or dollar cost averaging, we will continue to effect automatic transactions to the Variable Sub-Account in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection Option and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.0

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Morgan Stanley VIS Aggressive Equity Portfolio--Class Y				
	2003	\$10.000	\$12.159	189
	2004	\$12.159	\$13.377	951
	2005	\$13.377	\$16.058	951
	2006	\$16.058	\$16.908	951
	2007	\$16.908	\$19.741	951
	2008	\$19.741	\$9.847	951
-----				
Morgan Stanley VIS Dividend Growth Portfolio--Class Y				
	2003	\$10.000	\$12.185	20,116
	2004	\$12.185	\$12.897	18,199
	2005	\$12.897	\$13.291	22,604
	2006	\$13.291	\$14.408	20,625
	2007	\$14.408	\$14.641	19,418
	2008	\$14.641	\$9.099	13,916
-----				
Morgan Stanley VIS Capital Opportunities Portfolio--Class Y				
	2003	\$10.000	\$11.812	22,754
	2004	\$11.812	\$12.808	25,327
	2005	\$12.808	\$14.771	23,766
	2006	\$14.771	\$15.014	22,872
	2007	\$15.014	\$17.509	19,501
	2008	\$17.509	\$8.948	10,965
-----				
Morgan Stanley VIS European Equity Portfolio--Class Y (1)				
	2003	\$10.000	\$12.613	3,061
	2004	\$12.613	\$13.877	3,942
	2005	\$13.877	\$14.708	3,940
	2006	\$14.708	\$18.685	3,935
	2007	\$18.685	\$21.078	3,931
	2008	\$21.078	\$11.783	3,926
-----				
Morgan Stanley VIS Global Advantage Portfolio--Class Y (2)				
	2003	\$10.000	\$12.526	979
	2004	\$12.526	\$13.757	0
	2005	\$13.757	\$14.323	0
	2006	\$14.323	\$16.581	0
	2007	\$16.581	\$18.922	0
	2008	\$18.922	\$10.371	0
-----				
Morgan Stanley VIS Global Dividend Growth Portfolio--Class Y				
	2003	\$10.000	\$12.892	5,234
	2004	\$12.892	\$14.457	11,314
	2005	\$14.457	\$15.014	12,341
	2006	\$15.014	\$17.859	11,659
	2007	\$17.859	\$18.647	11,536
	2008	\$18.647	\$10.745	11,196



ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection Option and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.0

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Morgan Stanley VIS High Yield Portfolio--Class Y (2)	2003	\$10.000	\$11.262	5,624
	2004	\$11.262	\$12.069	5,399
	2005	\$12.069	\$12.033	7,464
	2006	\$12.033	\$12.830	7,040
	2007	\$12.830	\$13.037	6,708
	2008	\$13.037	\$9.794	6,374
-----				
Morgan Stanley VIS Income Builder Portfolio--Class Y (2)	2003	\$10.000	\$11.595	388
	2004	\$11.595	\$12.556	388
	2005	\$12.556	\$13.106	6,319
	2006	\$13.106	\$14.610	5,300
	2007	\$14.610	\$14.697	4,876
	2008	\$14.697	\$10.574	4,428
-----				
Morgan Stanley VIS Income Plus Portfolio--Class Y	2003	\$10.000	\$10.248	36,354
	2004	\$10.248	\$10.532	31,834
	2005	\$10.532	\$10.619	50,822
	2006	\$10.619	\$10.942	41,532
	2007	\$10.942	\$11.314	42,065
	2008	\$11.314	\$10.058	22,447
-----				
Morgan Stanley VIS Limited Duration Portfolio--Class Y (1)	2003	\$10.000	\$9.957	22,303
	2004	\$9.957	\$9.853	25,373
	2005	\$9.853	\$9.783	23,571
	2006	\$9.783	\$9.955	22,489
	2007	\$9.955	\$10.008	21,727
	2008	\$10.008	\$8.300	18,154
-----				
Morgan Stanley VIS Money Market Portfolio--Class Y	2003	\$10.000	\$9.875	45,906
	2004	\$9.875	\$9.719	100,138
	2005	\$9.719	\$9.747	106,824
	2006	\$9.747	\$9.950	102,072
	2007	\$9.950	\$10.185	9,365
	2008	\$10.185	\$10.180	6,937
-----				
Morgan Stanley VIS S&P 500 Index Portfolio--Class Y	2003	\$10.000	\$12.040	15,094
	2004	\$12.040	\$12.988	15,844
	2005	\$12.988	\$13.268	23,949
	2006	\$13.268	\$14.953	22,947
	2007	\$14.953	\$15.355	28,701
	2008	\$15.355	\$9.421	28,554

ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection Option and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.0

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Morgan Stanley VIS Strategist Portfolio--Class Y	2003	\$10.000	\$11.961	14,926
	2004	\$11.961	\$12.882	15,995
	2005	\$12.882	\$13.617	13,820
	2006	\$13.617	\$15.284	12,721
	2007	\$15.284	\$16.199	11,588
	2008	\$16.199	\$12.010	2,185
-----				
Morgan Stanley VIS--Global Infrastructure Portfolio--Class Y (2)	2003	\$10.000	\$11.435	1,101
	2004	\$11.435	\$13.453	1,096
	2005	\$13.453	\$15.048	1,052
	2006	\$15.048	\$17.668	1,007
	2007	\$17.668	\$20.742	962
	2008	\$20.742	\$13.501	894
-----				
UIF Emerging Markets Debt Portfolio, Class II (2,3)	2003	\$10.000	\$11.250	15,238
	2004	\$11.250	\$12.113	793
	2005	\$12.113	\$13.286	676
	2006	\$13.286	\$14.400	593
	2007	\$14.400	\$14.984	508
	2008	\$14.984	\$12.460	409
-----				
UIF Emerging Markets Equity Portfolio, Class II (3)	2003	\$10.000	\$14.821	12,008
	2004	\$14.821	\$17.831	578
	2005	\$17.831	\$23.331	1,273
	2006	\$23.331	\$31.304	1,273
	2007	\$31.304	\$43.002	1,297
	2008	\$43.002	\$18.193	833
-----				
UIF Equity and Income Portfolio, Class II (3)	2003	\$10.000	\$11.551	4,382
	2004	\$11.551	\$12.599	8,845
	2005	\$12.599	\$13.234	7,060
	2006	\$13.234	\$14.573	7,902
	2007	\$14.573	\$14.731	5,965
	2008	\$14.731	\$11.140	776
-----				
UIF Capital Growth Portfolio, Class II (3)	2003	\$10.000	\$11.643	732
	2004	\$11.643	\$12.234	1,444
	2005	\$12.234	\$13.820	2,590
	2006	\$13.820	\$14.033	2,582
	2007	\$14.033	\$16.697	2,573
	2008	\$16.697	\$8.272	2,559

ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection Option and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.0

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
UIF Global Franchise Portfolio, Class II (3)	2003	\$10.000	\$12.176	1,170
	2004	\$12.176	\$13.430	4,254
	2005	\$13.430	\$14.710	12,144
	2006	\$14.710	\$17.484	12,292
	2007	\$17.484	\$18.771	11,242
	2008	\$18.771	\$13.046	8,277
-----				
UIF International Growth Equity Portfolio, Class II (3)	2006	\$10.000	\$10.695	0
	2007	\$10.695	\$11.951	7,868
	2008	\$11.951	\$6.017	9,863
-----				
UIF U.S. Mid Cap Growth Portfolio, Class II (3)	2003	\$10.000	\$13.036	6,524
	2004	\$13.036	\$15.489	7,472
	2005	\$15.489	\$17.772	7,621
	2006	\$17.772	\$18.972	7,340
	2007	\$18.972	\$22.750	9,962
	2008	\$22.750	\$11.833	10,113
-----				
UIF Small Company Growth Portfolio, Class II (3)	2003	\$10.000	\$13.538	12,094
	2004	\$13.538	\$15.751	7,725
	2005	\$15.751	\$17.392	7,880
	2006	\$17.392	\$19.025	7,706
	2007	\$19.025	\$19.158	7,661
	2008	\$19.158	\$11.161	6,513
-----				
UIF U.S. Mid Cap Value Portfolio, Class II (3)	2003	\$10.000	\$13.327	13,892
	2004	\$13.327	\$14.928	9,406
	2005	\$14.928	\$16.376	10,565
	2006	\$16.376	\$19.322	10,421
	2007	\$19.322	\$20.360	12,160
	2008	\$20.360	\$11.665	11,195
-----				
UIF U.S. Real Estate Portfolio, Class II (3)	2003	\$10.000	\$12.707	2,217
	2004	\$12.707	\$16.912	7,785
	2005	\$16.912	\$19.314	8,404
	2006	\$19.314	\$26.009	7,578
	2007	\$26.009	\$21.043	7,640
	2008	\$21.043	\$12.748	6,485
-----				
Van Kampen LIT Mid Cap Growth Portfolio, Class II	2003	\$10.000	\$12.785	428
	2004	\$12.785	\$14.368	1,015
	2005	\$14.368	\$15.616	429
	2006	\$15.616	\$16.027	427
	2007	\$16.027	\$18.433	424
	2008	\$18.433	\$9.585	216

ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection Option and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.0

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Van Kampen LIT Comstock Portfolio, Class II	2003	\$10.000	\$12.449	73,598
	2004	\$12.449	\$14.299	44,257
	2005	\$14.299	\$14.561	49,881
	2006	\$14.561	\$16.529	49,325
	2007	\$16.529	\$15.788	50,066
	2008	\$15.788	\$9.913	38,421
-----				
Van Kampen LIT Capital Growth Portfolio, Class II	2003	\$10.000	\$11.781	7,119
	2004	\$11.781	\$12.304	5,330
	2005	\$12.304	\$12.955	4,868
	2006	\$12.955	\$13.004	4,578
	2007	\$13.004	\$14.835	4,090
	2008	\$14.835	\$7.383	2,959
-----				
Van Kampen LIT Growth and Income Portfolio, Class II	2003	\$10.000	\$12.347	52,658
	2004	\$12.347	\$13.782	27,103
	2005	\$13.782	\$14.792	32,255
	2006	\$14.792	\$16.780	30,931
	2007	\$16.780	\$16.825	29,153
	2008	\$16.825	\$11.155	9,573
-----				
AIM V.I. Basic Value Fund--Series II (2)	2003	\$10.000	\$12.843	2,967
	2004	\$12.843	\$13.924	4,311
	2005	\$13.924	\$14.359	3,964
	2006	\$14.359	\$15.863	3,935
	2007	\$15.863	\$15.725	3,632
	2008	\$15.725	\$7.397	1,439
-----				
AIM V.I. Capital Appreciation Fund--Series II (2)	2003	\$10.000	\$12.193	1,401
	2004	\$12.193	\$12.681	895
	2005	\$12.681	\$13.468	890
	2006	\$13.468	\$13.972	885
	2007	\$13.972	\$15.268	880
	2008	\$15.268	\$8.567	872
-----				
AIM V.I. Core Equity Fund--Series II (4)	2006	\$10.000	\$10.738	8,630
	2007	\$10.738	\$11.329	8,588
	2008	\$11.329	\$7.721	8,530
-----				
AIM V.I. Mid Cap Core Equity Fund--Series II (2)	2004	\$10.000	\$10.760	0
	2005	\$10.760	\$11.290	0
	2006	\$11.290	\$12.256	0
	2007	\$12.256	\$13.099	0
	2008	\$13.099	\$9.137	0

ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection Option and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.0

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
AllianceBernstein VPS Growth and Income Portfolio--Class B (2)	2003	\$10.000	\$12.238	30,085
	2004	\$12.238	\$13.313	30,581
	2005	\$13.313	\$13.621	32,696
	2006	\$13.621	\$15.586	30,707
	2007	\$15.586	\$15.984	24,486
	2008	\$15.984	\$9.271	20,315
-----				
AllianceBernstein VPS Growth Portfolio--Class B	2003	\$10.000	\$12.403	5,243
	2004	\$12.403	\$13.894	6,926
	2005	\$13.894	\$15.172	6,809
	2006	\$15.172	\$14.657	6,796
	2007	\$14.657	\$16.149	6,783
	2008	\$16.149	\$9.067	6,959
-----				
AllianceBernstein VPS International Value Portfolio--Class B	2005	\$10.000	\$11.829	3,437
	2006	\$11.829	\$15.635	3,209
	2007	\$15.635	\$16.144	11,918
	2008	\$16.144	\$7.376	15,561
-----				
AllianceBernstein VPS Large Cap Growth Portfolio--Class B (2)	2003	\$10.000	\$11.441	5,752
	2004	\$11.441	\$12.124	11,686
	2005	\$12.124	\$13.620	11,685
	2006	\$13.620	\$13.237	11,263
	2007	\$13.237	\$14.708	11,262
	2008	\$14.708	\$8.657	11,026
-----				
AllianceBernstein VPS Small/Mid Cap Value Portfolio--Class B	2003	\$10.000	\$13.558	5,419
	2004	\$13.558	\$15.791	7,226
	2005	\$15.791	\$16.471	7,449
	2006	\$16.471	\$18.399	7,250
	2007	\$18.399	\$18.269	5,854
	2008	\$18.269	\$11.481	4,030
-----				
AllianceBernstein VPS Utility Income Portfolio--Class B	2005	\$10.000	\$10.911	1,315
	2006	\$10.911	\$13.180	293
	2007	\$13.180	\$15.732	273
	2008	\$15.732	\$9.731	1,452
-----				
AllianceBernstein VPS Value Portfolio--Class B	2005	\$10.000	\$10.691	0
	2006	\$10.691	\$12.657	0
	2007	\$12.657	\$11.863	0
	2008	\$11.863	\$6.844	0

ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection Option and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.0

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Fidelity VIP Contrafund Portfolio--Service Class 2	2005	\$10.000	\$11.844	6,441
	2006	\$11.844	\$12.910	6,854
	2007	\$12.910	\$14.810	5,944
	2008	\$14.810	\$8.301	3,333
-----				
Fidelity VIP Growth & Income Portfolio--Service Class 2	2005	\$10.000	\$11.046	366
	2006	\$11.046	\$12.194	1,882
	2007	\$12.194	\$13.340	6,674
	2008	\$13.340	\$7.580	7,366
-----				
Fidelity VIP High Income Portfolio--Service Class 2	2005	\$10.000	\$10.434	3,328
	2006	\$10.434	\$11.331	2,044
	2007	\$11.331	\$11.364	1,883
	2008	\$11.364	\$8.320	764
-----				
Fidelity VIP Mid Cap Portfolio--Service Class 2	2005	\$10.000	\$12.062	290
	2006	\$12.062	\$13.262	269
	2007	\$13.262	\$14.959	251
	2008	\$14.959	\$8.836	1,649
-----				
Fidelity VIP Money Market Portfolio--Service Class 2	2006	\$10.000	\$10.172	0
	2007	\$10.172	\$10.441	4,439
	2008	\$10.441	\$10.495	8,295
-----				
FTVIP Franklin Flex Cap Growth Securities Fund--Class 2	2005	\$10.000	\$11.110	0
	2006	\$11.110	\$11.432	0
	2007	\$11.432	\$12.782	5,150
	2008	\$12.782	\$8.087	5,196
-----				
FTVIP Franklin High Income Securities Fund--Class 2 (2)	2004	\$10.000	\$10.652	1,781
	2005	\$10.652	\$10.764	2,337
	2006	\$10.764	\$11.515	2,364
	2007	\$11.515	\$11.568	3,061
	2008	\$11.568	\$8.669	2,025
-----				
FTVIP Franklin Income Securities Fund--Class 2	2004	\$10.000	\$11.194	1,924
	2005	\$11.194	\$11.126	2,412
	2006	\$11.126	\$12.868	2,245
	2007	\$12.868	\$13.057	1,492
	2008	\$13.057	\$8.984	1,577
-----				
FTVIP Mutual Discovery Securities Fund--Class 2	2005	\$10.000	\$11.335	3,984
	2006	\$11.335	\$13.644	3,791
	2007	\$13.644	\$14.925	3,586
	2008	\$14.925	\$10.444	3,182

ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection Option and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.0

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
FTVIP Mutual Shares Securities Fund--Class 2	2004	\$10.000	\$10.907	7,597
	2005	\$10.907	\$11.795	8,427
	2006	\$11.795	\$13.658	8,625
	2007	\$13.658	\$13.822	8,002
	2008	\$13.822	\$8.502	7,984
-----				
FTVIP Templeton Foreign Securities Fund--Class 2	2004	\$10.000	\$11.472	0
	2005	\$11.472	\$12.363	1,345
	2006	\$12.363	\$14.686	1,891
	2007	\$14.686	\$16.583	1,366
	2008	\$16.583	\$9.670	2,607
-----				
Goldman Sachs VIT Growth and Income Fund	2005	\$10.000	\$10.481	693
	2006	\$10.481	\$12.573	531
	2007	\$12.573	\$12.327	551
	2008	\$12.327	\$7.992	538
-----				
Goldman Sachs VIT Mid Cap Value Fund	2005	\$10.000	\$11.331	0
	2006	\$11.331	\$12.875	0
	2007	\$12.875	\$12.926	0
	2008	\$12.926	\$8.001	0
-----				
Goldman Sachs VIT Structured Small Cap Equity Fund	2005	\$10.000	\$11.298	607
	2006	\$11.298	\$12.407	1,238
	2007	\$12.407	\$10.106	1,346
	2008	\$10.106	\$6.539	2,010
-----				
Goldman Sachs VIT Structured U.S. Equity Fund	2005	\$10.000	\$11.226	791
	2006	\$11.226	\$12.397	1,419
	2007	\$12.397	\$11.839	6,517
	2008	\$11.839	\$7.349	6,690
-----				
PIMCO VIT CommodityRealReturn TM Strategy Portfolio--Advisor Shares	2006	\$10.000	\$9.458	0
	2007	\$9.458	\$11.391	796
	2008	\$11.391	\$6.255	1,548
-----				
PIMCO VIT Emerging Markets Bond Portfolio--Advisor Shares	2006	\$10.000	\$10.666	0
	2007	\$10.666	\$11.029	0
	2008	\$11.029	\$9.206	502
-----				
PIMCO VIT Real Return Portfolio--Advisor Shares	2006	\$10.000	\$10.084	0
	2007	\$10.084	\$10.905	416
	2008	\$10.905	\$9.905	5,427

ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection Option and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.0

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
PIMCO VIT Total Return Portfolio--Advisor Shares	2006	\$10.000	\$10.265	0
	2007	\$10.265	\$10.908	11,176
	2008	\$10.908	\$11.173	14,260
-----				
Putnam VT The George Putnam Fund of Boston--Class IB	2003	\$10.000	\$11.273	0
	2004	\$11.273	\$11.931	1,133
	2005	\$11.931	\$12.137	0
	2006	\$12.137	\$13.287	0
	2007	\$13.287	\$13.119	0
	2008	\$13.119	\$7.606	0
-----				
Putnam VT Growth and Income Fund--Class IB (2)	2003	\$10.000	\$12.243	14,285
	2004	\$12.243	\$13.306	12,788
	2005	\$13.306	\$13.695	11,515
	2006	\$13.695	\$15.528	10,443
	2007	\$15.528	\$14.269	5,977
	2008	\$14.269	\$8.555	4,752
-----				
Putnam VT International Equity Fund--Class IB	2003	\$10.000	\$12.611	128
	2004	\$12.611	\$14.333	2,233
	2005	\$14.333	\$15.730	1,975
	2006	\$15.730	\$19.651	1,950
	2007	\$19.651	\$20.827	1,940
	2008	\$20.827	\$11.417	1,959
-----				
Putnam VT Investors Fund--Class IB (5)	2003	\$10.000	\$12.109	0
	2004	\$12.109	\$13.342	0
	2005	\$13.342	\$14.199	0
	2006	\$14.199	\$15.825	0
	2007	\$15.825	\$14.676	0
	2008	\$14.676	\$8.678	0
-----				
Putnam VT New Value Fund--Class IB	2005	\$10.000	\$10.881	1,554
	2006	\$10.881	\$12.348	902
	2007	\$12.348	\$11.485	5,080
	2008	\$11.485	\$6.206	6,006
-----				
Putnam VT Voyager Fund--Class IB	2003	\$10.000	\$11.680	2,470
	2004	\$11.680	\$11.999	2,601
	2005	\$11.999	\$12.405	2,052
	2006	\$12.405	\$12.794	2,064
	2007	\$12.794	\$13.203	201
	2008	\$13.203	\$8.131	217



ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection Option and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.0

\* The Allstate Variable Annuity Contracts and all of the Variable Sub-Accounts shown below were first offered under the Contracts with the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual Increase) Option and the Earnings Protection Death Benefit Option on May 1, 2003, except for the AIM V.I. Mid Cap Core Equity--Series II Sub-Account, FTVIP Franklin High Income Securities--Class 2 Sub-Account, FTVIP Franklin Income Securities--Class 2 Sub-Account, FTVIP Mutual Shares Securities--Class 2 Sub-Account, and FTVIP Templeton Foreign Securities--Class 2 Sub-Account, which were first offered under the Contracts on May 1, 2004, and the AllianceBernstein VPS International Value--Class B Sub-Account, the AllianceBernstein VPS Utility Income--Class B Sub-Account, the AllianceBernstein VPS Value--Class B Sub-Account, the Fidelity VIP Contrafund--Service Class 2 Sub-Account, the Fidelity VIP Growth & Income--Service Class 2 Sub-Account, the Fidelity VIP High Income--Service Class 2 Sub-Account, the Fidelity VIP Mid Cap--Service Class 2 Sub-Account, the FTVIP Franklin Flex Cap Growth Securities--Class 2 Sub-Account, the FTVIP Mutual Discovery Securities--Class 2 Sub-Account, the Goldman Sachs VIT Structured Small Cap Equity Sub-Account, the Goldman Sachs VIT Structured U.S. Equity Sub-Account, the Goldman Sachs VIT Growth and Income Sub-Account, the Goldman Sachs VIT Mid Cap Value Sub-Account and the Putnam VT New Value--Class IB Sub-Account which were first offered under the Contracts on April 30, 2005, and the AIM V.I. Core Equity--Series II Sub-Account, the Fidelity VIP Money Market--Service Class 2 Sub-Account, the PIMCO VIT CommodityRealReturn Strategy--Advisor Shares Sub-Account, PIMCO VIT Emerging Markets Bond--Advisor Shares Sub-Account, PIMCO VIT Real Return--Advisor Shares Sub-Account, PIMCO VIT Total Return--Advisor Shares Sub-Account and the UIF International Growth Equity, Class II Sub-Account which were first offered under the Contracts on May 1, 2006. The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 2.00% and an administration expense charge of 0.19%.

- (1) Effective May 1, 2006, the Goldman Sachs VIT Mid Cap Value Sub-Account, Morgan Stanley VIS European Equity--Class Y Sub-Account and Morgan Stanley VIS Limited Duration--Class Y Sub-Account are no longer available for new investments. If you are currently invested in the Variable Sub-Accounts that invest in these Portfolios you may continue your investments. If, prior to May 1, 2006, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.
- (2) Effective May 1, 2005, the AIM V.I. Basic Value--Series II Sub-Account, the AIM V.I. Capital Appreciation--Series II Sub-Account, the AIM V.I. Mid Cap Core Equity--Series II Sub-Account, the AllianceBernstein Growth and Income--Class B Sub-Account, the AllianceBernstein Large Cap Growth--Class B Sub-Account, the FTVIP Franklin High Income Securities--Class 2 Sub-Account, the Morgan Stanley VIS Global Advantage--Class Y Sub-Account, the Morgan Stanley VIS High Yield--Class Y Sub-Account, the Morgan Stanley VIS Income Builder--Class Y Sub-Account, the Morgan Stanley VIS Global Infrastructure--Class Y Sub-Account, the Putnam VT Growth and Income--Class IB Sub-Account and the UIF Emerging Markets Debt, Class II Sub-Account are no longer available for new investments. If you are currently invested in these Variable Sub-Accounts, you may continue your investment. If prior to May 1, 2005, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing or dollar cost averaging, we will continue to effect automatic transactions to these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.
- (3) Morgan Stanley Investment Management Inc., the adviser to the UIF Portfolios, does business in certain instances using the name Van Kampen.
- (4) Effective May 1, 2006, the AIM V.I. Core Equity--Series II Sub-Account is no longer available for new investments. If you are currently invested in the AIM V.I. Core Equity--Series II Sub-Account you may continue your investment. If, prior to May 1, 2005, you enrolled in one of our automatic transaction programs, through the AIM V.I. Premier Equity--Series II Sub-Account (the predecessor of the AIM V.I. Core Equity--Series II Sub-Account), such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into the AIM V.I. Core Equity--Series II Sub-Account in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.
- (5) Effective May 1, 2004, the Putnam VT Investors--Class IB Sub-Account is no longer available for new investments. If you are currently invested in this Variable Sub-Account, you may continue your investment. If prior to May 1, 2004, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing or dollar cost averaging, we will continue to effect automatic transactions to this Variable Sub-Account in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.



ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual Increase) Option and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.4

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Morgan Stanley VIS Aggressive Equity Portfolio--Class Y	2003	\$10.000	\$12.126	975
	2004	\$12.126	\$13.286	2,497
	2005	\$13.286	\$15.884	2,217
	2006	\$15.884	\$16.656	2,744
	2007	\$16.656	\$19.367	2,507
	2008	\$19.367	\$9.621	2,256
-----				
Morgan Stanley VIS Dividend Growth Portfolio--Class Y	2003	\$10.000	\$12.152	9,726
	2004	\$12.152	\$12.809	13,250
	2005	\$12.809	\$13.147	9,282
	2006	\$13.147	\$14.194	8,259
	2007	\$14.194	\$14.363	8,238
	2008	\$14.363	\$8.890	4,299
-----				
Morgan Stanley VIS Capital Opportunities Portfolio--Class Y	2003	\$10.000	\$11.780	8,629
	2004	\$11.780	\$12.721	6,633
	2005	\$12.721	\$14.611	9,698
	2006	\$14.611	\$14.791	11,219
	2007	\$14.791	\$17.177	10,970
	2008	\$17.177	\$8.742	4,936
-----				
Morgan Stanley VIS European Equity Portfolio--Class Y (1)	2003	\$10.000	\$12.579	2,328
	2004	\$12.579	\$13.782	3,942
	2005	\$13.782	\$14.548	3,757
	2006	\$14.548	\$18.407	3,535
	2007	\$18.407	\$20.679	1,743
	2008	\$20.679	\$11.512	1,800
-----				
Morgan Stanley VIS Global Advantage Portfolio--Class Y (2)	2003	\$10.000	\$12.492	1,841
	2004	\$12.492	\$13.663	1,851
	2005	\$13.663	\$14.168	1,841
	2006	\$14.168	\$16.334	1,807
	2007	\$16.334	\$18.563	1,798
	2008	\$18.563	\$10.133	1,782
-----				
Morgan Stanley VIS Global Dividend Growth Portfolio--Class Y	2003	\$10.000	\$12.857	5,126
	2004	\$12.857	\$14.359	15,771
	2005	\$14.359	\$14.851	10,533
	2006	\$14.851	\$17.593	11,598
	2007	\$17.593	\$18.294	11,832
	2008	\$18.294	\$10.498	11,267

ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual Increase) Option and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.4

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Morgan Stanley VIS High Yield Portfolio--Class Y (2)	2003	\$10.000	\$11.232	5,462
	2004	\$11.232	\$11.987	8,598
	2005	\$11.987	\$11.902	7,542
	2006	\$11.902	\$12.639	6,543
	2007	\$12.639	\$12.790	6,326
	2008	\$12.790	\$9.569	4,724
-----				
Morgan Stanley VIS Income Builder Portfolio--Class Y (2)	2003	\$10.000	\$11.563	3,527
	2004	\$11.563	\$12.471	4,145
	2005	\$12.471	\$12.964	4,121
	2006	\$12.964	\$14.392	2,203
	2007	\$14.392	\$14.419	2,185
	2008	\$14.419	\$10.331	540
-----				
Morgan Stanley VIS Income Plus Portfolio--Class Y	2003	\$10.000	\$10.220	13,208
	2004	\$10.220	\$10.460	30,413
	2005	\$10.460	\$10.504	27,233
	2006	\$10.504	\$10.779	29,123
	2007	\$10.779	\$11.100	28,661
	2008	\$11.100	\$9.827	21,062
-----				
Morgan Stanley VIS Limited Duration Portfolio--Class Y (1)	2003	\$10.000	\$9.930	28,903
	2004	\$9.930	\$9.786	45,574
	2005	\$9.786	\$9.677	46,747
	2006	\$9.677	\$9.807	22,019
	2007	\$9.807	\$9.819	21,492
	2008	\$9.819	\$8.109	20,130
-----				
Morgan Stanley VIS Money Market Portfolio--Class Y	2003	\$10.000	\$9.848	34
	2004	\$9.848	\$9.652	3,303
	2005	\$9.652	\$9.641	3,661
	2006	\$9.641	\$9.801	18,115
	2007	\$9.801	\$9.992	5,039
	2008	\$9.992	\$9.946	11,716
-----				
Morgan Stanley VIS S&P 500 Index Portfolio--Class Y	2003	\$10.000	\$12.007	10,343
	2004	\$12.007	\$12.900	11,431
	2005	\$12.900	\$13.124	15,174
	2006	\$13.124	\$14.730	18,338
	2007	\$14.730	\$15.064	15,588
	2008	\$15.064	\$9.205	12,007

ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual Increase) Option and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.4

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Morgan Stanley VIS Strategist Portfolio--Class Y	2003	\$10.000	\$11.928	4,574
	2004	\$11.928	\$12.794	11,396
	2005	\$12.794	\$13.469	10,665
	2006	\$13.469	\$15.056	13,938
	2007	\$15.056	\$15.893	14,434
	2008	\$15.893	\$11.734	14,324
-----				
Morgan Stanley VIS--Global Infrastructure Portfolio--Class Y (2)	2003	\$10.000	\$11.404	4,063
	2004	\$11.404	\$13.362	5,082
	2005	\$13.362	\$14.885	2,882
	2006	\$14.885	\$17.405	87
	2007	\$17.405	\$20.349	87
	2008	\$20.349	\$13.192	87
-----				
UIF Emerging Markets Debt Portfolio, Class II (2,3)	2003	\$10.000	\$11.219	819
	2004	\$11.219	\$12.030	1,348
	2005	\$12.030	\$13.142	1,248
	2006	\$13.142	\$14.186	1,494
	2007	\$14.186	\$14.700	694
	2008	\$14.700	\$12.174	655
-----				
UIF Emerging Markets Equity Portfolio, Class II (3)	2003	\$10.000	\$14.781	0
	2004	\$14.781	\$17.709	6
	2005	\$17.709	\$23.078	1,380
	2006	\$23.078	\$30.838	2,220
	2007	\$30.838	\$42.188	3,775
	2008	\$42.188	\$17.775	2,348
-----				
UIF Capital Growth Portfolio, Class II (3)	2003	\$10.000	\$11.611	6,422
	2004	\$11.611	\$12.151	6,273
	2005	\$12.151	\$13.670	5,131
	2006	\$13.670	\$13.824	5,492
	2007	\$13.824	\$16.381	5,417
	2008	\$16.381	\$8.082	3,843
-----				
UIF Equity and Income Portfolio, Class II (3)	2003	\$10.000	\$11.519	4,613
	2004	\$11.519	\$12.514	6,479
	2005	\$12.514	\$13.090	4,656
	2006	\$13.090	\$14.356	3,982
	2007	\$14.356	\$14.452	3,982
	2008	\$14.452	\$10.884	3,982

ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual Increase) Option and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.4

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
UIF Global Franchise Portfolio, Class II (3)	2003	\$10.000	\$12.143	3,320
	2004	\$12.143	\$13.339	6,166
	2005	\$13.339	\$14.550	7,995
	2006	\$14.550	\$17.223	8,811
	2007	\$17.223	\$18.416	11,096
	2008	\$18.416	\$12.747	8,184
-----				
UIF International Growth Equity Portfolio, Class II (3)	2006	\$10.000	\$10.665	0
	2007	\$10.665	\$11.869	1,317
	2008	\$11.869	\$5.951	1,300
-----				
UIF U.S. Mid Cap Growth Portfolio, Class II (3)	2003	\$10.000	\$13.000	10,978
	2004	\$13.000	\$15.384	11,035
	2005	\$15.384	\$17.579	10,793
	2006	\$17.579	\$18.689	10,759
	2007	\$18.689	\$22.319	11,169
	2008	\$22.319	\$11.562	10,551
-----				
UIF Small Company Growth Portfolio, Class II (3)	2003	\$10.000	\$13.501	1,773
	2004	\$13.501	\$15.644	3,184
	2005	\$15.644	\$17.203	2,113
	2006	\$17.203	\$18.742	4,660
	2007	\$18.742	\$18.795	7,471
	2008	\$18.795	\$10.904	1,684
-----				
UIF U.S. Mid Cap Value Portfolio, Class II (3)	2003	\$10.000	\$13.290	9,060
	2004	\$13.290	\$14.827	15,617
	2005	\$14.827	\$16.199	13,461
	2006	\$16.199	\$19.035	12,152
	2007	\$19.035	\$19.975	11,997
	2008	\$19.975	\$11.397	9,148
-----				
UIF U.S. Real Estate Portfolio, Class II (3)	2003	\$10.000	\$12.672	9,699
	2004	\$12.672	\$16.797	9,204
	2005	\$16.797	\$19.105	8,525
	2006	\$19.105	\$25.622	7,469
	2007	\$25.622	\$20.644	9,257
	2008	\$20.644	\$12.456	6,778
-----				
Van Kampen LIT Mid Cap Growth Portfolio, Class II	2003	\$10.000	\$12.750	4,072
	2004	\$12.750	\$14.270	4,072
	2005	\$14.270	\$15.446	4,218
	2006	\$15.446	\$15.788	4,206
	2007	\$15.788	\$18.083	4,220
	2008	\$18.083	\$9.364	4,072

ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual Increase) Option and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.4

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Van Kampen LIT Comstock Portfolio, Class II	2003	\$10.000	\$12.415	54,058
	2004	\$12.415	\$14.201	67,986
	2005	\$14.201	\$14.403	63,782
	2006	\$14.403	\$16.282	44,758
	2007	\$16.282	\$15.489	44,340
	2008	\$15.489	\$9.686	37,134
-----				
Van Kampen LIT Capital Growth Portfolio, Class II	2003	\$10.000	\$11.749	9,005
	2004	\$11.749	\$12.220	12,541
	2005	\$12.220	\$12.814	12,307
	2006	\$12.814	\$12.811	10,564
	2007	\$12.811	\$14.554	5,242
	2008	\$14.554	\$7.213	1,120
-----				
Van Kampen LIT Growth and Income Portfolio, Class II	2003	\$10.000	\$12.314	10,194
	2004	\$12.314	\$13.689	22,591
	2005	\$13.689	\$14.631	25,043
	2006	\$14.631	\$16.530	23,686
	2007	\$16.530	\$16.506	18,625
	2008	\$16.506	\$10.899	17,211
-----				
AIM V.I. Basic Value Fund--Series II (2)	2003	\$10.000	\$12.808	7,325
	2004	\$12.808	\$13.829	7,540
	2005	\$13.829	\$14.203	7,400
	2006	\$14.203	\$15.627	6,351
	2007	\$15.627	\$15.427	4,004
	2008	\$15.427	\$7.227	2,286
-----				
AIM V.I. Capital Appreciation Fund--Series II (2)	2003	\$10.000	\$12.160	7,325
	2004	\$12.160	\$12.595	3,493
	2005	\$12.595	\$13.322	3,628
	2006	\$13.322	\$13.764	3,264
	2007	\$13.764	\$14.979	3,130
	2008	\$14.979	\$8.371	2,970
-----				
AIM V.I. Mid Cap Core Equity Fund--Series II (4)	2004	\$10.000	\$10.730	0
	2005	\$10.730	\$11.213	0
	2006	\$11.213	\$12.123	0
	2007	\$12.123	\$12.904	0
	2008	\$12.904	\$8.964	0
-----				
AIM V.I. Core Equity Fund--Series II (2)	2006	\$10.000	\$10.709	943
	2007	\$10.709	\$11.252	852
	2008	\$11.252	\$7.637	232

ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual Increase) Option and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.4

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
AllianceBernstein VPS Growth and Income Portfolio--Class B (2)	2003	\$10.000	\$12.204	7,429
	2004	\$12.204	\$13.222	13,342
	2005	\$13.222	\$13.473	17,762
	2006	\$13.473	\$15.354	14,584
	2007	\$15.354	\$15.681	14,359
	2008	\$15.681	\$9.058	9,079
-----				
AllianceBernstein VPS Growth Portfolio--Class B	2003	\$10.000	\$12.369	5,816
	2004	\$12.369	\$13.800	16,835
	2005	\$13.800	\$15.008	10,239
	2006	\$15.008	\$14.439	13,771
	2007	\$14.439	\$15.843	9,151
	2008	\$15.843	\$8.858	7,354
-----				
AllianceBernstein VPS International Value Portfolio--Class B	2005	\$10.000	\$11.797	9,446
	2006	\$11.797	\$15.528	15,798
	2007	\$15.528	\$15.968	19,309
	2008	\$15.968	\$7.266	9,170
-----				
AllianceBernstein VPS Large Cap Growth Portfolio--Class B (2)	2003	\$10.000	\$11.410	3,318
	2004	\$11.410	\$12.042	4,534
	2005	\$12.042	\$13.472	6,063
	2006	\$13.472	\$13.040	6,062
	2007	\$13.040	\$14.429	5,877
	2008	\$14.429	\$8.458	5,876
-----				
AllianceBernstein VPS Small/Mid Cap Value Portfolio--Class B	2003	\$10.000	\$13.521	6,234
	2004	\$13.521	\$15.684	11,695
	2005	\$15.684	\$16.292	12,398
	2006	\$16.292	\$18.125	20,551
	2007	\$18.125	\$17.923	19,903
	2008	\$17.923	\$11.217	11,021
-----				
AllianceBernstein VPS Utility Income Portfolio--Class B	2005	\$10.000	\$10.881	0
	2006	\$10.881	\$13.091	4,381
	2007	\$13.091	\$15.560	5,000
	2008	\$15.560	\$9.586	4,780
-----				
AllianceBernstein VPS Value Portfolio--Class B	2005	\$10.000	\$10.662	1,874
	2006	\$10.662	\$12.571	20,333
	2007	\$12.571	\$11.733	3,520
	2008	\$11.733	\$6.741	2,806



ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual Increase) Option and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.4

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
Fidelity VIP Contrafund Portfolio--Service Class 2	2005	\$10.000	\$11.812	6,639
	2006	\$11.812	\$12.822	18,110
	2007	\$12.822	\$14.649	15,101
	2008	\$14.649	\$8.177	7,743
-----				
Fidelity VIP Growth & Income Portfolio--Service Class 2	2005	\$10.000	\$11.016	2,529
	2006	\$11.016	\$12.111	2,146
	2007	\$12.111	\$13.194	2,099
	2008	\$13.194	\$7.467	1,848
-----				
Fidelity VIP High Income Portfolio--Service Class 2	2005	\$10.000	\$10.405	249
	2006	\$10.405	\$11.254	0
	2007	\$11.254	\$11.240	0
	2008	\$11.240	\$8.196	0
-----				
Fidelity VIP Mid Cap Portfolio--Service Class 2	2005	\$10.000	\$12.029	0
	2006	\$12.029	\$13.172	5,260
	2007	\$13.172	\$14.796	7,956
	2008	\$14.796	\$8.704	2,971
-----				
Fidelity VIP Money Market Portfolio--Service Class 2	2006	\$10.000	\$10.144	0
	2007	\$10.144	\$10.370	5,931
	2008	\$10.370	\$10.381	5,928
-----				
FTVIP Franklin Flex Cap Growth Securities Fund--Class 2	2005	\$10.000	\$11.079	0
	2006	\$11.079	\$11.354	3,810
	2007	\$11.354	\$12.643	3,613
	2008	\$12.643	\$7.966	3,613
-----				
FTVIP Franklin High Income Securities Fund--Class 2 (2)	2004	\$10.000	\$10.623	0
	2005	\$10.623	\$10.691	0
	2006	\$10.691	\$11.390	0
	2007	\$11.390	\$11.395	0
	2008	\$11.395	\$8.505	0
-----				
FTVIP Franklin Income Securities Fund--Class 2	2004	\$10.000	\$11.164	0
	2005	\$11.164	\$11.050	20,756
	2006	\$11.050	\$12.728	13,478
	2007	\$12.728	\$12.862	10,456
	2008	\$12.862	\$8.813	4,438
-----				
FTVIP Mutual Discovery Securities Fund--Class 2	2005	\$10.000	\$11.304	0
	2006	\$11.304	\$13.551	0
	2007	\$13.551	\$14.762	0
	2008	\$14.762	\$10.288	0

ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual Increase) Option and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.4

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
FTVIP Mutual Shares Securities Fund--Class 2	2004	\$10.000	\$10.877	1,636
	2005	\$10.877	\$11.715	7,047
	2006	\$11.715	\$13.510	6,203
	2007	\$13.510	\$13.616	17,832
	2008	\$13.616	\$8.341	9,681
-----				
FTVIP Templeton Foreign Securities Fund--Class 2	2004	\$10.000	\$11.441	410
	2005	\$11.441	\$12.279	2,533
	2006	\$12.279	\$14.527	2,484
	2007	\$14.527	\$16.336	2,216
	2008	\$16.336	\$9.487	2,125
-----				
Goldman Sachs VIT Structured Small Cap Equity Fund	2005	\$10.000	\$11.267	5,369
	2006	\$11.267	\$12.323	215
	2007	\$12.323	\$9.995	391
	2008	\$9.995	\$6.441	160
-----				
Goldman Sachs VIT Structured U.S. Equity Fund	2005	\$10.000	\$11.195	6,796
	2006	\$11.195	\$12.312	227
	2007	\$12.312	\$11.710	242
	2008	\$11.710	\$7.239	162
-----				
Goldman Sachs VIT Growth and Income Fund	2005	\$10.000	\$10.453	2,234
	2006	\$10.453	\$12.487	2,533
	2007	\$12.487	\$12.193	2,505
	2008	\$12.193	\$7.873	2,277
-----				
Goldman Sachs VIT Mid Cap Value Fund (1)	2005	\$10.000	\$11.300	1,182
	2006	\$11.300	\$12.788	1,177
	2007	\$12.788	\$12.785	1,172
	2008	\$12.785	\$7.881	1,166
-----				
PIMCO VIT CommodityRealReturn TM Strategy Portfolio--Advisor Shares	2006	\$10.000	\$9.432	0
	2007	\$9.432	\$11.313	0
	2008	\$11.313	\$6.187	0
-----				
PIMCO VIT Emerging Markets Bond Portfolio--Advisor Shares	2006	\$10.000	\$10.637	0
	2007	\$10.637	\$10.954	0
	2008	\$10.954	\$9.105	0
-----				
PIMCO VIT Real Return Portfolio--Advisor Shares	2006	\$10.000	\$10.056	0
	2007	\$10.056	\$10.830	0
	2008	\$10.830	\$9.797	0

ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual Increase) Option and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.4

Sub Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Units Outstanding at End of Period
-----				
PIMCO VIT Total Return Portfolio--Advisor Shares	2006	\$10.000	\$10.237	0
	2007	\$10.237	\$10.834	0
	2008	\$10.834	\$11.051	0
-----				
Putnam VT The George Putnam Fund of Boston--Class IB	2003	\$10.000	\$11.242	2,556
	2004	\$11.242	\$11.850	2,552
	2005	\$11.850	\$12.005	2,548
	2006	\$12.005	\$13.089	2,544
	2007	\$13.089	\$12.870	2,539
	2008	\$12.870	\$7.431	737
-----				
Putnam VT Growth and Income Fund--Class IB (2)	2003	\$10.000	\$12.210	0
	2004	\$12.210	\$13.215	0
	2005	\$13.215	\$13.547	0
	2006	\$13.547	\$15.297	0
	2007	\$15.297	\$13.999	0
	2008	\$13.999	\$8.359	0
-----				
Putnam VT International Equity Fund--Class IB	2003	\$10.000	\$12.577	6,690
	2004	\$12.577	\$14.235	10,996
	2005	\$14.235	\$15.559	10,092
	2006	\$15.559	\$19.359	10,327
	2007	\$19.359	\$20.432	9,971
	2008	\$20.432	\$11.155	8,305
-----				
Putnam VT Investors Fund--Class IB (5)	2003	\$10.000	\$12.076	0
	2004	\$12.076	\$13.251	0
	2005	\$13.251	\$14.045	0
	2006	\$14.045	\$15.589	0
	2007	\$15.589	\$14.399	0
	2008	\$14.399	\$8.478	0
-----				
Putnam VT New Value Fund--Class IB	2005	\$10.000	\$10.851	528
	2006	\$10.851	\$12.264	130
	2007	\$12.264	\$11.360	142
	2008	\$11.360	\$6.113	110
-----				
Putnam VT Voyager Fund--Class IB	2003	\$10.000	\$11.648	1,000
	2004	\$11.648	\$11.917	1,219
	2005	\$11.917	\$12.271	1,737
	2006	\$12.271	\$12.603	1,733
	2007	\$12.603	\$12.953	1,776
	2008	\$12.953	\$7.945	0

ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT\*

With the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual Increase) Option and the Earnings Protection Death Benefit Option (age 71-79)

Mortality & Expense = 2.4

\* The Allstate Variable Annuity-L Share Contracts and all of the Variable Sub-Accounts shown below were first offered under the Contracts with the MAV Death Benefit Option, the Enhanced Beneficiary Protection (Annual Increase) Option and the Earnings Protection Death Benefit Option on May 1, 2003, except for the AIM V.I. Mid Cap Core Equity--Series II Sub-Account, FTVIP Franklin High Income Securities--Class 2 Sub-Account, FTVIP Franklin Income Securities--Class 2 Sub-Account, FTVIP Mutual Shares Securities--Class 2 Sub-Account, and FTVIP Templeton Foreign Securities--Class 2 Sub-Account, which were first offered under the Contracts on May 1, 2004, and the AllianceBernstein VPS International Value--Class B Sub-Account, the AllianceBernstein VPS Utility Income--Class B Sub-Account, the AllianceBernstein VPS Value--Class B Sub-Account, the Fidelity VIP Contrafund--Service Class 2 Sub-Account, the Fidelity VIP Growth & Income--Service Class 2 Sub-Account, the Fidelity VIP High Income--Service Class 2 Sub-Account, the Fidelity VIP Mid Cap--Service Class 2 Sub-Account, the FTVIP Franklin Flex Cap Growth Securities--Class 2 Sub-Account, the FTVIP Mutual Discovery Securities--Class 2 Sub-Account, the Goldman Sachs VIT Structured Small Cap Equity Sub-Account, the Goldman Sachs VIT Structured U.S. Equity Sub-Account, the Goldman Sachs VIT Growth and Income Sub-Account, the Goldman Sachs VIT Mid Cap Value Sub-Account and the Putnam VT New Value--Class IB Sub-Account which were first offered under the Contracts on April 30, 2005, and the AIM V.I. Core Equity--Series II Sub-Account, the Fidelity VIP Money Market--Service Class 2 Sub-Account, the PIMCO VIT CommodityRealReturn Strategy--Advisor Shares Sub-Account, PIMCO VIT Emerging Markets Bond--Advisor Shares Sub-Account, PIMCO VIT Real Return--Advisor Shares Sub-Account, PIMCO VIT Total Return--Advisor Shares Sub-Account and the UIF International Growth Equity, Class II Sub-Account which were first offered under the Contracts on May 1, 2006. The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 2.40% and an administration expense charge of 0.19%.

(1) Effective May 1, 2006, the Goldman Sachs VIT Mid Cap Value Fund, Morgan Stanley VIS European Equity Portfolio--Class Y and Morgan Stanley VIS Limited Duration Portfolio--Class Y are no longer available for new investments. If you are currently invested in the Variable Sub-Accounts that invest in these Portfolios you may continue your investments. If, prior to May 1, 2006, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(2) Effective May 1, 2005, the AIM V.I. Basic Value--Series II Sub-Account, the AIM V.I. Capital Appreciation--Series II Sub-Account, the AIM V.I. Mid Cap Core Equity--Series II Sub-Account, the AllianceBernstein VPS Growth and Income--Class B Sub-Account, the AllianceBernstein VPS Large Cap Growth--Class B Sub-Account, the FTVIP Franklin High Income Securities--Class 2 Sub-Account, the Morgan Stanley VIS Global Advantage--Class Y Sub-Account, the Morgan Stanley VIS High Yield--Class Y Sub-Account, the Morgan Stanley VIS Income Builder--Class Y Sub-Account, the Morgan Stanley VIS Global Infrastructure--Class Y Sub-Account, the Putnam VT Growth and Income--Class IB Sub-Account and the UIF Emerging Markets Debt, Class II Sub-Account are no longer available for new investments. If you are currently invested in these Variable Sub-Accounts, you may continue your investment. If prior to May 1, 2005, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing or dollar cost averaging, we will continue to effect automatic transactions into these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(3) Morgan Stanley Investment Management Inc., the adviser to the UIF Portfolios, does business in certain instances using the name Van Kampen.

(4) Effective May 1, 2006, AIM V.I. Core Equity--Series II Sub-Account is no longer available for new investments. If you are currently invested in the AIM V.I. Core Equity--Series II Sub-Account you may continue your investment. If, prior to May 1, 2006, you enrolled in one of our automatic transaction programs through the AIM V.I. Premier Equity--Series II Sub-Account (the predecessor of the AIM V.I. Core Equity--Series II Sub-Account), such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into the AIM V.I. Core Equity--Series II Sub-Account in accordance with that program, unless you instruct us otherwise. Outside of these automatic transaction programs, additional allocations will not be allowed.

(5) Effective May 1, 2004, the Putnam VT Investors--Class IB Sub-Account is no longer available for new investments. If you are currently invested in this Variable Sub-Account, you may continue your investment. If prior to May 1, 2004, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing or dollar cost averaging, we will continue to effect automatic transactions to the Variable Sub-Account in accordance with that program. Outside of these automatic transaction

programs, additional allocations will not be allowed.

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