
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-3
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

ALLSTATE LIFE INSURANCE COMPANY
(Exact Name of Registrant)

ILLINOIS
(State or Other Jurisdiction of Incorporation or Organization)

36-2554642
(I.R.S. Employer Identification Number)

C/O ALLSTATE LIFE INSURANCE COMPANY
3075 SANDERS ROAD
NORTHBROOK, ILLINOIS 60062
(847) 402-5000

(Address, including zip code, and telephone number, including area code, of principal executive offices)

C T CORPORATION
208 South LaSalle Street
Suite 814
Chicago, IL 60604
(312) 345-4320

(Name, address, including zip code and telephone number, including area code, of agent for service)

COPIES TO:

JAN FISCHER-WADE, ESQ.
ALLSTATE LIFE INSURANCE COMPANY
2940 S. 84 th Street
Lincoln, NE 68506-4142

Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this registration statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box:

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box:

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box.

Indicate by checkmark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer

Non-accelerated filer (Do not check if a smaller reporting company) Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered	Proposed maximum offering price per unit(1)	Proposed maximum aggregate offering price	Amount of registration fee
Market Value Adjusted Annuity Contracts	\$2,056,748	\$1.00	\$0	\$0

(1) Interests in the market value adjustment account are sold on a dollar basis, not on the basis of a price per share or unit.

This filing is being made under the Securities Act of 1933 to register \$2,056,748 of interests in market value adjusted annuity contracts. The interests being registered herein are carried over, as unsold securities, from an existing Form S-3 registration statement of the same issuer (333-199266) filed on October 10, 2014. Because a filing fee of \$265 previously was paid with respect to those securities, there is no filing fee under this registration statement. In accordance with Rule 415 (a)(6), the offering of securities on the earlier registration statement will be deemed terminated as of the effective date of this registration statement.

This Registration Statement contains a combined prospectus under Rule 429 under the Securities Act of 1933 which relates to the Form S-3 registration statement (File No. 333-199266), initially filed October 10, 2014, by Allstate Life Insurance Company. Upon effectiveness, this Registration Statement, which is a new Registration Statement, will also act as a post-effective amendment to such earlier Registration Statement.

Allstate Life Insurance Company incorporates by reference its annual report for the year ending 12/31/16 on Form 10-K filed pursuant to Section 13(a) or Section 15(d) of Exchange Act and all documents subsequently filed by Allstate Life Insurance Company pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act.

Risk Factors are discussed in the sections of the prospectus included in Part 1 of this Form concerning the Market Value Adjustment option.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of the prospectus included in this registration statement. Any representation to the contrary is a criminal offense.

The principal underwriter for these securities, Allstate Distributors, L.L.C., is not required to sell any specific number or dollar amount of securities, but will use its best efforts to sell the securities offered. The offering under this registration statement will conclude three years from the effective date of this registration statement, unless terminated earlier by the Registrant. See the prospectus included in Part 1 hereof for the date of the prospectus.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Commission may determine.

**Supplement dated April 7, 2017, to the
Prospectus for your Variable Annuity
Issued by**

ALLSTATE LIFE INSURANCE COMPANY
ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK

This supplement amends certain disclosure contained in the prospectus for your Variable Annuity contract issued by Allstate Life Insurance Company or Allstate Life Insurance Company of New York.

Portfolio Closure

Effective at the close of business May 10, 2017 (the Closure Date), the following variable sub-account available in your Variable Annuity will be closed for new purchase payment allocations to all Contract owners:

Putnam VT Growth and Income Fund – Class IB

As of the Closure Date, no additional purchase payments (including any type of systematic payment or rebalancing) into the sub-account will be accepted from Contract owners, including those Contract owners who have contract value invested in the sub-account as of the Closure Date.

Portfolio Merger

The following Target Fund will be merged into the Acquiring Fund as noted below, effective on or about May 15, 2017 (□Merger Date□). All references to the Target Fund in your Annuity prospectus should be disregarded.

Target Fund	Acquiring Fund
Putnam VT Growth and Income Fund – Class IB	Putnam VT Equity Income Fund – Class IB

On the Merger Date, the Target Fund will no longer be available under your annuity contract, and any Contract Value allocated to the Target Fund will be transferred, as of the Merger Date, to the Acquiring Fund.

Please note that you have the ability to transfer out of the Target Fund any time prior to the Merger Date. Such transfers will be free of charge and will not count as one of your annual free transfers under your annuity contract. Also, for a period of 60 days after the Merger Date, any Contract Value that was transferred to the Acquiring Fund as the result of the merger can be transferred free of charge and will not count as one of your annual free transfers. It is important to note that any Fund into which you make your transfer will be subject to the transfer limitations described in your prospectus. Please refer to your prospectus for detailed information about investment options.

After the Merger Date, the Target Fund will no longer exist and, unless you instruct us otherwise, any outstanding instruction you have on file with us that designates the Target Fund will be deemed instruction for the Acquiring Fund. This includes, but is not limited to, systematic withdrawals and Dollar Cost Averaging.

You may wish to consult with your financial professional to determine if your existing allocation instructions should be changed before or after the Merger Date.

If you have any questions, please contact your financial professional or our Variable Annuities Service Center at (800) 457-7617. Our representatives are available to assist you Monday through Friday between 7:30 a.m. and 5:00 p.m. Central time.

Please keep this supplement together with your prospectus for future reference. No other action is required of you.

**Supplement dated November 7, 2016, to the
Prospectus for your Variable Annuity
Issued by**

ALLSTATE LIFE INSURANCE COMPANY
ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK

This supplement amends certain disclosure contained in the prospectus for your Variable Annuity contract issued by Allstate Life Insurance Company or Allstate Life Insurance Company of New York.

Effective December 23, 2016 (the Closure Date), the following variable sub-accounts available in your Variable Annuity will be closed to all contract owners *except* those contract owners who have contract value invested in the variable sub-accounts as of the Closure Date:

Invesco V.I. Core Equity Fund – Series I
Invesco V.I. Core Equity Fund – Series II

Contract owners who have contract value invested in these variable sub-accounts as of the Closure Date may continue to submit additional investments into the variable sub-accounts thereafter, although they will not be permitted to invest in the variable sub-accounts if they withdraw or otherwise transfer their entire contract value from the variable sub-accounts following the Closure Date. Contract owners who do not have contract value invested in the variable sub-accounts as of the Closure Date will not be permitted to invest in these variable sub-accounts thereafter.

Dollar cost averaging, category models and/or auto-rebalancing programs, if elected by a Contract owner prior to the Closure Date, will not be affected by the closure unless a contract owner withdraws or otherwise transfers his entire Account Value from the sub-accounts.

If you have any questions, please contact your financial professional or our Variable Annuities Service Center at (800) 457-7617. Our representatives are available to assist you Monday through Friday between 7:30 a.m. and 5:00 p.m. Central time.

Please keep this supplement together with your prospectus for future reference. No other action is required of you.

ALLSTATESUP5

**Supplement dated January 20, 2016, to the
Prospectus for your Variable Annuity
Issued By**

ALLSTATE LIFE INSURANCE COMPANY
ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK

This supplement amends certain disclosure contained in the prospectus for your Variable Annuity contract issued by Allstate Life Insurance Company or Allstate Life Insurance Company of New York.

Effective February 23, 2016 (the Closure Date), the following variable sub-accounts available in your Variable Annuity will be closed to all contract owners *except* those contract owners who have contract value invested in the variable sub-accounts as of the Closure Date:

UIF U.S. Real Estate Portfolio, Class I
UIF U.S. Real Estate Portfolio, Class II

Contract owners who have contract value invested in these variable sub-accounts as of the Closure Date may continue to submit additional investments into the variable sub-accounts thereafter, although they will not be permitted to invest in the variable sub-accounts if they withdraw or otherwise transfer their entire contract value from the variable sub-accounts following the Closure Date. Contract owners who do not have contract value invested in the variable sub-accounts as of the Closure Date will not be permitted to invest in the variable sub-accounts thereafter.

Dollar cost averaging, category models and/or auto-rebalancing programs, if elected by a Contract owner prior to the Closure Date, will not be affected by the closure unless a contract owner withdraws or otherwise transfers his entire Account Value from the sub-accounts.

If you have any questions, please contact your financial representative or our Variable Annuities Service Center at (800) 457-7617. Our representatives are available to assist you Monday through Friday between 7:30 a.m. and 5:00 p.m. Central time.

Please keep this supplement together with your prospectus for future reference. No other action is required of you.

**Supplement dated January 3, 2014, to the
Prospectus for your Variable Annuity
Issued by**

ALLSTATE LIFE INSURANCE COMPANY
ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK

This supplement amends certain disclosure contained in the prospectus for your Variable Annuity contract issued by Allstate Life Insurance Company or Allstate Life Insurance Company of New York, as applicable.

Effective as of January 31, 2014 (the Closure Date), the following variable sub-accounts available in your Variable Annuity will be closed to all contract owners *except* those contract owners who have contract value invested in the variable sub-accounts as of the Closure Date:

Oppenheimer Capital Appreciation Fund/VA - Class 2
Oppenheimer Capital Appreciation Fund/VA - Class A

Contract owners who have contract value invested in these variable sub-accounts as of the Closure Date may continue to submit additional investments into the variable sub-accounts thereafter, although they will not be permitted to invest in the variable sub-accounts if they withdraw or otherwise transfer their entire contract value from the variable sub-accounts following the Closure Date. Contract owners who do not have contract value invested in the variable sub-accounts as of the Closure Date will not be permitted to invest in these variable sub-accounts thereafter.

If you have any questions, please contact your financial representative or our Variable Annuities Service Center at (800) 457-7617. Our representatives are available to assist you Monday through Friday between 7:30 a.m. and 5:00 p.m. Central time.

Dollar cost averaging and/or auto-rebalancing, if elected by a contract owner prior to the Closure Date, will not be affected by the closure.

Please keep this supplement for future reference together with your prospectus. No other action is required of you.

**Supplement dated September 30, 2013, to the
Prospectus for your Variable Annuity
Issued by**

ALLSTATE LIFE INSURANCE COMPANY
ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK

This supplement amends certain disclosure contained in the prospectus for your Variable Annuity contract issued by Allstate Life Insurance Company or Allstate Life Insurance Company of New York, as applicable.

Effective as of October 18, 2013 (the Closure Date), the following variable sub-accounts available in your Variable Annuity will be closed to all contract owners *except* those contract owners who have contract value invested in the variable sub-accounts as of the Closure Date:

Invesco V.I. Global Core Equity - Series I
Invesco V.I. Global Core Equity - Series II

Contract owners who have contract value invested in these variable sub-accounts as of the Closure Date may continue to submit additional investments into the variable sub-accounts thereafter, although they will not be permitted to invest in the variable sub-accounts if they withdraw or otherwise transfer their entire contract value from the variable sub-accounts following the Closure Date. Contract owners who do not have contract value invested in the variable sub-accounts as of the Closure Date will not be permitted to invest in these variable sub-accounts thereafter.

If you have any questions, please contact your financial representative or our Variable Annuities Service Center at (800) 457-7617. Our representatives are available to assist you Monday through Friday between 7:30 a.m. and 5:00 p.m. Central time.

Dollar cost averaging and/or auto-rebalancing, if elected by a contract owner prior to the Closure Date, will not be affected by the closure.

Please keep this supplement for future reference together with your prospectus. No other action is required of you.

ALLSTATE LIFE INSURANCE COMPANY
ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK
LINCOLN BENEFIT LIFE COMPANY

**Supplement, dated October 18, 2010, to the
following Prospectuses, as supplemented:**

**Allstate Provider, dated May 1, 2002
Premier Planner, dated May 1, 2004**

This supplement amends the above-referenced prospectuses for certain Variable Annuity contracts issued by Allstate Life Insurance Company or Allstate Life Insurance Company of New York or Lincoln Benefit Life Company, as applicable.

Effective as of November 19, 2010 (the Closure Date), the following variable sub-account available in the Allstate Provider and Premier Planner Variable Annuities will be closed to all contract owners *except* those contract owners who have contract value invested in the variable sub-account as of the Closure Date:

Goldman Sachs VIT Strategic International Equity Fund

Contract owners who have contract value invested in this variable sub-account as of the Closure Date may continue to submit additional investments into the variable sub-account thereafter, although they will not be permitted to invest in the variable sub-account if they withdraw or otherwise transfer their entire contract value from the variable sub-account following the Closure Date. Contract owners who do not have contract value invested in the variable sub-account as of the Closure Date will not be permitted to invest in this variable sub-account thereafter.

Dollar cost averaging and/or auto-rebalancing, if elected by a contract owner, will not be affected by the closure.

If you have any questions, please contact your financial representative or our Variable Annuity Service Center at (800) 457-7617. Our representatives are available to assist you from 7:30 a.m. to 5 p.m. Central time.

Please read the prospectus supplement carefully and then file it with your important papers. No other action is required of you.

**Supplement, dated October 18, 2010,
to the Prospectus for your Variable Annuity
Issued by**

ALLSTATE LIFE INSURANCE COMPANY
ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK
LINCOLN BENEFIT LIFE COMPANY

This supplement amends the prospectus for your Variable Annuity contract issued by Allstate Life Insurance Company or Allstate Life Insurance Company of New York or Lincoln Benefit Life Company, as applicable.

Effective as of November 19, 2010 (the Closure Date), the following variable sub-accounts available in the above-referenced Variable Annuities will be closed to all contract owners *except* those contract owners who have contract value invested in the variable sub-accounts as of the Closure Date:

Invesco V.I. Capital Appreciation Fund - Series I
Invesco V.I. Capital Appreciation Fund - Series II

Contract owners who have contract value invested in these variable sub-accounts as of the Closure Date may continue to submit additional investments into the variable sub-accounts thereafter, although they will not be permitted to invest in the variable sub-accounts if they withdraw or otherwise transfer their entire contract value from the variable sub-accounts following the Closure Date. Contract owners who do not have contract value invested in the variable sub-accounts as of the Closure Date will not be permitted to invest in these variable sub-accounts thereafter.

Dollar cost averaging and/or auto-rebalancing, if elected by a contract owner, will not be affected by the closure.

If you have any questions, please contact your financial representative or our Variable Annuity Service Center at (800) 457-7617. Our representatives are available to assist you from 7:30 a.m. to 5 p.m. Central time.

Please read the prospectus supplement carefully and then file it with your important papers. No other action is required of you.

ALLSTATE LIFE INSURANCE COMPANY
ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK

Supplement Dated July 23, 2010
To the following Prospectuses, as supplemented

Allstate Provider Prospectus, dated May 1, 2002
Allstate Provider Prospectus, dated May 1, 2004
Custom Portfolio Prospectus, dated April 30, 2005
STI Classic Prospectus, dated May 1, 2003
Select Directions Prospectus, dated May 1, 2003
Select Directions Prospectus, dated April 30, 2005

This supplement amends certain disclosure contained in the above-referenced prospectuses for certain variable annuity contracts issued by Allstate Life Insurance Company or Allstate Life Insurance Company of New York, as applicable.

Effective as of August 30, 2010 (the Closure Date), the following variable sub-accounts available, as applicable, in the above-referenced Variable Annuities will be closed to all contract owners *except* those contract owners who have contract value invested in either of these variable sub-accounts as of the Closure Date:

Oppenheimer High Income Fund/VA (Initial Class)
Oppenheimer Small- & Mid-Cap Growth Fund/VA (Initial Class)*

Contract owners who have contract value invested in either of these variable sub-accounts as of the Closure Date may continue to submit additional investments into the respective variable sub-account thereafter, although they will not be permitted to invest in the respective variable sub-account if they withdraw or otherwise transfer their entire contract value from the respective variable sub-account following the Closure Date. Contract owners who do not have contract value invested in the respective variable sub-account as of the Closure Date will not be permitted to invest in these variable sub-accounts thereafter.

Dollar cost averaging and/or auto-rebalancing, if elected by a contract owner, will not be affected by the closures.

If you have any questions, please contact your financial representative or our Annuities Service Center at (800) 457-7617. Our representatives are available to assist you from 7:30 a.m. to 5 p.m. Central time.

Please read the prospectus supplement carefully and then file it with your important papers. No other action is required of you

* Note: Oppenheimer Small- & Mid-Cap Growth Fund/VA was formerly known as Oppenheimer MidCap Fund/VA.

Supplement Dated December 31, 2009
To the Prospectus for Your Variable Annuity
Issued By
Allstate Life Insurance Company
Allstate Life Insurance Company of New York
Lincoln Benefit Life Company

This supplement amends the prospectus for your variable annuity contract issued by Allstate Life Insurance Company, Allstate Life Insurance Company of New York, or Lincoln Benefit Life Company.

The following provision is added to your prospectus:

WRITTEN REQUESTS AND FORMS IN GOOD ORDER. Written requests must include sufficient information and/or documentation, and be sufficiently clear, to enable us to complete your request without the need to exercise discretion on our part to carry it out. You may contact our Customer Service Center to learn what information we require for your particular request to be in “good order.” Additionally, we may require that you submit your request on our form. We reserve the right to determine whether any particular request is in good order, and to change or waive any good order requirements at any time.

If you have any questions, please contact your financial representative or call our Customer Service Center at 1-800-457-7617. If you own a Putnam contract, please call 1-800-390-1277.

For future reference, please keep this supplement together with your prospectus.

Allstate Life Insurance Company

Allstate Provider

Supplement, dated February 13, 2009

This supplement amends certain disclosure contained in the prospectus for certain annuity contracts issued by Allstate Life Insurance Company.

Under the "More Information" section, the subsection entitled "Legal Matters" is deleted and replaced with the following:

LEGAL MATTERS

Certain matters of state law pertaining to the Contracts, including the validity of the Contracts and Allstate Life's right to issue such Contracts under applicable state insurance law, have been passed upon by Susan L. Lees, General Counsel of Allstate Life.

The "Annual Reports and Other Documents" section is deleted and replaced with the following:

ANNUAL REPORTS AND OTHER DOCUMENTS

Allstate Life Insurance Company ("Allstate Life") incorporates by reference into the prospectus its latest annual report on Form 10-K filed pursuant to Section 13(a) or Section 15(d) of the Exchange Act and all other reports filed with the SEC under the Exchange Act since the end of the fiscal year covered by its latest annual report, including filings made on Form 10-Q and Form 8-K. In addition, all documents subsequently filed by Allstate Life pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act also are incorporated into the prospectus by reference. Allstate Life will provide to each person, including any beneficial owner, to whom a prospectus is delivered, a copy of any or all of the information that has been incorporated by reference into the prospectus but not delivered with the prospectus. Such information will be provided upon written or oral request at no cost to the requester by writing to Allstate Life, P.O. Box 758566, Topeka, KS 66675-8566 or by calling 1-800- 457-7617. Allstate Life files periodic reports as required under the Securities Exchange Act of 1934. The public may read and copy any materials that Allstate Life files with the SEC at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. The public may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC maintains an Internet site that contains reports, proxy, and information statements, and other information regarding issuers that file electronically with the SEC (see <http://www.sec.gov>).

Allstate Life Insurance Company

Allstate Financial Advisors Separate Account I

Supplement, dated February 26, 2007 to

The Allstate(R) Provider Variable Annuity Prospectus

dated May 1, 2002

This supplement amends certain disclosure contained in the above-referenced prospectus for certain variable annuity contracts (“Contracts”) issued by Allstate Life Insurance Company.

We have received notice that the Board of Trustees (“Board”) of the STI Classic Variable Trust has approved the liquidation, on or about May 1, 2007, of the following Fund portfolios:

STI Classic International Equity Fund Portfolio

STI Classic Investment Bond Fund Portfolio

(collectively the “STI Classic Portfolios”)

Due to the liquidation of the STI Classic Portfolios, we will no longer accept new premiums for investment in, nor will we permit transfers to, the STI Classic International Equity Fund Sub-Account or the STI Classic Investment Grade Bond Fund Sub-Account (“STI Classic Sub-Accounts”) on or after April 27, 2007.

As the STI Classic Sub-Accounts will no longer be offered as an investment alternative, you may wish to transfer, prior to April 27, 2007 some or all of your Contract Value in the STI Classic Sub-Accounts to the other investment alternatives currently offered by your Contract. These transfers are not subject to a transfer fee. Any value remaining in the STI Classic Sub-Accounts will be transferred automatically, as of April 27, 2007, to the Federated Prime Money Fund II Sub-Account, an investment alternative already available under your Contract.

If you currently allocate Contract Value to the STI Classic Sub-Accounts through automatic additions, automatic portfolio rebalancing, dollar cost averaging or systematic withdrawal programs, your allocations in these programs will also need to be changed. If you do not change these allocations to other investment alternatives currently available under your Contract, any allocations to the STI Classic Sub-Accounts will be automatically allocated, as of April 27, 2007, to the Federated Prime Money Fund II Sub-Account.

We will send you a confirmation that shows the amount that is transferred to the Federated Prime Money Fund II Sub-Account or to the investment alternative that you chose and the date of the transaction. For additional information on how to transfer to another investment alternative, or how to make a change to your current allocation(s), please contact your financial representative or call our Customer Service Center at 1-800-203-0068.

If your Contract Value in the STI Classic Sub-Accounts is transferred automatically to the Federated Prime Money Fund II Sub-Account, for 60 days following the automatic transfer, you may transfer your Contract Value in the Federated Prime Money Fund II Sub-Account to any other investment alternative(s) available under your Contract. Such transfer is not subject to a transfer fee.

Attached, as Appendix A is a list of the Portfolios and Fixed Account Investment Alternatives currently available under your Contract.

Please keep this supplement for future reference together with your prospectus.

Appendix A

The Allstate(R) Provider Variable Annuity contracts offer a variety of Investment Alternatives that encompass investment choices ranging from aggressive to conservative. Below is a listing of the Portfolios and Fixed Account Investment Alternatives currently available. Also included is the investment objective for each Portfolio.

For more complete information about each Portfolio, including expenses and risks associated with the Portfolio, please refer to the relevant prospectus for the Portfolio.

Portfolios

Portfolio	Investment Objective
AIM V.I. Basic Balanced Fund - Series I	Seeks long-term growth of capital.
AIM V.I. Capital Appreciation Fund - Series I	Seeks growth of capital.
AIM V.I. Core Equity Fund - Series I	Seeks growth of capital.
AIM V.I. High Yield Fund - Series I	Seeks high level of current income.
Federated Prime Money Fund II	Seeks current income consistent with stability of principal and liquidity.
Fidelity VIP Contrafund (R) Portfolio - Initial Class	Seeks long-term capital appreciation.
Fidelity VIP Equity-Income Portfolio - Initial Class	Seeks reasonable income by investing primarily in income-producing equity securities. In choosing these securities, the fund will also consider the potential for capital appreciation. The fund's goal is to achieve a yield which exceeds the composite yield on the securities comprising the S&P 500.
Fidelity VIP Growth Portfolio - Initial Class	Seeks to achieve capital appreciation.
Fidelity VIP High Income Portfolio - Initial Class	Seeks high level of current income, while also considering growth of capital.
Fidelity VIP Index 500 Portfolio - Initial Class	Seeks 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 Overseas Portfolio - Initial Class	Seeks long-term growth of capital.
FTVIP Templeton Global Income Securities Fund - Class 2	Seeks high current income, consistent with preservation of capital, with capital appreciation as a secondary consideration.
FTVIP Templeton Growth Securities Fund - Class 2	Seeks long-term capital growth.
MFS Emerging Growth Series - Initial Class	Seeks long-term growth of capital.
MFS Investors Trust Series - Initial Class	Seeks to provide long-term growth of capital and secondarily to provide reasonable current income.
MFS New Discovery Series - Initial Class	Seeks capital appreciation.
MFS Research Series - Initial Class	Seeks long-term growth of capital and future income.
MFS Utilities Series - Initial Class	Seeks capital growth and current income.
Oppenheimer MidCap Fund/VA	Seeks capital appreciation by investing in "growth type" companies.

Oppenheimer Balanced Fund/VA	Seeks a high total investment return, which includes current income and capital appreciation in the value of its shares.
Oppenheimer Capital Appreciation Fund/VA	Seeks capital appreciation by investing in securities of well-known, established companies.
Oppenheimer Global Securities Fund/VA	Seeks 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 Main Street Fund (R) /VA	Seeks high total return (which includes growth in the value of its shares as well as current income) from equity and debt securities.
Oppenheimer Strategic Bond Fund/VA	Seeks a high level of current income principally derived from interest on debt securities.
Putnam VT Discovery Growth Fund - Class IB	Seeks long-term growth of capital.
Putnam VT Diversified Income Fund - Class IB	Seeks as high a level of current income as Putnam Management believes is consistent with preservation of capital.
Putnam VT Growth and Income Fund - Class IB	Seeks capital growth and current income.
Putnam VT Growth Opportunities Fund - Class IB	Seeks capital appreciation.
Putnam VT Health Sciences Fund - Class IB	Seeks capital appreciation.
Putnam VT New Value Fund - Class IB	Seeks long-term capital appreciation.
STI Classic Capital Appreciation Fund	Seeks capital appreciation.
STI Classic Large Cap Relative Value Fund	Seeks long-term capital appreciation with the secondary goal of current income.
STI Classic Mid-Cap Equity Fund	Seeks capital appreciation.
STI Classic Small Cap Value Equity Fund	Seeks capital appreciation with the secondary goal of current income.
STI Classic Large Cap Value Equity Fund	Seeks capital appreciation with the secondary goal of current income.

Fixed Account Options*

Dollar Cost Averaging Fixed Account Option

Market Value Adjusted Fixed Account Option

* Some fixed account options are not available in all states.

Allstate Life Insurance Company

Allstate Financial Advisors Separate Account I

Supplement, dated February 26, 2007,

to

The Allstate(R) Provider Variable Annuity Prospectus

dated May 1, 2002

This supplement amends certain disclosure contained in the above-referenced prospectus for certain variable annuity contracts ("Contracts") issued by Allstate Life Insurance Company.

We have received notice that the Board of Trustees ("Board") of the Dreyfus Variable Investment Fund has approved the liquidation, on or about April 30, 2007 (the "Closing Date"), of the Dreyfus VIF Small Company Stock Portfolio (the "Portfolio"). The liquidation is subject to a shareholder vote, scheduled to take place on April 16, 2007.

If the liquidation of the Portfolio is approved, we will no longer accept new premiums for investment in, nor will we permit transfers to, the Dreyfus VIF Small Company Stock Sub-Account (the "Dreyfus Sub-Account") on or after April 30, 2007. If the Dreyfus Sub-Account will no longer be offered as an investment alternative as of the Closing Date, you may wish to transfer, prior to April 30, 2007, some or all of your Contract Value in the Dreyfus Sub-Account to the other investment alternatives currently offered by your Contract.

If the Portfolio is liquidated, any value remaining in the Dreyfus Sub-Account will be transferred automatically, as of the Closing Date, to the Dreyfus VIF Money Market Sub-Account, an investment alternative already available under your Contract.

Prior to the Closing Date, you may transfer some or all of your Contract Value that is presently allocated to the Dreyfus Sub-Account to other investment alternatives currently offered under your Contract. These transfers are not subject to a transfer fee and will not count towards the 12 transfers you can make per Contract Year.

If you currently allocate Contract Value to the Dreyfus Sub-Account through automatic additions, automatic portfolio rebalancing, dollar cost averaging or systematic withdrawal programs, your allocations in these programs will also need to be changed, if the liquidation is approved. If you do not change these allocations to other investment alternatives currently available under your Contract, any allocations to the Dreyfus Sub-Account will be automatically allocated, as of the Closing Date, to the Dreyfus VIF Money Market Sub-Account.

We will send you a confirmation that shows the amount that is transferred to the Dreyfus VIF Money Market Sub-Account or to the investment alternative that you chose and the date of the transaction. For additional information on how to transfer to another investment alternative, or how to make a change to your current allocation(s), please contact your financial representative or call our Customer Service Center at 1-800-203-0068.

Attached, as Appendix A, is a list of the Portfolios and Fixed Account Investment Alternatives currently available under your Contract.

Please keep this supplement for future reference together with your prospectus.

Appendix A

The Allstate(R) Provider Variable Annuity offers a variety of Investment Alternatives that encompass investment choices ranging from aggressive to conservative. Below is a listing of the Portfolios and Fixed Account Investment Alternatives currently available. Also included is the investment objective for each Portfolio.

For more complete information about each Portfolio, including expenses and risks associated with the Portfolio, please refer to the relevant prospectus for the Portfolio.

Portfolios

<u>Portfolio</u>	<u>Investment Objective</u>
AIM V.I. Basic Balanced Fund - Series I	Long-term growth of capital
AIM V.I. Capital Appreciation Fund - Series I	Growth of capital
AIM V.I. Core Equity Fund - Series I	Growth of capital
AIM V.I. Diversified Income Fund - Series I	High level of current income
AIM V.I. Government Securities Fund - Series I	High level of current income consistent with reasonable concern for safety of principal
AIM V.I. High Yield Fund - Series I	High level of current income
AIM V.I. International Growth Fund - Series I	Long-term growth of capital
AIM V.I. Utilities Fund - Series I	Capital growth and current income
The Dreyfus Socially Responsible Growth Fund, Inc.: Initial Shares	Capital growth and, secondarily, current income
Dreyfus Stock Index Fund, Inc.: Initial Shares	To match the total return of the Standard & Poor's 500 Composite Stock Price Index
Dreyfus VIF - Growth and Income Portfolio: Initial Shares	Long-term capital growth, current income and growth of income, consistent with reasonable investment risk
Dreyfus VIF - Money Market Portfolio	A high level of current income as is consistent with the preservation of capital and the maintenance of liquidity
Fidelity VIP Contrafund(R) Portfolio - Initial Class	Long-term capital appreciation.
Fidelity VIP Equity-Income Portfolio - Initial Class	Reasonable income by investing primarily in income-producing equity securities. In choosing these securities, the fund will also consider the potential for capital appreciation. The fund's goal is to achieve a yield which exceeds the composite yield on the securities comprising the S&P 500.
Fidelity VIP Growth Portfolio - Initial Class	To achieve capital appreciation.
Fidelity VIP High Income Portfolio - Initial Class	High level of current income, while also considering growth of capital.
Goldman Sachs VIT Capital Growth Fund	Long-term growth of capital
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
Goldman Sachs VIT Growth and Income Fund	Long-term growth of capital and growth of income

Goldman Sachs VIT International Equity Fund	Long-term capital appreciation
MFS Emerging Growth Series - Initial Class	Long-term growth of capital
MFS Investors Trust Series - Initial Class	To provide long-term growth of capital and secondarily to provide reasonable current income
MFS New Discovery Series - Initial Class	Capital appreciation.
Neuberger Berman AMT Guardian Portfolio - Class I	Long-term growth of capital; current income is a secondary goal
Neuberger Berman AMT Mid-Cap Growth Portfolio - Class I	Growth of capital
Neuberger Berman AMT Partners Portfolio - Class I	Growth of capital
Van Kampen UIF Core Plus Fixed Income Portfolio, Class I	Above-average total return over a market cycle of three to five years
Van Kampen UIF Equity Growth Portfolio, Class I	Long-term capital appreciation by investing primarily in growth-oriented equity securities of U.S. and foreign companies
Van Kampen UIF Global Value Equity Portfolio, Class I	Long-term capital appreciation
Van Kampen UIF International Magnum Portfolio, Class I	Long-term capital appreciation by investing primarily in equity securities in EAFE countries.
Van Kampen UIF U.S. Mid Cap Value Portfolio, Class I	Above-average total return over a market cycle of three to five years by investing in common stocks and other equity securities
Van Kampen UIF U.S. Real Estate Portfolio, Class I	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
Van Kampen UIF Value Portfolio, Class I	Above-average total return over a market cycle of three to five years

Fixed Account Options*

Dollar Cost Averaging Fixed Account Options

Guaranteed Maturity Fixed Account Option

* Some fixed account options are not available in all states.

Allstate Life Insurance Company

Allstate Financial Advisors Separate Account I

Supplement, dated February 26, 2007,

to

The Allstate(R) Provider Variable Annuity Prospectus

dated May 1, 2002

This supplement amends certain disclosure contained in the above-referenced prospectus for certain variable annuity contracts ("Contracts") issued by Allstate Life Insurance Company.

We have received notice that the Board of Trustees ("Board") of the Dreyfus Variable Investment Fund has approved the liquidation, on or about April 30, 2007 (the "Closing Date"), of the Dreyfus VIF Small Company Stock Portfolio (the "Portfolio"). The liquidation is subject to a shareholder vote, scheduled to take place on April 16, 2007.

If the liquidation of the Portfolio is approved, we will no longer accept new premiums for investment in, nor will we permit transfers to, the Dreyfus VIF Small Company Stock Sub-Account (the "Dreyfus Sub-Account") on or after April 30, 2007. If the Dreyfus Sub-Account will no longer be offered as an investment alternative as of the Closing Date, you may wish to transfer, prior to April 30, 2007, some or all of your Contract Value in the Dreyfus Sub-Account to the other investment alternatives currently offered by your Contract.

If the Portfolio is liquidated, any value remaining in the Dreyfus Sub-Account will be transferred automatically, as of the Closing Date, to the Dreyfus VIF Money Market Sub-Account, an investment alternative already available under your Contract.

Prior to the Closing Date, you may transfer some or all of your Contract Value that is presently allocated to the Dreyfus Sub-Account to other investment alternatives currently offered under your Contract. These transfers are not subject to a transfer fee and will not count towards the 12 transfers you can make per Contract Year.

If you currently allocate Contract Value to the Dreyfus Sub-Account through automatic additions, automatic portfolio rebalancing, dollar cost averaging or systematic withdrawal programs, your allocations in these programs will also need to be changed. If you do not change these allocations to other investment alternatives currently available under your Contract, any allocations to the Dreyfus Sub-Account will be automatically allocated, as of the Closing

Date, to the Dreyfus VIF Money Market Sub-Account.

We will send you a confirmation that shows the amount that is transferred to the Dreyfus VIF Money Market Sub-Account or to the investment alternative that you chose and the date of the transaction. For additional information on how to transfer to another investment alternative, or how to make a change to your current allocation(s), please contact your financial representative or call our Customer Service Center at 1-800-203-0068.

Attached, as Appendix A, is a list of the Portfolios and Fixed Account Investment Alternatives currently available under your Contract.

Please keep this supplement for future reference together with your prospectus.

Appendix A

The Allstate(R) Provider Variable Annuity offers a variety of Investment Alternatives that encompass investment choices ranging from aggressive to conservative. Below is a listing of the Portfolios and Fixed Account Investment Alternatives currently available. Also included is the investment objective for each Portfolio.

For more complete information about each Portfolio, including expenses and risks associated with the Portfolio, please refer to the relevant prospectus for the Portfolio.

Portfolios

<u>Portfolio</u>	<u>Investment Objective</u>
AIM V.I. Capital Appreciation Fund - Series I	Growth of capital
AIM V.I. Core Equity Fund - Series I	Growth of capital
AIM V.I. Diversified Income Fund - Series I	High level of current income
AIM V.I. Government Securities Fund - Series I	High level of current income consistent with reasonable concern for safety of principal
AIM V.I. International Growth Fund - Series I	Long-term growth of capital
AIM V.I. Utilities Fund - Series I	Capital growth and current income
American Century VP Balanced Fund - Class I	Long-term capital growth and current income
American Century VP International Fund - Class I	Capital growth
The Dreyfus Socially Responsible Growth Fund, Inc.: Initial Shares	Capital growth and, secondarily, current income
Dreyfus Stock Index Fund, Inc.: Initial Shares	To match the total return of the Standard & Poor's 500 Composite Stock Price Index
Dreyfus VIF - Growth and Income Portfolio: Initial Shares	Long-term capital growth, current income and growth of income, consistent With reasonable investment risk
Dreyfus VIF - Money Market Portfolio	A high level of current income as is consistent with the preservation of capital and the maintenance of liquidity
Fidelity VIP Contrafund(R) Portfolio - Initial Class	Long-term capital appreciation.
Fidelity VIP Equity-Income Portfolio - Initial Class	Reasonable income by investing primarily in income-producing equity securities. In choosing these securities, the fund will also consider the potential for capital appreciation. The fund's goal is to achieve a yield which exceeds the composite yield on the securities comprising the S&P 500.
Fidelity VIP Growth Portfolio - Initial Class	To achieve capital appreciation.
Fidelity VIP High Income Portfolio - Initial Class	High level of current income, while also considering growth of capital.
MFS Emerging Growth Series - Initial Class	Long-term growth of capital

Fixed Account Options*

Dollar Cost Averaging Fixed Account Option

Guaranteed Maturity Fixed Account Option

* Some fixed account options are not available in all states.

Allstate Life Insurance Company Allstate Financial Advisors Separate Account I

Supplement dated January 3, 2005 to the The Allstate(R) Provider Variable Annuity Prospectuses dated May 1, 2002

This supplement amends certain information contained in the prospectuses for the Allstate(R) Provider Variable Annuity contracts (“Contracts”), formerly issued by Glenbrook Life and Annuity Company (“Glenbrook”). Please read this supplement carefully and retain it for future reference together with your prospectus. All capitalized terms have the same meaning as those included in the prospectuses.

Merger of Glenbrook with Allstate Life

Effective January 1, 2005, Glenbrook merged with and into its parent company, Allstate Life Insurance Company (“Allstate Life”). The merger of Glenbrook and Allstate Life (the “Merger”) was approved by the boards of directors of Allstate Life and Glenbrook. The Merger also received regulatory approval from the Departments of Insurance of the States of Arizona and Illinois, the states of domicile of Glenbrook and Allstate Life, respectively.

On the date of the Merger, Allstate Life acquired from Glenbrook all of Glenbrook’s assets and became directly liable for Glenbrook’s liabilities and obligations with respect to all Contracts issued by Glenbrook.

The Merger did not affect the terms of, or the rights and obligations under your Contract, other than to reflect the change to the company that guarantees your Contract benefits from Glenbrook to Allstate Life. You will receive certificate endorsements from Allstate Life that reflect the change from Glenbrook to Allstate Life. The Merger also did not result in any adverse tax consequences for any Contract Owners.

Separate Account Consolidation

Effective January 1, 2005, and in connection with the Merger, Glenbrook Life Multi-Manager Variable Account and Glenbrook Life and Annuity Company Separate Account A combined with and into the Allstate Financial Advisors Separate Account I (“Allstate Separate Account I”), and consolidated duplicative Variable Sub-Accounts that invest in the same Fund (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.

As a result of the Merger and Consolidation, your prospectus is amended as follows:

Replace all references to “Glenbrook Life” with “Allstate Life.” Replace all references to “Glenbrook Life and Annuity Company Separate Account A” with “Allstate Financial Advisors Separate Account I.” All references to “We,” “Us,” or “our” shall mean “Allstate Life.” All references to “the Variable Account” shall mean “Allstate Financial Advisors Separate Account I.”

“Financial Information” section: Replace the last sentence of the first paragraph with:

The financial statements of Allstate Life and Allstate Financial Advisors Separate Account I, which includes financial information giving effect to the Consolidation on a pro forma basis, also appear in the Statement of Additional Information. For a free copy of the Statement of Additional Information, please write or call us at 1-800-755-5275.

Under the heading Market Timing and Excessive Trading, at the end of the second paragraph insert the following sentence:

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. 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, not all market timing or excessive trading is identifiable or preventable. 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 first occurs. To the extent that such trading activity occurs prior to detection and the imposition of trading restrictions, 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, 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 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 Sub-account underlying portfolios that we have identified as being susceptible to market timing activities;
- 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 Sub-account underlying portfolio.

If we determine that a contract owner has engaged in market timing or excessive trading activity, we will restrict that contract owner from making future additions or transfers into the impacted Sub-account(s). If we determine that a contract owner has engaged in a pattern of market timing or excessive trading activity involving multiple Sub-accounts, we will also require that all future transfer requests be submitted through regular U.S. mail thereby refusing to accept transfer requests via telephone, facsimile, Internet, or overnight delivery. Any Sub-account or transfer restrictions will be uniformly applied.

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.

“More Information” section: Replace the subsections entitled “Glenbrook Life” and “The Variable Account” with the following:

ALLSTATE LIFE

Allstate Life is the issuer of the Contract. Allstate Life was organized in 1957 is a stock life insurance company under the laws of the state of Illinois. Prior to January 1, 2005, Glenbrook Life and Annuity Company (“Glenbrook Life”) issued the Contract. Effective January 1, 2005, Glenbrook Life merged with Allstate Life (“Merger”). On the date of the Merger, Allstate Life acquired from Glenbrook Life all of Glenbrook Life’s assets and became directly liable for Glenbrook Life’s liabilities and obligations with respect to all contracts issued by Glenbrook Life. 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.

The Variable Account

Allstate Life established the Allstate Financial Advisors Separate Account I in 1999. The Contracts were previously issued through the Glenbrook Life Multi-Manager Variable Account. Effective January 1, 2005, Glenbrook Life Multi-Manager Variable Account and Glenbrook Life and Annuity Company Separate Account A combined with Allstate Financial Advisors Separate Account I 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 Funds. 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.

“Annual Reports and Other Documents” section: Replace the CIK identifying number in the first sentence of the fourth paragraph with “CIK No. 0000352736.”

THE ALLSTATE(R) PROVIDER VARIABLE ANNUITY

(formerly referred to as "The Glenbrook Provider Variable Annuity")

ALLSTATE LIFE INSURANCE COMPANY

STREET ADDRESS: 2940 S. 84TH STREET, LINCOLN, NE 68506-4142 MAILING ADDRESS:

P.O. BOX 80469, LINCOLN, NE 68501-0469 TELEPHONE NUMBER: 1-800-755-5275 PROSPECTUS DATED JANUARY 3, 2005

Allstate Life Insurance Company ("Allstate Life") is offering the Allstate(R) Provider Variable Annuity, an individual and group flexible premium deferred variable annuity contract ("CONTRACT"). This prospectus contains information about the Contract that you should know before investing. Please keep it for future reference.

The Contract currently offers 22 investment alternatives ("INVESTMENT ALTERNATIVES"). The investment alternatives include 2 fixed account options ("FIXED ACCOUNT OPTIONS") and 20 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 mutual funds ("FUNDS"):

AIM VARIABLE INSURANCE FUNDS

AMERICAN CENTURY VARIABLE PORTFOLIOS

THE DREYFUS SOCIALLY RESPONSIBLE GROWTH
FUND, INC.

DREYFUS STOCK INDEX FUND

DREYFUS VARIABLE INVESTMENT FUND (VIF)

FIDELITY/(R)/ VARIABLE INSURANCE PRODUCTS
MFS/(R)/ VARIABLE INSURANCE TRUST(SM)

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 Funds and/or Portfolios. Your annuity application will list all available Portfolios.

WE (Allstate Life) have filed a Statement of Additional Information, dated January 1, 2005, with the Securities and Exchange Commission ("SEC"). It contains more information about the Contract and is incorporated herein by reference, which means it is legally a part of this prospectus. Its table of contents appears on page 45 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.

THE SECURITIES AND EXCHANGE COMMISSION HAS NOT APPROVED OR DISAPPROVED THE SECURITIES DESCRIBED IN THIS PROSPECTUS, NOR HAS IT PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANYONE WHO TELLS YOU OTHERWISE IS COMMITTING A FEDERAL CRIME.

IMPORTANT NOTICES

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 OR OBLIGATIONS OF, OR GUARANTEED 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.

1 PROSPECTUS

TABLE OF CONTENTS

	<u>PAGE</u>
OVERVIEW	
Important Terms	3
The Contract at a Glance	4
How the Contract Works	6
Expense Table	7
Financial Information	9
CONTRACT FEATURES	
The Contract	10
Purchases	11
Contract Value	12
Investment Alternatives	
The Variable Sub-Accounts	13
The Fixed Account Options	14
Transfers	16
Expenses	18
Access To Your Money	20
	<u>PAGE</u>
Income Payments	21
Death Benefits	24
OTHER INFORMATION	
More Information:	
Allstate Life	26
The Variable Account	26
The Portfolios	27
The Contract	27
Non-Qualified Annuities Held Within a Qualified Plan	28
Legal Matters	28
Taxes	29
Annual Reports and Other Documents	34
APPENDIX A - ACCUMULATION UNIT VALUES	35
APPENDIX B - MARKET VALUE ADJUSTMENT EXAMPLE	43
STATEMENT OF ADDITIONAL INFORMATION TABLE OF CONTENTS	45

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.

	<u>PAGE</u>
Accumulation Phase	6
Accumulation Unit	12
Accumulation Unit Value	12
Annuitant	11
Automatic Additions Program	11
Automatic Portfolio Rebalancing Program	18
Beneficiary	10
Cancellation Period	12
Contract*	27
Contract Anniversary	5
Contract Owner ("You")	10
Contract Value	12
Contract Year	4
Death Benefit Anniversary	26
Death Proceeds	25
Dollar Cost Averaging Program	18
Due Proof of Death	25
Enhanced Death Benefit Rider	26
Fixed Account Options	14

	<u>PAGE</u>
Free Withdrawal Amount	19
Allstate Life ("We" or "Us")	1
Guarantee Periods	14
Income Plan	21
Investment Alternatives	4
Issue Date	6
Market Value Adjustment	16
Payout Phase	6
Payout Start Date	21
Portfolios	27
Qualified Contracts	31
SEC	1
Settlement Value	26
Systematic Withdrawal Program	21
Valuation Date	11
Variable Account	26
Variable Sub-Account	13

* In certain states the Contract is 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.

3 PROSPECTUS

THE CONTRACT AT A GLANCE

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

FLEXIBLE PAYMENTS You can purchase a Contract with as little as \$3,000 (\$2,000 for “QUALIFIED CONTRACTS,” which are Contracts issued with QUALIFIED PLANS). You can add to your Contract as often and as much as you like, but each payment must be at least \$50.

RIGHT TO CANCEL You may cancel your Contract within 20 days of receipt or any longer period as your state may require (“CANCELLATION 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.

EXPENSES You will bear the following expenses:

- Total Variable Account annual fees equal to 1.35% of average daily net assets (1.45% if you select the ENHANCED DEATH BENEFIT RIDER)
- Annual contract maintenance charge of \$35 (with certain exceptions)
- Withdrawal charges ranging from 0% to 6% of purchase payment withdrawn (with certain exceptions)
- Transfer fee of \$10 after 12th transfer in any CONTRACT YEAR (fee currently waived)
- State premium tax (if your state imposes one)

In addition, each Portfolio pays expenses that you will bear indirectly if you invest in a Variable Sub-Account.

**INVESTMENT
ALTERNATIVES**

The Contract offers 22 investment alternatives including:

- 2 Fixed Account Options (which credit interest at rates we guarantee)
- 20 Variable Sub-Accounts investing in Portfolios offering professional money management by these investment advisers:
 - A I M Advisors, Inc.
 - American Century Investment Management, Inc.
 - The Dreyfus Corporation
 - Fidelity Management & Research Company
 - MFS(TM) Investment Management

To find out current rates being paid on the Fixed Account Options or how the Variable Sub-Accounts have performed, call us at 1-800-755-5275.

SPECIAL SERVICES For your convenience, we offer these special services:

- AUTOMATIC PORTFOLIO REBALANCING PROGRAM
- AUTOMATIC ADDITIONS PROGRAM
- DOLLAR COST AVERAGING PROGRAM
- SYSTEMATIC WITHDRAWAL PROGRAM

4 PROSPECTUS

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:

- life income with guaranteed payments
- a “joint and survivor” life income with guaranteed payments
- guaranteed payments for a specified period (5 to 30 years)

DEATH BENEFITS If you or the ANNUITANT (if the Contract is owned by a non-natural person) die before the PAYOUT START DATE, we will pay the death benefit described in the Contract. We offer an Enhanced Death Benefit Rider.

TRANSFERS Before the Payout Start Date, you may transfer your Contract value (“CONTRACT VALUE”) among the investment alternatives, with certain restrictions. Transfers to a Guarantee Period of the Fixed Account must be at least \$50.

We do not currently impose a fee upon transfers. However, we reserve the right to charge \$10 per transfer after the 12th transfer in each “Contract Year,” which we measure from the date we issue your Contract or a Contract anniversary (“CONTRACT ANNIVERSARY”).

WITHDRAWALS You may withdraw some or all of your Contract Value at any time prior to the Payout Start Date. In general, you must withdraw at least \$50 at a time. Full or partial withdrawals are available under limited circumstances on or after the Payout Start Date. 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 and MARKET VALUE ADJUSTMENT also may apply.

5 PROSPECTUS

HOW THE CONTRACT WORKS

The Contract basically works in two ways. First, the Contract can help you (we assume you are the CONTRACT OWNER) save for retirement because you can invest in up to 22 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 any of the 2 Fixed Account Options, you will earn a fixed rate of interest that we declare periodically. If you invest in any of the 20 Variable Sub-Accounts, your investment return will vary up or down depending on the performance of the corresponding Portfolios.

Second, the 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 21. 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.

<u>Issue Date</u>	<u>Accumulation Phase</u>	<u>Payout Start Date</u>	<u>Payout Phase</u>	
You buy a Contract	You save for retirement	You elect to receive income payments or receive a lump sum payment	You can receive income payments for a set period	Or you can receive income payments for life

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 none, the BENEFICIARY will exercise the rights and privileges provided by the Contract. See “The Contract.” 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 1-800-755-5275 if you have any question about how the Contract works.

6 PROSPECTUS

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 accompanying prospectuses for the Portfolios.

CONTRACT OWNER TRANSACTION EXPENSES

Withdrawal Charge (as a percentage of purchase payments)*

Number of Complete Years Since We Received the Purchase Payment Being Withdrawn	0	1	2	3	4	5	6+
Applicable Charge	6%	6%	5%	5%	4%	3%	0%
Annual Contract Maintenance Charge				\$35.00**			
Transfer Fee			\$10.00***				

* Each Contract Year, you may withdraw up to 15% of your aggregate purchase payments without incurring a withdrawal charge.

** We will waive this charge in certain cases. See "Expenses."

*** Applies solely to the thirteenth and subsequent transfers within a Contract Year, excluding transfers due to dollar cost averaging and automatic portfolio rebalancing. We are currently waiving the transfer fee.

VARIABLE ACCOUNT ANNUAL EXPENSES (AS A PERCENTAGE OF DAILY NET ASSET VALUE DEDUCTED FROM EACH VARIABLE SUB-ACCOUNT)		Policy with Enhanced Death Benefit Rider Base Policy
Mortality and Expense Risk Charge	1.25 %	1.35 %
Administrative Expense Charge	0.10 %	0.10 %
Total Variable Account Annual Expense	1.35 %	1.45 %

PORTFOLIO ANNUAL EXPENSES

(AS A PERCENTAGE OF PORTFOLIO AVERAGE DAILY NET ASSETS)/1/

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

	<u>Minimum</u>	<u>Maximum</u>
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)	0.27 %	1.34 %

(1) Expenses are shown as a percentage of Portfolio average daily net assets (before any waiver or reimbursement) as of December 31, 2003.

7 PROSPECTUS

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 a Variable Sub-Account,
- 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, and
- elected the Enhanced Death Benefit Rider.

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

	<u>1 Year</u>	<u>3 Years</u>	<u>5 Years</u>	<u>10 Years</u>
Costs Based on Maximum Annual Portfolio Expenses	\$ 80	\$ 130	\$ 175	\$ 315
Costs Based on Minimum Annual Portfolio Expenses	\$ 69	\$ 97	\$ 120	\$ 204

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.

	<u>1 Year</u>	<u>3 Years</u>	<u>5 Years</u>	<u>10 Years</u>
Costs Based on Maximum Annual Portfolio Expenses	\$ 29	\$ 88	\$ 149	\$ 315
Costs Based on Minimum Annual Portfolio Expenses	\$ 18	\$ 55	\$ 94	\$ 204

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 ABOVE EXAMPLES ASSUME THE ELECTION OF THE ENHANCED DEATH BENEFIT RIDER WITH A MORTALITY AND EXPENSE RISK CHARGE OF 1.35%, AN ADMINISTRATIVE EXPENSE CHARGE OF 0.10%, AND AN ANNUAL CONTRACT MAINTENANCE CHARGE OF \$35. IF THAT RIDER WERE NOT ELECTED, THE EXPENSE FIGURES SHOWN ABOVE WOULD BE SLIGHTLY LOWER. THE ABOVE EXAMPLES ALSO ASSUME TOTAL ANNUAL PORTFOLIO EXPENSES LISTED IN THE EXPENSE TABLE WILL CONTINUE THROUGHOUT THE PERIODS SHOWN.

FINANCIAL INFORMATION

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. Attached as Appendix A to this prospectus are tables showing the Accumulation Unit Values of each Variable Sub-Account since the date the Contracts were first offered. To obtain a fuller picture of each Variable Sub-Account’s finances, please refer to the Variable Account’s financial statements contained in the Statement of Additional Information. The financial statements of Allstate Life and Allstate Financial Advisors Separate Account I, which include financial information giving effect to the Consolidation on a pro forma basis, also appear in the Statement of Additional Information. For a free copy of the Statement of Additional Information, please write or call us at 1-800-755-5275.

9 PROSPECTUS

THE CONTRACT

CONTRACT OWNER

The Allstate Provider Variable Annuity is a contract 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 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 dies, and
- any other rights that the Contract provides.

If you die, any surviving Contract Owner, or, if none, the Beneficiary may exercise the rights and privileges provided to them by the Contract.

The Contract cannot be jointly owned by both a non-living person and a living person. If the Contract Owner is a grantor trust, the Contract Owner will be considered a non-living person for purposes of the Death of Owner and Death of Annuitant provisions of your Contract. The maximum age of the oldest Contract Owner or Annuitant cannot exceed 90 as of the date we receive the completed application. You may change the Contract Owner at any time. We will provide a change of ownership form to be signed by you and filed with us. After we accept the form, the change of ownership will be effective as of the date you signed the form. Until we receive your written notice to change the Contract Owner, we are entitled to rely on the most recent ownership information in our files. We will not be liable as to any payment or settlement made prior to receiving the written notice. 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 made by us or any other action we take before we accept the change.

Changing ownership of this Contract may cause adverse tax consequences and may not be allowed under qualified plans. Please consult with a competent tax advisor prior to making a request for a change of Contract Owner.

BENEFICIARY

The Beneficiary is the person who may elect to receive the Death Proceeds or become the new Contract Owner, subject to the "Death of Owner" section below, if the sole surviving Contract Owner dies before the Payout Start Date. If the sole surviving Contract Owner dies after the Payout Start Date, the Beneficiary will receive any guaranteed income payments scheduled to continue.

You may name one or more primary and contingent Beneficiaries when you apply for a Contract. The primary Beneficiary is the person who is first entitled to receive benefits under the Contract upon the death of the sole surviving Contract Owner. A contingent Beneficiary is the person selected by the Contract Owner who will become the Beneficiary if all named primary Beneficiaries die before the death of the sole surviving Contract Owner.

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

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 receive 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 as to any payment or settlement made prior to receiving the written notice. Accordingly, if you wish to change your Beneficiary, you should deliver your written notice to us promptly. Each change is subject to any payment made by us or any other action we take before we accept the change.

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, 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 one or more Beneficiaries survives you, 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, we will pay the Death Proceeds in equal amounts to the surviving Beneficiaries.

If more than one Beneficiary shares in the Death Proceeds, each Beneficiary will be treated as a separate and independent owner of his or her respective share. Each Beneficiary will exercise all rights related to his or

10 PROSPECTUS

her share including the sole right to select a payout 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 payout option chosen by the original Beneficiary.

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.

ANNUITANT

The Annuitant is the individual whose life determines the amount and duration of income payments (other than under Income Plans with guaranteed payments for a specified period). You initially designate an Annuitant in your application. You may change the Annuitant at any time prior to the Payout Start Date (only if the Contract Owner is a living person). Once we accept a change, it takes effect as of the date you signed the request. Each change is subject to any payment we make or other action we take before we accept it.

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. We permit joint Annuitants only on or after the Payout Start Date. If the Annuitant dies prior to the Payout Start Date, the new Annuitant will be:

- (i) the youngest Contract Owner; otherwise,
- (ii) the youngest Beneficiary.

ASSIGNMENT

No owner has a right to assign any interest in a Contract as collateral or security for a loan. However, you may assign periodic income payments under the Contract prior to the Payout Start Date. No Beneficiary may assign benefits under the Contract until they are payable to the Beneficiary. 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 YOUR CONTRACT.**

PURCHASES

MINIMUM PURCHASE PAYMENTS

Your initial purchase payment must be at least \$3,000 (\$2,000 for a Qualified Contract). All subsequent purchase payments must be \$50 or more. You may make purchase payments at any time prior to the Payout Start Date. We reserve the right to limit the maximum amount of purchase payments we will accept.

AUTOMATIC ADDITIONS PROGRAM

You may make subsequent purchase payments by automatically transferring money from your bank account. Consult your sales representative for more detailed information.

ALLOCATION OF PURCHASE PAYMENTS

At the time you apply for a Contract, you must decide how to allocate your purchase payments 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 notifying us in writing. We reserve the right to limit the availability of the investment alternatives.

We will allocate your purchase payments to the investment alternatives according to your most recent instructions on file with us. Unless you notify us in writing 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 headquarters. We are open for business 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, usually 4 p.m. Eastern Time (3 p.m. Central Time). If we receive your purchase payment after 3 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.

11 PROSPECTUS

RIGHT TO CANCEL

You may cancel the Contract by returning it to us within the Cancellation Period, which is the 20 day period after you receive the Contract, or a longer period should your state require it. You may return your Contract by delivering it or mailing it to us. 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 that occurred from the date of allocation through the date of cancellation. Some states may require us to return a greater amount.

In states where we are required to refund purchase payments, we reserve the right during the Cancellation Period to invest any purchase payments you allocated to a Variable Sub-Account to the money market Variable Sub-Account available under the Contract. We will notify you if we do so. At the end of the Cancellation Period, you may then allocate your money to other Variable Sub-Accounts.

If your Contract is qualified under Section 408 of the Internal Revenue Code, we will refund the greater of any purchase payments or the Contract Value.

CONTRACT VALUE

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 the value of your investment in the Fixed Account Options.

ACCUMULATION UNITS

To determine the number of Accumulation Units of each Variable Sub-Account to credit to your Contract, we divide (i) the amount of the purchase payment Accumulation Units 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 Variable Sub-Account allocated to your Contract.

ACCUMULATION UNIT VALUE

As a general matter, the Accumulation Unit Value for each Variable Sub-Account 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 contract maintenance charges, withdrawal charges, and transfer fees (currently waived) separately for each Contract. They do not affect Accumulation Unit Value. Instead, we obtain payment of those charges and fees by redeeming Accumulation Units. For details on how we calculate Accumulation Unit Value, please refer to the Statement of Additional Information. We determine a separate Accumulation Unit Value for each Variable Sub-Account on each Valuation Date. We also determine a separate set of Accumulation Unit Values reflecting the cost of the Enhanced Death Benefit Rider described on page 26.

YOU SHOULD REFER TO THE PROSPECTUSES FOR THE PORTFOLIOS THAT ACCOMPANY THIS PROSPECTUS 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.

INVESTMENT ALTERNATIVES: THE VARIABLE SUB-ACCOUNTS

You may allocate your purchase payments to up to 20 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 the Portfolio, please refer to the accompanying prospectuses for the Portfolios. You should carefully review the Portfolios' prospectuses before allocating amounts to the Variable Sub-Accounts.

PORTFOLIO:	EACH PORTFOLIO SEEKS:	INVESTMENT ADVISOR:
AIM VARIABLE INSURANCE FUNDS*		
AIM V.I. Capital Appreciation Fund - Series I	Growth of capital	
AIM V.I. Core Equity Fund - Series I	Growth of capital	
AIM V.I. Diversified Income Fund - Series I	A high level of current income	AIM ADVISORS, INC.
AIM V.I. Government Securities Fund - Series I	A high level of current income consistent with a reasonable concern for safety of principal	
AIM V.I. Growth Fund - Series I	Growth of capital	
AIM V.I. International Growth Fund - Series I	Long-term growth of capital	
AIM V.I. Premier Equity Fund -Series I	Long-term growth of capital and income as a secondary objective	
AIM V.I. Utilities Fund -Series I**	Seeks capital growth and current income	
AMERICAN CENTURY VARIABLE PORTFOLIOS		
American Century VP Balanced Fund - Class I	Long-term capital growth and current income	AMERICAN CENTURY INVESTMENT MANAGEMENT, INC.
American Century VP International Fund - Class I	Long-term capital growth	
THE DREYFUS SOCIALLY RESPONSIBLE GROWTH FUND, INC.; THE DREYFUS STOCK INDEX FUND; AND THE DREYFUS VARIABLE INVESTMENT FUND (VIF) (COLLECTIVELY, THE DREYFUS FUNDS)		
The Dreyfus Socially Responsible Growth Fund, Inc.: Initial Shares	Capital growth and, secondarily, current income	
Dreyfus Stock Index Fund: Initial Shares	To match the total return of the Standard & Poor's(R) 500 Composite Stock Price Index	
Dreyfus VIF Growth & Income Portfolio: Initial Shares	Long-term capital growth, current income and growth of income, consistent with reasonable investment risk	THE DREYFUS CORPORATION
Dreyfus VIF Money Market Portfolio: Initial Shares	A high level of current income as is consistent with the preservation of capital and the maintenance of liquidity	
Dreyfus VIF Small Company Stock Portfolio: Initial Shares	Investment returns (consisting of capital appreciation and income) that are greater than the total return performance of stocks represented by the Russell 2500(SM) Stock Index ("Russell 2500")	
FIDELITY/(R)/ VARIABLE INSURANCE PRODUCTS		
Fidelity VIP Contrafund/(R)/ Portfolio - Initial Class	Long-term capital appreciation	
Fidelity VIP Equity-Income Portfolio - Initial Class	Reasonable income	FIDELITY MANAGEMENT & RESEARCH COMPANY
Fidelity VIP Growth Portfolio - Initial Class	Capital appreciation	
Fidelity VIP High Income Portfolio - Initial Class	High level of current income while also considering growth of capital	

13 PROSPECTUS

MFS/(R)/ VARIABLE INSURANCE TRUST(SM)

MFS Emerging Growth Series - Initial Class

Long-term growth of capital

MFS(TM) INVESTMENT MANAGEMENT

- * A Portfolio's investment objective may be changed by the Fund's Board of Trustees without shareholder approval.
- ** Effective April 30, 2004, the AIM V.I. Global Utilities Fund - Series I merged into INVESCO VIF - Utilities Fund - Series I. Effective October 15, 2004, INVESCO VIF-Utilities Fund-Series I changed its name to AIM V.I. Utilities Fund-Series I.

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 MAY 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 FUNDS IN ASSETS, CASH FLOW, AND TAX MATTERS. ACCORDINGLY, THE HOLDINGS AND INVESTMENT RESULTS OF A VARIABLE INSURANCE PORTFOLIO CAN BE EXPECTED TO BE GREATER OR LESS THAN THE INVESTMENT RESULTS OF SIMILARLY NAMED RETAIL MUTUAL FUNDS.

INVESTMENT ALTERNATIVES: THE FIXED ACCOUNT OPTIONS

You may allocate all or a portion of your purchase payments to the Fixed Account. You may choose from among 2 Fixed Account Options: a dollar cost averaging option, and the option to invest in one or more Guarantee Periods included in the Guaranteed Maturity Fixed Account. The Fixed Account Options may not be available in all states. Please consult with your sales 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 a Fixed Account Option does not entitle you to share in the investment experience of the Fixed Account.

DOLLAR COST AVERAGING FIXED ACCOUNT OPTION

Purchase payments that you allocate to the Dollar Cost Averaging Fixed Account Option ("DCA Fixed Account Option") will earn interest for a one year period at the current rate in effect at the time of allocation. We will credit interest daily at a rate that will compound over the year to the annual interest rate we guaranteed at the time of allocation. After the one year period, we will declare a renewal rate which we guarantee for a full year. Subsequent renewal dates will be every twelve months for each payment or transfer.

For each purchase payment, the first transfer from the DCA Fixed Account must occur within one month of the date of payment. If we do not receive an allocation from you within one month of the date of payment, the payment plus associated interest will be transferred to the money market Sub-Account in equal monthly installments using the longest transfer period being offered at the time the purchase payment is made. Transferring Account Value to the money market Variable Sub-Account in this manner may not be consistent with the theory of dollar cost averaging described on page 18. You must transfer each purchase payment and all its earnings out of this Option by means of dollar cost averaging within 36 months of payment. At the end of 36 months, any nominal amounts remaining in the DCA Fixed Account will be allocated to the money market Variable Sub-Account. No transfers are permitted into the DCA Fixed Account.

We bear the investment risk for all amounts allocated to the DCA Fixed Account Option. That is because we guarantee the current and renewal interest rates we credit to the amounts you allocate to this Option, which will never be less than the minimum guaranteed rate in the Contract. Currently, we determine, in our sole discretion, the amount of interest credited in excess of the guaranteed rate. We may declare more than one interest rate for different monies based upon the date of allocation to the DCA Fixed Account Option. For current interest rate information, please contact your sales representative or Allstate Life customer service at 1-800-755-5275.

GUARANTEE PERIODS

Each payment or transfer allocated to a Guarantee Period earns interest at a specified rate that we guarantee for a period of years. Guarantee Periods may range from 1 to 10 years. We are currently offering Guarantee Periods of 1, 3, 5, 7, and ten years in length. In the future, we may offer Guarantee Periods of different lengths or stop offering some Guarantee Periods.

You select the Guarantee Period for each payment or transfer. If you do not select a Guarantee Period, we will assign the same period(s) you selected for your most recent purchase payment. Each payment or transfer allocated to a Guarantee Period must be at least \$50. We reserve the right to limit the number of additional purchase payments that you may allocate to this Option.

14 PROSPECTUS

INTEREST RATES. We will tell you what interest rates and Guarantee Periods we are offering at a particular time. We will not change the interest rate that we credit to a particular allocation until the end of the relevant Guarantee Period. We may declare different interest rates for Guarantee Periods of the same length that begin at different times.

We have no specific formula for determining the rate of interest that we will declare initially or in the future. We will set those interest rates based on investment returns available at the time of the determination. In addition, we may consider various other factors in determining interest rates including regulatory and tax requirements, our sales commission and administrative expenses, general economic trends, and competitive factors.

WE DETERMINE THE INTEREST RATES TO BE DECLARED IN OUR SOLE DISCRETION. WE CAN NEITHER PREDICT NOR GUARANTEE WHAT THOSE RATES WILL BE IN THE FUTURE. For current interest rate information, please contact your sales representative or Allstate Life at 1-800-755-5275.

HOW WE CREDIT INTEREST. We will credit interest daily to each amount allocated to a Guarantee Period at a rate that compounds to the annual interest rate that we declared at the beginning of the applicable Guarantee Period.

THE FOLLOWING EXAMPLE ILLUSTRATES HOW A PURCHASE PAYMENT ALLOCATED TO A GUARANTEED PERIOD WOULD GROW, GIVEN AN ASSUMED GUARANTEE PERIOD AND ANNUAL INTEREST RATE:

Purchase Payment	\$ 10,000
Guarantee Period	5 years
Annual Interest Rate	4.50 %

	END OF CONTRACT YEAR				
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Beginning Contract Value	\$ 10,000.00				
X (1 + Annual Interest Rate)	X 1.045				
	\$ 10,450.00				
Contract Value at end of Contract Year		\$ 10,450.00			
X (1 + Annual Interest Rate)		X 1.045			
		\$ 10,920.25			
Contract Value at end of Contract Year			\$ 10,920.25		
X (1 + Annual Interest Rate)			X 1.045		
			\$ 11,411.66		
Contract Value at end of Contract Year				\$ 11,411.66	
X (1 + Annual Interest Rate)				X 1.045	
				\$ 11,925.19	
Contract Value at end of Contract Year					\$ 11,925.19
X (1 + Annual Interest Rate)					X 1.045
					\$ 12,461.82

TOTAL INTEREST CREDITED DURING GUARANTEE PERIOD = \$2,461.82 (\$12,461.82-\$10,000)

This example assumes no withdrawals during the entire 5-year Guarantee Period. If you were to make a withdrawal, you may be required to pay a withdrawal charge. In addition, the amount withdrawn may be increased or decreased by a Market Value Adjustment that reflects changes in interest rates since the time you invested the amount withdrawn. The hypothetical interest rate is for illustrative purposes only and is not intended to predict future interest rates to be declared under the Contract. Actual interest rates declared for any given Guarantee Period may be more or less than shown above.

RENEWALS. Prior to the end of each Guarantee Period, we will mail you a notice asking you what to do with your money, including the accrued interest. During the 30-day period after the end of the Guarantee Period, you may:

- 1) Take no action. We will automatically apply your money to a new Guarantee Period of the same length as the expiring Guarantee Period. The new Guarantee Period will begin on the day the previous Guarantee Period ends. The new interest rate will be our then current declared rate for a Guarantee Period of that length; or
- 2) Instruct us to apply your money to one or more new Guarantee Periods of your choice. The new Guarantee Period(s) will begin on the day the previous Guarantee Period ends. The new interest rate will be our then current declared rate for those Guarantee Periods; or

15 PROSPECTUS

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- 3) Instruct us to transfer all or a portion of your money to one or more Variable Sub-Accounts of the Variable Account. We will effect the transfer on the day we receive your instructions. We will not adjust the amount transferred to include a Market Value Adjustment; we will pay interest from the day the Guarantee Period expired until the date of the transfer. The interest will be the rate for the shortest Guarantee Period then being offered; or
 - 4) Withdraw all or a portion of your money. You may be required to pay a withdrawal charge, but we will not adjust the amount withdrawn to include a Market Value Adjustment. You may also be required to pay premium taxes and withholding, if applicable. We will pay interest from the day the Guarantee Period expired until the date of withdrawal. The interest will be the rate for the shortest Guarantee Period then being offered. Amounts not withdrawn will be applied to a new Guarantee Period of the same length as the previous Guarantee Period. The new Guarantee Period will begin on the day the previous Guarantee Period ends. 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.

MARKET VALUE ADJUSTMENT. All withdrawals and transfers from a Guarantee Period, other than those taken during the 30 day period after such Guarantee Period expires, are subject to a Market Value Adjustment. A Market Value Adjustment also will apply when you apply amounts currently invested in a Guarantee Period to an Income Plan (unless applied during the 30 day period after such Guarantee Period expires). A Market Value Adjustment may apply in the calculation of the Settlement Value described below in the "Death Benefit Amount" section below. We will not apply a Market Value Adjustment to a withdrawal you make within the Free Withdrawal Amount as described on page 19.

We apply the Market Value Adjustment to reflect changes in interest rates from the time you first allocate money to a Guarantee Period to the time you remove it from that Guarantee Period. We calculate the Market Value Adjustment by comparing the Treasury Rate for a period equal to the Guarantee Period at its inception to the Treasury Rate for a period equal to the Guarantee Period when you remove your money. "TREASURY RATE" means the U.S. Treasury Note Constant Maturity Yield as reported in Federal Reserve Board Statistical Release H.15.

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 increase significantly, the Market Value Adjustment and any withdrawal charge, premium taxes, and income tax withholding (if applicable) could reduce the amount you receive upon full withdrawal from a Guaranteed Period to an amount that is less than the purchase payment applied to that period plus interest earned under the Contract.

Generally, if the original Treasury Rate at the time you allocate money to a Guarantee Period is higher than the applicable current Treasury Rate for a period equal to the Guarantee Period, then the Market Value Adjustment will result in a higher amount payable to you, transferred or applied to an Income Plan. Conversely, if the Treasury Rate at the time you allocate money to a Guarantee Period is lower than the applicable Treasury Rate for a period equal to the Guarantee Period, then the Market Value Adjustment will result in a lower amount payable to you, transferred or applied to an Income Plan.

For example, assume that you purchase a Contract and you select an initial Guarantee Period of 5 years and the 5-year Treasury Rate for that duration is 4.50%. Assume that at the end of 3 years, you make a partial withdrawal. If, at that later time, the current 5-year Treasury Rate is 4.20%, then the Market Value Adjustment will be positive, which will result in an increase in the amount payable to you. Conversely, if the current 5-year Treasury Rate is 4.80%, then the Market Value Adjustment will be negative, which will result in a decrease in the amount payable to you.

The formula for calculating Market Value Adjustments is set forth in Appendix B to this prospectus, which also contains additional examples of the application of the Market Value Adjustment.

INVESTMENT ALTERNATIVES: TRANSFERS

TRANSFERS DURING THE ACCUMULATION PHASE

During the Accumulation Phase, you may transfer Contract Value among the investment alternatives. You may request transfers in writing on a form that we provide or by telephone according to the procedure described below. The minimum amount that you may transfer into a Guarantee Period is \$50. We currently do not assess, but reserve the right to assess, a \$10 charge on each transfer in excess of 12 per Contract Year. We treat transfers to or from more than one Portfolio on the same day as one transfer.

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. Central Time 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 for up to six months from the date we receive your

request. If we decide to postpone transfers 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.

16 PROSPECTUS

If you transfer an amount from a Guarantee Period other than during the 30 day period after such Guarantee Period expires, we will increase or decrease the amount by a Market Value Adjustment.

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. In addition, you will have a limited ability to make transfers from the Variable Sub-Accounts to increase the proportion of your income payments consisting of fixed income payments. You may not, however, convert any portion of your right to receive fixed income payments into variable income payments. If you choose an Income Plan that depends on any person's life, you may not make any transfers for the first 6 months after the Payout Start Date. Thereafter, you may make transfers among the Variable Sub-Accounts or make transfers from the Variable Sub-Accounts to increase the proportion of your income payments consisting of fixed income payments. Your transfers must be at least 6 months apart.

TELEPHONE TRANSFERS

You may make transfers by telephone by calling 1-800-755-5275. 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 at any telephone number other than the number that appears in this paragraph or received after the close of trading on the Exchange.

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. 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, not all market timing or excessive trading is identifiable or preventable. 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 first occurs. To the extent that such trading activity occurs prior to detection and the imposition of trading restrictions, 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, 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 sub-account in a short period of time can constitute market timing);

17 PROSPECTUS

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- whether your transfers follow a pattern that appears designed to take advantage of short term market fluctuations, particularly within certain Sub-account underlying portfolios that we have identified as being susceptible to market timing activities;
 - 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 Sub-account underlying portfolio.

If we determine that a contract owner has engaged in market timing or excessive trading activity, we will restrict that contract owner from making future additions or transfers into the impacted Sub-account(s). If we determine that a contract owner has engaged in a pattern of market timing or excessive trading activity involving multiple Sub-accounts, we will also require that all future transfer requests be submitted through regular U.S. mail thereby refusing to accept transfer requests via telephone, facsimile, Internet, or overnight delivery. Any Sub-account or transfer restrictions will be uniformly applied.

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.

DOLLAR COST AVERAGING PROGRAM

Through our Dollar Cost Averaging Program, you may automatically transfer a fixed dollar amount every month during the Accumulation Phase from the DCA Fixed Account to any Variable Sub-Account. You may not use the Dollar Cost Averaging Program to transfer amounts to the Guarantee Periods.

We will not charge a transfer fee for transfers made under this Program, nor will such transfer 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 Variable Sub-Account may cause a shift in the percentage you allocated to each Variable 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. We will not include money you allocate to the Fixed Account Options in the Automatic Portfolio Rebalancing Program.

We will rebalance your account each quarter 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 request. We are not responsible for rebalancing that occurs prior to receipt of your request.

Example:

Assume that you want your initial purchase payment split among two Variable Sub-Accounts. You want 40% to be in the AIM V.I. Value Variable Sub-Account and 60% to be in the AIM V.I. Growth Variable 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 AIM V.I. Value Variable Sub-Account now represents 50% of your holdings because of its increase in value. If you choose to have your holdings rebalanced quarterly, on the first day of the next quarter, we would sell some of your units in the AIM V.I. Value Variable Sub-Account and use the money to buy more units in the AIM V.I. Growth Variable Sub-Account so that the percentage allocations would again be 40% and 60% respectively.

The Automatic Portfolio Rebalancing Program is available only during the Accumulation Phase. The transfers made under the Program do not count towards the 12 transfers you can make without paying 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 better performing segments.

EXPENSES

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 \$35 contract maintenance charge from your Contract Value invested in each Variable Sub-Account in proportion to the amount invested. If you surrender your Contract, we will deduct the contract maintenance charge pro rated for the part of the Contract Year elapsed, unless your Contract qualifies for a waiver, described below.

The charge is to compensate us for the cost of administering the Contracts and the Variable Account. Maintenance costs include expenses we incur 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. However, we will waive this charge if, as of the Contract Anniversary or upon full surrender:

- total purchase payments equal \$50,000 or more, or
- all money is allocated to the Fixed Account.

In addition, we will waive the contract maintenance charge if total purchase payments are \$50,000 or more as of the Payout Start Date.

MORTALITY AND EXPENSE RISK CHARGE

We deduct a mortality and expense risk charge daily at an annual rate of 1.25% of the average daily net assets you have invested in the Variable Sub-Accounts (1.35% if you select the Enhanced Death Benefit Rider). 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 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 Enhanced Death Benefit Rider to compensate us for the additional risk that we accept by providing these options. We guarantee that we will not raise the mortality and expense risk charge. We assess the mortality and expense risk charge during both the Accumulation Phase and the Payout Phase.

ADMINISTRATIVE EXPENSE CHARGE

We deduct an administrative expense charge daily at an annual rate of 0.10% 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 guarantee that we will not raise this charge.

TRANSFER FEE

We do not currently impose a fee upon transfers among the investment alternatives. However, we reserve the right to charge \$10 per transfer after the 12th transfer in each Contract Year. We will NOT charge a transfer fee on transfers that are part of a Dollar Cost Averaging or Automatic Portfolio Rebalancing Program.

WITHDRAWAL CHARGE

We may assess a withdrawal charge of up to 6% of the purchase payment(s) you withdraw. The charge declines to 0% over a 6 year period that begins on the day we receive your payment. Beginning on January 1, 2004, 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. A schedule showing how the charge declines is shown on page 7. During each Contract Year, you can withdraw up to 15% of the aggregate amount of your purchase payments without paying the charge. Unused portions of this "FREE WITHDRAWAL AMOUNT" are NOT carried forward to future Contract Years. We will deduct withdrawal charges, if applicable, from the amount paid. For purposes of calculating the withdrawal charge, we will treat withdrawals as coming from the oldest purchase payments first. However, for federal income tax purposes, please note that withdrawals are considered to have come first from earnings, which means you pay taxes on the earnings portion of your withdrawal. We do not apply a withdrawal charge in the following situations:

- on the Payout Start Date (a withdrawal charge may apply if you terminate income payments to be received for a specified period);
- on the death of the Contract Owner (or the Annuitant, if the Contract Owner is not a natural person), unless the Settlement Value is used to determine the Death Proceeds;
- withdrawals taken to satisfy IRS minimum distribution rules for the Contract; or

- withdrawals that qualify for one of the waivers as 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 of earnings are taxed as ordinary income and, if taken before age 59 1/2, may be subject to an additional 10% federal tax penalty. Withdrawals may also be subject to a Market Value Adjustment. You should consult your own tax counsel or other tax advisers regarding any withdrawals.

CONFINEMENT WAIVER. We will waive the withdrawal charge and any Market Value Adjustment on all withdrawals taken prior to the Payout Start Date under your Contract if the following conditions are satisfied:

19 PROSPECTUS

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1. you or the Annuitant (if the Contract Owner is not a natural person) are 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. you request the withdrawal and provide written proof of the stay no later than 90 days following the end of your or the Annuitant's stay at the long term care facility or hospital; and
 3. a physician must have prescribed the stay and the stay must be medically necessary (as defined in the Contract).

You may not claim this benefit if you, the Annuitant, or a member of your or the Annuitant's immediate family, is the physician prescribing your or the Annuitant's stay in a long term care facility.

TERMINAL ILLNESS WAIVER. We will waive the withdrawal charge and any Market Value Adjustment on all withdrawals taken prior to the Payout Start Date under your Contract if:

1. you or the Annuitant (if the Contract Owner is not a natural person) are first diagnosed with a terminal illness at least 30 days after the Issue Date; and
2. you claim this benefit and deliver adequate proof of diagnosis to us.

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 need to pay our withdrawal charge or a Market Value Adjustment because of these waivers, you still may be required to pay taxes or tax penalties on the amount withdrawn. You should consult your tax adviser 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. At our discretion, we may 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, if applicable, 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 making a provision for such taxes. In the future, however, we may make 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 beginning on page 29.

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 accompanying prospectuses for the Portfolios. For a summary of current estimates of those charges and expenses, see page 7. We may receive compensation from the investment advisers or administrators of the Portfolios in connection with the administrative services we provide to the Portfolios.

ACCESS TO YOUR MONEY

You can withdraw some or all of your Contract Value at any time prior to the Payout Start Date. The amount payable upon withdrawal is the Contract Value (or a portion thereof) next computed after we receive the request for a withdrawal at our home office, adjusted by any Market

Value Adjustment, less any withdrawal charges, contract maintenance charges, income tax withholding, penalty tax, 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 Options. To complete a partial withdrawal from the Variable Account, we will cancel Accumulation Units in an amount equal to the withdrawal and any applicable withdrawal charge and premium taxes. You must name the investment alternative from which you are taking the withdrawal. If none is specified, we will deduct your withdrawal pro rata from the investment alternatives according to the value of your investments therein. In general, you must withdraw at least \$50 at a time. You also may withdraw a lesser amount if you are withdrawing your entire interest in a Variable Sub- Account. If you request a total withdrawal, we may require you to return your Contract to us. Withdrawals taken prior to annuitization (referred to in this prospectus as the Payout Phase) are generally

20 PROSPECTUS

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.

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.

In addition, we may delay payments or transfers from the Fixed Account Options for up to 6 months (or shorter period if required by law). If we delay payment 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. The minimum amount of each systematic withdrawal is \$50. At our discretion, systematic withdrawals may not be offered in conjunction with the Dollar Cost Averaging Program or Automatic Portfolio Rebalancing Program. 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. 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 will reduce your Contract Value to less than \$2,000, we may treat it as a request to withdraw your entire Contract Value. 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. Before terminating any Contract whose value has been previously reduced by withdrawals to less than \$2,000, we will inform you in writing of our intention to terminate your Contract and give you at least 30 days in which to make an additional purchase payment to restore your Contract's Value to the contractual minimum of \$2,000. 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.

INCOME PAYMENTS

PAYOUT START DATE

You select the Payout Start Date in your application. The "PAYOUT START DATE" is the day that we apply your money to an Income Plan. The Payout Start Date must be:

- at least 30 days after the Issue Date; and
- no later than the day the Annuitant reaches age 90, 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 scheduled payments to you or someone you designate. You may choose and change your choice of Income Plan until 30 days before the Payout Start Date. If you do not select an Income Plan, we will make income payments in accordance with Income Plan 1 with guaranteed payments for 10 years.

Three Income Plans are available under the Contract. Each is available to provide:

- 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 investment 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 three Income Plans are:

INCOME PLAN 1 - LIFE INCOME WITH GUARANTEED PAYMENTS. Under this plan, we make periodic income payments for at least as long as the Annuitant lives. If the Annuitant dies before we have made all of the guaranteed income payments, we will continue to pay the remainder of the guaranteed income payments as required by the Contract.

INCOME PLAN 2 - JOINT AND SURVIVOR LIFE INCOME WITH GUARANTEED PAYMENTS. Under this plan, we make periodic income payments for at least as long as either the Annuitant or the joint Annuitant is alive. If both the Annuitant and the joint Annuitant die before we have made all of the guaranteed income payments, we will continue to pay the remainder of the guaranteed income payments as required by the Contract.

21 PROSPECTUS

INCOME PLAN 3 - GUARANTEED PAYMENTS FOR A SPECIFIED PERIOD (5 YEARS TO 30 YEARS). Under this plan, we make periodic income payments for the period you have chosen. These payments do not depend on the Annuitant's life. You may elect to receive guaranteed payments for periods ranging from 5 to 30 years. We will deduct the mortality and expense risk charge from the Variable Sub-Account assets that support variable income payments even though we may not bear any mortality risk.

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 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 minimum specified period for guaranteed payments, the income payments generally will be greater than the income payments made under the same Income Plan with a minimum specified period for guaranteed payments. If you choose Income Plan 1 or 2, or, if available, another 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 are alive before we make each payment.

Please note that under such Income Plans, if you elect to take no minimum guaranteed payments, it is possible that the payee could receive only 1 income payment if the Annuitant and any joint Annuitant both die before the second income payment, or only 2 income payments if they die before the third income payment, and so on.

Generally, you may not make withdrawals after the Payout Start Date. One exception to this rule applies if you are receiving variable income payments that do not depend on the life of the Annuitant (such as under Income Plan 3). In that case you may terminate all or part of the Variable Account portion of the income payments at any time and receive a lump sum equal to the present value of the remaining variable payments associated with the amount withdrawn. The minimum amount you may withdraw under this feature is \$1,000. A withdrawal charge may apply. We also deduct applicable premium taxes from the Contract Value at the Payout Start Date. We may make other Income Plans available. You must apply at least the Contract Value in the Fixed Account on the Payout Start Date to fixed income payments. If you wish to apply any portion of your Fixed Account balance to provide variable income payments, you should plan ahead and transfer that amount to the Variable Sub-Accounts prior to the Payout Start Date. If you do not tell us how to allocate your Contract Value among fixed and variable income payments, we will apply your Contract Value in the Variable Account to variable income payments and your Contract Value in the Fixed Account to fixed income payments. We will apply your Contract Value, adjusted by any Market Value Adjustment, less applicable taxes to your Income Plan on the Payout Start Date. If the amount available to apply under an Income Plan is less than \$2,000, or not enough to provide an initial payment of at least \$20, 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) actual mortality experience and (b) the amount of our administration expenses.

We cannot predict the total amount of your variable income payments. Your variable income payments 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) the Annuitant could live longer or shorter than we expect based on the tables we use.

In calculating the amount of the periodic payments in the annuity tables in the Contract, we assumed an annual investment rate of 3%. If the actual net investment return of the Variable Sub-Accounts you choose is less than this assumed investment rate, 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 assumed investment rate. The dollar amount of the variable income payments stays level if the net investment return equals the assumed investment rate.

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

FIXED INCOME PAYMENTS

We guarantee income payment amounts derived from any Fixed Account Option for the duration of the Income Plan. We calculate the fixed income payments by:

1. adjusting the portion of the Contract Value in any Fixed Account Option on the Payout Start Date by any applicable Market Value Adjustment;
2. deducting any applicable premium tax; and

22 PROSPECTUS

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3. applying the resulting amount to the greater of (a) the appropriate value from the income payment table in your Contract or (b) such other value as we are offering at that time.

We may defer making fixed income payments for a period of up to 6 months or any 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.

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 to be 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 purchase of a Contract is appropriate.

DEATH BENEFITS

DEATH OF OWNER

If you die before the Payout Start Date, any surviving joint Contract Owner or, if none, the Beneficiary will be designated the new Contract Owner and will be entitled to the options described below. If the new Contract Owner previously was the Beneficiary, however, the new Contract Owner's options will be subject to any restrictions previously placed upon the Beneficiary.

The claim for death benefits must be submitted to us within 180 days of the relevant death in order to claim the standard or enhanced death benefit. If a complete claim is not submitted within 180 days of the relevant death, the claimant will receive the greater of Contract Value or the Settlement Value. (See "Death Proceeds" below).

1. If your spouse is the sole surviving Contract Owner or, in the absence of any surviving Contract Owner, is the sole Beneficiary:

- (a) Your spouse may elect to receive the Death Proceeds in a lump sum; or
- (b) Your spouse may elect to receive the Death Proceeds paid out under one of the Income Plans (described in "Income Payments" above) subject to the following conditions:

The Payout Start Date must be within one year of your date of death. Income payments must be payable:

- (i) over the life of your spouse; or
 - (ii) for a guaranteed number of payments from 5 to 50 years but not to exceed the life expectancy of your spouse; or
 - (iii) over the life of your spouse with a guaranteed number of payments from 5 to 30 years but not to exceed the life expectancy of your spouse.
- (c) If your spouse does not elect one of these options, the Contract will continue in the Accumulation Phase as if the death had not occurred. If the Contract is continued in the Accumulation Phase, the following conditions apply:

The Contract Value of the continued Contract will be the Death Proceeds. 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. The excess will be allocated in proportion to your Contract Value in those Sub-Accounts as of the end of the Valuation Period during which we receive the complete request for settlement of the Death Proceeds, except that any portion of this excess attributable to the Fixed Account Options will be allocated to the money market Variable Sub-Account. Within 30 days of the date the Contract is continued, your surviving spouse may choose one of the following transfer alternatives without incurring a transfer fee:

- (i) transfer all or a portion of the excess among the Variable Sub-accounts;
- (ii) transfer all or a portion of the excess into the Guaranteed Maturity Fixed Account and begin a new Guarantee Period; or
- (iii) transfer all or a portion of the excess into a combination of Variable Sub-accounts and the Guaranteed Maturity Fixed Account.

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 the Contract.

The surviving spouse may make a single withdrawal of any amount within one year of the date of your death without incurring a Withdrawal Charge or Market Value Adjustment.

Prior to the Payout Start Date, the Death Benefit of the continued Contract will be as defined in the Death Benefit provision.

Only one spousal continuation is allowed under the Contract.

2. If the new Contract Owner is not your spouse but is a living person:

- (a) The new Contract Owner may elect to receive the Death Proceeds in a lump sum; or
- (b) The new Contract Owner may elect to receive the Death Proceeds paid out under one of the Income Plans (described in “Income Payments” above) subject to the following conditions:

The Payout Start Date must be within one year of your date of death. Income Payments must be payable:

- (i) over the life of the new Contract Owner; or
 - (ii) for a guaranteed number of payments from 5 to 50 years but not to exceed the life expectancy of the new Contract Owner; or
 - (iii) over the life of the new Contract Owner with a guaranteed number of payments from 5 to 30 years but not to exceed the life expectancy of the new Contract Owner.
- (c) If the new Contract Owner does not elect one of the options above, then the new Contract Owner must receive the Contract Value payable within 5 years of your date of death. On the date we receive the complete request for settlement of the Death Proceeds the Contract Value will be the Death Proceeds. Unless otherwise instructed by the new Contract Owner, the excess, if any, of the Death Proceeds over the Contract Value will be allocated to the money market Variable Sub-Account. Henceforth, the new Contract Owner may make transfers (as described in “Transfers During the Payout Phase” above) during this 5 year period.

24 PROSPECTUS

The new Contract Owner may not make additional purchase payments to the Contract under this election. Withdrawal Charges will be waived for any withdrawals made during this 5 year period.

We reserve the right to offer additional options upon the death of the Contract Owner.

If the new Contract Owner dies prior to the complete liquidation of the Contract Value, then the new Contract Owner's named Beneficiary(ies) will receive the greater of the Settlement Value or the remaining Contract Value. This amount must be liquidated as a lump sum within 5 years of the date of the original Contract Owner's death.

3. If the new Contract Owner is a corporation or other type of non-living person:

- (a) The new Contract Owner may elect to receive the Death Proceeds in a lump sum; or
- (b) If the new Contract Owner does not elect the option above, then the new Contract Owner must receive the Contract Value payable within 5 years of your date of death. On the date we receive the complete request for settlement of the Death Proceeds, the Contract Value under this option will be the Death Proceeds. Unless otherwise instructed by the new Contract Owner, the excess, if any, of the Death Proceeds over the Contract Value will be allocated to the money market Variable Sub-Account. Henceforth, the new Contract Owner may make transfers (as described in "Transfers During the Payout Phase" above) during this 5 year period.

The new Contract Owner may not make additional purchase payments to the Contract under this election. Withdrawal Charges will be waived during this 5 year period.

We reserve the right to make additional options available to the new Contract Owner upon the death of the Contract Owner.

If any new Contract Owner is a non-living person, all new Contract Owners will be considered to be non-living persons for purposes of these provisions

Under any of these options, all ownership rights, subject to any restrictions previously placed upon the Beneficiary, are available to the new Contract Owner from the date of your death to the date on which the Death Proceeds are paid.

DEATH OF ANNUITANT

If the Annuitant who is not also the Contract Owner dies prior to the Payout Start Date, the following apply:

1. If the Contract Owner is a living person, then the Contract will continue with a new Annuitant, who will be:

- (a) the youngest Contract Owner; otherwise
- (b) the youngest Beneficiary.

You may change the Annuitant before the Payout Start Date.

2. If the Contract Owner is a non-living person:

- (a) The Contract Owner may elect to receive the Death Proceeds in a lump sum; or
- (b) If the Contract Owner does not elect the option above, then the Contract Owner must receive the Contract Value payable within 5 years of the Annuitant's date of death. On the date we receive the complete request for settlement of the Death Proceeds, the Contract Value under this option will be the Death Proceeds. Unless otherwise instructed by the Contract Owner, the excess, if any, of the Death Proceeds over the Contract Value will be allocated to the money market Variable Sub-Account. Henceforth, the Contract Owner may make transfers (as described in "Transfers During the Payout Phase" above) during this 5 year period.

The new Contract Owner may not make additional purchase payments to the Contract under this election. Withdrawal Charges will be waived during this 5 year period.

We reserve the right to make additional options available to the Contract Owner upon the death of the Annuitant.

Under any of these options, all ownership rights are available to the non-living Contract Owner from the date of the Annuitant's death to the date on which the Death Proceeds are paid.

DUE PROOF OF DEATH

A claim for a distribution on death must include Due Proof of Death. We will accept the following documentation as "Due Proof of Death":

- a certified copy of a 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 BENEFIT PAYMENTS

DEATH PROCEEDS

If we receive a complete request for settlement of the Death Proceeds within 180 days of the date of your death, the Death Proceeds are equal to the applicable death benefit described below. Otherwise, the Death Proceeds are equal to the greater of the Contract Value or the Settlement Value.

We reserve the right to extend, on a non-discriminatory basis, the 180-day period in which the Death Proceeds will equal the applicable death benefit as described above.

This right applies only for the purposes of determining the amount payable as Death Proceeds and in no way restricts when a claim may be filed.

DEATH BENEFIT AMOUNT

Prior to the Payout Start Date, the death benefit is equal to the greatest of:

25 PROSPECTUS

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1. the Contract Value as of the date we determine the value of the death benefit, or
 2. the SETTLEMENT VALUE (that is, the amount payable on a full withdrawal of Contract Value) on the date we determine the value of the death benefit, or
 3. the Contract Value on each DEATH BENEFIT ANNIVERSARY prior to the date we determine the death benefit, increased by purchase payments made since that Death Benefit Anniversary and reduced by an adjustment for any partial withdrawals since that Death Benefit Anniversary.

In calculating the Settlement Value, the amount in each individual Guarantee Period may be subject to a Market Value Adjustment. A Market Value Adjustment will apply to amounts in a Guarantee Period, unless we calculate the Settlement Value during the 30-day period after the expiration of the Guarantee Period. Also, the Settlement Value will reflect the deduction of any applicable withdrawal charges, contract maintenance charges, and premium taxes. Contract maintenance charges will be pro rated for the part of the Contract Year elapsed as of the date we determine the Settlement Value, unless your Contract qualifies for a waiver of such charges described in the "Contract Maintenance Charge" section above.

A "Death Benefit Anniversary" is every seventh Contract Anniversary beginning with the Issue Date. For example, the Issue Date, 7th and 14th Contract Anniversaries are the first 3 Death Benefit Anniversaries. The partial withdrawal adjustment is equal to (a) divided by (b), with the result multiplied by (c), where:

- (a) = is the withdrawal amount;
- (b) = is the Contract Value immediately prior to the withdrawal; and
- (c) = is the Contract Value on the Death Benefit Anniversary adjusted by any prior purchase payments or withdrawals made since that Anniversary.

We will determine the value of the death benefit as of the end of the Valuation Date on which we receive a complete request for payment of the death benefit. If we receive a request after 3 p.m. Central Time on a Valuation Date, we will process the request as of the end of the following Valuation Date.

ENHANCED DEATH BENEFIT RIDER

For Contracts with the Enhanced Death Benefit Rider, the death benefit will be the greatest of (1) through (3) above, or (4) the value of the Enhanced Death Benefit Rider, which is the greatest of the ANNIVERSARY VALUES as of the date we determine the death benefit. The "Anniversary Value" is equal to the Contract Value on a Contract Anniversary, increased by purchase payments made since that Anniversary and reduced by an adjustment for any partial withdrawals since that Anniversary.

The adjustment is equal to (a) divided by (b), and the result multiplied by (c) where:

- (a) is the withdrawal amount,
- (b) is the Contract Value immediately prior to the withdrawal, and
- (c) is the Contract Value on that Contract Anniversary adjusted by any prior purchase payments and withdrawals since that Contract Anniversary.

We will calculate Anniversary Values for each Contract Anniversary prior to the oldest Contract Owner's or the Annuitant's, if the Contract Owner is not a natural person, 80th birthday. The Enhanced Death Benefit Rider will never be greater than the maximum death benefit allowed by any state non-forfeiture laws that govern the Contract.

MORE INFORMATION

ALLSTATE LIFE

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. Prior to January 1, 2005, Glenbrook Life and Annuity Company (“Glenbrook Life”) issued the Contract. Effective January 1, 2005, Glenbrook Life merged with Allstate Life (“Merger”). On the date of the Merger, Allstate Life acquired from Glenbrook Life all of Glenbrook Life’s assets and became directly liable for Glenbrook Life’s liabilities and obligations with respect to all contracts issued by Glenbrook Life. 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.

THE VARIABLE ACCOUNT

Allstate Life established the Allstate Financial Advisors Separate Account I in 1999. The Contracts were previously issued through the Glenbrook Life Multi-Manager Variable Account. Effective January 1, 2005, Glenbrook Life Multi-Manager Variable Account and Glenbrook Life and Annuity Company Separate Account A combined with Allstate Financial Advisors Separate Account I 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 Variable 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 Portfolio. 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. ALFS, Inc., (“ALFS”) located at 3100 Sanders Road, Northbrook, IL 60062-7154, serves as principal underwriter and distributor of the Contracts. ALFS is a wholly owned subsidiary of Allstate Life Insurance Company. ALFS is a registered broker dealer under the Securities and Exchange Act of 1934, as amended (“EXCHANGE ACT”), and is a member of the NASD.

27 PROSPECTUS

We will pay commissions to broker-dealers who sell the contracts. Commissions paid may vary, but we estimate that the total commissions paid on all Contract sales will not exceed 8% of all purchase payments. These commissions are intended to cover distribution expenses. Sometimes, we also pay the broker-dealer a persistency bonus in addition to the standard commissions. A persistency bonus is not expected to exceed 0.25%, on an annual basis, of the Contract Values considered in connection with the bonus. In some states, Contracts may be sold by representatives or employees of banks which may be acting as broker-dealers without separate registration under the Exchange Act pursuant to legal and regulatory exceptions.

Allstate Life does not pay ALFS a commission for distribution of the Contracts. The underwriting agreement with ALFS provides that we will reimburse ALFS for any liability to Contract Owners arising out of services rendered or Contracts issued.

ADMINISTRATION. We have primary responsibility for all administration of the Contracts and the Variable Account.

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 and transaction confirmations at least annually. 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. 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 reserve the right to 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.

NON-QUALIFIED 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 state insurance law pertaining to the Contracts, including the validity of the Contracts and Allstate Life's right to issue such Contracts under state insurance law, have been passed upon by Michael J. Velotta, General Counsel of Allstate Life.

TAXES

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 surviving Contract Owner. Since the trust will be the surviving Contract Owner in all cases, the Death Benefit will be payable to the trust notwithstanding any beneficiary designation on the annuity contract. A trust, 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.

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.

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 full withdrawal, or
- if distributed under an Income Plan, the amounts are taxed in the same manner as annuity payments.

29 PROSPECTUS

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 a ruling that permits partial exchanges of annuity contracts. Under this ruling, if you take a withdrawal from a receiving or relinquishing annuity contract within 24 months of the partial exchange, then special aggregation rules apply for purposes of determining the taxable amount of a distribution. The IRS has issued limited guidance on how to aggregate and report these distributions. The IRS is expected to provide further guidance; as a result, it is possible that the amount we calculate and report to the IRS as taxable could be different.

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, 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, Section 1441 of the Code 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. 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 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.

30 PROSPECTUS

TAX QUALIFIED CONTRACTS

The income on tax sheltered annuity (TSA) and IRA investments is tax deferred, and the income on variable 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 a variable annuity as a TSA or IRA. Tax Qualified Contracts are contracts purchased as investments as:

- Individual Retirement Annuities (IRAs) under Section 408(b) of the Code;
- Roth IRAs under Section 408A of the Code;
- Simplified Employee Pension (SEP IRA) under Section 408(k) of the Code;
- Savings Incentive Match Plans for Employees (SIMPLE IRA) under Section 408(p) of the Code; and
- Tax Sheltered Annuities under Section 403(b) of the Code.

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.

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 retirement plan.

In the case of certain qualified plans, the terms of 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 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. All tax reporting of distributions from Roth IRAs will indicate that the taxable amount is not determined.

REQUIRED MINIMUM DISTRIBUTIONS. Generally, IRAs (excluding Roth IRAs) and TSAs 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. 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.

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 403(b) 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:

31 PROSPECTUS

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- 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), and
 - made for a first time home purchase (up to a \$10,000 lifetime limit and applies only for IRAs).

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, 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 employer sponsored retirement plans, 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.

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, Section 1441 of the Code 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. 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 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.

INDIVIDUAL RETIREMENT ANNUITIES. Section 408 of the Code 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 plans may be "rolled over" on a tax-deferred basis into an Individual Retirement Annuity.

ROTH INDIVIDUAL RETIREMENT ANNUITIES. Section 408A of the Code permits eligible individuals to make nondeductible contributions to an individual retirement program known as a Roth Individual Retirement Annuity.

32 PROSPECTUS

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. The income portion of a conversion or rollover distribution is taxable currently, but is exempted from the 10% penalty tax on premature distributions.

ANNUITIES HELD BY INDIVIDUAL RETIREMENT ACCOUNTS Code Section 408 permits a custodian or trustee of an Individual Retirement Account to purchase an annuity as an investment of the 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. The death benefit of an annuity held in an Individual Retirement Account must be paid upon the death of the annuitant.

SIMPLIFIED EMPLOYEE PENSION IRA. Section 408(k) of the Code 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). Section 408(p) of the Code allow 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.

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. Section 403(b) of the Code 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 Employee Retirement Income Security Act of 1974 (ERISA) funds in 403(b) contracts.

ANNUAL REPORTS AND OTHER DOCUMENTS

Allstate Life's annual report on Form 10-K for the year ended December 31, 2003 and its Form 10-Q reports for the quarters ended March 31, 2004, June 30, 2004, and September 30, 2004 are incorporated herein by reference which means that they are legally a part of this prospectus.

After the date of this prospectus and before we terminate the offering of the securities under this prospectus, all documents or reports we file with the SEC under the Exchange Act are also incorporated herein by reference, which means that they also legally become 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 and quarterly reports on Form 10-K and Form 10-Q 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 450 Fifth Street, N.W., Washington, D.C. 20549. 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 2940 S. 84TH STREET, LINCOLN, NE 68506-4142 (telephone:

1-800-755-5275).

APPENDIX A

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT SINCE CONTRACTS WERE FIRST OFFERED*

BASIC POLICY

For the Years Beginning January 1 and Ending December 31,**	1998	1999	2000	2001	2002
AIM V.I. CAPITAL APPRECIATION SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.000	\$ 30.700	\$ 17.628	\$ 15.496	\$ 11.728
Accumulation Unit Value, End of Period	\$ 30.700	\$ 17.628	\$ 15.496	\$ 11.728	\$ 8.752
Number of Units Outstanding, End of Period	6,547	7,877	8,541	7,986	6,534
AIM V.I. CORE EQUITY SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.000	\$ 12.897	\$ 17.081	\$ 14.400	\$ 10.962
Accumulation Unit Value, End of Period	\$ 12.897	\$ 17.081	\$ 14.400	\$ 10.962	\$ 9.130
Number of Units Outstanding, End of Period	52,358	21,097	24,225	12,309	8,055
AIM V.I. DIVERSIFIED INCOME SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.000	\$ 10.131	\$ 9.802	\$ 9.739	\$ 9.953
Accumulation Unit Value, End of Period	\$ 10.131	\$ 9.802	\$ 9.739	\$ 9.953	\$ 10.045
Number of Units Outstanding, End of Period	9,663	13,500	9,544	2,903	2,413
AIM V.I. GLOBAL UTILITIES SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	\$ 10.000	\$ 11.444	\$ 15.079	\$ 14.539	\$ 10.337
Accumulation Unit Value, End of Period	\$ 11.444	\$ 15.079	\$ 14.539	\$ 10.337	\$ 7.594
Number of Units Outstanding, End of Period	0	0	1,656	1,657	1,657
AIM V.I. GOVERNMENT SECURITIES SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.000	\$ 10.868	\$ 10.290	\$ 11.181	\$ 11.738
Accumulation Unit Value, End of Period	\$ 10.868	\$ 10.290	\$ 11.181	\$ 11.738	\$ 12.692
Number of Units Outstanding, End of Period	692	719	15,350	478	1,372
AIM V.I. GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.000	\$ 13.490	\$ 17.988	\$ 14.120	\$ 9.209
Accumulation Unit Value, End of Period	\$ 13.490	\$ 17.988	\$ 14.120	\$ 9.209	\$ 6.272
Number of Units Outstanding, End of Period	15,902	14,265	13,585	14,671	6,205
AIM V.I. INTERNATIONAL GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.000	\$ 11.445	\$ 17.507	\$ 12.713	\$ 9,590
Accumulation Unit Value, End of Period	\$ 11.445	\$ 17.507	\$ 12.713	\$ 9,590	\$ 7,798
Number of Units Outstanding, End of Period	1,491	1,207	1,206	1,206	1,205
AIM V.I. PREMIER EQUITY SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.000	\$ 13.299	\$ 17.043	\$ 14.353	\$ 12.380
Accumulation Unit Value, End of Period	\$ 13.299	\$ 17.043	\$ 14.353	\$ 12.380	\$ 8.519
Number of Units Outstanding, End of Period	34,858	34,854	32,778	22,769	17,392
AIM V.I. UTILITIES SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	—	—	—	—
Accumulation Unit Value, End of Period	—	—	—	—	—
Number of Units Outstanding, End of Period	—	—	—	—	—
AMERICAN CENTURY VP BALANCED SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.618	\$ 12.116	\$ 13.142	\$ 12.611	\$ 11.988
Accumulation Unit Value, End of Period	\$ 12.116	\$ 13.142	\$ 12.611	\$ 11.988	\$ 10.746
Number of Units Outstanding, End of Period	9,621	10,484	10,810	9,085	2,195
AMERICAN CENTURY VP INTERNATIONAL SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.025	\$ 11.752	\$ 19.020	\$ 15.609	\$ 10.906
Accumulation Unit Value, End of Period	\$ 11.734	\$ 19.020	\$ 15.609	\$ 10.906	\$ 8.568
Number of Units Outstanding, End of Period	344	371	370	379	386
DREYFUS SOCIALLY RESPONSIBLE GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.813	\$ 13.265	\$ 17.649	\$ 15.472	\$ 11.859
Accumulation Unit Value, End of Period	\$ 13.265	\$ 17.649	\$ 15.472	\$ 11.859	\$ 8.313
Number of Units Outstanding, End of Period	4,726	3,528	6,596	4,051	3,554

DREYFUS STOCK INDEX SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.000	\$ 12.819	\$ 15.237	\$ 13.626	\$ 11.839
Accumulation Unit Value, End of Period	\$ 12.819	\$ 15.237	\$ 13.626	\$ 11.839	\$ 9.068
Number of Units Outstanding, End of Period	39,205	80,779	77,360	28,373	26,929
DREYFUS VIF GROWTH AND INCOME SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.000	\$ 11.656	\$ 13.601	\$ 12.900	\$ 12.025
Accumulation Unit Value, End of Period	\$ 11.656	\$ 13.601	\$ 12.900	\$ 12.025	\$ 8.858
Number of Units Outstanding, End of Period	15,709	18,597	16,850	2,648	1,949
DREYFUS VIF MONEY MARKET SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.000	\$ 10.566	\$ 10.909	\$ 11.402	\$ 11.723
Accumulation Unit Value, End of Period	\$ 10.566	\$ 10.909	\$ 11.402	\$ 11.732	\$ 11.745
Number of Units Outstanding, End of Period	750	40,342	2,062	9,333	4,588
DREYFUS VIF SMALL COMPANY STOCK SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.000	\$ 10.343	\$ 11.275	\$ 12.061	\$ 11.757
Accumulation Unit Value, End of Period	\$ 10.343	\$ 11.275	\$ 12.061	\$ 11.757	\$ 9.314
Number of Units Outstanding, End of Period	710	5,754	2,477	613	529
FIDELITY VIP CONTRAFUND/(R)/ SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.000	\$ 14.184	\$ 17.370	\$ 15.987	\$ 13.889
Accumulation Unit Value, End of Period	\$ 14.184	\$ 17.370	\$ 15.987	\$ 13.889	\$ 12.422
Number of Units Outstanding, End of Period	9,350	14,873	17,120	7,894	7,891
FIDELITY VIP EQUITY - INCOME SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.000	\$ 11.259	\$ 11.799	\$ 12.610	\$ 11.858
Accumulation Unit Value, End of Period	\$ 11.259	\$ 11.799	\$ 12.610	\$ 11.858	\$ 9.716
Number of Units Outstanding, End of Period	40,266	70,192	67,206	16,719	14,198
FIDELITY VIP GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.000	\$ 14.691	\$ 19.899	\$ 17.461	\$ 17.461
Accumulation Unit Value, End of Period	\$ 14.691	\$ 19.899	\$ 17.461	\$ 14.235	\$ 9.816
Number of Units Outstanding, End of Period	6,361	11,241	14,641	5,421	5,382
FIDELITY VIP HIGH INCOME SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.000	\$ 10.164	\$ 10.834	\$ 8.280	\$ 7.235
Accumulation Unit Value, End of Period	\$ 10.164	\$ 10.834	\$ 8.280	\$ 7.235	\$ 7.384
Number of Units Outstanding, End of Period	5,530	27,471	18,857	1,096	410
MFS EMERGING GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.000	\$ 14.544	\$ 25.331	\$ 20.073	\$ 13.217
Accumulation Unit Value, End of Period	\$ 14.544	\$ 25.331	\$ 20.073	\$ 13.217	\$ 8.638
Number of Units Outstanding, End of Period	4,972	10,929	14,285	6,297	6,255
MFS LIMITED MATURITY SUB-ACCOUNT/(//2//)					
Accumulation Unit Value, Beginning of Period	\$ 10.000	\$ 10.273	\$ 10.753	—	—
Accumulation Unit Value, End of Period	\$ 10.273	\$ 10.753	\$ 11.237	—	—
Number of Units Outstanding, End of Period	1,014	5,857	4,938	—	—

For the Years Beginning January 1 and Ending December 31,**

	2003	2004
AIM V.I. CAPITAL APPRECIATION SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 8.752	\$ 11.184
Accumulation Unit Value, End of Period	\$ 11.184	\$ 10.728
Number of Units Outstanding, End of Period	6,285	3,532
AIM V.I. CORE EQUITY SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 9.130	\$ 11.207
Accumulation Unit Value, End of Period	\$ 11.207	\$ 11.248
Number of Units Outstanding, End of Period	7,492	3,541
AIM V.I. DIVERSIFIED INCOME SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 10.045	\$ 10.826
Accumulation Unit Value, End of Period	\$ 10.826	\$ 11.118
Number of Units Outstanding, End of Period	1,280	500

AIM V.I. GLOBAL UTILITIES SUB-ACCOUNT/(1)/

Accumulation Unit Value, Beginning of Period	\$ 7,594	\$ 8,919
Accumulation Unit Value, End of Period	\$ 8,919	\$ 8,959
Number of Units Outstanding, End of Period	1,657	0

AIM V.I. GOVERNMENT SECURITIES SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 12,692	\$ 12,655
Accumulation Unit Value, End of Period	\$ 12,655	\$ 12,774
Number of Units Outstanding, End of Period	1,322	143

AIM V.I. GROWTH SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 6,272	\$ 8,121
Accumulation Unit Value, End of Period	\$ 8,121	\$ 7,866
Number of Units Outstanding, End of Period	6,415	4,345

AIM V.I. INTERNATIONAL GROWTH SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 7,798	\$ 10,159
Accumulation Unit Value, End of Period	\$ 10,159	\$ 10,834
Number of Units Outstanding, End of Period	1,374	1,373

AIM V.I. PREMIER EQUITY SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 8,519	\$ 10,512
Accumulation Unit Value, End of Period	\$ 10,512	10,144
Number of Units Outstanding, End of Period	16,239	10,726

AIM V.I. UTILITIES SUB-ACCOUNT/(1)/

Accumulation Unit Value, Beginning of Period	—	\$ 10,000
Accumulation Unit Value, End of Period	—	10,887
Number of Units Outstanding, End of Period	—	1,483

AMERICAN CENTURY VP BALANCED SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 10,746	\$ 12,665
Accumulation Unit Value, End of Period	\$ 12,665	\$ 12,931
Number of Units Outstanding, End of Period	2,193	2,191

AMERICAN CENTURY VP INTERNATIONAL SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 8,568	\$ 10,525
Accumulation Unit Value, End of Period	\$ 10,525	\$ 10,507
Number of Units Outstanding, End of Period	335	95

DREYFUS SOCIALLY RESPONSIBLE GROWTH SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 8,313	\$ 10,355
Accumulation Unit Value, End of Period	\$ 10,355	\$ 9,982
Number of Units Outstanding, End of Period	3,554	3,554

DREYFUS STOCK INDEX SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 9,068	\$ 11,484
Accumulation Unit Value, End of Period	\$ 11,484	\$ 11,482
Number of Units Outstanding, End of Period	24,898	18,678

DREYFUS VIF GROWTH AND INCOME SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 8,858	\$ 11,062
Accumulation Unit Value, End of Period	\$ 11,062	\$ 10,729
Number of Units Outstanding, End of Period	2,317	2,051

DREYFUS VIF MONEY MARKET SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 11,745	\$ 11,668
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Accumulation Unit Value, End of Period	\$ 11.668	\$ 11.607
Number of Units Outstanding, End of Period	3,838	3,428
DREYFUS VIF SMALL COMPANY STOCK SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 9.314	\$ 13.134
Accumulation Unit Value, End of Period	\$ 13.134	\$ 13.852
Number of Units Outstanding, End of Period	515	514
FIDELITY VIP CONTRAFUND/(R)/ SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 12.422	\$ 15.744
Accumulation Unit Value, End of Period	\$ 15.744	\$ 16.483
Number of Units Outstanding, End of Period	7,766	10,224

FIDELITY VIP EQUITY - INCOME SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 9.716	\$ 12.494
Accumulation Unit Value, End of Period	\$ 12.494	\$ 12.625
Number of Units Outstanding, End of Period	13,119	14,212

FIDELITY VIP GROWTH SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 9.816	\$ 12.866
Accumulation Unit Value, End of Period	\$ 12.866	\$ 12.138
Number of Units Outstanding, End of Period	4,434	2,845

FIDELITY VIP HIGH INCOME SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 7.384	\$ 9.271
Accumulation Unit Value, End of Period	\$ 9.271	\$ 9.613
Number of Units Outstanding, End of Period	236	235

MFS EMERGING GROWTH SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 8.638	\$ 11.098
Accumulation Unit Value, End of Period	\$ 11.098	\$ 10.866
Number of Units Outstanding, End of Period	6,100	4,359

MFS LIMITED MATURITY SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	—	—
Accumulation Unit Value, End of Period	—	—
Number of Units Outstanding, End of Period	—	—

* The AIM Variable Sub-Accounts, as well as the Fidelity Equity Income and Dreyfus Stock Index Variable Sub-Accounts, commenced operations on January 26, 1998. The other Variable Sub-Accounts commenced operation on June 17, 1997, but had no material operations for the year ended December 31, 1997. The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 1.25% and an administrative expense charge of 0.10%.

** The Accumulation Unit information shown for 2004 is for the period beginning January 1 and ending September 30.

(1) Effective April 30, 2004, AIM VI. Global Utilities Fund - Series I was merged into INVESCO VIF-Utilities Fund - Series I. Effective October 15, 2004, INVESCO VIF-Utilities Fund - Series I changed its name to AIM V.I. Utilities Fund - Series I. We have made a corresponding change in the name of the Variable Sub-Account that invests in that Portfolio.

(2) No longer available under the Contracts.

**ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT
SINCE CONTRACTS WERE FIRST OFFERED***

BASIC POLICY PLUS ENHANCED DEATH BENEFIT RIDER

For the Years Beginning January 1 and Ending December 31,**	1998	1999	2000	2001	2002
AIM V.I. CAPITAL APPRECIATION SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.000	\$ 12.344	\$ 17.594	\$ 15.450	\$ 11.682
Accumulation Unit Value, End of Period	\$ 12.344	\$ 17.594	\$ 15.450	\$ 11.682	\$ 8.709
Number of Units Outstanding, End of Period	5,197	13,896	14,129	10,572	9,006
AIM V.I. CORE EQUITY SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.000	\$ 12.897	\$ 17.081	\$ 14.400	\$ 9.173
Accumulation Unit Value, End of Period	\$ 12.897	\$ 17.081	\$ 14.400	\$ 9.173	\$ 9.085
Number of Units Outstanding, End of Period	0	21,097	24,225	14,671	33,045
AIM V.I. DIVERSIFIED INCOME SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.000	\$ 10.121	\$ 9.784	\$ 9.711	\$ 9.913
Accumulation Unit Value, End of Period	\$ 10.121	\$ 9.784	\$ 9.711	\$ 9.913	\$ 9.996
Number of Units Outstanding, End of Period	8,931	7,601	8,074	7,232	3,654
AIM V.I. GLOBAL UTILITIES SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	\$ 10.000	\$ 11.433	\$ 15.050	\$ 13.620	\$ 9.750
Accumulation Unit Value, End of Period	\$ 11.433	\$ 15.050	\$ 13.620	\$ 9.750	\$ 7.557
Number of Units Outstanding, End of Period	0	1,584	327	0	0
AIM V.I. GOVERNMENT SECURITIES SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.000	\$ 10.858	\$ 10.270	\$ 11.149	\$ 11.691
Accumulation Unit Value, End of Period	\$ 10.858	\$ 10.270	\$ 11.149	\$ 11.691	\$ 12.629
Number of Units Outstanding, End of Period	7,546	39,816	47,013	16,757	5,139
AIM V.I. GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.000	\$ 13.477	\$ 17.964	\$ 14.079	\$ 9.173
Accumulation Unit Value, End of Period	\$ 13.477	\$ 17.964	\$ 14.079	\$ 9.173	\$ 6.241
Number of Units Outstanding, End of Period	15,252	14,638	17,565	14,671	12,974
AIM V.I. INTERNATIONAL GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.000	\$ 11.434	\$ 17.474	\$ 12.676	\$ 9.590
Accumulation Unit Value, End of Period	\$ 11.434	\$ 17.474	\$ 12.676	\$ 9.590	\$ 7.939
Number of Units Outstanding, End of Period	5,403	4,967	977	1,206	1,066
AIM V.I. PREMIER EQUITY SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.000	\$ 13.287	\$ 17.011	\$ 14.311	\$ 12.332
Accumulation Unit Value, End of Period	\$ 13.287	\$ 17.011	\$ 14.311	\$ 12.332	\$ 8.477
Number of Units Outstanding, End of Period	52,510	64,070	65,919	57,074	40,856
AIM V.I. UTILITIES SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	—	—	—	—
Accumulation Unit Value, End of Period	—	—	—	—	—
Number of Units Outstanding, End of Period	—	—	—	—	—
AMERICAN CENTURY VP BALANCED SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.618	\$ 12.116	\$ 13.142	\$ 12.611	\$ 11.988
Accumulation Unit Value, End of Period	\$ 12.116	\$ 13.142	\$ 12.611	\$ 11.988	\$ 10.686
Number of Units Outstanding, End of Period	7,716	10,484	10,810	9,085	8,427
AMERICAN CENTURY VP INTERNATIONAL SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.025	\$ 11.734	\$ 18.972	\$ 15.544	\$ 10.856
Accumulation Unit Value, End of Period	\$ 11.734	\$ 18.972	\$ 15.554	\$ 10.856	\$ 8.520
Number of Units Outstanding, End of Period	5,196	5,546	11,548	11,365	8,232
DREYFUS SOCIALLY RESPONSIBLE GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.813	\$ 13.265	\$ 17.649	\$ 15.472	\$ 11.805
Accumulation Unit Value, End of Period	\$ 13.265	\$ 17.643	\$ 15.472	\$ 11.805	\$ 8.267
Number of Units Outstanding, End of Period	4,373	3,528	6,596	6,031	5,603

DREYFUS STOCK INDEX SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.000	\$ 12.819	\$ 15.237	\$ 13.626	\$ 11.792
Accumulation Unit Value, End of Period	\$ 12.819	\$ 15.237	\$ 13.626	\$ 11.792	\$ 9.024
Number of Units Outstanding, End of Period	86,935	80,779	77,360	66,841	43,298
DREYFUS VIF GROWTH AND INCOME SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.602	\$ 11.656	\$ 13.601	\$ 12.900	\$ 11.970
Accumulation Unit Value, End of Period	\$ 11.656	\$ 13.601	\$ 12.900	\$ 11.970	\$ 8.809
Number of Units Outstanding, End of Period	18,031	18,597	16,850	13,932	11,640
DREYFUS VIF MONEY MARKET SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.198	\$ 10.566	\$ 10.909	\$ 11.402	\$ 11.679
Accumulation Unit Value, End of Period	\$ 10.566	\$ 10.909	\$ 11.402	\$ 11.679	\$ 11.680
Number of Units Outstanding, End of Period	13,027	40,342	2,062	3,684	47,945
DREYFUS VIF SMALL COMPANY STOCK SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.161	\$ 10.343	\$ 11.275	\$ 12.061	\$ 11.704
Accumulation Unit Value, End of Period	\$ 10.343	\$ 11.275	\$ 12.061	\$ 11.704	\$ 9.262
Number of Units Outstanding, End of Period	5,753	5,754	2,477	2,227	2,227
FIDELITY VIP CONTRAFUND/(R)/ SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.071	\$ 14.184	\$ 17.370	\$ 15.987	\$ 13.826
Accumulation Unit Value, End of Period	\$ 14.184	\$ 17.370	\$ 15.987	\$ 13.826	\$ 12.353
Number of Units Outstanding, End of Period	11,838	14,873	17,120	13,544	11,445
FIDELITY VIP EQUITY - INCOME SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.000	\$ 11.259	\$ 11.799	\$ 12.610	\$ 11.811
Accumulation Unit Value, End of Period	\$ 11.259	\$ 11.799	\$ 12.610	\$ 11.811	\$ 9.669
Number of Units Outstanding, End of Period	76,050	70,192	67,206	57,665	40,187
FIDELITY VIP GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.685	\$ 14.691	\$ 19.899	\$ 17.461	\$ 14.170
Accumulation Unit Value, End of Period	\$ 14.691	\$ 19.899	\$ 17.461	\$ 14.170	\$ 9.762
Number of Units Outstanding, End of Period	8,947	11,241	14,641	12,263	11,143
FIDELITY VIP HIGH INCOME SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.779	\$ 10.164	\$ 10.834	\$ 8.280	\$ 7.202
Accumulation Unit Value, End of Period	\$ 10.164	\$ 10.834	\$ 8.280	\$ 7.202	\$ 7.343
Number of Units Outstanding, End of Period	28,509	27,471	18,857	14,048	8,990
MFS EMERGING GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.999	\$ 14.544	\$ 25.331	\$ 20.073	\$ 13.157
Accumulation Unit Value, End of Period	\$ 14.544	\$ 25.331	\$ 20.073	\$ 13.157	\$ 8.590
Number of Units Outstanding, End of Period	6,085	10,929	14,285	10,328	9,308
MFS LIMITED MATURITY SUB-ACCOUNT/(//2//)					
Accumulation Unit Value, Beginning of Period	\$ 10.269	\$ 10.273	\$ 10.753	—	—
Accumulation Unit Value, End of Period	\$ 10.273	\$ 10.753	\$ 11.237	—	—
Number of Units Outstanding, End of Period	3,996	5,857	4,938	—	—

For the Years Beginning January 1 and Ending December 31,**

	2003	2004
AIM V.I. CAPITAL APPRECIATION SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 8.709	\$ 11.118
Accumulation Unit Value, End of Period	\$ 11.118	\$ 10.657
Number of Units Outstanding, End of Period	4,854	3,677
AIM V.I. CORE EQUITY SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 9.095	\$ 11.141
Accumulation Unit Value, End of Period	\$ 11.141	\$ 11.173
Number of Units Outstanding, End of Period	27,360	10,942
AIM V.I. DIVERSIFIED INCOME SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 9.996	\$ 10.762
Accumulation Unit Value, End of Period	\$ 10.762	\$ 11.044
Number of Units Outstanding, End of Period	2,992	0

AIM V.I. GLOBAL UTILITIES SUB-ACCOUNT/(1)/

Accumulation Unit Value, Beginning of Period	\$ 7.557	\$ 8.866
Accumulation Unit Value, End of Period	\$ 8.866	\$ 8.903
Number of Units Outstanding, End of Period	0	0

AIM V.I. GOVERNMENT SECURITIES SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 12.629	\$ 12.581
Accumulation Unit Value, End of Period	\$ 12.581	\$ 12.689
Number of Units Outstanding, End of Period	3,458	661

AIM V.I. GROWTH SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 6.241	\$ 8.073
Accumulation Unit Value, End of Period	\$ 8.073	\$ 7.813
Number of Units Outstanding, End of Period	8,745	4,038

AIM V.I. INTERNATIONAL GROWTH SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 7.939	\$ 10.099
Accumulation Unit Value, End of Period	\$ 10.099	\$ 10.762
Number of Units Outstanding, End of Period	1,825	1,759

AIM V.I. PREMIER EQUITY SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 8.477	\$ 10.450
Accumulation Unit Value, End of Period	\$ 10.450	\$ 10.077
Number of Units Outstanding, End of Period	37,577	23,576

AIM V.I. UTILITIES SUB-ACCOUNT/(1)/

Accumulation Unit Value, Beginning of Period	—	\$ 10.000
Accumulation Unit Value, End of Period	—	\$ 10.883
Number of Units Outstanding, End of Period	—	0

AMERICAN CENTURY VP BALANCED SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 10.686	\$ 12.582
Accumulation Unit Value, End of Period	\$ 12.582	\$ 12.582
Number of Units Outstanding, End of Period	4,520	3,813

AMERICAN CENTURY VP INTERNATIONAL SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 8.520	\$ 10.456
Accumulation Unit Value, End of Period	\$ 10.456	\$ 10.431
Number of Units Outstanding, End of Period	8,232	5,202

DREYFUS SOCIALLY RESPONSIBLE GROWTH SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 8.267	\$ 10.267
Accumulation Unit Value, End of Period	\$ 10.267	\$ 9.910
Number of Units Outstanding, End of Period	5,112	3,007

DREYFUS STOCK INDEX SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 9.024	\$ 11.416
Accumulation Unit Value, End of Period	\$ 11.416	\$ 11.406
Number of Units Outstanding, End of Period	33,712	15,998

DREYFUS VIF GROWTH AND INCOME SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 8.809	\$ 10.990
Accumulation Unit Value, End of Period	\$ 10.990	\$ 10.651
Number of Units Outstanding, End of Period	9,230	7,144

DREYFUS VIF MONEY MARKET SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 11.680	\$ 11.592
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Accumulation Unit Value, End of Period	\$ 11.592	\$ 11.523
Number of Units Outstanding, End of Period	5,479	1,474
DREYFUS VIF SMALL COMPANY STOCK SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 9.262	\$ 13.049
Accumulation Unit Value, End of Period	\$ 13.049	\$ 13.752
Number of Units Outstanding, End of Period	2,894	2,843
FIDELITY VIP CONTRAFUND/(R)/ SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 12.353	\$ 15.641
Accumulation Unit Value, End of Period	\$ 15.641	\$ 16.364
Number of Units Outstanding, End of Period	12,104	8,777

41 PROSPECTUS

FIDELITY VIP EQUITY - INCOME SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 9.669	\$ 12.420
Accumulation Unit Value, End of Period	\$ 12.420	\$ 12.541
Number of Units Outstanding, End of Period	36,380	20,151

FIDELITY VIP GROWTH SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 9.762	\$ 12.782
Accumulation Unit Value, End of Period	\$ 12.782	\$ 12.050
Number of Units Outstanding, End of Period	10,840	2,795

FIDELITY VIP HIGH INCOME SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 7.343	\$ 9.211
Accumulation Unit Value, End of Period	\$ 9.211	v9.543
Number of Units Outstanding, End of Period	7.262	1,215

MFS EMERGING GROWTH SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 8.590	\$ 11.026
Accumulation Unit Value, End of Period	\$ 11.026	\$ 10.787
Number of Units Outstanding, End of Period	5,167	3,181

MFS LIMITED MATURITY SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	—	—
Accumulation Unit Value, End of Period	—	—
Number of Units Outstanding, End of Period	—	—

* The AIM Variable Sub-Accounts, as well as the Fidelity Equity Income and Dreyfus Stock Index Variable Sub-Accounts, commenced operations on January 26, 1998. The other Variable Sub-Accounts commenced operation on June 17, 1997, but had no material operations for the year ended December 31, 1997. The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 1.35% and an administrative expense charge of 0.10%.

** The Accumulation Unit information shown for 2004 is for the period beginning January 1 and ending September 30.

(1) Effective April 30, 2004, AIM VI. Global Utilities Fund - Series I was merged into INVESCO VIF-Utilities Fund - Series I. Effective October 15, 2004, INVESCO VIF-Utilities Fund - Series I changed its name to AIM V.I. Utilities Fund - Series I. We have made a corresponding change in the name of the Variable Sub-Account that invests in that Portfolio.

(2) No longer available under the Contracts.

APPENDIX B

MARKET VALUE ADJUSTMENT EXAMPLE

The Market Value Adjustment is based on the following:

I = the Treasury Rate for a maturity equal to the Guarantee Period for the week preceding the establishment of the Guarantee Period.

N = the number of whole and partial years from the date we receive the withdrawal, transfer, or death benefit request, or from the Payout Start Date to the end of the Guarantee Period.

J = the Treasury Rate for a maturity equal to the Guarantee Period for the week preceding the receipt of the withdrawal, transfer, death benefit, or income payment request. If a Note with a maturity of the original Guarantee Period is not available, we determine an appropriate interest rate based on an interpolation of the next shortest duration and next longest duration Notes.

Treasury Rate means the U.S. Treasury Note Constant Maturity yield as reported in Federal Reserve Bulletin Release H.15.

* If a U.S. Treasury Note ("Note") with a maturity of the Guarantee Period is not available, we will determine an appropriate interest rate based on an interpolation of the next shortest duration and next longest duration Notes.

The Market Value Adjustment factor is determined from the following formula:

$$.9 X [I - (J + .0025)] X N$$

To determine the Market Value Adjustment, we will multiply the Market Value Adjustment factor by the amount transferred, withdrawn (in excess of the Free Withdrawal Amount), paid as a death benefit, or applied to an Income Plan from a Guarantee Period at any time other than during the 30 day period after such Guarantee Period expires.

EXAMPLES OF MARKET VALUE ADJUSTMENT

Purchase Payment: \$10,000 allocated to a Guarantee Period

Guarantee Period: 5 years

Interest Rate: 4.50%

Full Surrender: End of Contract Year 3

NOTE: These examples assume that premium taxes are not applicable.

Example 1 (Assumes declining 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: $.15 \times (\$10,000.00) = \$1,500.00$

Step 3. Calculate the Withdrawal Charge: $I = 4.5\%$

$J = 4.2\%$

Step 4. Calculate the Market Value Adjustment:
$$N = \frac{730 \text{ days}}{365 \text{ days}} = 2$$

Market Value Adjustment Factor: $.9 \times [I - (J + .0025)] \times N = .9 \times [.045 - (.042 + .0025)] \times 2 = .0009$

Market Value Adjustment = Market Value Adjustment Factor X Amount Subject to Market Value Adjustment:
 $= .0009 \times (\$11,411.66 - \$1,500.00) = \$8.92$

Step 5. Calculate the amount received by a Contract Owner as a result of full withdrawal at $\$11,411.66 + \$8.92 = \$11,420.58$

the end of Contract Year 3:

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: $.15 \times (\$10,000.00) = \$1,500.00$

Step 3. Calculate the Withdrawal Charge: $I = 4.5\%$

$J = 4.8\%$

Step 4. Calculate the Market Value Adjustment:

$$N = \frac{730 \text{ days}}{365 \text{ days}} = 2$$

$$\begin{aligned} \text{Market Value Adjustment Factor: } &.9 \times [I - (J \\ &+ .0025)] \times N = .9 \times [.045 - (.048 + .0025)] \\ \times 2 &= -.0099 \end{aligned}$$

Market Value Adjustment = Market Value
Adjustment Factor X Amount Subject to Market
Value Adjustment:

$$= -.0099 \times (\$11,411.66 - \$1,500.00) = -\$98.13$$

Step 5. Calculate the amount received by a Contract Owner as a result of
full withdrawal at

$$\$11,411.66 - \$98.13 = \$11,313.53$$

the end of Contract Year 3:

44 PROSPECTUS

STATEMENT OF ADDITIONAL INFORMATION TABLE OF CONTENTS

ADDITIONS, DELETIONS OR SUBSTITUTIONS OF INVESTMENTS

THE CONTRACT

Purchase of Contracts

Tax-free Exchanges (1035 Exchanges, Rollovers and Transfers)

CALCULATION OF ACCUMULATION UNIT VALUES

NET INVESTMENT FACTOR

CALCULATION OF VARIABLE INCOME PAYMENTS

CALCULATION OF ANNUITY UNIT VALUES

GENERAL MATTERS

Incontestability

Settlements

Safekeeping of the Variable Account's Assets

Premium Taxes

Tax Reserves

EXPERTS

FINANCIAL STATEMENTS

APPENDIX A: ACCUMULATION UNIT VALUES

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.

THE ALLSTATE(R) PROVIDER VARIABLE ANNUITY

(formerly referred to as "The Glenbrook Provider Variable Annuity")

ALLSTATE LIFE INSURANCE COMPANY

STREET ADDRESS: 2940 S. 84TH STREET, LINCOLN, NE 68506-4142 MAILING ADDRESS:

P.O. BOX 80469, LINCOLN, NE 68501-0469 TELEPHONE NUMBER: 1-800-755-5275 PROSPECTUS DATED JANUARY 3, 2005

Allstate Life Insurance Company ("Allstate Life") is offering the Allstate(R) Provider Variable Annuity, an individual flexible premium deferred variable annuity contract ("CONTRACT"). This prospectus contains information about the Contract that you should know before investing. Please keep it for future reference.

The Contract currently offers 40 "INVESTMENT ALTERNATIVES". The investment alternatives include 3 fixed account options ("FIXED ACCOUNT OPTIONS") and 37 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 one of the portfolios ("PORTFOLIOS") of the following mutual funds ("FUNDS"):

AIM VARIABLE INSURANCE FUNDS
THE DREYFUS SOCIALLY RESPONSIBLE
GROWTH FUND, INC.
DREYFUS STOCK INDEX FUND

DREYFUS VARIABLE INVESTMENT FUND
(VIF)

FIDELITY/(R)/ VARIABLE INSURANCE PRODUCTS
GOLDMAN SACHS VARIABLE INSURANCE TRUST (VIT)
MFS/(R)/ VARIABLE INSURANCE TRUST(SM)
NEUBERGER BERMAN ADVISERS MANAGEMENT
TRUST
THE UNIVERSAL INSTITUTIONAL FUNDS, INC.

Not all of the Funds and/or Portfolios, however, may be available with your Contract. You should check with your representative for further information on the availability of Funds and/or Portfolios. Your annuity application will list all available Portfolios.

WE (Allstate Life) have filed a Statement of Additional Information, dated January 3, 2005, with the Securities and Exchange Commission ("SEC"). It contains more information about the Contract and is incorporated herein by reference, which means it is legally a part of this prospectus. Its table of contents appears on page 54 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.

THE SECURITIES AND EXCHANGE COMMISSION HAS NOT APPROVED OR DISAPPROVED THE SECURITIES DESCRIBED IN THIS PROSPECTUS, NOR HAS IT PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANYONE WHO TELLS YOU OTHERWISE IS COMMITTING A FEDERAL CRIME.

IMPORTANT NOTICES

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 OR OBLIGATIONS OF, OR GUARANTEED 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.

1 PROSPECTUS

TABLE OF CONTENTS

	<u>PAGE</u>
OVERVIEW	
Important Terms	3
The Contract at a Glance	4
How the Contract Works	6
Expense Table	7
Financial Information	9
CONTRACT FEATURES	
The Contract	10
Purchases	11
Contract Value	12
Investment Alternatives	13
The Variable Sub-Accounts	13
The Fixed Account Options	15
Transfers	18
Expenses	20
Access To Your Money	22
	<u>PAGE</u>
Income Payments	23
Death Benefits	24
OTHER INFORMATION	
More Information:	28
Allstate Life	28
The Variable Account	28
The Portfolios	28
The Contract	29
Non-Qualified Annuities Held Within a Qualified Plan	29
Legal Matters	30
Taxes	31
Annual Reports and Other Documents	37
APPENDIX A - ACCUMULATION UNIT VALUES	38
APPENDIX B - MARKET VALUE ADJUSTMENT EXAMPLE	52
STATEMENT OF ADDITIONAL INFORMATION TABLE OF CONTENTS	54

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.

	<u>PAGE</u>
Accumulation Phase	6
Accumulation Unit	12
Accumulation Unit Value	12
Anniversary Values	27
Annuitant	10
Automatic Additions Plan	11
Automatic Portfolio Rebalancing Program	19
Beneficiary	10
Cancellation Period	12
Contract*	10
Contract Anniversary	5
Contract Owner (You)	10
Contract Value	12
Contract Year	4
Death Benefit Anniversary	26
Death Proceeds	26
Dollar Cost Averaging Program	19
Due Proof of Death	26
Enhanced Death Benefit Rider	27
Enhanced Death and Income Benefit Combination Rider	27

	<u>PAGE</u>
Fixed Account Options	15
Free Withdrawal Amount	20
Funds	1
Allstate Life ("We" or "Us")	28
Guarantee Periods	16
Income Plan	23
Investment Alternatives	13
Issue Date	6
Market Value Adjustment	17
Payout Phase	6
Payout Start Date	23
Portfolios	28
Qualified Contracts	34
SEC	1
Settlement Value	26
Systematic Withdrawal Program	22
Valuation Date	11
Variable Account	28
Variable Sub-Account	13

* In certain states the Contract is 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.

3 PROSPECTUS

THE CONTRACT AT A GLANCE

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

FLEXIBLE PAYMENTS

You can purchase a Contract with as little as \$3,000 (\$2,000 for “QUALIFIED CONTRACTS”, which are Contracts issued within QUALIFIED PLANS). You can add to your Contract as often and as much as you like, but each payment must be at least \$50.

RIGHT TO CANCEL

You may cancel your Contract within 20 days of receipt or any longer period as your state may require (“CANCELLATION 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.

EXPENSES

You will bear the following expenses:

- Total Variable Account annual fees equal to 1.15% of average daily net assets (1.37% if you select the ENHANCED DEATH BENEFIT RIDER and 1.59% if you select the ENHANCED DEATH AND INCOME BENEFIT COMBINATION RIDER)
- Annual contract maintenance charge of \$35 (with certain exceptions)
- Withdrawal charges ranging from 0% to 6% of purchase payment withdrawn (with certain exceptions)
- Transfer fee of \$10 after 12th transfer in any CONTRACT YEAR (fee currently waived)
- State premium tax (if your state imposes one)

In addition, each Portfolio pays expenses that you will bear indirectly if you invest in a Variable Sub-Account.

INVESTMENT ALTERNATIVES

The Contract offers 40 investment alternatives including:

- 3 Fixed Account Options (which credit interest at rates we guarantee)
- 37 Variable Sub-Accounts investing in Portfolios offering professional money management by these investment advisors:
 - A I M Advisors, Inc.
 - The Dreyfus Corporation
 - Fidelity Management & Research Company
 - Goldman Sachs Asset Management, L.P.
 - MFS(TM) Investment Management
 - Neuberger Berman Management, Inc.
 - Van Kampen/(1)/

To find out current rates being paid on the Fixed Account options, or to find out how the Variable Sub-Accounts have performed, please call us at 1-800-755-5275.

/(1)// /Morgan Stanley Investment Management Inc., the adviser to the UIF Portfolios, does business in certain instances as Van Kampen.

SPECIAL SERVICES

For your convenience, we offer these special services:

- AUTOMATIC PORTFOLIO REBALANCING PROGRAM
- AUTOMATIC ADDITIONS PROGRAM
- DOLLAR COST AVERAGING PROGRAM
- SYSTEMATIC WITHDRAWAL 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:

- life income with guaranteed payments
- a “joint and survivor” life income with guaranteed payments
- guaranteed payments for a specified period (5 to 30 years)

DEATH BENEFITS

If you or the ANNUITANT (if the Contract is owned by a non-natural person) die before the PAYOUT START DATE, we will pay the death benefit described in the Contract. We offer an Enhanced Death Benefit Rider and an Enhanced Death and Income Benefit Combination Rider.

TRANSFERS

Before the Payout Start Date, you may transfer your Contract Value (“CONTRACT VALUE”) among the investment alternatives, with certain restrictions. Transfers to a Guarantee Period of the Fixed Account must be at least \$50.

We do not currently impose a fee upon transfers. However, we reserve the right to charge \$10 per transfer after the 12th transfer in each “Contract Year,” which we measure from the date we issue your Contract or a Contract Anniversary (“CONTRACT ANNIVERSARY”).

WITHDRAWALS

You may withdraw some or all of your Contract Value at any time prior to the Payout Start Date. In general, you must withdraw at least \$50 at a time. Full or partial withdrawals are available under limited circumstances on or after the Payout Start Date. 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 and MARKET VALUE ADJUSTMENT also may apply.

5 PROSPECTUS

HOW THE CONTRACT WORKS

The Contract basically works in two ways. First, the Contract can help you (we assume you are the CONTRACT OWNER) save for retirement because you can invest in up to 40 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 any of the 3 Fixed Account Options, you will earn a fixed rate of interest that we declare periodically. If you invest in any of the 38 Variable Sub-Accounts, your investment return will vary up or down depending on the performance of the corresponding Portfolios.

Second, the 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 23. 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.

<u>Issue Date</u>	<u>Accumulation Phase</u>	<u>Payout Start Date</u>	<u>Payout Phase</u>	
You buy a Contract	You save for retirement	You elect to receive income payments or receive a lump sum payment	You can receive income payments for a set period	Or you can receive income payments for life

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 none, the BENEFICIARY will exercise the rights and privileges provided by the Contract. See “The Contract.” 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 1-800-755-5275 if you have any questions about how the Contract works.

6 PROSPECTUS

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 accompanying prospectuses for the Portfolios.

CONTRACT OWNER TRANSACTION EXPENSES

Withdrawal Charge (as a percentage of purchase payments)*

Number of Complete Years Since We Received the Purchase Payment Being Withdrawn	0	1	2	3	4	5	6+	
Applicable Charge	6%	6%	5%	5%	4%	3%	0%	
Annual Contract Maintenance Charge							\$35.00**	
Transfer Fee							\$10.00***	

* Each Contract Year, you may withdraw up to 15% of your aggregate purchase payments without incurring a withdrawal charge.

** We will waive this charge in certain cases. See “Expenses.”

*** Applies solely to the thirteenth and subsequent transfers within a Contract Year, excluding transfers due to dollar cost averaging and automatic portfolio rebalancing. We are currently waiving the transfer fee.

	Base Policy	Policy with Enhanced Death Benefit Rider	Policy with Enhanced Death and Income Benefit Combo
Variable Account Annual Expenses (as a percentage of daily net asset value deducted from each VARIABLE SUB-ACCOUNT)			
Mortality and Expense Risk Charge	1.05%	1.27%	1.49%
Administrative Expense Charge	0.10%	0.10%	0.10%
Total Variable Account Annual Expenses	1.15%	1.37%	1.59%

PORTFOLIO ANNUAL EXPENSES (as a percentage of Portfolio average daily net assets)(1) 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 (expenses that are deducted from Portfolio assets, which may include management fees, distribution fees, and other expenses)	0.27 %	2.60 %

(1) Expenses are shown as a percentage of Portfolio average daily net assets (before any waiver or reimbursement) as of December 31, 2003.

7 PROSPECTUS

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

- invested \$10,000 in a Variable Sub-Account,
- 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, and
- elected the Enhanced Death and Income Benefit Combination Rider.

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.

THE EXAMPLE DOES NOT INCLUDE ANY TAXES OR TAX PENALTIES YOU MAY BE REQUIRED TO PAY IF YOU SURRENDER YOUR CONTRACT.

	<u>1 Year</u>	<u>3 Years</u>	<u>5 Years</u>	<u>10 Years</u>
Costs Based on Maximum Annual Portfolio Expenses	\$ 95	\$ 174	\$ 246	\$ 448
Costs Based on Minimum Annual Portfolio Expenses	\$ 71	\$ 103	\$ 130	\$ 226

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.

	<u>1 Year</u>	<u>3 Years</u>	<u>5 Years</u>	<u>10 Years</u>
Costs Based on Maximum Annual Portfolio Expenses	\$ 44	\$ 131	\$ 221	\$ 448
Costs Based on Minimum Annual Portfolio Expenses	\$ 20	\$ 61	\$ 105	\$ 226

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 ABOVE EXAMPLES ASSUME THE ELECTION OF THE ENHANCED DEATH AND INCOME BENEFIT COMBINATION RIDER, WITH A MORTALITY AND EXPENSE RISK CHARGE OF 1.49%, AN ADMINISTRATIVE EXPENSE CHARGE OF 0.10%, AND AN ANNUAL CONTRACT MAINTENANCE CHARGE OF \$35. IF NO RIDER WERE ELECTED, OR IF THE ENHANCED DEATH BENEFIT RIDER WERE ELECTED, THE EXPENSE FIGURES SHOWN ABOVE WOULD BE SLIGHTLY LOWER. THE ABOVE EXAMPLES ALSO ASSUME TOTAL ANNUAL PORTFOLIO EXPENSES LISTED IN THE EXPENSE TABLE WILL CONTINUE THROUGHOUT THE PERIODS SHOWN.

FINANCIAL INFORMATION

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. Attached as Appendix A to this prospectus are tables showing the Accumulation Unit Values of each Variable Sub-Account since the date the Contracts were first offered. To obtain a fuller picture of each Variable Sub-Account's finances, please refer to the Variable Account's financial statement contained in the Statement of Additional Information. The financial statements of Allstate Life and Allstate Financial Advisors Separate Account I, which include financial information giving effect to the Consolidation on a pro forma basis, also appear in the Statement of Additional Information. For a free copy of the Statement of Additional Information, please write or call us at 1-800-755-5275.

9 PROSPECTUS

THE CONTRACT

CONTRACT OWNER

The Allstate Provider Variable Annuity is a Contract 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 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 dies, and
- any other rights that the Contract provides.

If you die, any surviving Contract Owner, or, if none, the Beneficiary may exercise the rights and privileges provided to them by the Contract.

The Contract cannot be jointly owned by both a non-living person and a living person. If the Contract Owner is a grantor trust, the Contract Owner will be considered a non-living person for the purposes of the Death of Owner and Death of Annuitant provisions of your Contract. The maximum age of the oldest Contract Owner or Annuitant cannot exceed 90 as of the date we received the completed application. You may change the Contract Owner at any time. We will provide a change of ownership form to be signed by you and filed with us. After we accept the form, the change of ownership will be effective as of the date you signed the form. Until we receive your written notice to change the Contract Owner, we are entitled to rely on the most recent ownership information in our files. We will not be liable as to any payment or settlement made prior to receiving the written notice. 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 made by us or any other action we take before we accept the change.

Changing ownership of this Contract may cause adverse tax consequences and may not be allowed under qualified plans. 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 life determines the amount and duration of income payments (other than under Income Plans with guaranteed payments for a specified period). You initially designate an Annuitant in your application. You may change the Annuitant at any time prior to the Payout Start Date (only if the Contract Owner is a living person). Once we accept a change, it takes effect as of the date you signed the request. Each change is subject to any payment we make or other action we take before we accept it.

You may designate a joint Annuitant, who is a second person on whose life income payments depend. We permit joint Annuitants only on or after the Payout Start Date. If the Annuitant dies prior to the Payout Start Date, the new Annuitant will be:

- (i) the youngest Contract Owner; otherwise,
- (ii) the youngest Beneficiary.

BENEFICIARY

The Beneficiary is the person who may elect to receive the Death Proceeds or become the new Contract Owner, subject to the “Death of Owner” section below, if the sole surviving Contract Owner dies before the Payout Start Date. If the sole surviving Contract Owner dies after the Payout Start Date, the Beneficiary will receive any guaranteed income payments scheduled to continue.

You may name one or more primary and contingent Beneficiaries when you apply for a Contract. The primary Beneficiary is the person who is the first entitled to receive benefits under the Contract upon the death of the sole surviving Contract Owner. A contingent Beneficiary is the person selected by the Contract Owner who will become the Beneficiary if all named primary Beneficiaries die before the death of the sole surviving Contract Owner.

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

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 receive 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 as to any payment or settlement made prior to receiving the written notice. Accordingly, if you wish to change your Beneficiary, you should deliver your written notice to us promptly. Each change is subject to any payment made by us or any other action we take before we accept the change.

10 PROSPECTUS

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, 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 one or more Beneficiaries survive you, 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, we will pay the Death Proceeds in equal amounts to the surviving Beneficiaries.

If more than one Beneficiary shares in the Death Proceeds, each Beneficiary will be treated as a separate and independent owner of his or her respective share. Each Beneficiary will exercise all rights related to his or her share, including the sole right to select a payout 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 payout option chosen by the original Beneficiary.

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

No owner has a right to assign any interest in a Contract as collateral or security for a loan. However, you may assign periodic income payments under the Contract prior to the Payout Start Date. No Beneficiary may assign benefits under the Contract until they are payable to the Beneficiary. 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 YOUR CONTRACT.**

PURCHASES

MINIMUM PURCHASE PAYMENTS

Your initial purchase payment must be at least \$3,000 (\$2,000 for a Qualified Contract). All subsequent purchase payments must be \$50 or more. You may make purchase payments at any time prior to the Payout Start Date. We reserve the right to limit the maximum amount of purchase payments we will accept.

AUTOMATIC ADDITIONS PROGRAM

You may make subsequent purchase payments by automatically transferring money from your bank account. Consult your representative for more detailed information.

ALLOCATION OF PURCHASE PAYMENTS

At the time you apply for a Contract, you must decide how to allocate your purchase payments 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 notifying us in writing. We reserve the right to limit the the availability of the investment alternatives.

We will allocate your purchase payments to the investment alternatives according to your most recent instructions on file with us. Unless you notify us in writing 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 are open for business 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, usually 4 p.m. Eastern Time (3 p.m. Central Time). If we receive your purchase payment after 3 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.

11 PROSPECTUS

RIGHT TO CANCEL

You may cancel the Contract by returning it to us within the Cancellation Period, which is the 20 day period after you receive the Contract, or a longer period should your state require it. You may return your Contract by delivering it or mailing it to us. 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 that occurred from the date of allocation through the date of cancellation. Some states may require us to return a greater amount to you.

In states where we are required to refund purchase payments, we reserve the right during the Cancellation Period to invest any purchase payments you allocated to a Variable Sub-Account to the money market Variable Sub-Account available under the Contract. We will notify you if we do so. At the end of the Cancellation Period, you may then allocate your money to other Variable Sub-Accounts.

If your Contract is qualified under Section 408 of the Internal Revenue Code, we will refund the greater of any purchase payments of the Contract Value.

CONTRACT VALUE

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 the value of your investment in the Fixed Account Options.

ACCUMULATION UNITS

To determine the number of Accumulation Units of each Variable Sub-Account to credit 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 Variable Sub-Account allocated to your Contract.

ACCUMULATION UNIT VALUE

As a general matter, the Accumulation Unit Value for each Variable Sub-Account 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 Contract maintenance charges, withdrawal charges, and transfer fees (currently waived) separately for each Contract. They do not affect Accumulation Unit Value. Instead, we obtain payment of those charges and fees by redeeming Accumulation Units. For details on how we calculate Accumulation Unit Value, please refer to the Statement of Additional Information. We determine a separate Accumulation Unit Value for each Variable Sub-Account on each Valuation Date. We also determine a separate set of Accumulation Unit Values reflecting the cost of the Enhanced Death Benefit Rider and the Enhanced Death and Income Benefit Combination Rider described on page 27.

YOU SHOULD REFER TO THE PROSPECTUSES FOR THE PORTFOLIOS THAT ACCOMPANY THIS PROSPECTUS 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.

INVESTMENT ALTERNATIVES: THE VARIABLE SUB-ACCOUNTS

You may allocate your purchase payments to up to 37 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 the Portfolio, please refer to the accompanying prospectuses for the Portfolios. You should carefully review the Portfolio prospectuses before allocating amounts to the Variable Sub-Accounts.

PORTFOLIO:	EACH PORTFOLIO SEEKS:	INVESTMENT ADVISOR:
AIM VARIABLE INSURANCE FUNDS*		
AIM V.I. Balanced Fund - Series I	As high a total return as possible, consistent with preservation of capital	AIM ADVISORS, INC.
AIM V.I. Capital Appreciation Fund - Series I	Growth of capital	
AIM V.I. Core Equity Fund - Series I	Growth of capital	
AIM V.I. Diversified Income Fund - Series I	A high level of current income	
AIM V.I. Government Securities Fund - Series I	A high level of current income consistent with a reasonable concern for safety of principal	
AIM V.I. Growth Fund - Series I	Growth of capital	
AIM V.I. High Yield Fund - Series I	A high level of current income	
AIM V.I. International Growth Fund - Series I	Long-term growth of capital	
AIM V.I. Premier Equity Fund - Series I	Long-term growth of capital and income as a secondary objective	
AIM V.I. Utilities Fund - Series I/(1)/	Seeks capital growth and current income	
THE DREYFUS SOCIALLY RESPONSIBLE GROWTH FUND, INC.; THE DREYFUS STOCK INDEX FUND; AND THE DREYFUS VARIABLE INVESTMENT FUND (VIF) (COLLECTIVELY, THE DREYFUS FUNDS)		
The Dreyfus Socially Responsible Growth Fund, Inc.: Initial Shares	Capital growth and, secondarily, current income	THE DREYFUS CORPORATION
Dreyfus Stock Index Fund, Inc.: Initial Shares	To match the total return of the Standard & Poor's(R) 500 Composite Stock Price Index	
Dreyfus VIF Growth & Income Portfolio: Initial Shares	Long-term capital growth, current income and growth of income, consistent with reasonable investment risk	
Dreyfus VIF Money Market Portfolio: Initial Shares	A high level of current income as is consistent with the preservation of capital and the maintenance of liquidity	
Dreyfus VIF Small Company Stock Portfolio: Initial Shares	Investment returns (consisting of capital appreciation and income) that are greater than the total return performance of stocks represented by the Russell 2500(SM) Stock Index ("Russell 2500")	
FIDELITY/(R)/ VARIABLE INSURANCE PRODUCTS		
Fidelity VIP Contrafund(R)/ Portfolio - Initial Class	Long-term capital appreciation	FIDELITY MANAGEMENT & RESEARCH COMPANY
Fidelity VIP Equity-Income Portfolio - Initial Class	Reasonable income	
Fidelity VIP Growth Portfolio - Initial Class	Capital appreciation	
Fidelity VIP High Income Portfolio - Initial Class	High level of current income while also considering growth of capital	

GOLDMAN SACHS VARIABLE INSURANCE TRUST (VIT)

Goldman Sachs VIT Capital Long-term growth of Growth Fund capital

Goldman Sachs VIT CORE(SM) Small Cap Equity Fund	Long-term growth of capital	GOLDMAN SACHS ASSET MANAGEMENT, L.P.
Goldman Sachs VIT CORE(SM) U.S. Equity Fund	Long-term growth of capital and dividend income	
Goldman Sachs VIT Growth and Income Fund	Long-term growth of capital and growth of income	
Goldman Sachs VIT International Equity Fund	Long-term capital appreciation	

MFS/(R)/ VARIABLE INSURANCE TRUST(SM)

MFS Emerging Growth Series - Initial Class	Long-term growth of capital	MFS(TM) INVESTMENT MANAGEMENT
MFS Investors Trust Series - Initial Class	Long-term growth of capital with a secondary objective to seek reasonable current income	
MFS New Discovery Series - Initial Class	Capital appreciation	

NEUBERGER BERMAN ADVISERS MANAGEMENT TRUST

Neuberger Berman AMT Guardian Portfolio - Class I	Long-term growth of capital; current income is a secondary goal	NEUBERGER BERMAN MANAGEMENT INC
Neuberger Berman AMT Mid-Cap Growth Portfolio - Class I	Growth of capital	
Neuberger Berman AMT Partners Portfolio - Class I	Growth of capital	

THE UNIVERSAL INSTITUTIONAL FUNDS, INC.

Van Kampen UIF Core Plus Fixed Income Portfolio - Class I/(2)(3)/		VAN KAMPEN/(2)/
Van Kampen UIF Equity Growth Portfolio - Class I/(2)/	Long-term capital appreciation	
Van Kampen UIF Global Value Equity Portfolio - Class I/(2)(4)/	Long-term capital appreciation	
Van Kampen UIF International Magnum Portfolio - Class I/(2)/	Long-term capital appreciation	
Van Kampen UIF U.S. Mid Cap Value Portfolio - Class I/(2)(5)/	Above-average total return over a market cycle of three to five years	
Van Kampen UIF U.S. Real Estate Portfolio - Class I/(2)/	Above-average current income and long-term capital appreciation	
Van Kampen UIF Value Portfolio - Class I/(2)/	Above-average total return over a market cycle of three to five years	

- * A Portfolio's investment objective may be changed by the Portfolio's Board of Trustees without shareholder approval.
- (1) Effective April 30, 2004, AIM VI. Global Utilities Fund - Series I was merged into INVESCO VIF-Utilities Fund - Series I. Effective October 15, 2004, INVESCO VIF-Utilities Fund - Series I changed its name to AIM V.I. Utilities Fund - Series I. The investment objective for this Portfolio has not changed.
 - (2) Morgan Stanley Investment Management, Inc., the adviser to the UIF Portfolios, does business in certain instances using the name Van Kampen. Effective May 1, 2004, the Morgan Stanley UIF Portfolios were rebranded the Van Kampen UIF Portfolios.
 - (3) Effective May 1, 2002, Van Kampen UIF Fixed Income Portfolio, Class I changed its name to Van Kampen UIF Core Plus Fixed Income Portfolio, Class I. The investment objective for this Portfolio has not changed.
 - (4) Effective May 1, 2001, Van Kampen UIF Global Equity Portfolio, Class I changed its name to Van Kampen UIF Global Value Equity Portfolio, Class I. The investment objective for this Portfolio has not changed.

14 PROSPECTUS

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- (5) Effective May 1, 2003, Van Kampen UIF Mid Cap Value Portfolio, Class I changed its name to Van Kampen UIF U.S. Mid Cap Core Portfolio, Class I. Effective May 1, 2004, Van Kampen UIF U.S. Mid Cap Core Portfolio, Class I changed its name to Van Kampen UIF U.S. Mid Cap Value Portfolio, Class I.

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 MAY 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 FUNDS IN ASSETS, CASH FLOW, AND TAX MATTERS. ACCORDINGLY, THE HOLDINGS AND INVESTMENT RESULTS OF A VARIABLE INSURANCE PORTFOLIO CAN BE EXPECTED TO BE GREATER OR LESS THAN THE INVESTMENT RESULTS OF SIMILARLY NAMED RETAIL MUTUAL FUNDS.

INVESTMENT ALTERNATIVES: THE FIXED ACCOUNT OPTIONS

You may allocate all or a portion of your purchase payments to the Fixed Account. You may choose from among 3 Fixed Account Options: 2 dollar cost averaging options, and the option to invest in one or more Guarantee Periods included in the Guaranteed Maturity Fixed Account. The Fixed Account Options may not be available in all states. 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 a Fixed Account Option does not entitle you to share in the investment experience of the Fixed Account.

DOLLAR COST AVERAGING FIXED ACCOUNT OPTIONS

DOLLAR COST AVERAGING FIXED ACCOUNT OPTION. Purchase payments that you allocate to the Dollar Cost Averaging Fixed Account Option ("DCA Fixed Account Option") will earn interest for a one year period at the current rate in effect at the time of allocation. We will credit interest daily at a rate that will compound over the year to the annual interest rate we guaranteed at the time of allocation. After the one year period, we will declare a renewal rate which we guarantee for a full year. Subsequent renewal dates will be every twelve months for each payment or transfer.

For each purchase payment, the first transfer from the DCA Fixed Account must occur within one month of the date of payment. If we do not receive an allocation from you within one month of the date of payment, the payment plus associated interest will be transferred to the money market Variable Sub-Account in equal monthly installments. Transferring Account Value to the money market Variable Sub-Account in this manner may not be consistent with the theory of dollar cost averaging described on page 19. You must transfer each purchase payment and all its earnings out of this Option by means of dollar cost averaging within 36 months of payment. At the end of 36 months, any nominal amounts remaining in the DCA Fixed Account will be allocated to the money market Variable Sub-Account. No transfers are permitted into the DCA Fixed Account.

SHORT TERM DOLLAR COST AVERAGING FIXED ACCOUNT OPTION. You may establish a Short Term Dollar Cost Averaging Program by allocating purchase payments to the Short Term Dollar Cost Averaging Fixed Account Option ("Short Term DCA Fixed Account Option"). We will credit interest to purchase payments you allocate to this Option for up to one year at the current rate in effect at the time of allocation.

For each purchase payment, the first transfer from the Short Term DCA Fixed Account must occur within one month of the date of payment. If we do not receive an allocation from you within one month of the date of payment, the payment plus associated interest will be transferred to the money market Variable Sub-Account in equal monthly installments. Transferring Account Value to the money market Variable Sub-Account in this manner may not be consistent with the theory of dollar cost averaging described on page 19.

We will follow your instructions in transferring amounts monthly from the Short Term DCA Fixed Account Option. However, you may not choose less than 3 or more than 12 monthly installments. Further, you must transfer each purchase payment and all its earnings out of this Option by means of dollar cost averaging within 12 months. At the end of the transfer period, any nominal amounts remaining in the Short Term DCA Fixed Account will be allocated to the money market Variable Sub-Account.

If you discontinue the Short term Dollar Cost Averaging Program before the end of the transfer period, we will transfer the remaining balance in this Option to the money market Variable Sub-Account unless you request a different investment alternative. No transfers are permitted into the Short Term DCA Fixed Account.

We bear the investment risk for all amounts allocated to the DCA Fixed Account Option and the Short Term DCA Fixed Account Option. That is because we

15 PROSPECTUS

guarantee the current and renewal interest rates we credit to the amounts you allocate to either of these Options, which will never be less than the minimum guaranteed rate in the Contract. Currently, we determine, in our sole discretion, the amount of interest credited in excess of the guaranteed rate. We may declare more than one interest rate for different monies based upon the date of allocation to the DCA Fixed Account Option and the Short Term DCA Fixed Account Option. For current interest rate information, please contact your representative or Allstate Life customer service at 1-800-755-5275.

GUARANTEE PERIODS

Each payment or transfer allocated to a Guarantee Period earns interest at a specified rate that we guarantee for a period of years. Guarantee Periods may range from 1 to 10 years. We are currently offering Guarantee Periods of 1, 3, 5, 7, and 10 years in length. In the future we may offer Guarantee Periods of different lengths or stop offering some Guarantee Periods.

You select the Guarantee Period for each payment or transfer. If you do not select a Guarantee Period, we will assign the same period(s) you selected for your most recent purchase payment(s). Each payment or transfer allocated to a Guarantee Period must be at least \$50. We reserve the right to limit the number of additional purchase payments that you may allocate to this Option.

INTEREST RATES. We will tell you what interest rates and Guarantee Periods we are offering at a particular time. We will not change the interest rate that we credit to a particular allocation until the end of the relevant Guarantee Period. We may declare different interest rates for Guarantee Periods of the same length that begin at different times.

We have no specific formula for determining the rate of interest that we will declare initially or in the future. We will set those interest rates based on investment returns available at the time of the determination. In addition, we may consider various other factors in determining interest rates including regulatory and tax requirements, our sales commission and administrative expenses, general economic trends, and competitive factors.

WE DETERMINE THE INTEREST RATES TO BE DECLARED IN OUR SOLE DISCRETION. WE CAN NEITHER PREDICT NOR GUARANTEE WHAT THOSE RATES WILL BE IN THE FUTURE. For current interest rate information, please contact your representative or Allstate Life at 1-800-755-5275.

HOW WE CREDIT INTEREST. We will credit interest daily to each amount allocated to a Guarantee Period at a rate that compounds to the annual interest rate that we declared at the beginning of the applicable Guarantee Period.

THE FOLLOWING EXAMPLE ILLUSTRATES HOW A PURCHASE PAYMENT ALLOCATED TO A GUARANTEED PERIOD WOULD GROW, GIVEN AN ASSUMED GUARANTEE PERIOD AND ANNUAL INTEREST RATE:

Purchase Payment	\$ 10,000
Guarantee Period	5 years
Annual Interest Rate	4.50 %

	END OF CONTRACT YEAR				
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Beginning Contract Value	\$ 10,000.00				
X (1 + Annual Interest Rate)	<u>x1.045</u>				
	\$10,450.00				
Contract Value at end of Contract Year		\$ 10,450.00			
X (1 + Annual Interest Rate) x1.045		<u>x1.045</u>			
		\$10,920.25			
Contract Value at end of Contract Year			\$ 10,920.25		
X (1 + Annual Interest Rate)			<u>x1.045</u>		
			\$11,411.66		
Contract Value at end of Contract Year				\$ 11,411.66	
X (1 + Annual Interest Rate)				<u>x1.045</u>	
				\$11,925.19	
Contract Value at end of Contract Year					\$ 11,925.19
X (1 + Annual Interest Rate)					<u>x1.045</u>
					\$ 12,461.82

TOTAL INTEREST CREDITED DURING GUARANTEE PERIOD = \$2,461.82 (\$12,461.82-\$10,000)

This example assumes no withdrawals during the entire 5-year Guarantee Period. If you were to make a withdrawal, you may be required to pay a withdrawal charge. In addition, the amount withdrawn may be increased or decreased by a Market Value Adjustment that reflects changes in interest rates since the time you invested the amount withdrawn. The hypothetical interest rate is for illustrative purposes only and is not intended to predict future interest rates to be declared under the Contract. Actual interest rates declared for any given Guarantee Period may be more or less than shown above.

RENEWALS. Prior to the end of each Guarantee Period, we will mail you a notice asking you what to do with your money, including the accrued interest. During the 30-day period after the end of the Guarantee Period, you may:

- 1) Take no action. We will automatically apply your money to a new Guarantee Period of the same length as the expiring Guarantee Period. The new Guarantee Period will begin on the day the previous Guarantee Period ends. The new interest rate will be our then current declared rate for a Guarantee Period of that length; or
- 2) Instruct us to apply your money to one or more new Guarantee Periods of your choice. The new Guarantee Period(s) will begin on the day the previous Guarantee Period ends. The new interest rate will be our then current declared rate for those Guarantee Periods; or
- 3) Instruct us to transfer all or a portion of your money to one or more Variable Sub-Accounts of the Variable Account. We will effect the transfer on the day we receive your instructions. We will not adjust the amount transferred to include a Market Value Adjustment; we will pay interest from the day the Guarantee Period expired until the date of the transfer. The interest will be the rate for the shortest Guarantee Period then being offered; or
- 4) Withdraw all or a portion of your money. You may be required to pay a withdrawal charge, but we will not adjust the amount withdrawn to include a Market Value Adjustment. You may also be required to pay premium taxes and income tax withholding, if applicable. We will pay interest from the day the Guarantee Period expired until the date of withdrawal. The interest will be the rate for the shortest Guarantee Period then being offered. Amounts not withdrawn will be applied to a new Guarantee Period of the same length as the previous Guarantee Period. The new Guarantee Period will begin on the day the previous Guarantee Period ends. 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.

MARKET VALUE ADJUSTMENT. All withdrawals and transfers from a Guarantee Period, other than those taken during the 30 day period after such Guarantee Period expires, are subject to a Market Value Adjustment. A Market Value Adjustment also will apply when you apply amounts currently invested in a Guarantee Period to an Income Plan (unless applied during the 30 day period after such Guarantee Period expires). A Market Value Adjustment may apply in the calculation of the Settlement Value described in the "Death Benefit Amount" section below.

We will not apply a Market Value Adjustment to a withdrawal you make:

- within the Free Withdrawal Amount as described on page 20,
- that qualify for one of the waivers as described on page 21,
- to satisfy the IRS minimum distribution rules for the Contract, or
- a single withdrawal made by a surviving spouse made within one year after continuing the Contract.

We apply the Market Value Adjustment to reflect changes in interest rates from the time you first allocate money to a Guarantee Period to the time you remove it from that Guarantee Period. We calculate the Market Value Adjustment by comparing the Treasury Rate for a period equal to the Guarantee Period at its inception to the Treasury Rate for a period equal to the Guarantee Period when you remove your money. "TREASURY RATE" means the U.S. Treasury Note Constant Maturity Yield as reported in Federal Reserve Board Statistical Release H.15.

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 increase significantly, the Market Value Adjustment and any withdrawal charge, premium taxes, and income tax withholding (if applicable) could reduce the amount you receive upon full withdrawal from a Guaranteed Period to an amount that is less than the purchase payment applied to that period plus interest earned under the Contract.

Generally, if the original Treasury Rate at the time you allocate money to a Guarantee Period is higher than the applicable current Treasury Rate for a period equal to the Guarantee Period, then the Market Value Adjustment will result in a higher amount payable to you, transferred or applied to an Income Plan. Conversely, if the Treasury Rate at the time you allocate money to a Guarantee Period is lower than the applicable Treasury Rate for a period equal to the Guarantee Period, then the Market Value Adjustment will result in a lower amount payable to you, transferred or applied to an Income Plan.

For example, assume that you purchase a Contract and you select an initial Guarantee Period of 5 years and the 5-year Treasury Rate for that duration is 4.50%. Assume that at the end of 3 years, you make a partial withdrawal. If, at that later time, the current 5-year Treasury Rate is 4.20%, then the Market Value Adjustment will be positive, which will result in an increase in the amount payable to you. Conversely, if the current 5-year Treasury Rate is 4.80%, then the Market Value Adjustment will be negative, which will result in a decrease in the amount payable to you.

The formula for calculating Market Value Adjustments is set forth in Appendix B to this prospectus, which also contains additional examples of the application of the Market Value Adjustment.

17 PROSPECTUS

INVESTMENT ALTERNATIVES: TRANSFERS

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 either the Short-Term Dollar Cost Averaging Fixed Account or the Dollar Cost Averaging Fixed Account Options. You may request transfers in writing on a form that we provided or by telephone according to the procedure described below. The minimum amount that you may transfer into a Guarantee Period is \$50. We currently do not assess, but reserve the right to assess, a \$10 charge on each transfer in excess of 12 per Contract Year. All transfers to or from more than one Portfolio on any given day counts as one transfer.

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. Central Time 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 for up to six months from the date we receive your request. If we decide to postpone transfers 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.

If you transfer an amount from a Guarantee Period other than during the 30 day period after such Guarantee Period expires, we will increase or decrease the amount by a Market Value Adjustment.

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. In addition, you will have a limited ability to make transfers from the Variable Sub-Accounts to increase the proportion of your income payments consisting of fixed income payments. You may not, however, convert any portion of your right to receive fixed income payments into variable income payments. If you choose an Income Plan that depends on any person's life, you may not make any transfers for the first 6 months after the Payout Start Date. Thereafter, you may make transfers among the Variable Sub-Accounts or make transfers from the Variable Sub-Accounts to increase the proportion of your income payments consisting of fixed income payments. Your transfers must be at least 6 months apart.

TELEPHONE TRANSFERS

You may make transfers by telephone by calling 1-800-755-5275. 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 at any telephone number other than the number that appears in this paragraph or received after the close of trading on the Exchange.

We may suspend, modify or terminate the telephone transfer privilege 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. 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, not all market timing or excessive trading is identifiable or preventable. 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 first occurs. To the extent that such trading activity occurs prior to detection and the imposition of 18 PROSPECTUS trading restrictions, the portfolio may experience the adverse effects of market timing and excessive trading described above.

18 PROSPECTUS

TRADING LIMITATIONS

We reserve the right to limit transfers among the investment alternatives in any Contract year, 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 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 Sub-account underlying portfolios that we have identified as being susceptible to market timing activities;
- 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 Sub-account underlying portfolio.

If we determine that a contract owner has engaged in market timing or excessive trading activity, we will restrict that contract owner from making future additions or transfers into the impacted Sub-account(s). If we determine that a contract owner has engaged in a pattern of market timing or excessive trading activity involving multiple Sub-accounts, we will also require that all future transfer requests be submitted through regular U.S. mail thereby refusing to accept transfer requests via telephone, facsimile, Internet, or overnight delivery. Any Sub-account or transfer restrictions will be uniformly applied.

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.

DOLLAR COST AVERAGING PROGRAM

Through our Dollar Cost Averaging Program, you may automatically transfer a fixed dollar amount every month during the Accumulation Phase from the Short Term DCA Fixed Account or the DCA Fixed Account, to any Variable Sub-Account. You may not use the Dollar Cost Averaging Program to transfer amounts to the Guarantee Periods.

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 Variable Sub-Account may cause a shift in the percentage you allocated to each Variable 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. We will not include money you allocate to the Fixed Account Options in the Automatic Portfolio Rebalancing Program.

We will rebalance your account each quarter 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 request. We are not responsible for rebalancing that occurs prior to receipt 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 Fidelity VIP High Income Variable Sub-Account and 60% to be in the AIM V.I. Growth Variable 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 Fidelity VIP High Income Variable Sub-Account now represents 50% of your holdings because of its

19 PROSPECTUS

increase in value. If you choose to have your holdings rebalanced quarterly, on the first day of the next quarter, we would sell some of your units in the Fidelity VIP High Income Variable Sub-Account and use the money to buy more units in the AIM V.I. Growth Variable Sub-Account so that the percentage allocations would again be 40% and 60% respectively.

The Automatic Portfolio Rebalancing Program is available only during the Accumulation Phase. 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 better performing segments.

EXPENSES

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 \$35 contract maintenance charge from your Contract Value invested in each Variable Sub-Account in proportion to the amount invested. If you surrender your Contract, we will deduct the contract maintenance charge pro rated for the part of the Contract Year elapsed, unless your Contract qualifies for a waiver, described below.

The charge is to compensate us for the cost of administering the Contracts and the Variable Account.

Maintenance costs include expenses we incur 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. However, we will waive this charge if, as of the Contract Anniversary or upon full surrender:

- total purchase payments equal \$50,000 or more, or
- all money is allocated to the Fixed Account.

In addition, we will waive the Contract Maintenance Charge if total purchase payments are \$50,000 or more as of the Payout Start Date.

MORTALITY AND EXPENSE RISK CHARGE

We deduct a mortality and expense risk charge daily at an annual rate of 1.05% of the average daily net assets you have invested in the Variable Sub-Accounts (1.27% if you select the Enhanced Death Benefit Rider, and 1.49% if you select the Enhanced Death and Income Benefit Combination Rider). 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 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 Enhanced Death Benefit Rider and the Enhanced Death and Income Benefit Combination Rider to compensate us for the additional risk that we accept by providing these options. We guarantee that we will not raise the mortality and expense risk charge. We assess the mortality and expense risk charge during both the Accumulation Phase and the Payout Phase.

ADMINISTRATIVE EXPENSE CHARGE

We deduct an administrative expense charge daily at an annual rate of 0.10% 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 guarantee that we will not raise this charge.

TRANSFER FEE

We do not currently impose a fee upon transfers among the investment alternatives. However, we reserve the right to charge \$10 per transfer after the 12th transfer in each Contract Year. We will not charge a transfer fee on transfers that are part of a Dollar Cost Averaging or Automatic Portfolio Rebalancing Program.

WITHDRAWAL CHARGE

We may assess a withdrawal charge of up to 6% of the purchase payment(s) you withdraw. The charge declines to 0% over a 6 year period that begins on the day we receive your payment. 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. A schedule showing how the charge declines is shown on page 7. During each Contract Year, you can withdraw up to 15% of the aggregate amount of your purchase payments without paying the charge. Unused portions of this "FREE WITHDRAWAL AMOUNT" are not carried forward to future Contract Years. We will deduct withdrawal charges, if applicable, from the amount paid. For purposes of calculating the withdrawal charge, we will treat withdrawals as coming from the oldest

purchase payments first. However, for federal income tax purposes, please note that withdrawals are considered to have come first from earnings, which means you pay taxes on the earnings portion of your withdrawal. We do not apply a withdrawal charge in the following situations:

- on the Payout Start Date (a withdrawal charge may apply if you terminate income payments to be received for a specified period);
- on the death of the Contract Owner, or the Annuitant, if the Contract Owner is not a natural person (unless the Settlement Value is used to determine the death benefit);
- withdrawals taken to satisfy IRS minimum distribution rules for the Contract; or
- withdrawals that qualify for one of the waivers as 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 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 and a Market Value Adjustment. You should consult your own tax counsel or other tax advisors regarding any withdrawals.

CONFINEMENT WAIVER. We will waive the withdrawal charge and any Market Value Adjustment on all withdrawals taken prior to the Payout Start Date under your Contract if the following conditions are satisfied:

1. You or the Annuitant, if the Contract Owner is not a natural person, are 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. You request the withdrawal and provide written proof of the stay no later than 90 days following the end of your or the Annuitant's stay at the long term care facility or hospital; and
3. A physician must have prescribed the stay and the stay must be medically necessary (as defined in the Contract).

You may not claim this benefit if you, the Annuitant, or a member of your or the Annuitant's immediate family, is the physician prescribing your or the Annuitant's stay in a long term care facility.

TERMINAL ILLNESS WAIVER. We will waive the withdrawal charge and any Market Value Adjustment on all withdrawals taken prior to the Payout Start Date under your Contract if:

1. you or the Annuitant (if the Contract Owner is not a natural person) are first diagnosed with a terminal illness at least 30 days after the Issue Date; and
2. you claim this benefit and deliver adequate proof of diagnosis to us.

UNEMPLOYMENT WAIVER. We will waive the withdrawal charge and any Market Value Adjustment on one partial or a full withdrawal taken prior to the Payout Start Date under your Contract, if you meet the following requirements:

1. you or the Annuitant, if the Contract Owner is not a natural person, become unemployed at least one year after the Issue Date;
2. you or the Annuitant, if the Contract Owner is not a natural person, receive unemployment compensation as defined in the Contract for at least 30 days as a result of that unemployment; and

3. you or the Annuitant, if the Contract Owner is not a natural person, claim this benefit within 180 days of your or the Annuitant's initial receipt of unemployment compensation.

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 need to pay our withdrawal charge or a Market Value Adjustment because of these waivers, 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. At our discretion, we may 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, if applicable, 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 such 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 beginning on page 34.

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 accompanying prospectuses for the Portfolios. For a summary of current estimates of those charges and expenses, see page 31. We may receive compensation from the investment advisers or administrators of the Portfolios in connection with the administrative services we provide to the Portfolios.

ACCESS TO YOUR MONEY

You can withdraw some or all of your Contract Value at any time prior to the Payout Start Date. 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 Market Value Adjustment, less any withdrawal charges, contract maintenance charges, income tax withholding, penalty tax, 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 Options. To complete a partial withdrawal from the Variable Account, we will cancel Accumulation Units in an amount equal to the withdrawal and any applicable withdrawal charge and premium taxes. You must name the investment alternative from which you are taking the withdrawal. If none is specified, we will deduct your withdrawal pro rata from the investment alternatives according to the value of your investments therein. In general, you must withdraw at least \$50 at a time. You also may withdraw a lesser amount if you are withdrawing your entire interest in a Variable Sub-Account. If you request a total withdrawal, we may require you to return your Contract to us. 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.

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.

In addition, we may delay payments or transfers from the Fixed Account Options for up to 6 months (or shorter period if required by law). If we delay payment 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. The minimum amount of each systematic withdrawal is \$50. At our discretion, systematic withdrawals may not be offered in conjunction with the Dollar Cost Averaging Program or Automatic Portfolio Rebalancing Program. 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. 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 \$2,000, we may treat it as a request to withdraw your entire Contract Value. 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. Before terminating any Contract whose value has been previously reduced by withdrawals to less than \$2,000, we will inform you in writing of our intention to terminate your Contract and give you at least 30 days in which to make an additional purchase payment to restore your Contract's Value to the contractual minimum of \$2,000. 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.

22 PROSPECTUS

INCOME PAYMENTS

PAYOUT START DATE

You select the Payout Start Date in your application. The “PAYOUT START DATE” is the day that we apply your money to an Income Plan. The Payout Start Date must be:

- at least 30 days after the Issue Date; and
- no later than the day the Annuitant reaches age 90, 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 scheduled payments to you or someone you designate. You may choose and change your choice of Income Plan until 30 days before the Payout Start Date. If you do not select an Income Plan, we will make income payments in accordance with Income Plan 1 with guaranteed payments for 10 years. Three Income Plans are available under the Contract. Each is available to provide:

- 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 investment 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 59½ may be subject to an additional 10% federal tax penalty.

The three Income Plans are:

INCOME PLAN 1 - LIFE INCOME WITH GUARANTEED PAYMENTS. Under this plan, we make periodic income payments for at least as long as the Annuitant lives. If the Annuitant dies before we have made all of the guaranteed income payments, we will continue to pay the remainder of the guaranteed income payments as required by the Contract.

INCOME PLAN 2 - JOINT AND SURVIVOR LIFE INCOME WITH GUARANTEED PAYMENTS. Under this plan, we make periodic income payments for at least as long as either the Annuitant or the joint Annuitant is alive. If both the Annuitant and the joint Annuitant die before we have made all of the guaranteed income payments, we will continue to pay the remainder of the guaranteed income payments as required by the Contract.

INCOME PLAN 3 - GUARANTEED PAYMENTS FOR A SPECIFIED PERIOD (5 YEARS TO 30 YEARS). Under this plan, we make periodic income payments for the period you have chosen. These payments do not depend on the Annuitant’s life. You may elect to receive guaranteed payments for periods ranging from 5 to 30 years. Income payments for less than 120 months may be subject to a withdrawal charge. We will deduct the mortality and expense risk charge from the Variable Sub-Account assets that support variable income payments even though we may not bear any mortality risk.

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 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 minimum specified period for guaranteed payments, the income payments generally will be greater than the income payments made under the same Income Plan with a minimum specified period for guaranteed payments. If you choose Income Plan 1 or 2, or, if available, another 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 are alive before we make each payment.

Please note that under such Income Plans, if you elect to take no minimum guaranteed payments, it is possible that the payee could receive only 1 income payment if the Annuitant and any joint Annuitant both die before the second income payment, or only 2 income payments if they die before the third income payment, and so on.

Generally, you may not make withdrawals after the Payout Start Date. One exception to this rule applies if you are receiving variable income payments that do not depend on the life of the Annuitant (such as under Income Plan 3). In that case you may terminate all or part of the Variable Account portion of the income payments at any time and receive a lump sum equal to the commuted balance of the remaining variable payments associated with the amount withdrawn. The minimum amount you may withdraw under this feature is \$1,000. A withdrawal charge may apply. We deduct applicable premium taxes from the Contract Value at the Payout Start Date.

We may make other Income Plans available.

If you elected the Enhanced Death and Income Benefit Combination Option, you may be able to apply an amount greater than your Contract Value to an Income Plan. You must apply at least the Contract Value in the Fixed Account on the Payout Start Date to fixed income payments. If you wish to apply any portion of your Fixed Account balance to provide variable income payments, you should plan ahead and transfer that amount to the Variable Sub-Accounts prior to the Payout Start Date. If

23 PROSPECTUS

you do not tell us how to allocate your Contract Value among fixed and variable income payments, we will apply your Contract Value in the Variable Account to variable income payments and your Contract Value in the Fixed Account to fixed income payments. We will apply your Contract Value, adjusted by any applicable Market Value Adjustment, less applicable taxes to your Income Plan on the Payout Start Date. If the amount available to apply under an Income Plan is less than \$2,000, or not enough to provide an initial payment of at least \$20, 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) actual mortality experience and (b) the amount of our administration expenses.

We cannot predict the total amount of your variable income payments. Your variable income payments 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) the Annuitant could live longer or shorter than we expect based on the tables we use.

In calculating the amount of the periodic payments in the annuity tables in the Contract, we assumed an annual investment rate of 3%. If the actual net investment return of the Variable Sub-Accounts you choose is less than this assumed investment rate, 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 assumed investment rate. The dollar amount of the variable income payments stays level if the net investment return equals the assumed investment rate.

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

FIXED INCOME PAYMENTS

We guarantee income payment amounts derived from any Fixed Account Option for the duration of the Income Plan. We calculate the fixed income payments by:

1. adjusting the portion of the Contract Value in any Fixed Account Option on the Payout Start Date by any applicable Market Value Adjustment;
2. deducting any applicable premium tax; and
3. applying the resulting amount to the greater of (a) the appropriate value from the income payment table in your Contract or (b) such other value as we are offering at that time.

We may defer making fixed income payments for a period of up to 6 months or any 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.

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 to be 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 purchase of a Contract is appropriate.

DEATH BENEFITS

DEATH OF OWNER

If you die before the Payout Start Date, any surviving joint Contract Owner or, if none, the Beneficiary will be designated the new Contract Owner and will be entitled to the options described below. If the new Contract Owner previously was the Beneficiary, however, the new Contract Owner's options will be subject to any restrictions previously placed upon the Beneficiary.

The claim for death benefits must be submitted to us within 180 days of the relevant death in order to claim the standard or enhanced death benefit. If a complete claim is not submitted within 180 days of the relevant death, the claimant will receive the greater of Contract Value or the Settlement Value. (See "Death Proceeds" below).

1. If your spouse is the sole surviving Contract Owner or, in the absence of any surviving Contract Owner, is the sole Beneficiary:

- (a) Your spouse may elect to receive the Death Proceeds in a lump sum; or
- (b) Your spouse may elect to receive the Death Proceeds paid out under one of the Income Plans (described in "Income Payments" above) subject to the following conditions:

24 PROSPECTUS

The Payout Start Date must be within one year of your date of death. Income payments must be payable:

- (i) over the life of your spouse; or
- (ii) for a guaranteed number of payments from 5 to 50 years but not to exceed the life expectancy of your spouse; or
- (iii) over the life of your spouse with a guaranteed number of payments from 5 to 30 years but not to exceed the life expectancy of your spouse.
- (c) If your spouse does not elect one of these options, the Contract will continue in the Accumulation Phase as if the death had not occurred. If the Contract is continued in the Accumulation Phase, the following conditions apply:

The Contract Value of the continued Contract will be the Death Proceeds. 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. The excess will be allocated in proportion to your Contract Value in those Sub-accounts as of the end of the Valuation Period during which we receive the complete request for settlement of the Death Proceeds, except that any portion of this excess attributable to the Fixed Account Options will be allocated to the money market Variable Sub-account. Within 30 days of the date the Contract is continued, your surviving spouse may choose one of the following transfer alternatives without incurring a transfer fee:

- (i) transfer all or a portion of the excess among the Variable Sub-accounts;
- (ii) transfer all or a portion of the excess into the Guaranteed Maturity Fixed Account and begin a new Guarantee Period; or
- (iii) transfer all or a portion of the excess into a combination of Variable Sub-accounts and the Guaranteed Maturity Fixed Account.

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 the Contract.

The surviving spouse may make a single withdrawal of any amount within one year of the date of your death without incurring a Withdrawal Charge or Market Value Adjustment.

Prior to the Payout Start Date, the Death Benefit of the continued Contract will be as defined in the Death Benefit provision.

Only one spousal continuation is allowed under the Contract.

2. If the new Contract Owner is not your spouse but is a living person:

- (a) The new Contract Owner may elect to receive the Death Proceeds in a lump sum; or
- (b) The new Contract Owner may elect to receive the Death Proceeds paid out under one of the Income Plans (described in "Income Payments" above) subject to the following conditions:

The Payout Start Date must be within one year of your date of death. Income Payments must be payable:

- (i) over the life of the new Contract Owner; or
- (ii) for a guaranteed number of payments from 5 to 50 years but not to exceed the life expectancy of the new Contract Owner; or
- (iii) over the life of the new Contract Owner with a guaranteed number of payments from 5 to 30 years but not to exceed the life expectancy of the new Contract Owner.

- (c) If the new Contract Owner does not elect one of the options above, then the new Contract Owner must receive the Contract Value payable within 5 years of your date of death. On the date we receive the complete request for settlement of the Death Proceeds, the Contract Value will be the Death Proceeds. Unless otherwise instructed by the new Contract Owner, the excess, if any, of the Death Proceeds over the Contract Value will be allocated to the money market Variable Sub-Account. Henceforth, the new Contract Owner may make transfers (as described in “Transfers During the Payout Phase” above) during this 5 year period.

The new Contract Owner may not make additional purchase payments to the Contract under this election. Withdrawal Charges will be waived for any withdrawals made during this 5 year period.

We reserve the right to offer additional options upon the death of the Contract Owner.

If the new Contract Owner dies prior to the complete liquidation of the Contract Value, then the new Contract Owner’s named Beneficiary(ies) will receive the greater of the Settlement Value or the remaining Contract Value. This amount must be liquidated as a lump sum within 5 years of the date of the original Contract Owner’s death.

3. If the new Contract Owner is a corporation or other type of non-living person:

- (a) The new Contract Owner may elect to receive the Death Proceeds in a lump sum; or
- (b) If the new Contract Owner does not elect the option above, then the new Contract Owner must receive the Contract Value payable within 5 years of your date of death. On the date we receive the complete request for settlement of the Death Proceeds, the Contract Value under this option will be the Death Proceeds. Unless otherwise instructed by the new Contract Owner, the excess, if any, of the Death Proceeds over the Contract Value will be allocated to the money market Variable Sub-Account. Henceforth, the new Contract Owner may make transfers (as described in “Transfers During the Payout Phase” above) during this 5 year period.

The new Contract Owner may not make additional purchase payments to the Contract under this election. Withdrawal Charges will be waived during this 5 year period.

We reserve the right to make additional options available to the new Contract Owner upon the death of the Contract Owner.

If any new Contract Owner is a non-living person, all new Contract Owners will be considered to be non-living persons for purposes of these provisions.

Under any of these options, all ownership rights, subject to any restrictions previously placed upon the Beneficiary, are available to the new Contract Owner from the date of your death to the date on which the Death Proceeds are paid.

DEATH OF ANNUITANT

If the Annuitant who is not also the Contract Owner dies prior to the Payout Start Date, the following apply:

1. If the Contract Owner is a living person, then the Contract will continue with a new Annuitant, who will be:

- (a) the youngest Contract Owner; otherwise
- (b) the youngest Beneficiary.

You may change the Annuitant before the Payout Start Date.

2. If the Contract Owner is a non-living person:

- (a) The Contract Owner may elect to receive the Death Proceeds in a lump sum; or
- (b) If the Contract Owner does not elect the option above, then the Contract Owner must receive the Contract Value payable within 5 years of the Annuitant's date of death. On the date we receive the complete request for settlement of the Death Proceeds, the Contract Value under this option will be the Death Proceeds. Unless otherwise instructed by the Contract Owner, the excess, if any, of the Death Proceeds over the Contract Value will be allocated to the money market Variable Sub-Account. Henceforth, the Contract Owner may make transfers (as described in "Transfers During the Payout Phase" above) during this 5 year period.

The new Contract Owner may not make additional purchase payments to the Contract under this election. Withdrawal Charges will be waived during this 5 year period.

We reserve the right to make additional options available to the Contract Owner upon the death of the Annuitant.

Under any of these options, all ownership rights are available to the non-living Contract Owner from the date of the Annuitant's death to the date on which the Death Proceeds are paid.

DUE PROOF OF DEATH

A claim for a distribution on death must include Due Proof of Death. We will accept the following documentation as "Due Proof of Death":

- a certified copy of a 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 BENEFIT PAYMENTS

DEATH PROCEEDS. If we receive a complete request for settlement of the Death Proceeds within 180 days of the date of your death, the Death Proceeds are equal to the applicable death benefit described below. Otherwise, the Death Proceeds are equal to the greater of the Contract Value or the Settlement Value.

We reserve the right to extend, on a non-discriminatory basis, the 180-day period in which the Death Proceeds will equal the applicable death benefit as described above.

This right applies only for the purposes of determining the amount payable as Death Proceeds and in no way restricts when a claim may be filed.

DEATH BENEFIT AMOUNT

Prior to the Payout Start Date, the death benefit is equal to the greatest of:

1. the Contract Value as of the date we determine the value of the death benefit, or
2. the SETTLEMENT VALUE (that is, the amount payable on a full withdrawal of Contract Value) on the date we determine the value of the death benefit, or
3. the Contract Value on each DEATH BENEFIT ANNIVERSARY prior to the date we determine the death benefit, increased by purchase payments made since that Death Benefit Anniversary and reduced by an adjustment for any partial withdrawals since that Death Benefit Anniversary.

In calculating the Settlement Value, the amount in each individual Guarantee Period may be subject to a Market Value Adjustment. A Market Value Adjustment will apply to amounts in a Guarantee Period, unless we calculate the Settlement Value during the 30-day period after the expiration of the Guarantee Period. Also, the Settlement Value will reflect the deduction of any applicable withdrawal charges, contract maintenance charges, and premium taxes. Contract maintenance charges will be pro rated for the part of the Contract Year elapsed as of the date we determine the Settlement Value, unless your Contract qualifies for a waiver of such charges described in the "Contract Maintenance Charge" section above.

A "Death Benefit Anniversary" is every seventh Contract Anniversary beginning with the Issue Date. For example, the Issue Date, 7th and 14th Contract Anniversaries are the first 3 Death Benefit Anniversaries. The partial 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 Contract Value on the Death Benefit Anniversary adjusted by any prior purchase payments or withdrawals made since that Anniversary.

We will determine the value of the death benefit as of the end of the Valuation Date on which we receive a complete request for payment of the death benefit. If we receive a request after 3 p.m. Central Time on a Valuation Date, we will process the request as of the end of the following Valuation Date.

OPTIONAL RIDERS

We offer two optional riders: an Enhanced Death Benefit Rider and an Enhanced Death and Income Benefit Combination Rider. You may elect to add either or no Riders to your Contract; you may not add both. If you elect an optional Rider, we will charge you a higher mortality and expense risk charge. We may discontinue offering either or both of these Riders at any time. The benefits under these Riders are described below.

ENHANCED DEATH BENEFIT RIDER

If the Contract Owner is a living individual, the enhanced death benefit applies only upon the death of the Contract Owner. If the Contract Owner is not a living individual, the enhanced death benefit applies only upon the death of the Annuitant. For Contracts with the Enhanced Death Benefit Rider, the death benefit will be the greatest of (1) through (3) above, or (4) the enhanced death benefit. The enhanced death benefit is equal to the greater of the Enhanced Death Benefit A or Enhanced Death Benefit B. Enhanced Death Benefit B may not be available in all states. The enhanced death benefit will never be greater than the maximum death benefit allowed by any state nonforfeiture laws that govern the Contract.

ENHANCED DEATH BENEFIT A. At issue, Enhanced Death Benefit A is equal to the initial purchase payment. After issue, Enhanced Death Benefit A is the greatest of the ANNIVERSARY VALUES as of the date we determine the death benefit. The "Anniversary Value" is equal to the Contract Value on a Contract Anniversary, increased by purchase payments made since that Anniversary and reduced by an adjustment for any partial withdrawals since that Anniversary.

The adjustment is equal to (a) divided by (b), and the result multiplied by (c) where:

(a) = the withdrawal amount,

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

(c) = the Contract Value on that Contract Anniversary adjusted by any prior purchase payments and withdrawals since that Contract Anniversary.

We will calculate Anniversary Values for each Contract Anniversary prior to the oldest Contract Owner's or the Annuitant's, if the Contract Owner is not a natural person, 85th birthday. After age 85, we will recalculate Enhanced Death Benefit A only for purchase payments and withdrawals.

ENHANCED DEATH BENEFIT B. The Enhanced Death Benefit B is equal to total purchase payments made reduced by a withdrawal adjustment, as defined below. Each purchase payment and each withdrawal adjustment will accumulate daily at a rate equivalent to 5% per year until the earlier of:

- the date we determine the death benefit, or
- the first day of the month following the oldest Contract Owner's or, if the Contract Owner is not a natural person, the Annuitant's, 85th birthday.

The adjustment is equal to (a) divided by (b), and the result multiplied by (c) where:

- (a) = the withdrawal amount,
- (b) = the Contract Value immediately prior to the withdrawal, and
- (c) = the most recently calculated enhanced death benefit.

ENHANCED DEATH AND INCOME BENEFIT COMBINATION RIDER

Instead of the Enhanced Death Benefit Rider, you may instead choose the Enhanced Death and Income Benefit Combination Rider.

The enhanced death benefit portion of the Enhanced Death and Income Benefit Combination Rider is as described above under "Enhanced Death Benefit Rider."

The enhanced income benefit guarantees that the amount of income payments you receive will not be less than those determined by applying the value of the enhanced death benefit on the Payout Start Date to the minimum guaranteed rate (rather than to any current rates we may be offering) for the Income Plan you select.

The enhanced income benefit will apply if the Contract Owner elects a Payout Start Date that:

- is on or after the tenth Contract Anniversary, and
- is prior to the Annuitant's 90th Birthday.

On the Payout Start Date, you may apply the greater of the Contract Value or the enhanced income benefit to the Payout Phase of the Contract. No Market Value Adjustment will be applied to the enhanced income benefit amount. The enhanced income benefit will only apply if the Income Plan selected provides payments guaranteed for either a single or joint lives with a period certain of at least:

- 10 years, if the youngest Annuitant's age is 80 or less on the date the amount is applied; or

-
-
- 5 years, if the youngest Annuitant's age is greater than 80 on the date the amount is applied.

If, however, you apply the Contract Value and not the enhanced income benefit to the Income Plan, then you may select any Income Plan we offer at that time.

The enhanced income benefit only applies to the determination of income payments under Income Plans in the circumstances described above. This is not a guarantee of Contract Value on investment performance. This benefit does not enhance the amounts you receive in partial withdrawals or surrenders. If you surrender your Contract, you will not receive any benefit under this Rider.

MORE INFORMATION

ALLSTATE LIFE

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. Prior to January 1, 2005, Glenbrook Life and Annuity Company ("Glenbrook Life") issued the Contract. Effective January 1, 2005, Glenbrook Life merged with Allstate Life ("Merger"). On the date of the Merger, Allstate Life acquired from Glenbrook Life all of Glenbrook Life's assets and became directly liable for Glenbrook Life's liabilities and obligations with respect to all contracts issued by Glenbrook Life. 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.

THE VARIABLE ACCOUNT

Allstate Life established the Allstate Financial Advisors Separate Account I in 1999. The Contracts were previously issued through the Glenbrook Life Multi-Manager Variable Account. Effective January 1, 2005, Glenbrook Life Multi-Manager Variable Account and Glenbrook Life and Annuity Company Separate Account A combined with Allstate Financial Advisors Separate Account I 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 Variable 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.

28 PROSPECTUS

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 portfolio. 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. ALFS, Inc. ("ALFS"), located at 3100 Sanders Road, Northbrook, IL 60062-7154, serves as principal underwriter of the Contracts. ALFS is a wholly owned subsidiary of Allstate Life. ALFS is a registered broker dealer under the Securities and Exchange Act of 1934, as amended ("EXCHANGE ACT"), and is a member of the NASD.

We will pay commissions to broker-dealers who sell the contracts. Commissions paid may vary, but we estimate that the total commissions paid on all Contract sales will not exceed 8% of all purchase payments. These commissions are intended to cover distribution expenses. Sometimes, we also pay the broker-dealer a persistency bonus in addition to the standard commissions. A persistency bonus is not expected to exceed 0.25%, on an annual basis, of the Contract Values considered in connection with the bonus. In some states, Contracts may be sold by representatives or employees of banks which may be acting as broker-dealers without separate registration under the Exchange Act, pursuant to legal and regulatory exceptions.

Allstate Life does not pay ALFS a commission for distribution of the Contracts. The underwriting agreement with ALFS provides that we will reimburse ALFS for any liability to Contract Owners arising out of services rendered or Contracts issued.

ADMINISTRATION. We have primary responsibility for all administration of the Contracts and the Variable Account.

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 and transaction confirmations at least annually. 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. 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 reserve the right to 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.

NON-QUALIFIED 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 state insurance law pertaining to the Contracts, including the validity of the Contracts and Allstate Life's right to issue such Contracts under state insurance law, have been passed upon by Michael J. Velotta, General Counsel of Allstate Life.

30 PROSPECTUS

TAXES

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 surviving Contract Owner. Since the trust will be the surviving Contract Owner in all cases, the Death Benefit will be payable to the trust notwithstanding any beneficiary designation on the annuity contract. A trust, 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.

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.

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 full withdrawal, or
- if distributed under an Income Plan, the amounts are taxed in the same manner as annuity payments.

32 PROSPECTUS

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 a ruling that permits partial exchanges of annuity contracts. Under this ruling, if you take a withdrawal from a receiving or relinquishing annuity contract within 24 months of the partial exchange, then special aggregation rules apply for purposes of determining the taxable amount of a distribution. The IRS has issued limited guidance on how to aggregate and report these distributions. The IRS is expected to provide further guidance; as a result, it is possible that the amount we calculate and report to the IRS as taxable could be different.

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, 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, Section 1441 of the Code 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. 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 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.

33 PROSPECTUS

TAX QUALIFIED CONTRACTS

The income on tax sheltered annuity (TSA) and IRA investments is tax deferred, and the income on variable 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 a variable annuity as a TSA or IRA. Tax Qualified Contracts are contracts purchased as investments as:

- Individual Retirement Annuities (IRAs) under Section 408(b) of the Code;
- Roth IRAs under Section 408A of the Code;
- Simplified Employee Pension (SEP IRA) under Section 408(k) of the Code;
- Savings Incentive Match Plans for Employees (SIMPLE IRA) under Section 408(p) of the Code; and
- Tax Sheltered Annuities under Section 403(b) of the Code.

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.

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 retirement plan.

In the case of certain qualified plans, the terms of 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 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. All tax reporting of distributions from Roth IRAs will indicate that the taxable amount is not determined.

REQUIRED MINIMUM DISTRIBUTIONS. Generally, IRAs (excluding Roth IRAs) and TSAs 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. 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.

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 403(b) 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:

34 PROSPECTUS

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- 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), and
 - made for a first time home purchase (up to a \$10,000 lifetime limit and applies only for IRAs).

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, 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 employer sponsored retirement plans, 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.

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, Section 1441 of the Code 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. 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 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.

INDIVIDUAL RETIREMENT ANNUITIES. Section 408 of the Code 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 plans may be "rolled over" on a tax-deferred basis into an Individual Retirement Annuity.

ROTH INDIVIDUAL RETIREMENT ANNUITIES. Section 408A of the Code permits eligible individuals to make nondeductible contributions to an individual retirement program known as a Roth Individual Retirement Annuity.

35 PROSPECTUS

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. The income portion of a conversion or rollover distribution is taxable currently, but is exempted from the 10% penalty tax on premature distributions.

ANNUITIES HELD BY INDIVIDUAL RETIREMENT ACCOUNTS (COMMONLY KNOWN AS CUSTODIAL

IRAS). Internal Revenue 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.

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 annuity 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. Section 408(k) of the Code 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). Section 408(p) of the Code allow 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.

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. Section 403(b) of the Code 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 Employee Retirement Income Security Act of 1974 (ERISA) funds in 403(b) contracts.

36 PROSPECTUS

ANNUAL REPORTS AND OTHER DOCUMENTS

Allstate Life's annual report on Form 10-K for the year ended December 31, 2003 and its Form 10-Q reports for the quarters ended March 31, 2004, June 30, 2004, and September 30, 2004 are incorporated herein by reference which means that they are legally a part of this prospectus.

After the date of this prospectus and before we terminate the offering of the securities under this prospectus, all documents or reports we file with the SEC under the Exchange Act are also incorporated herein by reference, which means that they also legally become 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 and quarterly reports on Form 10-K and Form 10-Q 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 450 Fifth Street, N.W., Washington, D.C. 20549. 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 2940 S. 84TH STREET, LINCOLN, NE 68506-4142 (telephone:

1-800-755-5275).

APPENDIX A

**ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT
SINCE CONTRACTS WERE FIRST OFFERED***

BASIC POLICY

For the Years Beginning January 1 and Ending December 31,*	1998	1999	2000	2001	2002
AIM V.I. BALANCED SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.73	\$ 12.66	\$ 11.99	\$ 10.50
Accumulation Unit Value, End of Period	\$ 10.73	\$ 12.66	\$ 11.99	\$ 10.50	\$ 8.605
Number of Units Outstanding, End of Period	0	7,487	52,646	90,025	79,599
AIM V.I. CAPITAL APPRECIATION SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.39	\$ 16.29	\$ 14.35	\$ 10.88
Accumulation Unit Value, End of Period	\$ 10.73	\$ 16.29	\$ 14.35	\$ 10.88	\$ 8.138
Number of Units Outstanding, End of Period	0	8,743	73,347	76,217	62,506
AIM V.I. CORE EQUITY SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.36	\$ 15.09	\$ 12.74	\$ 9.72
Accumulation Unit Value, End of Period	\$ 11.36	\$ 15.09	\$ 12.74	\$ 9.72	\$ 8.112
Number of Units Outstanding, End of Period	0	12,180	53,747	73,192	55,166
AIM V.I. DIVERSIFIED INCOME SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.22	\$ 9.91	\$ 9.87	\$ 10.11
Accumulation Unit Value, End of Period	\$ 10.22	\$ 9.91	\$ 9.87	\$ 10.11	\$ 10.219
Number of Units Outstanding, End of Period	0	721	721	721	80,837
AIM V.I. GLOBAL UTILITIES SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.73	\$ 14.16	\$ 13.68	\$ 11.04
Accumulation Unit Value, End of Period	\$ 10.73	\$ 14.16	\$ 13.68	\$ 11.04	\$ 7.178
Number of Units Outstanding, End of Period	0	0	0	0	0
AIM V.I. GOVERNMENT SECURITIES SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.38	\$ 9.85	\$ 10.73	\$ 11.29
Accumulation Unit Value, End of Period	\$ 10.38	\$ 9.85	\$ 10.73	\$ 11.29	\$ 12.228
Number of Units Outstanding, End of Period	0	0	2,954	17,908	18,116
AIM V.I. GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.83	\$ 15.82	\$ 12.43	\$ 8.13
Accumulation Unit Value, End of Period	\$ 11.83	\$ 15.82	\$ 12.43	\$ 8.13	\$ 5.545
Number of Units Outstanding, End of Period	0	13,275	69,688	57,165	41,008
AIM V.I. HIGH YIELD SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.31	\$ 11.27	\$ 9.03	\$ 8.48
Accumulation Unit Value, End of Period	\$ 10.31	\$ 11.27	\$ 9.03	\$ 8.48	\$ 7.891
Number of Units Outstanding, End of Period	0	7,387	9,651	16,857	9,136
AIM V.I. INTERNATIONAL GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.68	\$ 16.38	\$ 11.92	\$ 9.00
Accumulation Unit Value, End of Period	\$ 10.68	\$ 16.38	\$ 11.92	\$ 9.00	\$ 7.510
Number of Units Outstanding, End of Period	0	0	4,196	4,353	3,644
AIM V.I. PREMIER EQUITY SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.52	\$ 14.80	\$ 12.49	\$ 12.49
Accumulation Unit Value, End of Period	\$ 11.52	\$ 14.80	\$ 12.49	\$ 10.79	\$ 7.442
Number of Units Outstanding, End of Period	0	42,074	115,418	133,037	99,724
AIM V.I. UTILITIES SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	—	—	—	—
Accumulation Unit Value, End of Period	—	—	—	—	—
Number of Units Outstanding, End of Period	—	—	—	—	—
DREYFUS SOCIALLY RESPONSIBLE GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.79	\$ 14.40	\$ 12.66	\$ 9.69
Accumulation Unit Value, End of Period	\$ 10.79	\$ 14.40	\$ 12.66	\$ 9.69	\$ 6.808
Number of Units Outstanding, End of Period	0	3,130	5,459	2,854	2,119

DREYFUS STOCK INDEX SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.87	\$ 12.97	\$ 11.63	\$ 10.10
Accumulation Unit Value, End of Period	\$ 10.87	\$ 12.97	\$ 11.63	\$ 10.10	\$ 7.750
Number of Units Outstanding, End of Period	0	9,930	23,030	17,916	18,764
DREYFUS VIF GROWTH & INCOME SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.65	\$ 12.47	\$ 11.86	\$ 11.86
Accumulation Unit Value, End of Period	\$ 10.65	\$ 12.47	\$ 11.86	\$ 11.078	\$ 8.148
Number of Units Outstanding, End of Period	0	2,680	3,326	13,021	12,290
DREYFUS VIF MONEY MARKET SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.05	\$ 10.40	\$ 10.91	\$ 11.211
Accumulation Unit Value, End of Period	\$ 10.05	\$ 10.40	\$ 10.91	\$ 11.211	\$ 11.245
Number of Units Outstanding, End of Period	0	0	0	33,552	21,895
DREYFUS VIF SMALL COMPANY STOCK SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.65	\$ 11.66	\$ 12.51	\$ 12.178
Accumulation Unit Value, End of Period	\$ 10.65	\$ 11.66	\$ 12.51	\$ 12.178	\$ 9.665
Number of Units Outstanding, End of Period	0	236	429	428	314
FIDELITY VIP CONTRAFUND/(R)/ SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.66	\$ 14.33	\$ 13.23	\$ 11.473
Accumulation Unit Value, End of Period	\$ 11.66	\$ 14.33	\$ 13.23	\$ 11.473	\$ 10.281
Number of Units Outstanding, End of Period	0	18,963	101,434	128,908	109,080
FIDELITY VIP EQUITY-INCOME SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.48	\$ 11.02	\$ 11.81	\$ 11.096
Accumulation Unit Value, End of Period	\$ 10.48	\$ 11.02	\$ 11.81	\$ 11.096	\$ 9.110
Number of Units Outstanding, End of Period	0	30,264	100,008	169,933	151,301
FIDELITY VIP GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.20	\$ 15.22	\$ 13.40	\$ 10.906
Accumulation Unit Value, End of Period	\$ 11.20	\$ 15.22	\$ 13.40	\$ 10.906	\$ 7.536
Number of Units Outstanding, End of Period	0	25,821	168,574	193,055	156,368
FIDELITY VIP HIGH INCOME SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.43	\$ 11.16	\$ 8.55	\$ 7.462
Accumulation Unit Value, End of Period	\$ 10.43	\$ 11.16	\$ 8.55	\$ 7.462	\$ 7.637
Number of Units Outstanding, End of Period	0	3,837	45,009	69,939	76,485
GOLDMAN SACHS VIT CAPITAL GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.10	\$ 13.99	\$ 8.55	\$ 10.763
Accumulation Unit Value, End of Period	\$ 11.10	\$ 11.16	\$ 8.55	\$ 10.763	\$ 8.051
Number of Units Outstanding, End of Period	0	0	573	573	573
GOLDMAN SACHS CORE(SM) SMALL CAP EQUITY SUB-ACCOUNT					

Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.60	\$ 12.36	\$ 12.44	\$ 12.851
Accumulation Unit Value, End of Period	\$ 10.60	\$ 12.36	\$ 12.44	\$ 12.851	\$ 10.803
Number of Units Outstanding, End of Period	0	86	717	716	785
GOLDMAN SACHS VIT CORE(SM) U.S. EQUITY SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.89	\$ 13.46	\$ 12.02	\$ 10.466
Accumulation Unit Value, End of Period	\$ 10.89	\$ 13.46	\$ 12.02	\$ 10.466	\$ 8.081
Number of Units Outstanding, End of Period	0	317	0	159	158
GOLDMAN SACHS VIT GLOBAL INCOME SUB-ACCOUNT/(2)/					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 9.67	\$ 9.92	\$ 10.70	—
Accumulation Unit Value, End of Period	\$ 9.67	\$ 9.92	\$ 10.70	\$ 11.089	—
Number of Units Outstanding, End of Period	0	0	724	895	—
GOLDMAN SACHS VIT GROWTH AND INCOME SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 9.94	\$ 10.46	\$ 9.86	\$ 8.712
Accumulation Unit Value, End of Period	\$ 9.94	\$ 10.46	\$ 9.86	\$ 8.712	\$ 7.742
Number of Units Outstanding, End of Period	0	637	636	1386	0
GOLDMAN SACHS VIT INTERNATIONAL EQUITY SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.84	\$ 14.25	\$ 12.24	\$ 9.402
Accumulation Unit Value, End of Period	\$ 10.84	\$ 14.25	\$ 12.24	\$ 9.402	\$ 7.590
Number of Units Outstanding, End of Period	0	0	168	167	166

MFS EMERGING GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.95	\$ 20.88	\$ 16.60	\$ 10.91
Accumulation Unit Value, End of Period	\$ 11.95	\$ 20.88	\$ 16.60	\$ 10.91	\$ 7.146
Number of Units Outstanding, End of Period	0	1,059	58,025	104,779	94,106
MFS INVESTORS TRUST SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.81	\$ 11.41	\$ 11.26	\$ 9.36
Accumulation Unit Value, End of Period	\$ 10.81	\$ 11.41	\$ 11.26	\$ 9.36	\$ 7.311
Number of Units Outstanding, End of Period	0	6,295	15,337	45,121	32,328
MFS NEW DISCOVERY SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.38	\$ 19.52	\$ 18.92	\$ 17.76
Accumulation Unit Value, End of Period	\$ 11.38	\$ 19.52	\$ 18.92	\$ 17.76	\$ 12.002
Number of Units Outstanding, End of Period	0	183	3,148	6,802	6,778
NEUBERGER BERMAN AMT GUARDIAN SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.81	\$ 12.28	\$ 10.31	\$ 12.058
Accumulation Unit Value, End of Period	\$ 10.81	\$ 12.28	\$ 10.31	\$ 12.058	\$ 8.694
Number of Units Outstanding, End of Period	0	0	28,736	0	0
NEUBERGER BERMAN AMT MID-CAP GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 12.13	\$ 18.45	\$ 16.88	\$ 12.575
Accumulation Unit Value, End of Period	\$ 12.13	\$ 18.45	\$ 16.88	\$ 12.575	\$ 8.784
Number of Units Outstanding, End of Period	0	296	696	695	316
NEUBERGER BERMAN AMT PARTNERS SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.31	\$ 10.00	\$ 10.90	\$ 10.465
Accumulation Unit Value, End of Period	\$ 10.31	\$ 10.94	\$ 10.90	\$ 10.465	\$ 7.848
Number of Units Outstanding, End of Period	0	0	0	0	0
VAN KAMPEN UIF CORE PLUS FIXED INCOME SUB-ACCOUNT/(3)(4)/					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.15	\$ 9.87	\$ 10.85	\$ 11.723
Accumulation Unit Value, End of Period	\$ 10.15	\$ 9.87	\$ 10.85	\$ 11.723	\$ 12.439
Number of Units Outstanding, End of Period	0	0	0	0	0
VAN KAMPEN UIF EQUITY GROWTH SUB-ACCOUNT/(3)/					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.94	\$ 15.09	\$ 13.17	\$ 11.049
Accumulation Unit Value, End of Period	\$ 10.94	\$ 15.09	\$ 13.17	\$ 11.049	\$ 7.879
Number of Units Outstanding, End of Period	0	0	162	0	2,459
VAN KAMPEN UIF GLOBAL VALUE EQUITY SUB-ACCOUNT/(3)(5)/					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.43	\$ 10.73	\$ 11.83	\$ 10.873
Accumulation Unit Value, End of Period	\$ 10.43	\$ 10.73	\$ 11.83	\$ 10.873	\$ 8.937
Number of Units Outstanding, End of Period	0	0	959	0	1,077
VAN KAMPEN UIF INTERNATIONAL MAGNUM SUB-ACCOUNT/(3)/					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.39	\$ 12.85	\$ 11.13	\$ 8.881
Accumulation Unit Value, End of Period	\$ 10.39	\$ 12.85	\$ 11.13	\$ 8.881	\$ 7.304
Number of Units Outstanding, End of Period	0	0	0	0	0
VAN KAMPEN UIF U.S. MID CAP VALUE SUB-ACCOUNT/(3)(6)/					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.96	\$ 10.00	\$ 14.32	\$ 13.705
Accumulation Unit Value, End of Period	\$ 10.96	\$ 13.07	\$ 14.32	\$ 13.705	\$ 9.752
Number of Units Outstanding, End of Period	0	0	5,400	0	9,054
VAN KAMPEN UIF U.S. REAL ESTATE SUB-ACCOUNT/(3)/					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.18	\$ 10.00	\$ 12.67	\$ 13.759

Accumulation Unit Value, End of Period	\$ 10.18	\$ 9.91	\$ 12.67	\$ 13.759	\$ 13.403
Number of Units Outstanding, End of Period	0	0	0	0	0
VAN KAMPEN UIF VALUE SUB-ACCOUNT/(3)/					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 9.95	\$ 10.00	\$ 11.93	\$ 12.058
Accumulation Unit Value, End of Period	\$ 9.95	\$ 9.65	\$ 11.93	\$ 12.058	\$ 9.279
Number of Units Outstanding, End of Period	0	0	233	0	753

40 PROSPECTUS

For the Years Beginning January 1 and Ending December 31,*

	2003	2004
AIM V.I. BALANCED SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 8.605	\$ 9.899
Accumulation Unit Value, End of Period	\$ 9.899	\$ 9.863
Number of Units Outstanding, End of Period	77,339	76,112
AIM V.I. CAPITAL APPRECIATION SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 8.138	\$ 10.420
Accumulation Unit Value, End of Period	\$ 10.420	\$ 10.011
Number of Units Outstanding, End of Period	51,334	45,919
AIM V.I. CORE EQUITY SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 8.112	\$ 9.978
Accumulation Unit Value, End of Period	\$ 9.978	\$ 10.030
Number of Units Outstanding, End of Period	52,185	49,973
AIM V.I. DIVERSIFIED INCOME SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 10.219	\$ 11.035
Accumulation Unit Value, End of Period	\$ 11.035	\$ 11.350
Number of Units Outstanding, End of Period	80,837	80,837
AIM V.I. GLOBAL UTILITIES SUB-ACCOUNT/(1)/		
Accumulation Unit Value, Beginning of Period	\$ 7.178	\$ 8.446
Accumulation Unit Value, End of Period	\$ 8.446	\$ 8.490
Number of Units Outstanding, End of Period	0	0
AIM V.I. GOVERNMENT SECURITIES SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 12.228	\$ 12.217
Accumulation Unit Value, End of Period	\$ 12.217	\$ 12.350
Number of Units Outstanding, End of Period	25,026	23,535
AIM V.I. GROWTH SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 5.545	\$ 7.195
Accumulation Unit Value, End of Period	\$ 7.195	\$ 6.979
Number of Units Outstanding, End of Period	29,457	27,704
AIM V.I. HIGH YIELD SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 7.891	\$ 9.988
Accumulation Unit Value, End of Period	\$ 9.988	\$ 10.516
Number of Units Outstanding, End of Period	9,047	8,957
AIM V.I. INTERNATIONAL GROWTH SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 7.510	\$ 9.582
Accumulation Unit Value, End of Period	\$ 9.582	\$ 10.234
Number of Units Outstanding, End of Period	3,304	3,578
AIM V.I. PREMIER EQUITY SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 7.442	\$ 9.202
Accumulation Unit Value, End of Period	\$ 9.202	\$ 8.893
Number of Units Outstanding, End of Period	89,645	80,195
AIM V.I. UTILITIES SUB-ACCOUNT/(1)/		
Accumulation Unit Value, Beginning of Period	—	\$ 10.000
Accumulation Unit Value, End of Period	—	\$ 10.897
Number of Units Outstanding, End of Period	—	0
DREYFUS SOCIALLY RESPONSIBLE GROWTH SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 6.808	\$ 8.480

Accumulation Unit Value, End of Period	\$ 8.480	\$ 8.203
Number of Units Outstanding, End of Period	1,323	1,514
DREYFUS STOCK INDEX SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 7.750	\$ 9.834
Accumulation Unit Value, End of Period	\$ 9.834	\$ 9.847
Number of Units Outstanding, End of Period	13,107	13,597
DREYFUS VIF GROWTH & INCOME SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 8.148	\$ 10.195
Accumulation Unit Value, End of Period	\$ 10.195	\$ 9.903
Number of Units Outstanding, End of Period	11,244	11,237

41 PROSPECTUS

DREYFUS VIF MONEY MARKET SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 11.245	\$ 11.194
Accumulation Unit Value, End of Period	\$ 11.194	\$ 11.152
Number of Units Outstanding, End of Period	7,225	9,183

DREYFUS VIF SMALL COMPANY STOCK SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 9.665	\$ 13.658
Accumulation Unit Value, End of Period	\$ 13.658	\$ 14.426
Number of Units Outstanding, End of Period	0	227

FIDELITY VIP CONTRAFUND/(R)/ SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 10.281	\$ 13.057
Accumulation Unit Value, End of Period	\$ 13.057	\$ 13.691
Number of Units Outstanding, End of Period	105,900	102,482

FIDELITY VIP EQUITY-INCOME SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 9.110	\$ 11.738
Accumulation Unit Value, End of Period	\$ 11.738	\$ 11.879
Number of Units Outstanding, End of Period	139,986	138,095

FIDELITY VIP GROWTH SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 7.536	\$ 9.896
Accumulation Unit Value, End of Period	\$ 9.896	\$ 9.351
Number of Units Outstanding, End of Period	144,374	135,616

FIDELITY VIP HIGH INCOME SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 7.637	\$ 9.600
Accumulation Unit Value, End of Period	\$ 9.600	\$ 9.969
Number of Units Outstanding, End of Period	97,563	96,011

GOLDMAN SACHS VIT CAPITAL GROWTH SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 8.051	\$ 9.848
Accumulation Unit Value, End of Period	\$ 9.848	\$ 9.713
Number of Units Outstanding, End of Period	573	573

GOLDMAN SACHS CORE(SM) SMALL CAP EQUITY SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 10.803	\$ 15.592
Accumulation Unit Value, End of Period	\$ 15.592	\$ 16.113
Number of Units Outstanding, End of Period	714	714

GOLDMAN SACHS VIT CORE(SM) U.S. EQUITY SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 8.081	\$ 10.343
Accumulation Unit Value, End of Period	\$ 10.343	\$ 10.781
Number of Units Outstanding, End of Period	158	158

GOLDMAN SACHS VIT GLOBAL INCOME SUB -ACCOUNT/(2)/

Accumulation Unit Value, Beginning of Period	—	—
Accumulation Unit Value, End of Period	—	—
Number of Units Outstanding, End of Period	—	—

GOLDMAN SACHS VIT GROWTH AND INCOME SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 7.742	\$ 9.518
Accumulation Unit Value, End of Period	\$ 9.518	\$ 10.248
Number of Units Outstanding, End of Period	0	0

GOLDMAN SACHS VIT INTERNATIONAL EQUITY SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 7.590	\$ 10.167
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Accumulation Unit Value, End of Period	\$ 10.167	\$ 9.952
Number of Units Outstanding, End of Period	0	820
MFS EMERGING GROWTH SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 7.146	\$ 9.200
Accumulation Unit Value, End of Period	\$ 9.200	\$ 9.021
Number of Units Outstanding, End of Period	83,943	72,029
MFS INVESTORS TRUST SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 7.311	\$ 8.828
Accumulation Unit Value, End of Period	\$ 8.828	\$ 8.809
Number of Units Outstanding, End of Period	30,413	28,480

42 PROSPECTUS

MFS NEW DISCOVERY SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 12.002	\$ 15.866
Accumulation Unit Value, End of Period	\$ 15.866	\$ 14.659
Number of Units Outstanding, End of Period	6,419	6,644

NEUBERGER BERMAN AMT GUARDIAN SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 8.694	\$ 11.325
Accumulation Unit Value, End of Period	\$ 11.325	\$ 11.734
Number of Units Outstanding, End of Period	0	0

NEUBERGER BERMAN AMT MID-CAP GROWTH SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 8.784	\$ 11.121
Accumulation Unit Value, End of Period	\$ 11.121	\$ 11.357
Number of Units Outstanding, End of Period	315	315

NEUBERGER BERMAN AMT PARTNERS SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 7.848	\$ 10.481
Accumulation Unit Value, End of Period	\$ 10.481	\$ 10.998
Number of Units Outstanding, End of Period	0	0

VAN KAMPEN UIF CORE PLUS FIXED INCOME SUB-ACCOUNT/(3)(4)/

Accumulation Unit Value, Beginning of Period	\$ 12.439	\$ 12.867
Accumulation Unit Value, End of Period	\$ 12.867	\$ 13.164
Number of Units Outstanding, End of Period	3,413	3,412

VAN KAMPEN UIF EQUITY GROWTH SUB-ACCOUNT/(3)/

Accumulation Unit Value, Beginning of Period	\$ 7.879	\$ 9.731
Accumulation Unit Value, End of Period	\$ 9.731	\$ 9.445
Number of Units Outstanding, End of Period	2,298	2,402

VAN KAMPEN UIF GLOBAL VALUE EQUITY SUB-ACCOUNT/(3)(5)/

Accumulation Unit Value, Beginning of Period	\$ 8.937	\$ 11.393
Accumulation Unit Value, End of Period	\$ 11.393	\$ 11.516
Number of Units Outstanding, End of Period	115	115

VAN KAMPEN UIF INTERNATIONAL MAGNUM SUB-ACCOUNT/(3)/

Accumulation Unit Value, Beginning of Period	\$ 7.304	\$ 9.200
Accumulation Unit Value, End of Period	\$ 9.200	9.332
Number of Units Outstanding, End of Period	0	0

VAN KAMPEN UIF U.S. MID CAP VALUE SUB-ACCOUNT/(3)(6)/

Accumulation Unit Value, Beginning of Period	\$ 9.752	\$ 13.642
Accumulation Unit Value, End of Period	\$ 13.642	\$ 13.939
Number of Units Outstanding, End of Period	7,762	7,683

VAN KAMPEN UIF U.S. REAL ESTATE SUB-ACCOUNT/(3)/

Accumulation Unit Value, Beginning of Period	\$ 13.403	\$ 18.346
Accumulation Unit Value, End of Period	\$ 18.346	\$ 21.186
Number of Units Outstanding, End of Period	0	188

VAN KAMPEN UIF VALUE SUB-ACCOUNT/(3)/

Accumulation Unit Value, Beginning of Period	\$ 9.279	\$ 12.300
Accumulation Unit Value, End of Period	\$ 12.300	\$ 13.085
Number of Units Outstanding, End of Period	1,016	1,117

- * The Contracts were first offered on November 10, 1998. The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 1.05% and an administrative expense charge of 0.10%. All of the Variable Sub-Accounts commenced operations on or before November 10, 1998. The Accumulation Unit information shown for 2004 is for the period beginning January 1 and ending September 30.
- (1) Effective April 30, 2004, AIM VI. Global Utilities Fund - Series I was merged into INVESCO VIF-Utilities Fund - Series I. Effective October 15, 2004, INVESCO VIF-Utilities Fund - Series I changed its name to AIM V.I. Utilities Fund - Series I. We have made a corresponding change in the name of the Variable Sub-Account that invests in this Portfolio.
 - (2) Effective May 1, 2002, the Goldman Sachs VIT Global Income Sub-Account closed to new investors.
 - (3) Effective May 1, 2004, the Morgan Stanley UIF Portfolios were rebranded the Van Kampen UIF Portfolios.
 - (4) Effective May 1, 2002, Van Kampen UIF Fixed Income Portfolio, Class I changed its name to Van Kampen UIF Core Plus Fixed Income Portfolio, Class I. We have made a corresponding change in the name of the Variable Sub-Account that invests in this Portfolio.
 - (5) Effective May 1, 2001, Van Kampen UIF Global Equity Portfolio, Class I changed its name to Van Kampen UIF Global Value Equity Portfolio, Class I. The investment objective for this Portfolio has not changed. We have made a corresponding change in the name of the Variable Sub-Account that invests in this Portfolio.

43 PROSPECTUS

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- (6) Effective May 1, 2003, Van Kampen UIF Mid Cap Value Portfolio, Class I changed its name to Van Kampen UIF U.S. Mid Cap Core Portfolio, Class I. Effective May 1, 2004, Van Kampen UIF U.S. Mid Cap Core Portfolio, Class I changed its name to Van Kampen UIF U.S. Mid Cap Value Portfolio, Class I.

44 PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT SINCE CONTRACTS WERE FIRST OFFERED*

WITH ENHANCED DEATH AND INCOME BENEFIT COMBINATION RIDER

For the Years Beginning January 1 and Ending December 31,*	1998	1999	2000	2001	2002
AIM V.I. BALANCED SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.73	\$ 12.60	\$ 11.88	\$ 10.36
Accumulation Unit Value, End of Period	\$ 10.73	\$ 12.60	\$ 11.88	\$ 10.36	\$ 8.450
Number of Units Outstanding, End of Period	0	43121	101,781	94,585	89,074
AIM V.I. CAPITAL APPRECIATION SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.39	\$ 16.21	\$ 14.22	\$ 10.73
Accumulation Unit Value, End of Period	\$ 11.39	\$ 16.21	\$ 14.22	\$ 10.73	\$ 7.991
Number of Units Outstanding, End of Period	0	16,046	122,768	129,783	103,573
AIM V.I. CORE EQUITY SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.36	\$ 15.01	\$ 12.63	\$ 9.59
Accumulation Unit Value, End of Period	\$ 11.36	\$ 15.01	\$ 12.63	\$ 9.59	\$ 7.966
Number of Units Outstanding, End of Period	0	11,459	66,400	69,341	55,288
AIM V.I. DIVERSIFIED INCOME SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.21	\$ 9.86	\$ 9.78	\$ 9.97
Accumulation Unit Value, End of Period	\$ 10.21	\$ 9.86	\$ 9.78	\$ 9.97	\$ 10.034
Number of Units Outstanding, End of Period	0	1,484	1,484	1,484	1,484
AIM V.I. GLOBAL UTILITIES SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.72	\$ 14.09	\$ 14.09	\$ 10.90
Accumulation Unit Value, End of Period	\$ 10.72	\$ 14.09	\$ 13.59	\$ 10.90	\$ 7.048
Number of Units Outstanding, End of Period	0	0	0	0	0
AIM V.I. GOVERNMENT SECURITIES SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.38	\$ 9.80	\$ 10.63	\$ 10.99
Accumulation Unit Value, End of Period	\$ 10.38	\$ 9.80	\$ 10.63	\$ 10.99	\$ 12.007
Number of Units Outstanding, End of Period	0	0	0	0	0
AIM V.I. GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.82	\$ 15.74	\$ 12.32	\$ 8.02
Accumulation Unit Value, End of Period	\$ 11.82	\$ 15.74	\$ 12.32	\$ 8.02	\$ 5.445
Number of Units Outstanding, End of Period	0	21,246	108,292	112,689	104,501
AIM V.I. HIGH YIELD SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.31	\$ 11.22	\$ 8.94	\$ 8.36
Accumulation Unit Value, End of Period	\$ 10.31	\$ 11.22	\$ 8.94	\$ 8.36	\$ 7.748
Number of Units Outstanding, End of Period	0	185	10,889	11,220	12,011

AIM V.I. INTERNATIONAL GROWTH SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.68	\$ 16.30	\$ 11.81	\$ 8.89
Accumulation Unit Value, End of Period	\$ 10.68	\$ 16.30	\$ 11.81	\$ 8.89	\$ 7.374
Number of Units Outstanding, End of Period	0	2,943	3,483	3,178	2,927

AIM V.I. PREMIER EQUITY SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.51	\$ 14.73	\$ 12.37	\$ 10.65
Accumulation Unit Value, End of Period	\$ 11.51	\$ 14.73	\$ 12.37	\$ 10.65	\$ 7.307
Number of Units Outstanding, End of Period	0	34,288	159,570	160,343	126,176

AIM V.I. UTILITIES SUB-ACCOUNT/(1)/

Accumulation Unit Value, Beginning of Period	—	—	—	—	—
Accumulation Unit Value, End of Period	—	—	—	—	—
Number of Units Outstanding, End of Period	—	—	—	—	—

DREYFUS SOCIALLY RESPONSIBLE GROWTH SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.77	\$ 14.33	\$ 12.55	\$ 9.56
Accumulation Unit Value, End of Period	\$ 10.77	\$ 14.33	\$ 12.55	\$ 9.56	\$ 6.685
Number of Units Outstanding, End of Period	0	5,493	7,121	6,350	5,661

DREYFUS STOCK INDEX SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.87	\$ 12.90	\$ 11.52	\$ 9.96
Accumulation Unit Value, End of Period	\$ 10.87	\$ 12.90	\$ 11.52	\$ 9.96	\$ 7.610
Number of Units Outstanding, End of Period	0	19,955	21,326	19,024	16,309
DREYFUS VIF GROWTH & INCOME SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.64	\$ 12.40	\$ 11.75	\$ 10.89
Accumulation Unit Value, End of Period	\$ 10.64	\$ 12.40	\$ 11.75	\$ 10.89	\$ 8.000
Number of Units Outstanding, End of Period	0	3,983	3,676	3,568	2,993
DREYFUS VIF MONEY MARKET SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.04	\$ 10.36	\$ 10.81	\$ 11.06
Accumulation Unit Value, End of Period	\$ 10.04	\$ 10.36	\$ 10.81	\$ 11.06	\$ 11.042
Number of Units Outstanding, End of Period	0	577	489	16,157	14,874
DREYFUS VIF SMALL COMPANY STOCK SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.65	\$ 11.60	\$ 12.39	\$ 12.01
Accumulation Unit Value, End of Period	\$ 10.65	\$ 11.60	\$ 12.39	\$ 12.01	\$ 9.491
Number of Units Outstanding, End of Period	0	2,542	2,538	2,047	1,716
FIDELITY VIP CONTRAFUND/(R)/ SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.65	\$ 14.26	\$ 13.10	\$ 11.32
Accumulation Unit Value, End of Period	\$ 11.65	\$ 14.26	\$ 13.10	\$ 11.32	\$ 10.096
Number of Units Outstanding, End of Period	0	32,161	13,1791	134,375	114,720
FIDELITY VIP EQUITY-INCOME SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.47	\$ 10.96	\$ 11.70	\$ 10.94
Accumulation Unit Value, End of Period	\$ 10.47	\$ 10.96	\$ 11.70	\$ 10.94	\$ 8.946
Number of Units Outstanding, End of Period	0	11,621	45,849	55,016	54,937
FIDELITY VIP GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.19	\$ 15.15	\$ 13.27	\$ 10.76
Accumulation Unit Value, End of Period	\$ 11.19	\$ 15.15	\$ 13.27	\$ 10.76	\$ 7.399
Number of Units Outstanding, End of Period	0	22,088	151,189	149,935	123,919
FIDELITY VIP HIGH INCOME SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.43	\$ 11.10	\$ 8.47	\$ 7.36
Accumulation Unit Value, End of Period	\$ 10.43	\$ 11.10	\$ 8.47	\$ 7.36	\$ 7.493
Number of Units Outstanding, End of Period	0	3,667	31,190	24,128	17,717
GOLDMAN SACHS VIT CAPITAL GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.09	\$ 13.92	\$ 12.61	\$ 10.62
Accumulation Unit Value, End of Period	\$ 11.09	\$ 13.92	\$ 12.61	\$ 10.62	\$ 7.906
Number of Units Outstanding, End of Period	0	2,449	4,173	2,958	3,144
GOLDMAN SACHS CORE(SM) SMALL CAP EQUITY SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.59	\$ 12.30	\$ 12.32	\$ 12.67
Accumulation Unit Value, End of Period	\$ 10.59	\$ 12.30	\$ 12.32	\$ 12.67	\$ 10.607
Number of Units Outstanding, End of Period	0	17,918	18,069	17,077	13,981
GOLDMAN SACHS VIT CORE(SM) U.S. EQUITY SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.89	\$ 13.39	\$ 11.91	\$ 10.32

Accumulation Unit Value, End of Period	\$ 10.89	\$ 13.39	\$ 11.91	\$ 10.32	\$ 7.935
Number of Units Outstanding, End of Period	0	20,515	23,250	20,215	16,365
GOLDMAN SACHS VIT GLOBAL INCOME SUB-ACCOUNT/(2)/					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 9.66	\$ 9.87	\$ 10.60	—
Accumulation Unit Value, End of Period	\$ 9.66	\$ 9.87	\$ 10.60	\$ 10.94	—
Number of Units Outstanding, End of Period	0	0	0	0	0
GOLDMAN SACHS VIT GROWTH AND INCOME SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 9.93	\$ 10.41	\$ 9.76	\$ 8.71
Accumulation Unit Value, End of Period	\$ 9.93	\$ 10.41	\$ 9.76	\$ 8.71	\$ 7.603
Number of Units Outstanding, End of Period	0	2,081	2,047	1,386	820
GOLDMAN SACHS VIT INTERNATIONAL EQUITY SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.84	\$ 14.18	\$ 12.12	\$ 9.27
Accumulation Unit Value, End of Period	\$ 10.84	\$ 14.18	\$ 12.12	\$ 9.27	\$ 7.453
Number of Units Outstanding, End of Period	0	0	1,812	1,812	1,812

MFS EMERGING GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.94	\$ 20.78	\$ 16.44	\$ 10.76
Accumulation Unit Value, End of Period	\$ 11.94	\$ 20.78	\$ 16.44	\$ 10.76	\$ 7.017
Number of Units Outstanding, End of Period	0	19,189	64,075	65,183	58,274
MFS INVESTORS TRUST SERIES					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.81	\$ 11.35	\$ 11.16	\$ 9.23
Accumulation Unit Value, End of Period	\$ 10.81	\$ 11.35	\$ 11.16	\$ 9.23	\$ 7.179
Number of Units Outstanding, End of Period	0	4,808	11,160	9,277	7,991
MFS NEW DISCOVERY SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.38	\$ 19.42	\$ 18.74	\$ 17.51
Accumulation Unit Value, End of Period	\$ 11.38	\$ 19.42	\$ 18.74	\$ 17.51	\$ 11.785
Number of Units Outstanding, End of Period	0	707	1,509	913	1,214
NEUBERGER BERMAN AMT GUARDIAN SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.80	\$ 12.22	\$ 12.17	\$ 11.79
Accumulation Unit Value, End of Period	\$ 10.80	\$ 12.22	\$ 12.17	\$ 11.79	\$ 8.537
Number of Units Outstanding, End of Period	0	1,924	1,415	1,315	756
NEUBERGER BERMAN AMT MID CAP GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 12.12	\$ 18.36	\$ 16.72	\$ 12.40
Accumulation Unit Value, End of Period	\$ 12.12	\$ 18.36	\$ 16.72	\$ 12.40	\$ 8.625
Number of Units Outstanding, End of Period	0	64	1,853	1,852	1,850
NEUBERGER BERMAN AMT PARTNERS SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.30	\$ 10.89	\$ 10.79	\$ 10.32
Accumulation Unit Value, End of Period	\$ 10.30	\$ 10.89	\$ 10.79	\$ 10.32	\$ 7.706
Number of Units Outstanding, End of Period	0	17,996	16,330	16,031	12,781
VAN KAMPEN UIF CORE PLUS FIXED INCOME SUB-ACCOUNT/(3)(4)/					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.15	\$ 9.82	\$ 10.75	\$ 11.40
Accumulation Unit Value, End of Period	\$ 10.15	\$ 9.82	\$ 10.75	\$ 11.40	\$ 12.214
Number of Units Outstanding, End of Period	0	0	0	0	0
VAN KAMPEN UIF EQUITY GROWTH SUB-ACCOUNT/(3)/					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.94	\$ 15.02	\$ 13.04	\$ 10.90
Accumulation Unit Value, End of Period	\$ 10.94	\$ 15.02	\$ 13.04	\$ 10.90	\$ 7.737
Number of Units Outstanding, End of Period	0	7,464	11,011	9,643	8,976
VAN KAMPEN UIF GLOBAL VALUE EQUITY SUB-ACCOUNT/(3)(5)/					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.42	\$ 10.69	\$ 11.72	\$ 10.72
Accumulation Unit Value, End of Period	\$ 10.42	\$ 10.69	\$ 11.72	\$ 10.72	\$ 8.775
Number of Units Outstanding, End of Period	0	245	363	244	243
VAN KAMPEN UIF INTERNATIONAL MAGNUM SUB-ACCOUNT/(3)/					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.38	\$ 12.79	\$ 11.03	\$ 9.43
Accumulation Unit Value, End of Period	\$ 10.38	\$ 12.79	\$ 11.03	\$ 9.43	\$ 7.172
Number of Units Outstanding, End of Period	0	0	0	0	0
VAN KAMPEN UIF U.S. MID CAP VALUE SUB-ACCOUNT/(3)(6)/					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.96	\$ 13.01	\$ 14.18	\$ 13.52
Accumulation Unit Value, End of Period	\$ 10.96	\$ 13.01	\$ 14.18	\$ 13.52	\$ 9.576
Number of Units Outstanding, End of Period	0	1,788	4,089	2,772	3,137
VAN KAMPEN UIF U.S. REAL ESTATE SUB-ACCOUNT/(3)/					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.17	\$ 9.86	\$ 12.55	\$ 14.00
Accumulation Unit Value, End of Period	\$ 10.17	\$ 9.86	\$ 12.55	\$ 14.00	\$ 13.161
Number of Units Outstanding, End of Period	0	0	0	0	0
VAN KAMPEN UIF VALUE SUB-ACCOUNT/(3)/					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 9.95	\$ 9.61	\$ 11.82	\$ 11.89
Accumulation Unit Value, End of Period	\$ 9.95	\$ 9.61	\$ 11.82	\$ 11.89	\$ 9.112
Number of Units Outstanding, End of Period	0	17,465	16,697	15,426	12,180

For the Years Beginning January 1 and Ending December 31,*

	2003	2004
AIM V.I. BALANCED SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 8.450	\$ 9.677
Accumulation Unit Value, End of Period	\$ 9.677	\$ 9.611
Number of Units Outstanding, End of Period	79,043	63,895
AIM V.I. CAPITAL APPRECIATION SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 7.991	\$ 10.187
Accumulation Unit Value, End of Period	\$ 10.187	\$ 9.754
Number of Units Outstanding, End of Period	93,396	82,252
AIM V.I. CORE EQUITY SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 7.966	\$ 9.755
Accumulation Unit Value, End of Period	\$ 9.755	\$ 9.773
Number of Units Outstanding, End of Period	49,921	50,120
AIM V.I. DIVERSIFIED INCOME SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 10.034	\$ 10.789
Accumulation Unit Value, End of Period	\$ 10.789	\$ 11.060
Number of Units Outstanding, End of Period	134	0
AIM V.I. GLOBAL UTILITIES SUB-ACCOUNT/(1)/		
Accumulation Unit Value, Beginning of Period	\$ 7.048	\$ 8.257
Accumulation Unit Value, End of Period	\$ 8.257	\$ 8.288
Number of Units Outstanding, End of Period	0	0
AIM V.I. GOVERNMENT SECURITIES SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 12.007	\$ 11.944
Accumulation Unit Value, End of Period	\$ 11.944	\$ 12.034
Number of Units Outstanding, End of Period	0	0
AIM V.I. GROWTH SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 5.445	\$ 7.034
Accumulation Unit Value, End of Period	\$ 7.034	\$ 6.800
Number of Units Outstanding, End of Period	105,887	101,131
AIM V.I. HIGH YIELD SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 7.748	\$ 9.765
Accumulation Unit Value, End of Period	\$ 9.765	10.247
Number of Units Outstanding, End of Period	11,842	11,271
AIM V.I. INTERNATIONAL GROWTH SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 7.374	\$ 9.368
Accumulation Unit Value, End of Period	\$ 9.368	\$ 9.972
Number of Units Outstanding, End of Period	2,660	530
AIM V.I. PREMIER EQUITY SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 7.307	\$ 8.996
Accumulation Unit Value, End of Period	\$ 8.996	\$ 8.665
Number of Units Outstanding, End of Period	117,821	102,217
AIM V.I. UTILITIES SUB-ACCOUNT/(1)/		
Accumulation Unit Value, Beginning of Period	—	\$ 10.000
Accumulation Unit Value, End of Period	—	\$ 10.876
Number of Units Outstanding, End of Period	—	0
DREYFUS SOCIALLY RESPONSIBLE GROWTH SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 6.685	\$ 8.290

Accumulation Unit Value, End of Period	\$ 8.290	\$ 7.993
Number of Units Outstanding, End of Period	7,252	5,120
DREYFUS STOCK INDEX SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 7.610	\$ 9.614
Accumulation Unit Value, End of Period	\$ 9.614	\$ 9.595
Number of Units Outstanding, End of Period	13,791	17,721
DREYFUS VIF GROWTH & INCOME SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 8.000	\$ 9.967
Accumulation Unit Value, End of Period	\$ 9.967	\$ 9.649
Number of Units Outstanding, End of Period	1,614	1,674

48 PROSPECTUS

DREYFUS VIF MONEY MARKET SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 11.042	\$ 10.944
Accumulation Unit Value, End of Period	\$ 10.944	\$ 10.867
Number of Units Outstanding, End of Period	7,405	1,510

DREYFUS VIF SMALL COMPANY STOCK SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 9.491	\$ 13.352
Accumulation Unit Value, End of Period	\$ 13.352	\$ 14.057
Number of Units Outstanding, End of Period	1,714	1,713

FIDELITY VIP CONTRAFUND/(R)/ SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 10.096	\$ 12.765
Accumulation Unit Value, End of Period	\$ 12.765	\$ 13.340
Number of Units Outstanding, End of Period	105,800	98,026

FIDELITY VIP EQUITY-INCOME SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 8.946	\$ 11.475
Accumulation Unit Value, End of Period	\$ 11.475	\$ 11.575
Number of Units Outstanding, End of Period	59,907	58,079

FIDELITY VIP GROWTH SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 7.399	\$ 9.675
Accumulation Unit Value, End of Period	\$ 9.675	\$ 9.112
Number of Units Outstanding, End of Period	111,514	99,339

FIDELITY VIP HIGH INCOME SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 7.493	\$ 9.385
Accumulation Unit Value, End of Period	\$ 9.385	\$ 9.714
Number of Units Outstanding, End of Period	16,572	15,444

GOLDMAN SACHS VIT CAPITAL GROWTH SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 7.906	\$ 9.628
Accumulation Unit Value, End of Period	\$ 9.628	\$ 9.464
Number of Units Outstanding, End of Period	3,053	3,013

GOLDMAN SACHS CORE(SM) SMALL CAP EQUITY SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 10.607	\$ 15.243
Accumulation Unit Value, End of Period	\$ 15.243	\$ 15.701
Number of Units Outstanding, End of Period	12,774	12,650

GOLDMAN SACHS VIT CORE(SM) U.S. EQUITY SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 7.935	\$ 10.112
Accumulation Unit Value, End of Period	\$ 10.112	\$ 10.505
Number of Units Outstanding, End of Period	15,131	14,610

GOLDMAN SACHS VIT GLOBAL INCOME SUB-ACCOUNT/(2)/

Accumulation Unit Value, Beginning of Period	—	—
Accumulation Unit Value, End of Period	—	—
Number of Units Outstanding, End of Period	—	—

GOLDMAN SACHS VIT GROWTH AND INCOME SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 7.603	\$ 9.305
Accumulation Unit Value, End of Period	\$ 9.305	\$ 9.986
Number of Units Outstanding, End of Period	819	818

GOLDMAN SACHS VIT INTERNATIONAL EQUITY SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 7.453	\$ 9.939
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Accumulation Unit Value, End of Period	\$ 9.939	\$ 9.697
Number of Units Outstanding, End of Period	1,812	1,812
MFS EMERGING GROWTH SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 7.017	\$ 8.994
Accumulation Unit Value, End of Period	\$ 8.994	\$ 8.790
Number of Units Outstanding, End of Period	53,387	46,204
MFS INVESTORS TRUST SERIES		
Accumulation Unit Value, Beginning of Period	\$ 7.179	\$ 8.631
Accumulation Unit Value, End of Period	\$ 8.631	\$ 8.583
Number of Units Outstanding, End of Period	6,780	6,887

49 PROSPECTUS

MFS NEW DISCOVERY SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 11.785	\$ 15.511
Accumulation Unit Value, End of Period	\$ 15.511	\$ 14.284
Number of Units Outstanding, End of Period	2,605	2,604

NEUBERGER BERMAN AMT GUARDIAN SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 8.537	\$ 11.072
Accumulation Unit Value, End of Period	\$ 11.072	\$ 11.434
Number of Units Outstanding, End of Period	629	779

NEUBERGER BERMAN AMT MID CAP GROWTH SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 8.625	\$ 10.872
Accumulation Unit Value, End of Period	\$ 10.872	\$ 11.066
Number of Units Outstanding, End of Period	1,848	1,847

NEUBERGER BERMAN AMT PARTNERS SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 7.706	\$ 10.246
Accumulation Unit Value, End of Period	\$ 10.246	\$ 10.717
Number of Units Outstanding, End of Period	11,778	11,662

VAN KAMPEN UIF CORE PLUS FIXED INCOME SUB-ACCOUNT/(3)(4)/

Accumulation Unit Value, Beginning of Period	\$ 12.214	\$ 12.579
Accumulation Unit Value, End of Period	\$ 12.579	\$ 12.827
Number of Units Outstanding, End of Period	1,130	1,997

VAN KAMPEN UIF EQUITY GROWTH SUB-ACCOUNT/(3)/

Accumulation Unit Value, Beginning of Period	\$ 7.737	\$ 9.513
Accumulation Unit Value, End of Period	\$ 9.513	\$ 9.203
Number of Units Outstanding, End of Period	8,598	8,461

VAN KAMPEN UIF GLOBAL VALUE EQUITY SUB-ACCOUNT/(3)(5)/

Accumulation Unit Value, Beginning of Period	\$ 8.775	\$ 11.138
Accumulation Unit Value, End of Period	\$ 11.138	\$ 11.221
Number of Units Outstanding, End of Period	243	243

VAN KAMPEN UIF INTERNATIONAL MAGNUM SUB-ACCOUNT/(3)/

Accumulation Unit Value, Beginning of Period	\$ 7.172	\$ 8.994
Accumulation Unit Value, End of Period	\$ 8.994	\$ 9.093
Number of Units Outstanding, End of Period	0	0

VAN KAMPEN UIF U.S. MID CAP VALUE SUB-ACCOUNT/(3)(6)/

Accumulation Unit Value, Beginning of Period	\$ 9.576	\$ 13.337
Accumulation Unit Value, End of Period	\$ 13.337	\$ 13.582
Number of Units Outstanding, End of Period	4,792	4,746

VAN KAMPEN UIF U.S. REAL ESTATE SUB-ACCOUNT /(3)/

Accumulation Unit Value, Beginning of Period	\$ 13.161	\$ 17.935
Accumulation Unit Value, End of Period	\$ 17.935	\$ 20.644
Number of Units Outstanding, End of Period	0	0

VAN KAMPEN UIF VALUE SUB-ACCOUNT/(3)/

Accumulation Unit Value, Beginning of Period	\$ 9.112	\$ 12.025
Accumulation Unit Value, End of Period	\$ 12.025	\$ 12.750
Number of Units Outstanding, End of Period	12,203	12,370

- * The Contracts were first offered on November 10, 1998. The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 1.49% and an administrative expense charge of 0.10%. All of the Variable Sub-Accounts commenced operations on or before November 10, 1998. The Accumulation Unit information shown for 2004 is for the period beginning January 1 and ending September 30.
- (1) Effective April 30, 2004, AIM VI. Global Utilities Fund - Series I was merged into INVESCO VIF-Utilities Fund - Series I. Effective October 15, 2004, INVESCO VIF-Utilities Fund - Series I changed its name to AIM V.I. Utilities Fund - Series I. We have made a corresponding change in the name of the Variable Sub-Account that invests in this Portfolio.
 - (2) Effective May 1, 2002, the Goldman Sachs VIT Global Income Sub-Account closed to new investors.
 - (3) Effective May 1, 2004, the Morgan Stanley UIF Portfolios were rebranded the Van Kampen UIF Portfolios.
 - (4) Effective May 1, 2002, Van Kampen UIF Fixed Income Portfolio, Class I changed its name to Van Kampen UIF Core Plus Fixed Income Portfolio, Class I. We have made a corresponding change in the name of the Variable Sub-Account that invests in this Portfolio.
 - (5) Effective May 1, 2001, Van Kampen UIF Global Equity Portfolio, Class I changed its name to Van Kampen UIF Global Value Equity Portfolio, Class I. The investment objective for this Portfolio has not changed. We have made a corresponding change in the name of the Variable Sub-Account that invests in this Portfolio.

50 PROSPECTUS

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- (6) Effective May 1, 2003, Van Kampen UIF Mid Cap Value Portfolio, Class I changed its name to Van Kampen UIF U.S. Mid Cap Core Portfolio, Class I. Effective May 1, 2004, Van Kampen UIF U.S. Mid Cap Core Portfolio, Class I changed its name to Van Kampen UIF U.S. Mid Cap Value Portfolio, Class I.

51 PROSPECTUS

APPENDIX B

MARKET VALUE ADJUSTMENT

The Market Value Adjustment is based on the following:

I = the Treasury Rate for a maturity equal to the Guarantee Period for the week preceding the establishment of the Guarantee Period.

N = the number of whole and partial years from the date we receive the withdrawal, transfer, or death benefit request, or from the Payout Start Date to the end of the Guarantee Period.

J = the Treasury Rate for a maturity equal to the Guarantee Period for the week preceding the receipt of the withdrawal, transfer, death benefit, or income payment request. If a Note with a maturity of the original Guarantee Period is not available, we determine an appropriate interest rate based on an interpolation of the next shortest duration and next longest duration Notes.

Treasury Rate means the U.S. Treasury Note Constant Maturity yield as reported in Federal Reserve Bulletin Release H.15.

* If a U.S. Treasury Note ("Note") with a maturity of the Guarantee Period is not available, we will determine an appropriate interest rate based on an interpolation of the next shortest duration and next longest duration Notes.

The Market Value Adjustment factor is determined from the following formula:

$$.9 X [I - (J + .0025)] X N$$

To determine the Market Value Adjustment, we will multiply the Market Value Adjustment factor by the amount transferred, withdrawn (in excess of the Free Withdrawal Amount), paid as a death benefit, or applied to an Income Plan from a Guarantee Period at any time other than during the 30 day period after such Guarantee Period expires.

EXAMPLES OF MARKET VALUE ADJUSTMENT

Purchase Payment: \$10,000 allocated to a Guarantee Period

Guarantee Period: 5 years

Interest Rate: 4.50%

Full Surrender: End of Contract Year 3

NOTE: These examples assume that premium taxes are not applicable.

Example 1 (Assumes declining 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: $.15 \times (\$10,000.00) = \$1,500.00$

I = 4.5%

Step 3. Calculate the Withdrawal Charge: J = 4.2%

$$N = \frac{730 \text{ days}}{365 \text{ days}} = 2$$

Step 4. Calculate the Market Value Adjustment: Market Value Adjustment Factor: $.9 \times [I - (J + .0025)] \times N = .9 \times [.045 - (.042 + .0025)] \times 2 = .0009$

Market Value Adjustment = Market Value Adjustment Factor X Amount Subject to Market Value Adjustment:

$$= .0009 \times (\$11,411.66 - \$1,500.00) = \$8.92$$

Step 5. Calculate the amount received by a Contract Owner as a result of full withdrawal at $\$11,411.66 + \$8.92 = \$11,420.58$

the end of Contract Year 3:

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: $.15 \times (\$10,000.00) = \$1,500.00$

I = 4.5%

Step 3. Calculate the Withdrawal Charge:

J = 4.8%

$$N = \frac{730 \text{ days}}{365 \text{ days}} = 2$$

Step 4. Calculate the Market Value Adjustment:

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:

$-.0099 \times (\$11,411.66 - \$1,500.00) = -\$98.13$

Step 5. Calculate the amount received by a Contract Owner as a result of full withdrawal at

$\$11,411.66 - \$98.13 = \$11,313.53$

the end of Contract Year 3:

53 PROSPECTUS

STATEMENT OF ADDITIONAL INFORMATION TABLE OF CONTENTS

ADDITIONS, DELETIONS OR SUBSTITUTIONS OF INVESTMENTS

THE CONTRACT

Purchase of Contracts

Tax-free Exchanges (1035 Exchanges, Rollovers and Transfers)

CALCULATION OF ACCUMULATION UNIT VALUES

NET INVESTMENT FACTOR

CALCULATION OF VARIABLE INCOME PAYMENTS

CALCULATION OF ANNUITY UNIT VALUES

GENERAL MATTERS

Incontestability

Settlements

Safekeeping of the Variable Account's Assets

Premium Taxes

Tax Reserves

EXPERTS

FINANCIAL STATEMENTS

APPENDIX A: ACCUMULATION UNIT VALUES

THE ALLSTATE(R) PROVIDER VARIABLE ANNUITY

(formerly referred to as "The Glenbrook Provider Variable Annuity")

ALLSTATE LIFE INSURANCE COMPANY

STREET ADDRESS: 2940 S. 84TH STREET, LINCOLN, NE 68506-4142 MAILING ADDRESS:

P.O. BOX 80469, LINCOLN, NE 68501-0469 TELEPHONE NUMBER: 1-800-755-5275 PROSPECTUS DATED JANUARY 3, 2005

Allstate Life Insurance Company ("Allstate Life") is offering the Allstate(R) Provider Variable Annuity, an individual flexible premium deferred variable annuity contract ("CONTRACT"). This prospectus contains information about the Contract that you should know before investing. Please keep it for future reference.

The Contract currently offers 42 "INVESTMENT ALTERNATIVES". The investment alternatives include 3 fixed account options ("FIXED ACCOUNT OPTIONS") and 39 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 one of the portfolios ("PORTFOLIOS") of the following mutual funds ("FUNDS"):

AIM VARIABLE INSURANCE FUNDS
FEDERATED INSURANCE SERIES
FIDELITY/(R)/ VARIABLE INSURANCE
PRODUCTS
FRANKLIN TEMPLETON VARIABLE INSURANCE
PRODUCTS TRUST

MFS/(R)/ VARIABLE INSURANCE TRUST(SM)
OPPENHEIMER VARIABLE ACCOUNT FUNDS
PUTNAM VARIABLE TRUST
STI CLASSIC VARIABLE TRUST

Not all of the Funds and/or Portfolios, however, may be available with your Contract. You should check with your representative for further information on the availability of Funds and/or Portfolios. Your annuity application will list all available Portfolios.

WE (Allstate Life) have filed a Statement of Additional Information, dated January 3, 2005, with the Securities and Exchange Commission ("SEC"). It contains more information about the Contract and is incorporated herein by reference, which means it is legally a part of this prospectus. Its table of contents appears on page 59 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.

THE SECURITIES AND EXCHANGE COMMISSION HAS NOT APPROVED OR DISAPPROVED THE SECURITIES DESCRIBED IN THIS PROSPECTUS, NOR HAS IT PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANYONE WHO TELLS YOU OTHERWISE IS COMMITTING A FEDERAL CRIME.

IMPORTANT NOTICES

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 OR OBLIGATIONS OF, OR GUARANTEED 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.

1 PROSPECTUS

TABLE OF CONTENTS

	<u>PAGE</u>
OVERVIEW	
Important Terms	3
The Contract at a Glance	4
How the Contract Works	6
Expense Table	7
Financial Information	10
CONTRACT FEATURES	
The Contract	11
Purchases	12
Contract Value	13
Investment Alternatives	14
The Variable Sub-Accounts	14
The Fixed Account Options	16
Transfers	19
Expenses	21
Access To Your Money	23
	<u>PAGE</u>
Income Payments	23
Death Benefits	25
OTHER INFORMATION	
More Information:	29
Allstate Life	29
The Variable Account	29
The Portfolios	30
The Contract	30
Non-Qualified Annuities Held Within a Qualified Plan	31
Legal Matters	31
Taxes	32
Annual Reports and Other Documents	38
APPENDIX A - ACCUMULATION UNIT VALUES	39
APPENDIX B - MARKET VALUE ADJUSTMENT EXAMPLE	57
STATEMENT OF ADDITIONAL INFORMATION TABLE OF CONTENTS	59

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.

	<u>PAGE</u>
Accumulation Phase	6
Accumulation Unit	10
Accumulation Unit Value	10
Anniversary Values	28
Annuitant	11
Automatic Additions Plan	12
Automatic Portfolio Rebalancing Program	20
Beneficiary	11
Cancellation Period	12
Contract*	11
Contract Anniversary	5
Contract Owner (You)	11
Contract Value	13
Contract Year	4
Death Benefit Anniversary	27
Death Proceeds	27
Dollar Cost Averaging Program	20
Due Proof of Death	27
Enhanced Death Benefit Rider	27
Enhanced Death and Income Benefit Combination Rider	28
Enhanced Death and Income Benefit Combination Rider II	28

	<u>PAGE</u>
Fixed Account Options	16
Free Withdrawal Amount	21
Funds	1
Allstate Life ("We" or "Us")	29
Guarantee Periods	17
Income Plan	23
Investment Alternatives	18
Issue Date	6
Market Value Adjustment	18
Payout Phase	6
Payout Start Date	23
Portfolios	29
Qualified Contracts	34
SEC	1
Settlement Value	27
Systematic Withdrawal Program	23

Valuation Date	12
Variable Account	1
Variable Sub-Account	1

* In certain states the Contract is 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.

3 PROSPECTUS

THE CONTRACT AT A GLANCE

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

FLEXIBLE PAYMENTS You can purchase a Contract with as little as \$3,000 (\$2,000 for “QUALIFIED CONTRACTS”, which are Contracts issued within QUALIFIED PLANS). You can add to your Contract as often and as much as you like, but each payment must be at least \$50.

RIGHT TO CANCEL You may cancel your Contract within 20 days of receipt or any longer period as your state may require (“CANCELLATION 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.

EXPENSES You will bear the following expenses:

- Total Variable Account annual fees equal to 1.15% of average daily net assets (1.37% if you select the ENHANCED DEATH BENEFIT RIDER; 1.59% if you selected the ENHANCED DEATH AND INCOME BENEFIT COMBINATION RIDER (for Contracts issued before September 22, 2000); and 1.65% if you select the ENHANCED DEATH AND INCOME BENEFIT COMBINATION RIDER II (for Contracts issued on or after September 22, 2000)
- Annual contract maintenance charge of \$35 (with certain exceptions)
- Withdrawal charges ranging from 0% to 6% of purchase payment withdrawn (with certain exceptions)
- Transfer fee of \$10 after 12th transfer in any CONTRACT YEAR (fee currently waived)
- State premium tax (if your state imposes one)

In addition, each Portfolio pays expenses that you will bear indirectly if you invest in a Variable Sub-Account.

INVESTMENT

ALTERNATIVES The Contract offers 42 investment alternatives including:

- 3 Fixed Account Options (which credit interest at rates we guarantee)
- 39 Variable Sub-Accounts investing in Portfolios offering professional money management by these investment advisers:
 - A I M Advisors, Inc.
 - Federated Investment Management Company
 - Fidelity Management & Research Company
 - Franklin Advisers, Inc.
 - MFS(TM) Investment Management
 - OppenheimerFunds, Inc.
 - Putnam Investment Management, LLC
 - Trusco Capital Management, Inc.

To find out current rates being paid on the Fixed Account options, or to find out how the Variable Sub-Accounts have performed, please call us at 1-800-755-5275.

4 PROSPECTUS

SPECIAL SERVICES

For your convenience, we offer these special services:

- AUTOMATIC PORTFOLIO REBALANCING PROGRAM
- AUTOMATIC ADDITIONS PROGRAM
- DOLLAR COST AVERAGING PROGRAM
- SYSTEMATIC WITHDRAWAL 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:

- life income with guaranteed payments
- a “joint and survivor” life income with guaranteed payments
- guaranteed payments for a specified period (5 to 30 years)

DEATH BENEFITS

If you or the ANNUITANT (if the Contract is owned by a non-natural person) die before the PAYOUT START DATE, we will pay the death benefit described in the Contract. We offer an Enhanced Death Benefit Rider and an Enhanced Death and Income Benefit Combination Rider II.

TRANSFERS

Before the Payout Start Date, you may transfer your Contract value (“CONTRACT VALUE”) among the investment alternatives, with certain restrictions. Transfers to a GUARANTEE PERIOD of the Fixed Account must be at least \$50.

We do not currently impose a fee upon transfers. However, we reserve the right to charge \$10 per transfer after the 12th transfer in each “Contract Year,” which we measure from the date we issue your Contract or a Contract anniversary (“CONTRACT ANNIVERSARY”).

WITHDRAWALS

You may withdraw some or all of your Contract Value at any time prior to the Payout Start Date.

In general, you must withdraw at least \$50 at a time. Full or partial withdrawals are available under limited circumstances on or after the Payout Start Date. 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 and MARKET VALUE ADJUSTMENT also may apply.

5 PROSPECTUS

HOW THE CONTRACT WORKS

The Contract basically works in two ways. First, the Contract can help you (we assume you are the CONTRACT OWNER) save for retirement because you can invest in up to 42 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 any of the 3 Fixed Account Options, you will earn a fixed rate of interest that we declare periodically. If you invest in any of the 39 Variable Sub-Accounts, your investment return will vary up or down depending on the performance of the corresponding Portfolios.

Second, the 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 23. 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.

<u>Issue Date</u>	<u>Accumulation Phase</u>	<u>Payout Start Date</u>	<u>Payout Phase</u>	
You buy a Contract	You save for retirement	You elect to receive income payments or receive a lump sum payment	You can receive income payments for a set period	Or you can receive income payments for life

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 none, the BENEFICIARY will exercise the rights and privileges provided by the Contract. See “The Contract.” 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 1-800-755-5275 if you have any questions about how the Contract works.

6 PROSPECTUS

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 accompanying prospectuses for the Portfolios.

CONTRACT OWNER TRANSACTION EXPENSES

Withdrawal Charge (as a percentage of purchase payments)*

Number of Complete Years Since We Received the Purchase Payment Being Withdrawn	0	1	2	3	4	5	6+
Applicable Charge	6%	6%	5%	5%	4%	3%	0%
Annual Contract Maintenance Charge							\$35.00**
Transfer Fee							\$10.00***

* Each Contract Year, you may withdraw up to 15% of your aggregate purchase payments without incurring a withdrawal charge.

** We will waive this charge in certain cases. See "Expenses."

*** Applies solely to the thirteenth and subsequent transfers within a Contract Year, excluding transfers due to dollar cost averaging and automatic portfolio rebalancing. We are currently waiving the transfer fee.

VARIABLE ACCOUNT ANNUAL EXPENSES

(AS A PERCENTAGE OF DAILY NET ASSET VALUE

DEDUCTED FROM EACH VARIABLE SUB-ACCOUNT)

WITHOUT THE ENHANCED DEATH BENEFIT RIDER, ENHANCED DEATH AND INCOME BENEFIT COMBINATION RIDER, OR ENHANCED DEATH AND INCOME BENEFIT COMBINATION RIDER II

Mortality and Expense Risk Charge	1.05 %
Administrative Expense Charge	0.10 %
Total Variable Account Annual Expense	1.15 %

WITH THE ENHANCED DEATH BENEFIT RIDER

Mortality and Expense Risk Charge	1.27 %
Administrative Expense Charge	0.10 %
Total Variable Account Annual Expense	1.37 %

WITH THE ENHANCED DEATH AND INCOME BENEFIT COMBINATION RIDER (FOR CONTRACTS ISSUED BEFORE SEPTEMBER 22, 2000)

Mortality and Expense Risk Charge	1.49 %
Administrative Expense Charge	0.10 %
Total Variable Account Annual Expense	1.59 %

WITH THE ENHANCED DEATH AND INCOME BENEFIT COMBINATION RIDER II (FOR CONTRACTS ISSUED ON OR AFTER SEPTEMBER 22, 2000).

Mortality and Expense Risk Charge	1.55 %
Administrative Expense Charge	0.10 %
Total Variable Account Annual Expense	1.65 %

7 PROSPECTUS

PORTFOLIO ANNUAL EXPENSES (AS A PERCENTAGE OF PORTFOLIO AVERAGE DAILY NET ASSETS) (1)

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

	<u>Minimum</u>	<u>Maximum</u>
Total Annual Portfolio Operating Expenses (expenses that are deducted from Portfolio assets, which may include management fees, distribution and/or services (12b-1) fees, and other expenses)	0.34 %	3.91 %

(1) Expenses are shown as a percentage of Portfolio average daily net assets (before any waiver or reimbursement) as of December 31, 2003.

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

- invested \$10,000 in a Variable Sub-Account,
- 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, and
- elected the Enhanced Death and Income Benefit Combination Rider II.

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.

THE EXAMPLE DOES NOT INCLUDE ANY TAXES OR TAX PENALTIES YOU MAY BE REQUIRED TO PAY IF YOU SURRENDER YOUR CONTRACT.

	<u>1 Year</u>	<u>3 Years</u>	<u>5 Years</u>	<u>10 Years</u>
Costs Based on Maximum Annual Portfolio Expenses	\$ 108	\$ 212	\$ 306	\$ 552
Costs Based on Minimum Annual Portfolio Expenses	\$ 71	\$ 106	\$ 134	\$ 233

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.

	<u>1 Year</u>	<u>3 Years</u>	<u>5 Years</u>	<u>10 Years</u>
Costs Based on Maximum Annual Portfolio Expenses	\$ 57	\$ 170	\$ 281	\$ 552
Costs Based on Minimum Annual Portfolio Expenses Expenses	\$ 20	\$ 63	\$ 108	\$ 233

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 ABOVE EXAMPLES ASSUME THE ELECTION OF THE ENHANCED DEATH AND INCOME BENEFIT COMBINATION RIDER II, WITH A

8 PROSPECTUS

MORTALITY AND EXPENSE RISK CHARGE OF 1.55%, AN ADMINISTRATIVE EXPENSE CHARGE OF 0.10%, AND AN ANNUAL CONTRACT MAINTENANCE CHARGE OF \$35. IF NO RIDER WERE ELECTED, OR IF THE ENHANCED DEATH BENEFIT RIDER OR ENHANCED DEATH AND INCOME BENEFIT COMBINATION RIDER WERE ELECTED, THE EXPENSE FIGURES SHOWN ABOVE WOULD BE SLIGHTLY LOWER. THE ABOVE EXAMPLES ALSO ASSUME TOTAL ANNUAL PORTFOLIO EXPENSES LISTED IN THE EXPENSE TABLE WILL CONTINUE THROUGHOUT THE PERIODS SHOWN.

9 PROSPECTUS

FINANCIAL INFORMATION

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. Attached as Appendix A to this prospectus are tables showing the Accumulation Unit Values of each Variable Sub-Account since the date the Contracts were first offered. To obtain a fuller picture of each Variable Sub-Account's finances, please refer to the Variable Account's financial statements contained in the Statement of Additional Information. The financial statements of Allstate Life and Allstate Financial Advisors Separate Account I, which include financial information giving effect to the Consolidation on a pro forma basis, also appear in the Statement of Additional Information. For a free copy of the Statement of Additional Information, please write or call us at 1-800-755-5275.

THE CONTRACT

CONTRACT OWNER

The Allstate Provider Variable Annuity is a contract 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 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 dies, and
- any other rights that the Contract provides.

If you die, any surviving Contract Owner, or, if none, the Beneficiary may exercise the rights and privileges provided to them by the Contract.

The Contract cannot be jointly owned by both a non-living person and a living person. If the Contract Owner is a grantor trust, the Contract Owner will be considered a non-living person for purposes of the Death of Owner and Death of Annuitant provisions of your Contract.

The maximum age of the oldest Contract Owner and Annuitant cannot exceed 90 as of the date we receive the completed application. You may change the Contract Owner at any time. We will provide a change of ownership form to be signed by you and filed with us. After we accept the form, the change of ownership will be effective as of the date you signed the form. Until we receive your written notice to change the Contract Owner, we are entitled to rely on the most recent ownership information in our files. We will not be liable as to any payment or settlement made prior to receiving the written notice. 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 made by us or any other action we take before we accept the change.

Changing ownership of this Contract may cause adverse tax consequences and may not be allowed under qualified plans. 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 life determines the amount and duration of income payments (other than under Income Plans with guaranteed payments for a specified period). You initially designate an Annuitant in your application. You may change the Annuitant at any time prior to the Payout Start Date (only if the Contract Owner is a living person). Once we accept a change, it takes effect as of the date you signed the request. Each change is subject to any payment we make or other action we take before we accept it.

You may designate a joint Annuitant, who is a second person on whose life income payments depend. We permit joint Annuitants only on or after the Payout Start Date. If the Annuitant dies prior to the Payout Start Date, the new Annuitant will be:

- (i) the youngest Contract Owner; otherwise,
- (ii) the youngest Beneficiary.

BENEFICIARY

The Beneficiary is the person who may elect to receive the Death Proceeds or become the new Contract Owner, subject to the “Death of Owner” section below, if the sole surviving Contract Owner dies before the Payout Start Date. If the sole surviving Contract Owner dies after the Payout Start Date, the Beneficiary will receive any guaranteed income payments scheduled to continue.

You may name one or more primary and contingent Beneficiaries when you apply for a Contract. The primary Beneficiary is the person who is first entitled to receive benefits under the Contract upon death of the sole surviving Contract Owner. A contingent Beneficiary is the person selected by the Contract Owner who will become the Beneficiary if all named primary Beneficiaries die before the death of the sole surviving Contract Owner.

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

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 receive 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 as to any payment or settlement made prior to receiving the written notice. Accordingly, if you wish to change your Beneficiary, you should deliver your written notice to us promptly. Each change is subject to any payment made by us or any other action we take before we accept the change.

11 PROSPECTUS

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, 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 one or more Beneficiaries survive you, 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, we will pay the Death Proceeds in equal amounts to the surviving Beneficiaries.

If more than one Beneficiary shares in the Death Proceeds, each Beneficiary will be treated as a separate and independent owner of his or her respective share. Each Beneficiary will exercise all rights related to his or her share, including the sole right to select a payout 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 payout option chosen by the original Beneficiary.

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

No owner has a right to assign any interest in a Contract as collateral or security for a loan. However, you may assign periodic income payments under the Contract prior to the Payout Start Date. No Beneficiary may assign benefits under the Contract until they are payable to the Beneficiary. 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 YOUR CONTRACT.**

PURCHASES

MINIMUM PURCHASE PAYMENTS

Your initial purchase payment must be at least \$3,000 (\$2,000 for a Qualified Contract). All subsequent purchase payments must be \$50 or more. You may make purchase payments at any time prior to the Payout Start Date. We reserve the right to limit the maximum amount of purchase payments we will accept. We reserve the right to reject any application in our sole discretion.

AUTOMATIC ADDITIONS PROGRAM

You may make subsequent purchase payments by automatically transferring money from your bank account. Consult your representative for more detailed information.

ALLOCATION OF PURCHASE PAYMENTS

At the time you apply for a Contract, you must decide how to allocate your purchase payments 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 notifying us in writing. We reserve the right to limit the availability of the investment alternatives.

We will allocate your purchase payments to the investment alternatives according to your most recent instructions on file with us. Unless you notify us in writing 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 are open for business 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, usually 4 p.m. Eastern Time (3 p.m. Central Time). If we receive your purchase payment after 4 p.m. Eastern Time (3 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.

12 PROSPECTUS

RIGHT TO CANCEL

You may cancel the Contract by returning it to us within the Cancellation Period, which is the 20 day period after you receive the Contract, or a longer period should your state require it. You may return your contract by delivering it or mailing it to us. 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 that occurred from the date of allocation through the date of cancellation. Some states may require us to return a greater amount to you.

In states where we are required to refund purchase payments, we reserve the right during the Cancellation Period to invest any purchase payments you allocated to a Variable Sub-Account to the money market Variable Sub-Account available under the Contract. We will notify you if we do so. At the end of the Cancellation Period, you may then allocate your money to other Variable Sub-Accounts.

If your Contract is qualified under Section 408 of the Internal Revenue Code, we will refund the greater of any purchase payments or the Contract Value.

CONTRACT VALUE

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 the value of your investment in the Fixed Account Options.

ACCUMULATION UNITS

To determine the number of Accumulation Units of each Variable Sub-Account to credit to your Contract, we divide (i) the amount of the purchase or transfer payment 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 Variable 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 Variable Sub-Account allocated to your Contract.

ACCUMULATION UNIT VALUE

As a general matter, the Accumulation Unit Value for each Variable Sub-Account 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 contract maintenance charges, withdrawal charges, and transfer fees (currently waived) separately for each Contract. They do not affect Accumulation Unit Value. Instead, we obtain payment of those charges and fees by redeeming Accumulation Units. For details on how we calculate Accumulation Unit Value, please refer to the Statement of Additional Information. We determine a separate Accumulation Unit Value for each Variable Sub-Account on each Valuation Date. We also determine a separate set of Accumulation Unit Values reflecting the cost of the Enhanced Death Benefit Rider, the Enhanced Death and Income Benefit Combination Rider and the Enhanced Death and Income Benefit Combination Rider II described on pages 27-29.

YOU SHOULD REFER TO THE PROSPECTUSES FOR THE PORTFOLIOS THAT ACCOMPANY THIS PROSPECTUS 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.

INVESTMENT ALTERNATIVES: THE VARIABLE SUB-ACCOUNTS

You may allocate your purchase payments to up to 39 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 the Portfolio, please refer to the accompanying prospectuses for the Portfolios. You should carefully review the Portfolio prospectuses before allocating amounts to the Variable Sub-Accounts.

PORTFOLIO:	EACH PORTFOLIO SEEKS:	INVESTMENT ADVISOR:
AIM VARIABLE INSURANCE FUNDS*		
AIM V.I. Balanced Fund - Series I	As high a total return as possible, consistent with preservation of capital	A I M ADVISORS, INC.
AIM V.I. Capital Appreciation Fund - Series I	Growth of capital	
AIM V.I. Core Equity Fund - Series I	Growth of capital	
AIM V.I. Growth Fund - Series I	Growth of capital	
AIM V.I. High Yield Fund - Series I	A high level of current income	
AIM V.I. Premier Equity	Long-term growth of Fund capital; Income is Secondary objective	
FEDERATED INSURANCE SERIES		
Federated Prime Money Fund II	Current income consistent with the stability of principal and Federated Investment liquidity Management Company	FEDERATED INVESTMENT MANAGEMENT COMPANY
FIDELITY/(R)/ VARIABLE INSURANCE PRODUCTS		
Fidelity VIP Contrafund/(R)/Portfolio - Initial Class	Long-term capital appreciation	FIDELITY MANAGEMENT & RESEARCH COMPANY
Fidelity VIP Equity-Income Portfolio - Initial Class	Reasonable income	
Fidelity VIP Growth Portfolio - Initial Class	Capital appreciation	
Fidelity VIP High Income Portfolio - Initial Class	High level of current income while also considering growth of capital	
Fidelity VIP Index 500 Portfolio - Initial Class	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 Overseas Portfolio - Initial Class	Long-term growth of capital	
FRANKLIN TEMPLETON VARIABLE INSURANCE PRODUCTS TRUST		
FTVIP Templeton Global Income Securities Fund - Class 2	High current income consistent with preservation of capital. Capital appreciation is a secondary consideration.	FRANKLIN ADVISERS, INC.
FTVIP Templeton Growth Securities Fund - Class 2	Long-term capital growth	
MFS/(R)/VARIABLE INSURANCE TRUST(SM)		

MFS Emerging Growth Series - Initial Class	Long-term growth of capital	MFS(TM) INVESTMENT MANAGEMENT
MFS Investors Trust Series - Initial Class	Long-term growth of capital with a Secondary objective to seek reasonable current income	
MFS New Discovery - Initial Class	Capital Appreciation	
MFS Research Series - Initial Class	Long-term growth of capital and future income	
MFS Utilities - Initial Class	Capital growth and current income	
OPPENHEIMER VARIABLE ACCOUNT FUNDS		
Oppenheimer Aggressive Growth Fund/VA	Capital appreciation	OPPENHEIMERFUNDS, INC.
Oppenheimer Balanced Fund/VA/(1)/	A high total investment return which includes current income and capital appreciation in the value of its shares.	
Oppenheimer Capital Appreciation Fund/VA	Seeks capital appreciation by investing in securities of well-known, established companies.	
Oppenheimer Global Securities Fund/VA	Long-term capital appreciation	
Oppenheimer Main Street Fund/VA/(2)/	High total return, which includes growth in the value of its shares as well as current income, from equity and debt securities	
Oppenheimer Strategic Bond Fund/VA	High level of current income	
PUTNAM VARIABLE TRUST		
Putnam VT Discovery Growth - Class IB/(3)/	Long-term growth of capital	PUTNAM INVESTMENT MANAGEMENT, LLC
Putnam VT Diversified Income Fund Management, Inc. - Class IB	High current income consistent with capital preservation	
Putnam VT Growth and Income Fund - Class IB	Capital growth and current income	
Putnam VT Growth Opportunities - Class IB	Capital appreciation	
Putnam VT Health Sciences Fund - Class IB	Capital appreciation	
Putnam VT New Value Fund - Class IB appreciation	Long-term capital	
STI CLASSIC VARIABLE TRUST		
STI Capital Appreciation Fund	Capital Appreciation	TRUSCO CAPITAL MANAGEMENT, INC.
STI Growth and Income Fund	Long-term capital appreciation with the secondary goal of current income	
STI International Equity Fund	Long-term capital appreciation	
STI Investment Grade Bond Fund	High total return through current income and capital appreciation, while preserving the principal amount invested	
STI Mid-Cap Equity Fund	Capital appreciation	
STI Small Cap Value Equity Fund	Capital appreciation with the secondary goal of current income	
STI Value Income Stock Fund	Current income with the secondary goal of capital appreciation	

* A Portfolio's investment objective may be changed by the Portfolio's Board of Trustees without shareholder approval.

- (1) Effective May 1, 2004, Oppenheimer Multiple Strategies Fund/VA changed its name to Oppenheimer Balanced Fund/VA. The investment objective of this Portfolio did not change.
- (2) Effective May 1, 2003, Oppenheimer Main Street Growth & Income Fund/VA changed its name to Oppenheimer Main Street Fund/VA. The investment objective for this Portfolio did not change.
- (3) Effective May 1, 2003, Putnam VT Voyager Fund II changed its name to Putnam VT Discovery Growth Fund. The investment objective for this Portfolio did not change.

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

15 PROSPECTUS

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 MAY 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 FUNDS IN ASSETS, CASH FLOW, AND TAX MATTERS. ACCORDINGLY, THE HOLDINGS AND INVESTMENT RESULTS OF A VARIABLE INSURANCE PORTFOLIO CAN BE EXPECTED TO BE GREATER OR LESS THAN THE INVESTMENT RESULTS OF SIMILARLY NAMED RETAIL MUTUAL FUNDS.

INVESTMENT ALTERNATIVES: THE FIXED ACCOUNT OPTIONS

You may allocate all or a portion of your purchase payments to the Fixed Account. You may choose from among 3 Fixed Account Options: 2 dollar cost averaging options, and the option to invest in one or more Guarantee Periods included in the Guaranteed Maturity Fixed Account. The Fixed Account Options may not be available in all states. 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 a Fixed Account Option does not entitle you to share in the investment experience of the Fixed Account.

DOLLAR COST AVERAGING FIXED ACCOUNT OPTIONS

DOLLAR COST AVERAGING FIXED ACCOUNT OPTION. Purchase payments that you allocate to the Dollar Cost Averaging Fixed Account Option (“DCA Fixed Account Option”) will earn interest for a one year period at the current rate in effect at the time of allocation. We will credit interest daily at a rate that will compound over the year to the annual interest rate we guaranteed at the time of allocation. After the one year period, we will declare a renewal rate which we guarantee for a full year. Subsequent renewal dates will be every twelve months for each payment or transfer.

For each purchase payment, the first transfer from the DCA Fixed Account must occur within one month of the date of payment. If we do not receive an allocation from you within one month of the date of payment, the payment plus associated interest will be transferred to the money market Variable Sub-Account in equal monthly installments using the longest transfer period being offered at the time the purchase payment is made. Transferring Account Value to the money market Variable Sub-Account in this manner may not be consistent with the theory of dollar cost averaging described on page 20.

We will follow your instructions in transferring amounts monthly from the DCA Fixed Account. However, you may not choose less than 3 or more than 36 monthly installments. Further, you must transfer each purchase payment and all its earnings out of this Option by means of dollar cost averaging within 36 months of payment. At the end of 36 months, any nominal amounts remaining will be allocated to the money market Variable Sub-Account. No transfers are permitted into the DCA Fixed Account.

SHORT TERM DOLLAR COST AVERAGING FIXED ACCOUNT OPTION. You may establish a Short Term Dollar Cost Averaging Program by allocating purchase payments to the Short Term Dollar Cost Averaging Fixed Account Option (“Short Term DCA Fixed Account Option”). We will credit interest to purchase payments you allocate to this Option for up to one year at the current rate in effect at the time of allocation.

For each purchase payment, the first transfer from the Short Term DCA Fixed Account must occur within one month of the date of payment. If we do not receive an allocation from you within one month of the date of payment, the payment plus associated interest will be transferred to the money market Variable Sub-Account in equal monthly installments using the longest transfer period being offered at the time the purchase payment is made. Transferring Account Value to the money market Variable Sub-Account in this manner may not be consistent with the theory of dollar cost averaging described on page 20.

You must transfer each purchase payment and all its earnings out of this Option by means of dollar cost averaging within 12 months. At the end of the transfer period, any nominal amounts remaining in the Short Term DCA Fixed Account will be allocated to the money market Variable Sub-Account.

If you discontinue the Short Term DCA Fixed Account Option before the end of the transfer period, we will transfer the remaining balance in Short Term DCA Fixed Account to the money market Variable Sub-Account unless you request a different investment alternative. No transfers are permitted into the Short Term DCA Fixed Account.

We bear the investment risk for all amounts allocated to the DCA Fixed Account Option and the Short Term DCA Fixed Account Option. That is because we guarantee the current and renewal interest rates we credit to the amounts you allocate to either of these Options, which will never be less than the minimum guaranteed rate in the Contract. Currently, we determine, in our sole discretion, the amount of interest credited in excess

16 PROSPECTUS

of the guaranteed rate. We may declare more than one interest rate for different monies based upon the date of allocation to the DCA Fixed Account Option and the Short Term DCA Fixed Account Option. For current interest rate information, please contact your representative or Allstate Life customer service at 1-800-755-5275.

GUARANTEE PERIODS

Each payment or transfer allocated to a Guarantee Period earns interest at a specified rate that we guarantee for a period of years. Guarantee Periods may range from 1 to 10 years. We are currently offering Guarantee Periods of 1, 3, 5, 7, and 10 years in length. In the future we may offer Guarantee Periods of different lengths or stop offering some Guarantee Periods.

You select the Guarantee Period for each payment or transfer. If you do not select a Guarantee Period, we will assign the same period(s) you selected for your most recent purchase payment(s). Each payment or transfer allocated to a Guarantee Period must be at least \$50. We reserve the right to limit the number of additional purchase payments that you may allocate to this Option.

INTEREST RATES. We will tell you what interest rates and Guarantee Periods we are offering at a particular time. We will not change the interest rate that we credit to a particular allocation until the end of the relevant Guarantee Period. We may declare different interest rates for Guarantee Periods of the same length that begin at different times.

We have no specific formula for determining the rate of interest that we will declare initially or in the future. We will set those interest rates based on investment returns available at the time of the determination. In addition, we may consider various other factors in determining interest rates including regulatory and tax requirements, our sales commission and administrative expenses, general economic trends, and competitive factors.

WE DETERMINE THE INTEREST RATES TO BE DECLARED IN OUR SOLE DISCRETION. WE CAN NEITHER PREDICT NOR GUARANTEE WHAT THOSE RATES WILL BE IN THE FUTURE. For current interest rate information, please contact your representative or Allstate Life at 1-800-755-5275.

HOW WE CREDIT INTEREST. We will credit interest daily to each amount allocated to a Guarantee Period at a rate that compounds to the annual interest rate that we declared at the beginning of the applicable Guarantee Period.

THE FOLLOWING EXAMPLE ILLUSTRATES HOW A PURCHASE PAYMENT ALLOCATED TO A GUARANTEED PERIOD WOULD GROW, GIVEN AN ASSUMED GUARANTEE PERIOD AND ANNUAL INTEREST RATE:

Purchase Payment	\$ 10,000
Guarantee Period	5 years
Annual Interest Rate	4.50 %

	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>
Beginning Contract Value	\$ 10,000.00				
^(1 ^ Annual Interest Rate)	<u>X 1.045</u>				
	\$ 10,450.00				
Contract Value at end of Contract Year		\$ 10,450.00			
^(1 ^ Annual Interest)		<u>X 1.045</u>			
		\$ 10,920.25			
Contract Value at end of Contract Year			\$ 10,920.25		
^(1 ^ Annual Interest Rate)			<u>X 1.045</u>		
			\$ 11,411.66		
Contract Value at end of Contract Year				\$ 11,411.66	
^(1 ^ Annual Interest Rate)				<u>X 1.045</u>	
				\$ 11,925.19	
Contract Value at end of Contract Year					\$ 11,925.19
^(1 ^ Annual Interest Rate)					<u>X 1.045</u>
					\$ 12,461.82

TOTAL INTEREST CREDITED DURING GUARANTEE PERIOD = \$2,461.82 (\$12,461.82-\$10,000)

This example assumes no withdrawals during the entire 5-year Guarantee Period. If you were to make a withdrawal, you may be required to pay a withdrawal charge. In addition, the amount withdrawn may be increased or decreased by a Market Value Adjustment that reflects changes in interest rates since the time you invested the amount withdrawn. The hypothetical interest rate is for illustrative purposes only and is not intended to predict future interest rates to be declared under the Contract. Actual interest rates declared for any given Guarantee Period may be more or less than shown above.

RENEWALS. Prior to the end of each Guarantee Period, we will mail you a notice asking you what to do with your money, including the accrued interest. During the 30-day period after the end of the Guarantee Period, you may:

-
- 1) Take no action. We will automatically apply your money to a new Guarantee Period of the same length as the expiring Guarantee Period. The new Guarantee Period will begin on the day the previous Guarantee Period ends. The new interest rate will be our current declared rate for a Guarantee Period of that length; or
 - 2) Instruct us to apply your money to one or more new Guarantee Periods of your choice. The new Guarantee Period(s) will begin on the day the previous Guarantee Period ends. The new interest rate will be our then current declared rate for those Guarantee Periods; or
 - 3) Instruct us to transfer all or a portion of your money to one or more Variable Sub-Accounts of the Variable Account. We will effect the transfer on the day we receive your instructions. We will not adjust the amount transferred to include a Market Value Adjustment; we will pay interest from the day the Guarantee Period expired until the date of the transfer. The interest will be the rate for the shortest Guarantee Period then being offered; or
 - 4) Withdraw all or a portion of your money. You may be required to pay a withdrawal charge, but we will not adjust the amount withdrawn to include a Market Value Adjustment. You may also be required to pay premium taxes and income tax withholding, if applicable. We will pay interest from the day the Guarantee Period expired until the date of withdrawal. The interest will be the rate for the shortest Guarantee Period then being offered. Amounts not withdrawn will be applied to a new Guarantee Period of the same length as the previous Guarantee Period. The new Guarantee Period will begin on the day the previous Guarantee Period ends. Withdrawals of earnings are treated as ordinary income and, if taken prior to age 59 1/2, may be subject to an additional 10% federal tax penalty.

MARKET VALUE ADJUSTMENT. All withdrawals and transfers from a Guarantee Period, other than those taken during the 30 day period after such Guarantee Period expires, are subject to a Market Value Adjustment. A Market Value Adjustment also will apply when you apply amounts currently invested in a Guarantee Period to an Income Plan (unless applied during the 30 day period after such Guarantee Period expires). A Market Value Adjustment may apply in the calculation of the Settlement Value described in the "Death Benefit Amount" section below. We will not apply a Market Value Adjustment to a withdrawal you make:

- within the Free Withdrawal Amount as described on page 21,
- that qualify for one of the waivers as described on page 22,
- to satisfy the IRS minimum distribution rules for the Contract, or
- a single withdrawal made by a surviving spouse made within one year after continuing the Contract.

We apply the Market Value Adjustment to reflect changes in interest rates from the time you first allocate money to a Guarantee Period to the time you remove it from that Guarantee Period. We calculate the Market Value Adjustment by comparing the Treasury Rate for a period equal to the Guarantee Period at its inception to the Treasury Rate for a period equal to the Guarantee Period when you remove your money. "TREASURY RATE" means the U.S. Treasury Note Constant Maturity Yield as reported in Federal Reserve Board Statistical Release H.15.

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 increase significantly, the Market Value Adjustment and any withdrawal charge, premium taxes, and income tax withholding (if applicable) could reduce the amount you receive upon full withdrawal from a Guaranteed Period to an amount that is less than the purchase payment applied to that period plus interest earned under the Contract.

Generally, if the original Treasury Rate at the time you allocate money to a Guarantee Period is higher than the applicable current Treasury Rate for a period equal to the Guarantee Period, then the Market Value Adjustment will result in a higher amount payable to you, transferred or applied to an Income Plan. Conversely, if the Treasury Rate at the time you allocate money to a Guarantee Period is lower than the applicable Treasury Rate for a period equal to the Guarantee Period, then the Market Value Adjustment will result in a lower amount payable to you, transferred or applied to an Income Plan.

For example, assume that you purchase a Contract and you select an initial Guarantee Period of 5 years and the 5-year Treasury Rate for that duration is 4.50%. Assume that at the end of 3 years, you make a partial withdrawal. If, at that later time, the current 5-year Treasury Rate is

4.20%, then the Market Value Adjustment will be positive, which will result in an increase in the amount payable to you. Conversely, if the current 5-year Treasury Rate is 4.80%, then the Market Value Adjustment will be negative, which will result in a decrease in the amount payable to you.

The formula for calculating Market Value Adjustments is set forth in Appendix B to this prospectus, which also contains additional examples of the application of the Market Value Adjustment.

18 PROSPECTUS

INVESTMENT ALTERNATIVES: TRANSFERS

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 Short-Term Dollar Cost Averaging Fixed Account Option or the Dollar Cost Averaging Fixed Account Option. You may request transfers in writing on a form that we provided or by telephone according to the procedure described below. The minimum amount that you may transfer into a Guarantee Period is \$50. We currently do not assess, but reserve the right to assess, a \$10 charge on each transfer in excess of 12 per Contract Year. All transfers to or from more than one Portfolio on any given day counts as one transfer.

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. Central Time 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 for up to six months from the date we receive your request. If we decide to postpone transfers 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.

If you transfer an amount from a Guarantee Period other than during the 30 day period after such Guarantee Period expires, we will increase or decrease the amount by a Market Value Adjustment.

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. In addition, you will have a limited ability to make transfers from the Variable Sub-Accounts to increase the proportion of your income payments consisting of fixed income payments. You may not, however, convert any portion of your right to receive fixed income payments into variable income payments. If you choose an Income Plan that depends on any person's life, you may not make any transfers for the first 6 months after the Payout Start Date. Thereafter, you may make transfers among the Variable Sub-Accounts or make transfers from the Variable Sub-Accounts to increase the proportion of your income payments consisting of fixed income payments. Your transfers must be at least 6 months apart.

TELEPHONE TRANSFERS

You may make transfers by telephone by calling 1-800-755-5275. 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 at any telephone number other than the number that appears in this paragraph or received after the close of trading on the Exchange.

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. 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, not all market timing or excessive trading is identifiable or preventable.

19 PROSPECTUS

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 first occurs. To the extent that such trading activity occurs prior to detection and the imposition of trading restrictions, 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, 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 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 Sub-account underlying portfolios that we have identified as being susceptible to market timing activities;
- 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 Sub-account underlying portfolio.

If we determine that a contract owner has engaged in market timing or excessive trading activity, we will restrict that contract owner from making future additions or transfers into the impacted Sub-account(s). If we determine that a contract owner has engaged in a pattern of market timing or excessive trading activity involving multiple Sub-accounts, we will also require that all future transfer requests be submitted through regular U.S. mail thereby refusing to accept transfer requests via telephone, facsimile, Internet, or overnight delivery. Any Sub-account or transfer restrictions will be uniformly applied.

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.

DOLLAR COST AVERAGING PROGRAM

Through our Dollar Cost Averaging Program, you may automatically transfer a fixed dollar amount every month during the Accumulation Phase from the Short Term DCA Fixed Account or the DCA Fixed Account, to any Variable Sub-Account. You may not use the Dollar Cost Averaging Program to transfer amounts to the Guarantee Periods.

We will not charge a transfer fee for transfers made under this Program, nor will such transfer 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 Variable Sub-Account may cause a shift in the percentage you allocated to each Variable 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. We will not include money you allocate to the Fixed Account Options in the Automatic Portfolio Rebalancing Program.

We will rebalance your account each quarter 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 request. We are not responsible for rebalancing that occurs prior to receipt 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 Fidelity VIP High Income Variable Sub-Account and 60% to be in the AIM V.I. Growth Variable 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 Fidelity VIP High Income Variable Sub-Account now represents 50% of your holdings because of its increase in value. If you choose to have your holdings rebalanced quarterly, on the first day of the next quarter, we would sell some of your units in the Fidelity VIP High Income Variable Sub-Account and use the money to buy more units in the AIM V.I. Growth Variable Sub-Account so that the percentage allocations would again be 40% and 60% respectively.

The Automatic Portfolio Rebalancing Program is available only during the Accumulation Phase. 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 better performing segments.

EXPENSES

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 \$35 contract maintenance charge from your Contract Value invested in each Variable Sub-Account in proportion to the amount invested. If you surrender your Contract, we will deduct the contract maintenance charge pro rated for the part of the Contract Year elapsed, unless your Contract qualifies for a waiver, described below.

The charge is to compensate us for the cost of administering the Contracts and the Variable Account. Maintenance costs include expenses we incur 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. However, we will waive this charge if, as of the Contract Anniversary or upon full surrender:

- total purchase payments equal \$50,000 or more, or
- all money is allocated to the Fixed Account.

In addition, we will waive the Contract Maintenance Charge if total purchase payments are \$50,000 or more as of the Payout Start Date.

MORTALITY AND EXPENSE RISK CHARGE

We deduct a mortality and expense risk charge daily at an annual rate of 1.05% of the average daily net assets you have invested in the Variable Sub-Accounts (1.27% if you select the Enhanced Death Benefit Rider, 1.49% if you selected the Enhanced Death and Income Combination Benefit Rider, and 1.55% if you select the Enhanced Death and Income Benefit Combination Rider II). 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 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 Enhanced Death Benefit Rider, the Enhanced Death and Income Benefit Combination Rider and the Enhanced Death and Income Benefit Combination Rider II, to compensate us for the additional risk that we accept by providing these options. We guarantee that we will not raise the mortality and expense risk charge. We assess the mortality and expense risk charge during both the Accumulation Phase and the Payout Phase.

ADMINISTRATIVE EXPENSE CHARGE

We deduct an administrative expense charge daily at an annual rate of 0.10% 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 guarantee that we will not raise this charge.

TRANSFER FEE

We do not currently impose a fee upon transfers among the investment alternatives. However, we reserve the right to charge \$10 per transfer after the 12th transfer in each Contract Year. We will not charge a transfer fee on transfers that are part of a Dollar Cost Averaging or Automatic Portfolio Rebalancing Program.

WITHDRAWAL CHARGE

We may assess a withdrawal charge of up to 6% of the purchase payment(s) you withdraw. The charge declines to 0% on the last day of each contract year over a 6 year period that begins on the day we receive your payment. Beginning on January 1, 2004, 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. A schedule showing how the charge declines is shown on page 7. During each Contract Year, you can withdraw up to 15% of the aggregate amount of your purchase payments without paying the charge. Unused portions of this "FREE WITHDRAWAL AMOUNT" are not carried forward to future Contract Years. We will deduct withdrawal charges, if applicable,

from the amount paid. For purposes of calculating the withdrawal charge, we will treat withdrawals as coming from the oldest purchase payments first. However, for federal income tax purposes, please note that withdrawals are considered to have come first from earnings, which means you pay taxes on the earnings portion of your withdrawal. We do not apply a withdrawal charge in the following situations:

- on the Payout Start Date (a withdrawal charge may apply if you terminate income payments to be received for a specified period);
- on the death of the Contract Owner, or the Annuitant if the Contract Owner is not a natural person (unless the Settlement Value is used to determine the death benefit);
- withdrawals taken to satisfy IRS minimum distribution rules for the Contract; or

21 PROSPECTUS

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- withdrawals that qualify for one of the waivers as 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 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 and a Market Value Adjustment. You should consult your own tax counsel or other tax advisers regarding any withdrawals.

CONFINEMENT WAIVER. We will waive the withdrawal charge and any Market Value Adjustment on all withdrawals taken prior to the Payout Start Date under your Contract if the following conditions are satisfied:

1. You or the Annuitant, if the Contract Owner is not a natural person, are 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. You request the withdrawal and provide written proof of the stay no later than 90 days following the end of your or the Annuitant's stay at the long term care facility or hospital; and
3. A physician must have prescribed the stay and the stay must be medically necessary (as defined in the Contract).

You may not claim this benefit if you, the Annuitant, or a member of your or the Annuitant's immediate family, is the physician prescribing your or the Annuitant's stay in a long term care facility.

TERMINAL ILLNESS WAIVER. We will waive the withdrawal charge and any Market Value Adjustment on all withdrawals taken prior to the Payout Start Date under your Contract if:

1. you or the Annuitant (if the Contract Owner is not a natural person) are first diagnosed with a terminal illness at least 30 days after the Issue Date; and
2. you claim this benefit and deliver adequate proof of diagnosis to us.

UNEMPLOYMENT WAIVER. We will waive the withdrawal charge and any Market Value Adjustment on one partial or a full withdrawal taken prior to the Payout Start Date under your Contract, if you meet the following requirements:

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

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 need to pay our withdrawal charge or a Market Value Adjustment because of these waivers, you still may be required to pay taxes or tax penalties on the amount withdrawn. You should consult your tax adviser 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. At our discretion, we may 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, if applicable, 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 such 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 beginning on page 32.

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 accompanying prospectuses for the

Portfolios. For a summary of current estimates of maximum and minimum amounts for those charges and expenses, see page 8. We may receive compensation from the investment advisers or administrators of the Portfolios in connection with the administrative services we provide to the Portfolios.

ACCESS TO YOUR MONEY

You can withdraw some or all of your Contract Value at any time prior to the Payout Start Date. 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 Market Value Adjustment, less any withdrawal charges, contract maintenance charges, income tax withholding, penalty tax, 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 Options. To complete a partial withdrawal from the Variable Account, we will cancel Accumulation Units in an amount equal to the withdrawal and any applicable withdrawal charge and premium taxes. If you have the opportunity to name the investment alternatives) from which you are taking the withdrawal. If none is specified, we will deduct your withdrawal pro rata from the investment alternatives according to the value of your investments therein.

In general, you must withdraw at least \$50 at a time. You also may withdraw a lesser amount if you are withdrawing your entire interest in a Variable Sub-Account. If you request a total withdrawal, we may require you to return your Contract to us.

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.

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.

In addition, we may delay payments or transfers from the Fixed Account Options for up to 6 months (or shorter period if required by law). If we delay payment 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. The minimum amount of each systematic withdrawal is \$50. At our discretion, systematic withdrawals may not be offered in conjunction with the Dollar Cost Averaging Program or Automatic Portfolio Rebalancing Program. 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. 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 \$2,000, we may treat it as a request to withdraw your entire Contract Value. 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. Before terminating any Contract whose value has been previously reduced by withdrawals to less than \$2,000, we will inform you in writing of our intention to terminate your Contract and give you at least 30 days in which to make an additional purchase payment to restore your Contract's Value to the contractual minimum of \$2,000. 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**PAYOUT START DATE**

You select the Payout Start Date in your application. The “PAYOUT START DATE” is the day that we apply your money to an Income Plan. The Payout Start Date must be:

- at least 30 days after the Issue Date; and
- no later than the day the Annuitant reaches age 90, 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 scheduled payments to you or someone you designate. You may choose and change your choice of Income Plan until 30 days before the Payout Start Date. If you do not select an Income Plan, we will make income payments in accordance with Income Plan 1 with guaranteed payments for 10 years. Three Income Plans are available under the Contract. Each is available to provide:

- 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 investment 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 three Income Plans are:

INCOME PLAN 1 - LIFE INCOME WITH GUARANTEED PAYMENTS. Under this plan, we make periodic income payments for at least as long as the Annuitant lives. If the Annuitant dies before we have made all of the guaranteed income payments, we will continue to pay the remainder of the guaranteed income payments as required by the Contract.

INCOME PLAN 2 - JOINT AND SURVIVOR LIFE INCOME WITH GUARANTEED PAYMENTS. Under this plan, we make periodic income payments for at least as long as either the Annuitant or the joint Annuitant is alive. If both the Annuitant and the joint Annuitant die before we have made all of the guaranteed income payments, we will continue to pay the remainder of the guaranteed income payments as required by the Contract.

INCOME PLAN 3 - GUARANTEED PAYMENTS FOR A SPECIFIED PERIOD (5 YEARS TO 30 YEARS). Under this plan, we make periodic income payments for the period you have chosen. These payments do not depend on the Annuitant's life. You may elect to receive guaranteed payments for periods ranging from 5 to 30 years. Income payments for less than 120 months may be subject to a withdrawal charge. We will deduct the mortality and expense risk charge from the Variable Sub-Account assets that support variable income payments even though we may not bear any mortality risk.

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 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 minimum specified period for guaranteed payments, the income payments generally will be greater than the income payments made under the same Income Plan with a minimum specified period for guaranteed payments. If you choose Income Plan 1 or 2, or, if available, another 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 are alive before we make each payment.

Please note that under such Income Plans, if you elect to take no minimum guaranteed payments, it is possible that the payee could receive only 1 income payment if the Annuitant and any joint Annuitant both die before the second income payment, or only 2 income payments if they die before the third income payment, and so on.

Generally, you may not make withdrawals after the Payout Start Date. One exception to this rule applies if you are receiving variable income payments that do not depend on the life of the Annuitant (such as under Income Plan 3). In that case you may terminate all or part of the Variable Account portion of the income payments at any time and receive a lump sum equal to the present value of the remaining variable payments associated with the amount withdrawn. The minimum amount you may withdraw under this feature is \$1,000. A withdrawal charge may apply. We deduct applicable premium taxes from the Contract Value at the Payout Start Date.

We may make other Income Plans available.

If you elected the Enhanced Death and Income Benefit Combination Rider or the Enhanced Death and Income Benefit Combination Rider II, you may be able to apply an amount greater than your Contract Value to an Income Plan. You must apply at least the Contract Value in the Fixed Account on the Payout Start Date to fixed income payments. If you wish to apply any portion of your Fixed Account balance to provide variable income payments, you should plan ahead and transfer that amount to the Variable Sub-Accounts prior to the Payout Start Date. If you do not tell us how to allocate your Contract Value among fixed and variable income payments, we will apply your Contract Value in the Variable Account to variable income payments and your Contract Value in the Fixed Account to fixed income payments. We will apply your Contract Value, adjusted by any applicable Market Value Adjustment, less applicable taxes to your Income Plan on the Payout Start Date. If the amount available to apply under an Income Plan is less than \$2,000, or not enough to provide an initial payment of at least \$20, and state law permits, we may:

- terminate the Contract and pay you the Contract Value, adjusted by any applicable Market Value

24 PROSPECTUS

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) actual mortality experience and (b) the amount of our administration expenses.

We cannot predict the total amount of your variable income payments. Your variable income payments 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) the Annuitant could live longer or shorter than we expect based on the tables we use.

In calculating the amount of the periodic payments in the annuity tables in the Contract, we assumed an annual investment rate of 3%. If the actual net investment return of the Variable Sub-Accounts you choose is less than this assumed investment rate, 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 assumed investment rate. The dollar amount of the variable income payments stays level if the net investment return equals the assumed investment rate.

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

FIXED INCOME PAYMENTS

We guarantee income payment amounts derived from any Fixed Account Option for the duration of the Income Plan. We calculate the fixed income payments by:

1. adjusting the portion of the Contract Value in any Fixed Account Option on the Payout Start Date by any applicable Market Value Adjustment;
2. deducting any applicable premium tax; and
3. applying the resulting amount to the greater of (a) the appropriate value from the income payment table in your Contract or (b) such other value as we are offering at that time.

We may defer making fixed income payments for a period of up to 6 months or any 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.

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 to be 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 purchase of a Contract is appropriate.

DEATH BENEFITS

DEATH OF OWNER

If you die before the Payout Start Date, any surviving joint Contract Owner or, if none, the Beneficiary will be designated the new Contract Owner and will be entitled to the options described below. If the new Contract Owner previously was the Beneficiary, however, the new Contract Owner's options will be subject to any restrictions previously placed upon the Beneficiary.

The claim for death benefits must be submitted to us within 180 days of the relevant death in order to claim the standard or enhanced death benefit. If a complete claim is not submitted within 180 days of the relevant death, the claimant will receive the greater of Contract Value or the Settlement Value. (See “Death Proceeds” below).

1. If your spouse is the sole surviving Contract Owner or, in the absence of any surviving Contract Owner, is the sole Beneficiary:
 - (a) Your spouse may elect to receive the Death Proceeds in a lump sum; or
 - (b) Your spouse may elect to receive the Death Proceeds paid out under one of the Income Plans (described in “Income Payments” above) subject to the following conditions:

The Payout Start Date must be within one year of your date of death. Income payments must be payable:

- (i) over the life of your spouse; or
- (ii) for a guaranteed number of payments from 5 to 50 years but not to exceed the life expectancy of your spouse; or
- (iii) over the life of your spouse with a guaranteed number of payments from 5 to 30 years but not to exceed the life expectancy of your spouse.

25 PROSPECTUS

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- (c) If your spouse does not elect one of these options, the Contract will continue in the Accumulation Phase as if the death had not occurred. If the Contract is continued in the Accumulation Phase, the following conditions apply:

The Contract Value of the continued Contract will be the Death Proceeds. 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. The excess will be allocated in proportion to your Contract Value in those Sub-accounts as of the end of the Valuation Period during which we receive the complete request for settlement of the Death Proceeds, except that any portion of this excess attributable to the Fixed Account Options will be allocated to the money market Variable Sub-account. Within 30 days of the date the Contract is continued, your surviving spouse may choose one of the following transfer alternatives without incurring a transfer fee:

- (i) transfer all or a portion of the excess among the Variable Sub-accounts;
- (ii) transfer all or a portion of the excess into the Guaranteed Maturity Fixed Account and begin a new Guarantee Period; or
- (iii) transfer all or a portion of the excess into a combination of Variable Sub-accounts and the Guaranteed Maturity Fixed Account.

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 the Contract.

The surviving spouse may make a single withdrawal of any amount within one year of the date of your death without incurring a Withdrawal Charge or Market Value Adjustment.

Prior to the Payout Start Date, the Death Benefit of the continued Contract will be as defined in the Death Benefit provision.

Only one spousal continuation is allowed under the Contract.

2. If the new Contract Owner is not your spouse but is a living person:

- (a) The new Contract Owner may elect to receive the Death Proceeds in a lump sum; or
- (b) The new Contract Owner may elect to receive the Death Proceeds paid out under one of the Income Plans (described in "Income Payments" above) subject to the following conditions:

The Payout Start Date must be within one year of your date of death. Income Payments must be payable:

- (i) over the life of the new Contract Owner; or
 - (ii) for a guaranteed number of payments from 5 to 50 years but not to exceed the life expectancy of the new Contract Owner; or
 - (iii) over the life of the new Contract Owner with a guaranteed number of payments from 5 to 30 years but not to exceed the life expectancy of the new Contract Owner.
- (c) If the new Contract Owner does not elect one of the options above, then the new Contract Owner must receive the Contract Value payable within 5 years of your date of death. On the date we receive the complete request for settlement of the Death Proceeds, the Contract Value will be the Death Proceeds. Unless otherwise instructed by the new Contract Owner, the excess, if any, of the Death Proceeds over the Contract Value will be allocated to the money market Variable Sub-Account. Henceforth, the new Contract Owner may make transfers (as described in "Transfers During the Payout Phase" above) during this 5 year period.

The new Contract Owner may not make additional purchase payments to the Contract under this election. Withdrawal Charges will be waived for any withdrawals made during this 5 year period.

We reserve the right to offer additional options upon the death of the Contract Owner.

If the new Contract Owner dies prior to the complete liquidation of the Contract Value, then the new Contract Owner's named Beneficiary(ies) will receive the greater of the Settlement Value or the remaining Contract Value. This amount must be liquidated as a lump sum within 5 years of the date of the original Contract Owner's death.

3. If the new Contract Owner is a corporation or other type of non-living person:
 - (a) The new Contract Owner may elect to receive the Death Proceeds in a lump sum; or
 - (b) If the new Contract Owner does not elect the option above, then the new Contract Owner must receive the Contract Value payable within 5 years of your date of death. On the date we receive the complete request for settlement of the Death Proceeds, the Contract Value under this option will be the Death Proceeds. Unless otherwise instructed by the new Contract Owner, the excess, if any, of the Death Proceeds over the Contract Value will be allocated to the money market Variable Sub-Account. Henceforth, the new Contract Owner may make transfers (as described in "Transfers During the Payout Phase" above) during this 5 year period.

The new Contract Owner may not make additional purchase payments to the Contract under this election. Withdrawal Charges will be waived during this 5 year period.

We reserve the right to make additional options available to the new Contract Owner upon the death of the Contract Owner.

If any new Contract Owner is a non-living person, all new Contract Owners will be considered to be non-living persons for purposes of these provisions.

26 PROSPECTUS

Under any of these options, all ownership rights, subject to any restrictions previously placed upon the Beneficiary, are available to the new Contract Owner from the date of your death to the date on which the Death Proceeds are paid.

DEATH OF ANNUITANT

If the Annuitant who is not also the Contract Owner dies prior to the Payout Start Date, the following apply:

1. If the Contract Owner is a living person, then the Contract will continue with a new Annuitant, who will be:
 - (a) the youngest Contract Owner; otherwise
 - (b) the youngest Beneficiary.

You may change the Annuitant before the Payout Start Date.

2. If the Contract Owner is a non-living person:
 - (a) The Contract Owner may elect to receive the Death Proceeds in a lump sum; or
 - (b) If the Contract Owner does not elect the option above, then the Contract Owner must receive the Contract Value payable within 5 years of the Annuitant's date of death. On the date we receive the complete request for settlement of the Death Proceeds, the Contract Value under this option will be the Death Proceeds. Unless otherwise instructed by the Contract Owner, the excess, if any, of the Death Proceeds over the Contract Value will be allocated to the money market Variable Sub-Account. Henceforth, the Contract Owner may make transfers (as described in "Transfers During the Payout Phase" above) during this 5 year period.

The new Contract Owner may not make additional purchase payments to the Contract under this election. Withdrawal Charges will be waived during this 5 year period.

We reserve the right to make additional options available to the Contract Owner upon the death of the Annuitant.

Under any of these options, all ownership rights are available to the non-living Contract Owner from the date of the Annuitant's death to the date on which the Death Proceeds are paid.

DUE PROOF OF DEATH

A claim for a distribution on death must include Due Proof of Death. We will accept the following documentation as "Due Proof of Death":

- a certified copy of a 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 BENEFIT PAYMENTS

DEATH PROCEEDS. If we receive a complete request for settlement of the Death Proceeds within 180 days of the date of your death, the Death Proceeds are equal to the applicable death benefit described below. Otherwise, the Death Proceeds are equal to the greater of the Contract value or the Settlement Value.

We reserve the right to extend, on a non-discriminatory basis, the 180-day period in which the Death Proceeds will equal the applicable death benefit as described above.

This right applies only for the purposes of determining the amount payable as Death Proceeds and in no way restricts when a claim may be filed.

DEATH BENEFIT AMOUNT

Prior to the Payout Start Date, the death benefit is equal to the greatest of:

1. the Contract Value as of the date we determine the value of the death benefit, or
2. the SETTLEMENT VALUE (that is, the amount payable on a full withdrawal of Contract Value) on the date we determine the value of the death benefit, or
3. the Contract Value on each DEATH BENEFIT ANNIVERSARY prior to the date we determine the death benefit, increased by purchase payments made since that Death Benefit Anniversary and reduced by an adjustment for any partial withdrawals since that Death Benefit Anniversary.

In calculating the Settlement Value, the amount in each individual Guarantee Period may be subject to a Market Value Adjustment. A Market Value Adjustment will apply to amounts in a Guarantee Period, unless we calculate the Settlement Value during the 30-day period after the expiration of the Guarantee Period. Also, the Settlement Value will reflect the deduction of any applicable withdrawal charges, contract maintenance charges, and premium taxes. Contract maintenance charges will be pro rated for the part of the Contract Year elapsed as of the date we determine the Settlement Value, unless your Contract qualifies for a waiver of such charges described in the "Contract Maintenance Charge" section above.

A "Death Benefit Anniversary" is every seventh Contract Anniversary beginning with the Issue Date. For example, the Issue Date, 7th and 14th Contract Anniversaries are the first 3 Death Benefit Anniversaries.

The withdrawal adjustment is equal to (a) divided by (b), with the result multiplied by (c), where:

(a) = is the withdrawal amount;

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

(c) = is the Contract Value on the Death Benefit Anniversary adjusted by any prior purchase payments or withdrawals made since that Anniversary.

We will determine the value of the death benefit as of the end of the Valuation Date on which we receive a complete request for payment of the death benefit. If we receive a request after 3 p.m. Central Time on a Valuation Date, we will process the request as of the following Valuation Date.

OPTIONAL RIDERS

We offer two optional riders: an Enhanced Death Benefit Rider and an Enhanced Death and Income Benefit Combination Rider II. You may elect to add either or no Rider to your Contract; you may not add both. If you elect an optional Rider, we will charge you a higher mortality and expense risk charge. We may discontinue offering either or both of these Riders at any time. The benefits under these Riders are described below.

Before September 22, 2000, we offered the Enhanced Death and Income Benefit Combination Rider. We no longer offer it with this Contract. However, it also is described below for the convenience of Contract Owners who purchased it when it was available.

ENHANCED DEATH BENEFIT RIDER

You may elect the enhanced Death Benefit Rider if the oldest Contract Owner and Annuitant are no older than age 80 as of the date we receive the completed application, or a written request to add the Rider.

If the Contract Owner is a living individual, the enhanced death benefit applies only upon the death of the Contract Owner. If the Contract Owner is not a living individual, the enhanced death benefit applies only upon the death of the Annuitant. For Contracts with the Enhanced Death Benefit Rider, the death benefit will be the greatest of (1) through (3) above, or (4) the enhanced death benefit. The enhanced death benefit is equal to the greater of the Enhanced Death Benefit A or Enhanced Death Benefit B. Enhanced Death Benefit B may not be available in all states.

The enhanced death benefit will never be greater than the maximum death benefit allowed by any state nonforfeiture laws that govern the Contract.

ENHANCED DEATH BENEFIT A.

At issue, Enhanced Death Benefit A is equal to the initial purchase payment. After issue, Enhanced Death Benefit A is the greatest of the Anniversary Values as of the date we determine the death benefit. The "Anniversary Value" is equal to the Contract Value on a Contract Anniversary, increased by purchase payments made since that Anniversary and reduced by an adjustment for any partial withdrawals since that Anniversary. The adjustment is equal to (a) divided by

(b), and the result multiplied by (c) where:

(a) = the withdrawal amount,

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

(c) = the most recently calculated Enhanced Death Benefit A.

We will calculate Anniversary Values for each Contract Anniversary prior to the oldest Contract Owner's or the Annuitant's, if the Contract Owner is not a natural person, 85th birthday. After age 85, we will recalculate Enhanced Death Benefit A only for purchase payments and withdrawals.

ENHANCED DEATH BENEFIT B.

The Enhanced Death Benefit B is equal to total purchase payments made reduced by a withdrawal adjustment, as defined below. Each purchase payment and each withdrawal adjustment will accumulate daily at a rate equivalent to 5% per year until the earlier of:

- the date we determine the death benefit, or
- the first day of the month following the oldest Contract Owner's or, if the Contract Owner is not a natural person, the Annuitant's 85th birthday.

The adjustment is equal to (a) divided by (b), and the result multiplied by (c) where:

- (a) = the withdrawal amount,
- (b) = the Contract Value immediately prior to the withdrawal, and
- (c) = the most recently calculated Enhanced Death Benefit B.

ENHANCED DEATH AND INCOME BENEFIT COMBINATION RIDER. (for Contracts issued

before September 22, 2000)

The enhanced death benefit portion of the Enhanced Death and Income Benefit Combination Rider is as described above under “Enhanced Death Benefit Rider.”

The enhanced income benefit guarantees that the amount of income payments you receive will not be less than those determined by applying the value of the enhanced death benefit on the Payout Start Date to the minimum guaranteed rate (rather than to any current rates we may be offering) for the Income Plan you select.

The enhanced income benefit will apply if the Contract owner elects a Payout Start Date that:

- is on or after the tenth Contract Anniversary, and
- is prior to the Annuitant’s 90th Birthday.

On the Payout Start Date, you may apply the greater of the Contract Value or the enhanced income benefit to the Payout Phase of the Contract. No Market Value Adjustment will be applied to the enhanced income benefit amount. The enhanced income benefit will only apply if the Income Plan selected provides payments guaranteed for either a single or joint lives with a period certain of at least:

- 10 years, if the youngest Annuitant’s age is 80 or less on the date the amount is applied; or
- 5 years, if the youngest Annuitant’s age is greater than 80 on the date the amount is applied.

If, however, you apply the Contract Value and not the enhanced income benefit to the Income Plan, then you may select any Income Plan we offer at that time.

ENHANCED DEATH AND INCOME BENEFIT COMBINATION RIDER II. (for Contracts issued on or after September 22, 2000). Instead of the Enhanced Death Benefit Rider, you may choose the Enhanced Death and Income Benefit Combination Rider II. The Enhanced Death and Income Benefit Combination Rider II may not be available in all states.

The enhanced death benefit portion of the Enhanced Death and Income Benefit Combination Rider II is as described above under “Enhanced Death Benefit Rider.”

The enhanced income benefit guarantees that the amount of income payments you receive will not be less than those determined by applying the value of the enhanced death benefit on the Payout Start Date to the minimum guaranteed rate (rather than to any current rates we may be offering) for the Income Plan you select.

The guaranteed income benefit amount is determined by applying the enhanced income benefit amount less any applicable taxes to the guaranteed rates for the Income Plan you elect. The Income Plan you elect must satisfy the conditions described below.

The enhanced income benefit will apply if the Contract Owner elects a Payout Start Date that:

- is on or after the tenth Contract Anniversary, and
- occurs during the 30 day period following a Contract Anniversary.

On the Payout Start Date, you may apply the greater of the Contract Value or the enhanced income benefit to the Payout Phase of the Contract. No Market Value Adjustment will be applied to the enhanced income benefit amount. The enhanced income benefit will only apply if the Income Plan selected provides payments guaranteed for either a single or joint lives with a period certain of at least:

- 10 years, if the youngest Annuitant’s age is 80 or less on the date the amount is applied; or
- 5 years, if the youngest Annuitant’s age is greater than 80 on the date the amount is applied.

You must elect to receive fixed income payments, which will be calculated using the appropriate guaranteed income payment table provided in your Contract.

If, however, you apply the Contract Value and not the enhanced income benefit to the Income Plan, then you may select any Income Plan we offer at that time. If you expect to apply your Contract Value to variable income payment options or to current annuity payment rates then in effect, electing the enhanced income benefit may not be appropriate.

The enhanced income benefit only applies to the determination of income payments under Income Plans in the circumstances described above. This is not a guarantee of Contract Value or investment performance. This benefit does not enhance the amounts you receive in partial withdrawal or surrenders. If you surrender your Contract, you will not receive any benefit under this Rider.

MORE INFORMATION

ALLSTATE LIFE

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. Prior to January 1, 2005, Glenbrook Life and Annuity Company (“Glenbrook Life”) issued the Contract. Effective January 1, 2005, Glenbrook Life merged with Allstate Life (“Merger”). On the date of the Merger, Allstate Life acquired from Glenbrook Life all of Glenbrook Life’s assets and became directly liable for Glenbrook Life’s liabilities and obligations with respect to all contracts issued by Glenbrook Life. 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.

THE VARIABLE ACCOUNT

Allstate Life established the Allstate Financial Advisors Separate Account I in 1999. The Contracts were previously issued through the Glenbrook Life Multi-Manager Variable Account. Effective January 1, 2005, Glenbrook Life Multi-Manager Variable Account and Glenbrook Life and Annuity Company Separate Account A combined with Allstate Financial Advisors Separate Account I 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 Portfolio. 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. ALFS, Inc. ("ALFS"), located at 3100 Sanders Road, Northbrook, IL 60062-7154, serves as principal underwriter of the Contracts. ALFS is a wholly owned subsidiary of Allstate Life. ALFS is a registered broker dealer under the Securities and Exchange Act of 1934, as amended ("EXCHANGE ACT"), and is a member of the NASD.

We will pay commissions to broker-dealers who sell the contracts. Commissions paid may vary, but we estimate that the total commissions paid on all Contract sales will not exceed 8% of all purchase payments. These commissions are intended to cover distribution expenses. Sometimes, we also pay the broker-dealer a persistency bonus in addition to the standard commissions. A persistency bonus is not expected to exceed 0.25%, on an annual basis, of the Contract Values considered in connection with the bonus. In some states, Contracts may be sold by representatives or employees of banks which may be acting as broker-dealers without separate registration under the Exchange Act, pursuant to legal and regulatory exceptions.

Allstate Life does not pay ALFS a commission for distribution of the Contracts. The underwriting agreement with ALFS provides that we will reimburse ALFS for any liability to Contract Owners arising out of services rendered or Contracts issued.

ADMINISTRATION. We have primary responsibility for all administration of the Contracts and the Variable Account.

30 PROSPECTUS

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 and transaction confirmations at least annually. 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. 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 reserve the right to 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.

NON-QUALIFIED 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 state insurance law pertaining to the Contracts, including the validity of the Contracts and Allstate Life's right to issue such Contracts under state insurance law, have been passed upon by Michael J. Velotta, General Counsel of Allstate Life.

TAXES

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 surviving Contract Owner. Since the trust will be the surviving Contract Owner in all cases, the Death Benefit will be payable to the trust notwithstanding any beneficiary designation on the annuity contract. A trust, 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

32 PROSPECTUS

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.

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.

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 full 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.

33 PROSPECTUS

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 a ruling that permits partial exchanges of annuity contracts. Under this ruling, if you take a withdrawal from a receiving or relinquishing annuity contract within 24 months of the partial exchange, then special aggregation rules apply for purposes of determining the taxable amount of a distribution. The IRS has issued limited guidance on how to aggregate and report these distributions. The IRS is expected to provide further guidance; as a result, it is possible that the amount we calculate and report to the IRS as taxable could be different.

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, 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, Section 1441 of the Code 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. 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 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.

34 PROSPECTUS

TAX QUALIFIED CONTRACTS

The income on tax sheltered annuity (TSA) and IRA investments is tax deferred, and the income on variable 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 a variable annuity as a TSA or IRA. Tax Qualified Contracts are contracts purchased as investments as:

- Individual Retirement Annuities (IRAs) under Section 408(b) of the Code;
- Roth IRAs under Section 408A of the Code;
- Simplified Employee Pension (SEP IRA) under Section 408(k) of the Code;
- Savings Incentive Match Plans for Employees (SIMPLE IRA) under Section 408(p) of the Code; and
- Tax Sheltered Annuities under Section 403(b) of the Code.

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.

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 retirement plan.

In the case of certain qualified plans, the terms of 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 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. All tax reporting of distributions from Roth IRAs will indicate that the taxable amount is not determined.

REQUIRED MINIMUM DISTRIBUTIONS. Generally, IRAs (excluding Roth IRAs) and TSAs 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. 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.

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 403(b) 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:

35 PROSPECTUS

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- 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), and
 - made for a first time home purchase (up to a \$10,000 lifetime limit and applies only for IRAs).

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, 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 employer sponsored retirement plans, 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.

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, Section 1441 of the Code 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. 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 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.

INDIVIDUAL RETIREMENT ANNUITIES. Section 408 of the Code 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 plans may be "rolled over" on a tax-deferred basis into an Individual Retirement Annuity.

ROTH INDIVIDUAL RETIREMENT ANNUITIES. Section 408A of the Code permits eligible individuals to make nondeductible contributions to an individual retirement program known as a Roth Individual Retirement Annuity.

36 PROSPECTUS

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. The income portion of a conversion or rollover distribution is taxable currently, but is exempted from the 10% penalty tax on premature distributions.

ANNUITIES HELD BY INDIVIDUAL RETIREMENT ACCOUNTS (COMMONLY KNOWN AS CUSTODIAL IRAS). Internal Revenue 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.

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 annuity 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. Section 408(k) of the Code 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). Section 408(p) of the Code allow 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.

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. Section 403(b) of the Code 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 Employee Retirement Income Security Act of 1974 (ERISA) funds in 403(b) contracts.

37 PROSPECTUS

ANNUAL REPORTS AND OTHER DOCUMENTS

Allstate Life's annual report on Form 10-K for the year ended December 31, 2003 and its Form 10-Q reports for the quarters ended March 31, 2004, June 30, 2004, and September 30, 2004 are incorporated herein by reference which means that they are legally a part of this prospectus.

After the date of this prospectus and before we terminate the offering of the securities under this prospectus, all documents or reports we file with the SEC under the Exchange Act are also incorporated herein by reference, which means that they also legally become 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 and quarterly reports on Form 10-K and Form 10-Q 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 450 Fifth Street, N.W., Washington, D.C. 20549. 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 2940 S. 84TH STREET, LINCOLN, NE 68506-4142 (telephone:

1-800-755-5275).

APPENDIX A ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT SINCE CONTRACTS WERE FIRST OFFERED*

BASIC POLICY

For the Years Beginning January 1 and Ending December 31,*	1998	1999	2000	2001	2002
AIM V.I. BALANCED SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.73	\$ 12.66	\$ 11.99	\$ 10.501
Accumulation Unit Value, End of Period	\$ 10.73	\$ 12.66	\$ 11.99	\$ 10.501	\$ 8.605
Number of Units Outstanding, End of Period	0	7,487	52,646	90,025	79,599
AIM V.I. CAPITAL APPRECIATION SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.39	\$ 16.29	\$ 14.35	\$ 10.883
Accumulation Unit Value, End of Period	\$ 11.39	\$ 16.29	\$ 14.35	\$ 10.883	\$ 8.138
Number of Units Outstanding, End of Period	0	8,743	73,347	76,217	62,506
AIM V.I. CORE EQUITY SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.36	\$ 15.09	\$ 12.74	\$ 9.721
Accumulation Unit Value, End of Period	\$ 11.36	\$ 15.09	\$ 12.74	\$ 9.721	\$ 8.112
Number of Units Outstanding, End of Period	0	12,180	53,747	73,192	55,166
AIM V.I. GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.83	\$ 15.82	\$ 12.43	\$ 8.127
Accumulation Unit Value, End of Period	\$ 11.83	\$ 15.82	\$ 12.43	\$ 8.127	\$ 5.545
Number of Units Outstanding, End of Period	0	13,275	69,688	57,165	41,008
AIM V.I. HIGH YIELD SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.31	\$ 11.27	\$ 9.03	\$ 8.477
Accumulation Unit Value, End of Period	\$ 10.31	\$ 11.27	\$ 9.03	\$ 8.477	\$ 7.891
Number of Units Outstanding, End of Period	0	7,387	9,651	16,857	9,136
AIM V.I. PREMIER EQUITY SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.52	\$ 14.80	\$ 12.49	\$ 10.794
Accumulation Unit Value, End of Period	\$ 11.52	\$ 14.80	\$ 12.49	\$ 10.794	\$ 7.442
Number of Units Outstanding, End of Period	0	42,074	115,418	13,3037	99,724
FEDERATED PRIME MONEY FUND II SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 10.06	\$ 10.55	\$ 10.819
Accumulation Unit Value, End of Period	—	\$ 10.06	\$ 10.55	\$ 10.819	\$ 10.845
Number of Units Outstanding, End of Period	—	7,985	11,541	46,149	140,320
FIDELITY VIP CONTRAFUND/(R)/ SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.66	\$ 14.33	\$ 13.23	\$ 11.473
Accumulation Unit Value, End of Period	\$ 11.66	\$ 14.33	\$ 13.23	\$ 11.473	\$ 10.281
Number of Units Outstanding, End of Period	0	18,963	101,434	128,908	109,080
FIDELITY VIP EQUITY-INCOME SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.48	\$ 11.02	\$ 11.81	\$ 11.096
Accumulation Unit Value, End of Period	\$ 10.48	\$ 11.02	\$ 11.81	\$ 11.096	\$ 9.110
Number of Units Outstanding, End of Period	0	30,264	100,008	169,933	151,301
FIDELITY VIP GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.20	\$ 15.22	\$ 13.40	\$ 10.906

Accumulation Unit Value, End of Period	\$ 11.20	\$ 15.22	\$ 13.40	\$ 10.906	\$ 7.536
Number of Units Outstanding, End of Period	0	25,821	168,574	193,055	156,368
FIDELITY VIP HIGH INCOME SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.43	\$ 11.16	\$ 8.55	\$ 7.462
Accumulation Unit Value, End of Period	\$ 10.43	\$ 11.16	\$ 8.55	\$ 7.462	\$ 7.631
Number of Units Outstanding, End of Period	0	3,837	45,083	69,939	76,485
FIDELITY VIP INDEX 500 SUB-ACCOUNT/(2)/					
Accumulation Unit Value, Beginning of Period	—	—	\$ 10.00	\$ 9.14	\$ 7.944
Accumulation Unit Value, End of Period	—	—	\$ 9.14	\$ 7.944	\$ 6.106
Number of Units Outstanding, End of Period	—	—	106,077	178,134	136,928

39 PROSPECTUS

FIDELITY VIP OVERSEAS SUB-ACCOUNT/(2)/					
Accumulation Unit Value, Beginning of Period	—	—	\$ 10.00	\$ 8.38	\$ 6.529
Accumulation Unit Value, End of Period	—	—	\$ 8.38	\$ 6.529	\$ 5.145
Number of Units Outstanding, End of Period	—	—	30,679	32,911	27,325
FTVIP TEMPLETON GLOBAL INCOME SECURITIES SUB-ACCOUNT/(3)/					
Accumulation Unit Value, Beginning of Period	—	—	\$ 10.74	\$ 11.39	\$ 11.513
Accumulation Unit Value, End of Period	—	—	\$ 11.39	\$ 11.513	\$ 13.788
Number of Units Outstanding, End of Period	—	—	438	2,410	5,084
FTVIP TEMPLETON GROWTH SECURITIES SUB-ACCOUNT/(3)/					
Accumulation Unit Value, Beginning of Period	—	—	\$ 12.89	\$ 13.59	\$ 13.262
Accumulation Unit Value, End of Period	—	—	\$ 13.59	\$ 13.262	\$ 10.686
Number of Units Outstanding, End of Period	—	—	11,237	10,586	12,533
FTVIP TEMPLETON STOCK (CLASS 2) SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	—	\$ 11.37	—	—
Accumulation Unit Value, End of Period	—	—	11.42	—	—
Number of Units Outstanding, End of Period	—	—	0	—	—
FTVIP TEMPLETON BOND (CLASS 2) SUB-ACCOUNT/(2)/					
Accumulation Unit Value, Beginning of Period	—	—	\$ 10.00	—	—
Accumulation Unit Value, End of Period	—	—	\$ 9.87	—	—
Number of Units Outstanding, End of Period	—	—	0	—	—
MFS EMERGING GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.95	\$ 20.88	\$ 16.60	\$ 10.913
Accumulation Unit Value, End of Period	\$ 11.95	\$ 20.88	\$ 16.60	\$ 10.913	\$ 7.146
Number of Units Outstanding, End of Period	0	1,059	58,101	104,779	94,106
MFS INVESTORS TRUST SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.81	\$ 11.41	\$ 11.26	\$ 9.358
Accumulation Unit Value, End of Period	\$ 10.81	\$ 11.41	\$ 11.26	\$ 9.358	\$ 7.311
Number of Units Outstanding, End of Period	0	6,295	1,547	45,121	32,328
MFS NEW DISCOVERY SUB-ACCOUNT/(4)/					
Accumulation Unit Value, Beginning of Period	—	—	—	\$ 10.00	\$ 17.758
Accumulation Unit Value, End of Period	—	—	—	\$ 17.758	\$ 7.190
Number of Units Outstanding, End of Period	—	—	—	6,802	194
MFS RESEARCH SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 11.53	\$ 10.85	\$ 8.445
Accumulation Unit Value, End of Period	—	\$ 11.53	\$ 10.85	\$ 8.445	\$ 6.300
Number of Units Outstanding, End of Period	—	0	15,852	60,264	49,885
MFS UTILITIES SUB-ACCOUNT/(4)/					
Accumulation Unit Value, Beginning of Period	—	—	—	\$ 10.00	\$ 9.123
Accumulation Unit Value, End of Period	—	—	—	\$ 9.123	\$ 6.959
Number of Units Outstanding, End of Period	—	—	—	0	0
OPPENHEIMER AGGRESSIVE GROWTH SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 13.73	\$ 12.05	\$ 8.187
Accumulation Unit Value, End of Period	—	\$ 13.73	\$ 12.05	\$ 8.187	\$ 5.844

Number of Units Outstanding, End of Period	—	0	24,923	55,945	46,064
OPPENHEIMER BALANCED SUB-ACCOUNT/(2)(5)/					
Accumulation Unit Value, Beginning of Period	—	—	\$ 10.16	\$ 10.49	\$ 10.603
Accumulation Unit Value, End of Period	—	—	\$ 10.49	\$ 10.603	\$ 9.391
Number of Units Outstanding, End of Period	—	—	20,686	116,284	113,735
OPPENHEIMER CAPITAL APPRECIATION SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 12.11	\$ 11.95	\$ 10.329
Accumulation Unit Value, End of Period	—	\$ 12.00	\$ 11.95	\$ 10.329	\$ 7.469
Number of Units Outstanding, End of Period	—	0	53,406	146,217	168,706
OPPENHEIMER GLOBAL SECURITIES SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 13.11	\$ 13.62	\$ 11.846
Accumulation Unit Value, End of Period	—	\$ 13.11	\$ 13.62	\$ 11.846	\$ 9.118
Number of Units Outstanding, End of Period	—	0	60,419	91,989	91,945

40 PROSPECTUS

OPPENHEIMER MAIN STREET SUB-ACCOUNT/(1)(6)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 10.78	\$ 9.72	\$ 8.636
Accumulation Unit Value, End of Period	—	\$ 10.78	\$ 9.72	\$ 8.636	\$ 6.932
Number of Units Outstanding, End of Period	—	0	121,955	283,935	281,180
OPPENHEIMER STRATEGIC BOND SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 10.16	\$ 10.31	\$ 10.690
Accumulation Unit Value, End of Period	—	\$ 10.16	\$ 10.31	\$ 10.690	\$ 11.354
Number of Units Outstanding, End of Period	—	0	28,737	56,563	74,026
PUTNAM VT DISCOVERY GROWTH/(4)(7)/					
Accumulation Unit Value, Beginning of Period	—	—	—	\$ 10.00	\$ 10.142
Accumulation Unit Value, End of Period	—	—	—	\$ 10.142	\$ 7.053
Number of Units Outstanding, End of Period	—	—	—	0	0
PUTNAM VT DIVERSIFIED INCOME SUB-ACCOUNT/(4)/					
Accumulation Unit Value, Beginning of Period	—	—	—	\$ 10.00	\$ 9.867
Accumulation Unit Value, End of Period	—	—	—	\$ 9.867	\$ 10.321
Number of Units Outstanding, End of Period	—	—	—	0	478
PUTNAM VT GROWTH AND INCOME SUB-ACCOUNT/(4)/					
Accumulation Unit Value, Beginning of Period	—	—	—	\$ 10.00	\$ 9.907
Accumulation Unit Value, End of Period	—	—	—	\$ 9.907	\$ 7.926
Number of Units Outstanding, End of Period	—	—	—	0	0
PUTNAM VT GROWTH OPPORTUNITIES SUB-ACCOUNT/(4)/					
Accumulation Unit Value, Beginning of Period	—	—	—	\$ 10.00	\$ 10.150
Accumulation Unit Value, End of Period	—	—	—	\$ 10.150	\$ 7.068
Number of Units Outstanding, End of Period	—	—	—	0	0
PUTNAM VT HEALTH SCIENCES SUB-ACCOUNT/(4)/					
Accumulation Unit Value, Beginning of Period	—	—	—	\$ 10.00	\$ 9.798
Accumulation Unit Value, End of Period	—	—	—	\$ 9.798	\$ 7.708
Number of Units Outstanding, End of Period	—	—	—	0	2,310
PUTNAM VT NEW VALUE SUB-ACCOUNT/(4)/					

Accumulation Unit Value, Beginning of Period	—	—	—	\$ 10.00	\$ 10.124
Accumulation Unit Value, End of Period	—	—	—	\$ 10.124	\$ 8.438
Number of Units Outstanding, End of Period	—	—	—	0	1,067
STI CLASSIC CAPITAL APPRECIATION SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 10.60	\$ 10.80	\$ 10.107
Accumulation Unit Value, End of Period	—	\$ 10.60	\$ 10.80	\$ 10.107	\$ 7.805
Number of Units Outstanding, End of Period	—	10,425	0	54,725	75,373
STI CLASSIC GROWTH AND INCOME SUB-ACCOUNT/(3)/					
Accumulation Unit Value, Beginning of Period	—	—	\$ 10.00	\$ 10.79	\$ 10.075
Accumulation Unit Value, End of Period	—	—	\$ 10.79	\$ 10.075	\$ 7.909
Number of Units Outstanding, End of Period	—	—	16,189	88,166	88,530
STI CLASSIC INTERNATIONAL EQUITY SUB-ACCOUNT/(2)/					
Accumulation Unit Value, Beginning of Period	—	—	\$ 10.00	\$ 9.72	\$ 7.937
Accumulation Unit Value, End of Period	—	—	\$ 9.72	\$ 7.937	\$ 6.388
Number of Units Outstanding, End of Period	—	—	2,615	7,445	16,897
STI CLASSIC INVESTMENT GRADE BOND SUB-ACCOUNT/(2)/					
Accumulation Unit Value, Beginning of Period	—	—	\$ 10.00	\$ 10.61	\$ 11.452
Accumulation Unit Value, End of Period	—	—	\$ 10.61	\$ 11.452	\$ 12.158
Number of Units Outstanding, End of Period	—	—	11,649	30,994	50,127
STI CLASSIC MID-CAP EQUITY SUB-ACCOUNT/(2)/					
Accumulation Unit Value, Beginning of Period	—	—	\$ 10.00	\$ 9.21	\$ 9.350
Accumulation Unit Value, End of Period	—	—	\$ 9.21	\$ 9.350	\$ 6.613
Number of Units Outstanding, End of Period	—	—	5,778	16,934	33,444
STI CLASSIC QUALITY GROWTH STOCK SUB-ACCOUNT/(2) (8)/					
Accumulation Unit Value, Beginning of Period	—	—	\$ 10.00	\$ 9.58	\$ 7.703
Accumulation Unit Value, End of Period	—	—	\$ 9.58	\$ 7.703	\$ 6.168
Number of Units Outstanding, End of Period	—	—	9,606	11,789	0

STI CLASSIC SMALL CAP VALUE EQUITY SUB-ACCOUNT/(2)/

Accumulation Unit Value, Beginning of Period	—	—	\$ 10.00	\$ 11.85	\$ 14.234
Accumulation Unit Value, End of Period	—	—	\$ 11.85	\$ 14.234	\$ 13.903
Number of Units Outstanding, End of Period	—	—	3,572	0	43,462

STI CLASSIC VALUE INCOME STOCK SUB-ACCOUNT/(1)/

Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 9.46	\$ 10.33	\$ 10.097
Accumulation Unit Value, End of Period	—	\$ 9.46	\$ 10.33	\$ 10.097	\$ 8.286
Number of Units Outstanding, End of Period	—	5,699	13,619	32,108	37,215

For the Years Beginning January 1 and Ending December 31,*

2003

2004

AIM V.I. BALANCED SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 8.605	\$ 9.899
Accumulation Unit Value, End of Period	\$ 9.899	\$ 9.863
Number of Units Outstanding, End of Period	77,339	76,112
AIM V.I. CAPITAL APPRECIATION SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 8.138	\$ 10.420
Accumulation Unit Value, End of Period	\$ 10.420	\$ 10.011
Number of Units Outstanding, End of Period	51,334	45,919
AIM V.I. CORE EQUITY SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 8.112	\$ 9.978
Accumulation Unit Value, End of Period	\$ 9.978	\$ 10.030
Number of Units Outstanding, End of Period	52,185	49,973
AIM V.I. GROWTH SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 5.545	\$ 7.195
Accumulation Unit Value, End of Period	\$ 7.195	\$ 6.979
Number of Units Outstanding, End of Period	29,457	27,704
AIM V.I. HIGH YIELD SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 7.891	\$ 9.988
Accumulation Unit Value, End of Period	\$ 9.988	\$ 10.516
Number of Units Outstanding, End of Period	9,047	8,957
AIM V.I. PREMIER EQUITY SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 7.442	\$ 9.202
Accumulation Unit Value, End of Period	\$ 9.202	\$ 8.893
Number of Units Outstanding, End of Period	89,645	80,195
FEDERATED PRIME MONEY FUND II SUB-ACCOUNT/(1)/		
Accumulation Unit Value, Beginning of Period	\$ 10.845	\$ 10.794
Accumulation Unit Value, End of Period	\$ 10.794	\$ 10.752
Number of Units Outstanding, End of Period	129,547	121,989
FIDELITY VIP CONTRAFUND/(R)/ SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 10.281	\$ 13.057
Accumulation Unit Value, End of Period	\$ 13.057	\$ 13.691
Number of Units Outstanding, End of Period	105,900	102,482
FIDELITY VIP EQUITY-INCOME SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 9.110	\$ 11.738
Accumulation Unit Value, End of Period	\$ 11.738	\$ 11.879
Number of Units Outstanding, End of Period	139,986	138,095
FIDELITY VIP GROWTH SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 7.536	\$ 9.896
Accumulation Unit Value, End of Period	\$ 9.896	\$ 9.351
Number of Units Outstanding, End of Period	144,374	135,616
FIDELITY VIP HIGH INCOME SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 7.631	\$ 9.600
Accumulation Unit Value, End of Period	\$ 9.600	\$ 9.969
Number of Units Outstanding, End of Period	97,563	96,011

FIDELITY VIP INDEX 500 SUB-ACCOUNT/(2)/

Accumulation Unit Value, Beginning of Period	\$ 6.106	\$ 7.751
Accumulation Unit Value, End of Period	\$ 7.751	\$ 7.787
Number of Units Outstanding, End of Period	116,961	105,243

FIDELITY VIP OVERSEAS SUB-ACCOUNT/(2)/

Accumulation Unit Value, Beginning of Period	\$ 5.145	\$ 7.292
Accumulation Unit Value, End of Period	\$ 7.292	\$ 7.188
Number of Units Outstanding, End of Period	24,325	23,467

FTVIP TEMPLETON GLOBAL INCOME SECURITIES SUB-ACCOUNT/(3)/

Accumulation Unit Value, Beginning of Period	\$ 13.788	\$ 16.689
Accumulation Unit Value, End of Period	\$ 16.689	\$ 17.224
Number of Units Outstanding, End of Period	2,474	2,704

FTVIP TEMPLETON GROWTH SECURITIES SUB-ACCOUNT/(3)/

Accumulation Unit Value, Beginning of Period	\$ 10.686	\$ 13.959
Accumulation Unit Value, End of Period	\$ 13.959	\$ 14.431
Number of Units Outstanding, End of Period	12,455	13,020

FTVIP TEMPLETON STOCK (CLASS 2) SUB-ACCOUNT/(1)/

Accumulation Unit Value, Beginning of Period	—	—
Accumulation Unit Value, End of Period	—	—
Number of Units Outstanding, End of Period	—	—

FTVIP TEMPLETON BOND (CLASS 2) SUB-ACCOUNT/(2)/

Accumulation Unit Value, Beginning of Period	—	—
Accumulation Unit Value, End of Period	—	—
Number of Units Outstanding, End of Period	—	—

MFS EMERGING GROWTH SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 7.146	\$ 9.200
Accumulation Unit Value, End of Period	\$ 9.200	\$ 9.021
Number of Units Outstanding, End of Period	83,943	72,029

MFS INVESTORS TRUST SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 7.311	\$ 8.828
Accumulation Unit Value, End of Period	\$ 8.828	\$ 8.809
Number of Units Outstanding, End of Period	30,413	28,480

MFS NEW DISCOVERY SUB-ACCOUNT/(4)/

Accumulation Unit Value, Beginning of Period	\$ 7.190	\$ 9.494
Accumulation Unit Value, End of Period	\$ 9.494	\$ 8.766
Number of Units Outstanding, End of Period	1,319	1,842

MFS RESEARCH SUB-ACCOUNT/(1)/

Accumulation Unit Value, Beginning of Period	\$ 6.300	\$ 7.766
Accumulation Unit Value, End of Period	\$ 7.766	\$ 7.900
Number of Units Outstanding, End of Period	48,032	32,001

MFS UTILITIES SUB-ACCOUNT/(4)/

Accumulation Unit Value, Beginning of Period	\$ 6.959	\$ 9.340
Accumulation Unit Value, End of Period	\$ 9.340	\$ 10.433
Number of Units Outstanding, End of Period	0	0

OPPENHEIMER AGGRESSIVE GROWTH SUB-ACCOUNT/(1)/

Accumulation Unit Value, Beginning of Period	\$ 5.844	\$ 7.255
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Accumulation Unit Value, End of Period	\$ 7.255	\$ 7.660
Number of Units Outstanding, End of Period	36,584	34,219
OPPENHEIMER BALANCED SUB-ACCOUNT/(2)(5)/		
Accumulation Unit Value, Beginning of Period	\$ 9.391	\$ 11.601
Accumulation Unit Value, End of Period	\$ 11.601	\$ 11.744
Number of Units Outstanding, End of Period	110,979	139,578
OPPENHEIMER CAPITAL APPRECIATION SUB-ACCOUNT/(1)/		
Accumulation Unit Value, Beginning of Period	\$ 7.469	\$ 9.668
Accumulation Unit Value, End of Period	\$ 9.668	\$ 9.438
Number of Units Outstanding, End of Period	170,101	171,408

43 PROSPECTUS

OPPENHEIMER GLOBAL SECURITIES SUB-ACCOUNT/(1)/

Accumulation Unit Value, Beginning of Period	\$ 9.118	\$ 12.892
Accumulation Unit Value, End of Period	\$ 12.892	\$ 13.099
Number of Units Outstanding, End of Period	68,704	65,900

OPPENHEIMER MAIN STREET SUB-ACCOUNT/(1)(6)/

Accumulation Unit Value, Beginning of Period	\$ 6.932	\$ 8.684
Accumulation Unit Value, End of Period	\$ 8.684	\$ 8.660
Number of Units Outstanding, End of Period	272,277	267,039

OPPENHEIMER STRATEGIC BOND SUB-ACCOUNT/(1)/

Accumulation Unit Value, Beginning of Period	\$ 11.354	\$ 13.253
Accumulation Unit Value, End of Period	\$ 13.253	\$ 13.621
Number of Units Outstanding, End of Period	69,493	68,750

PUTNAM VT DISCOVERY GROWTH/(4)/(7)

Accumulation Unit Value, Beginning of Period	\$ 7.053	\$ 9.194
Accumulation Unit Value, End of Period	\$ 9.194	\$ 8.675
Number of Units Outstanding, End of Period	0	0

PUTNAM VT DIVERSIFIED INCOME SUB-ACCOUNT/(4)/

Accumulation Unit Value, Beginning of Period	\$ 10.321	\$ 12.236
Accumulation Unit Value, End of Period	\$ 12.236	\$ 12.761
Number of Units Outstanding, End of Period	478	0

PUTNAM VT GROWTH AND INCOME SUB-ACCOUNT/(4)/

Accumulation Unit Value, Beginning of Period	\$ 7.926	\$ 9.971
Accumulation Unit Value, End of Period	\$ 9.971	\$ 10.087
Number of Units Outstanding, End of Period	0	0

PUTNAM VT GROWTH OPPORTUNITIES SUB-ACCOUNT/(4)/

Accumulation Unit Value, Beginning of Period	\$ 7.068	\$ 8.589
Accumulation Unit Value, End of Period	\$ 8.589	\$ 8.027
Number of Units Outstanding, End of Period	0	0

PUTNAM VT HEALTH SCIENCES SUB-ACCOUNT/(4)/

Accumulation Unit Value, Beginning of Period	\$ 7.708	\$ 9.013
Accumulation Unit Value, End of Period	\$ 9.013	\$ 8.831
Number of Units Outstanding, End of Period	2,310	2,661

PUTNAM VT NEW VALUE SUB-ACCOUNT/(4)/

Accumulation Unit Value, Beginning of Period	\$ 8.438	\$ 11.040
Accumulation Unit Value, End of Period	\$ 11.040	\$ 11.465
Number of Units Outstanding, End of Period	1,949	1,949

STI CLASSIC CAPITAL APPRECIATION SUB-ACCOUNT/(1)/

Accumulation Unit Value, Beginning of Period	\$ 7.805	\$ 9.139
Accumulation Unit Value, End of Period	\$ 9.139	\$ 8.955
Number of Units Outstanding, End of Period	68,655	63,103

STI CLASSIC GROWTH AND INCOME SUB-ACCOUNT/(3)/

Accumulation Unit Value, Beginning of Period	\$ 7.909	\$ 9.889
Accumulation Unit Value, End of Period	\$ 9.889	\$ 10.192
Number of Units Outstanding, End of Period	86,209	82,658

STI CLASSIC INTERNATIONAL EQUITY SUB-ACCOUNT/(2)/

Accumulation Unit Value, Beginning of Period	\$ 6.388	\$ 8.671
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Accumulation Unit Value, End of Period	\$ 8.671	\$ 8.971
Number of Units Outstanding, End of Period	13,000	11,663
STI CLASSIC INVESTMENT GRADE BOND SUB-ACCOUNT/(2)/		
Accumulation Unit Value, Beginning of Period	\$ 12.158	\$ 12.442
Accumulation Unit Value, End of Period	\$ 12.442	\$ 12.697
Number of Units Outstanding, End of Period	52,719	49,600
STI CLASSIC MID-CAP EQUITY SUB-ACCOUNT/(2)/		
Accumulation Unit Value, Beginning of Period	\$ 6.613	\$ 8.481
Accumulation Unit Value, End of Period	\$ 8.481	\$ 8.707
Number of Units Outstanding, End of Period	30,536	29,802

44 PROSPECTUS

STI CLASSIC QUALITY GROWTH STOCK SUB-ACCOUNT/(2)/(8)

Accumulation Unit Value, Beginning of Period	—	—
Accumulation Unit Value, End of Period	—	—
Number of Units Outstanding, End of Period	—	—
STI CLASSIC SMALL CAP VALUE EQUITY SUB-ACCOUNT/(2)/		
Accumulation Unit Value, Beginning of Period	\$ 13.903	\$ 19.027
Accumulation Unit Value, End of Period	\$ 19.027	\$ 20.645
Number of Units Outstanding, End of Period	41,432	40,715
STI CLASSIC VALUE INCOME STOCK SUB-ACCOUNT/(1)/		
Accumulation Unit Value, Beginning of Period	\$ 8.286	\$ 10.085
Accumulation Unit Value, End of Period	\$ 10.085	\$ 10.611
Number of Units Outstanding, End of Period	35,933	34,971

* The Contracts were first offered on November 10, 1998. The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 1.05% and an administrative expense charge of 0.10%. All of the Variable Sub-Accounts commenced operations on or before November 10, 1998, except as described in the footnotes below. The Accumulation Unit information shown for 2004 is for the period beginning January 1 and ending September 30.

- (1) Variable Sub-Accounts that commenced operations on November 1, 1999.
- (2) Variable Sub-Accounts that commenced operations on January 24, 2000.
- (3) Variable Sub-Accounts that commenced operations on May 1, 2000.
- (4) Variable Sub-Accounts that commenced operations on August 30, 2001.
- (5) Effective May 1, 2004, Oppenheimer Multiple Strategies Fund/VA changed its name to Oppenheimer Balanced Fund/VA. We have made a corresponding change in the name of the Variable Sub-Account that invests in this Portfolio.
- (6) Effective May 1, 2003, Oppenheimer Main Street Growth & Income Fund/VA changed its name to Oppenheimer Main Street Fund/VA. We have made a corresponding change in the name of the Variable Sub-Account that invests in this Portfolio.
- (7) Effective May 1, 2003, Putnam VT Voyager Fund II changed its name to Putnam VT Discovery Growth Fund. We have made a corresponding change in the name of the Variable Sub-Account that invests in this Portfolio.
- (8) STI Classic Quality Growth Stock Sub-Account is not available to new investors as of September 6, 2002.

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT SINCE CONTRACTS WERE FIRST OFFERED*

WITH ENHANCED DEATH AND INCOME BENEFIT COMBINATION RIDER II (FOR CONTRACTS ISSUED BEFORE 9/22/00)

For the Years Beginning January 1 and Ending December 31,*	1998	1999	2000	2001	2002
AIM V.I. BALANCED SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.73	\$ 12.60	\$ 11.88	\$ 10.356
Accumulation Unit Value, End of Period	\$ 10.73	\$ 12.60	\$ 11.88	\$ 10.356	\$ 8.450
Number of Units Outstanding, End of Period	405	43,121	101,781	94,585	89,074
AIM V.I. CAPITAL APPRECIATION SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.39	\$ 16.21	\$ 14.22	\$ 10.734
Accumulation Unit Value, End of Period	\$ 11.39	\$ 16.21	\$ 14.22	\$ 10.734	\$ 7.991
Number of Units Outstanding, End of Period	398	16,046	122,768	129,783	103,573
AIM V.I. CORE EQUITY SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.36	\$ 15.01	\$ 15.01	\$ 9.588
Accumulation Unit Value, End of Period	\$ 11.36	\$ 15.01	\$ 12.63	\$ 9.588	\$ 7.966
Number of Units Outstanding, End of Period	386	1,159	66,400	69,341	55,288
AIM V.I. GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.82	\$ 15.74	\$ 12.32	\$ 8.015
Accumulation Unit Value, End of Period	\$ 11.82	\$ 15.74	\$ 12.32	\$ 8.015	\$ 5.445
Number of Units Outstanding, End of Period	386	21,246	108,292	112,689	104,501
AIM V.I. HIGH YIELD SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.31	\$ 11.22	\$ 8.94	\$ 8.361
Accumulation Unit Value, End of Period	10.31	\$ 11.22	\$ 8.94	\$ 8.361	\$ 7.748
Number of Units Outstanding, End of Period		185	10,889	1,120	12,011
AIM V.I. PREMIER EQUITY SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.51	\$ 14.73	\$ 12.37	\$ 10.646
Accumulation Unit Value, End of Period	\$ 11.51	\$ 14.73	\$ 12.37	\$ 10.646	\$ 7.307
Number of Units Outstanding, End of Period		34,288	159,570	160,343	126,176
FEDERATED PRIME MONEY FUND II SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 10.06	\$ 10.49	\$ 10.716
Accumulation Unit Value, End of Period	—	\$ 10.06	\$ 10.49	\$ 10.716	\$ 10.695
Number of Units Outstanding, End of Period	—	5,291	40,906	127,260	140,899
FIDELITY VIP CONTRAFUND/(R)/ SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.65	\$ 14.26	\$ 13.10	\$ 11.315
Accumulation Unit Value, End of Period	\$ 11.65	\$ 14.26	\$ 13.10	\$ 11.315	\$ 10.096
Number of Units Outstanding, End of Period	387	32,161	131,791	134,375	114,720
FIDELITY VIP EQUITY-INCOME SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.47	\$ 10.96	\$ 11.70	\$ 10.944
Accumulation Unit Value, End of Period	\$ 10.47	\$ 10.96	\$ 11.70	\$ 10.944	\$ 8.946
Number of Units Outstanding, End of Period	0	1,1621	45,849	55,016	54,937

FIDELITY VIP GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.19	\$ 15.15	\$ 13.27	\$ 10.756
Accumulation Unit Value, End of Period	\$ 11.19	\$ 15.15	\$ 13.27	\$ 10.756	\$ 7.399
Number of Units Outstanding, End of Period	0	22,088	151,189	149,935	123,919
FIDELITY VIP HIGH INCOME SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.43	\$ 11.10	\$ 8.47	\$ 7.359
Accumulation Unit Value, End of Period	\$ 10.43	\$ 11.10	\$ 8.47	\$ 7.359	\$ 7.493
Number of Units Outstanding, End of Period	0	3,667	3,1190	24,128	17,717
FIDELITY VIP INDEX 500 SUB-ACCOUNT/(2)/					
Accumulation Unit Value, Beginning of Period	—	—	\$ 10.00	\$ 9.11	\$ 7.876
Accumulation Unit Value, End of Period	—	—	\$ 9.11	\$ 7.876	\$ 6.027
Number of Units Outstanding, End of Period	—	—	91,596	113,232	91,466

FIDELITY VIP OVERSEAS SUB-ACCOUNT/(2)/					
Accumulation Unit Value, Beginning of Period	—	—	\$ 10.00	\$ 8.34	\$ 6.473
Accumulation Unit Value, End of Period	—	—	\$ 8.34	\$ 6.473	\$ 5.079
Number of Units Outstanding, End of Period	—	—	30,230	29,449	26,477
FTVIP TEMPLETON GLOBAL INCOME SECURITIES SUB-ACCOUNT/(3)/					
Accumulation Unit Value, Beginning of Period	—	—	\$ 10.00	\$ 11.36	\$ 11.428
Accumulation Unit Value, End of Period	—	—	\$ 11.36	\$ 11.428	\$ 13.627
Number of Units Outstanding, End of Period	—	—	11,685	13,624	14,475
FTVIP TEMPLETON GROWTH SECURITIES SUB-ACCOUNT/(3)/					
Accumulation Unit Value, Beginning of Period	—	—	\$ 10.00	\$ 13.55	\$ 13.165
Accumulation Unit Value, End of Period	—	—	\$ 13.55	\$ 13.165	\$ 10.561
Number of Units Outstanding, End of Period	—	—	9457	10,221	10,224
FTVIP TEMPLETON STOCK (CLASS 2) SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 10.00	—	—
Accumulation Unit Value, End of Period	—	\$ 10.00	\$ 11.40	—	—
Number of Units Outstanding, End of Period	—	0	0	—	—
FTVIP TEMPLETON BOND (CLASS 2) SUB-ACCOUNT/(2)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 10.00	—	—
Accumulation Unit Value, End of Period	—	\$ 10.00	\$ 9.86	—	—
Number of Units Outstanding, End of Period	—	0	0	—	—
MFS EMERGING GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.94	\$ 20.78	\$ 16.44	\$ 10.763
Accumulation Unit Value, End of Period	\$ 11.94	\$ 20.78	\$ 16.44	\$ 10.763	\$ 7.017
Number of Units Outstanding, End of Period	0	19,189	63,991	65,183	58,274
MFS INVESTORS TRUST SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.81	\$ 11.35	\$ 11.16	\$ 9.229
Accumulation Unit Value, End of Period	\$ 10.81	\$ 11.35	\$ 11.16	\$ 9.229	\$ 7.179
Number of Units Outstanding, End of Period	0	4,808	11,160	9,277	7,991
MFS NEW DISCOVERY SUB-ACCOUNT/(4)/					
Accumulation Unit Value, Beginning of Period	—	—	—	\$ 10.00	\$ 17.636
Accumulation Unit Value, End of Period	—	—	—	\$ 17.636	\$ 7.147
Number of Units Outstanding, End of Period	—	—	—	0	3,061
MFS RESEARCH SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 11.52	\$ 10.79	\$ 8.365
Accumulation Unit Value, End of Period	—	\$ 11.52	\$ 10.79	\$ 8.365	\$ 6.231
Number of Units Outstanding, End of Period	—	0	60,709	73,568	69,858
MFS UTILITIES SUB-ACCOUNT/(4)/					
Accumulation Unit Value, Beginning of Period	—	—	—	\$ 10.00	\$ 9.116
Accumulation Unit Value, End of Period	—	—	—	\$ 9.116	\$ 6.918
Number of Units Outstanding, End of Period	—	—	—	0	860
OPPENHEIMER AGGRESSIVE GROWTH SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 13.72	\$ 11.99	\$ 8.109
Accumulation Unit Value, End of Period	—	\$ 13.72	\$ 11.99	\$ 8.109	\$ 5.763

Number of Units Outstanding, End of Period	—	0	38,398	42,643	36,265
OPPENHEIMER BALANCED SUB-ACCOUNT/(2)(5)/					
Accumulation Unit Value, Beginning of Period	—	—	\$ 10.00	\$ 10.45	\$ 10.513
Accumulation Unit Value, End of Period	—	—	\$ 10.45	\$ 10.513	\$ 9.271
Number of Units Outstanding, End of Period	—	—	20,592	28,807	27,874
OPPENHEIMER CAPITAL APPRECIATION SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 12.10	\$ 11.89	\$ 10.232
Accumulation Unit Value, End of Period	—	\$ 12.10	\$ 11.89	\$ 10.232	\$ 7.365
Number of Units Outstanding, End of Period	—	0	38,398	43,914	42,764
OPPENHEIMER GLOBAL SECURITIES SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 13.10	\$ 13.55	\$ 11.734
Accumulation Unit Value, End of Period	—	\$ 13.10	\$ 13.55	\$ 11.734	\$ 8.992
Number of Units Outstanding, End of Period	—	0	33,241	33,299	34,078

47 PROSPECTUS

OPPENHEIMER MAIN STREET SUB-ACCOUNT/(1)(6)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 10.77	\$ 9.67	\$ 8.55
Accumulation Unit Value, End of Period	—	\$ 10.77	\$ 9.67	\$ 8.55	\$ 6.836
Number of Units Outstanding, End of Period	—	0	130,587	144,668	119,766
OPPENHEIMER STRATEGIC BOND SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 10.15	\$ 10.26	\$ 10.589
Accumulation Unit Value, End of Period	—	\$ 10.15	\$ 10.26	\$ 10.589	\$ 11.197
Number of Units Outstanding, End of Period	—	0	19,624	26,549	31,069
PUTNAM VT DISCOVERY GROWTH/(4)(7)/					
Accumulation Unit Value, Beginning of Period	—	—	—	\$ 10.00	\$ 10.134
Accumulation Unit Value, End of Period	—	—	—	\$ 10.134	\$ 7.012
Number of Units Outstanding, End of Period	—	—	—	0	670
PUTNAM VT DIVERSIFIED INCOME SUB-ACCOUNT/(4)/					
Accumulation Unit Value, Beginning of Period	—	—	—	\$ 10.00	\$ 9.860
Accumulation Unit Value, End of Period	—	—	—	\$ 9.860	\$ 10.260
Number of Units Outstanding, End of Period	—	—	—	0	0
PUTNAM VT GROWTH AND INCOME SUB-ACCOUNT/(4)/					
Accumulation Unit Value, Beginning of Period	—	—	—	\$ 10.00	\$ 9.899
Accumulation Unit Value, End of Period	—	—	—	\$ 9.899	\$ 7.880
Number of Units Outstanding, End of Period	—	—	—	0	586
PUTNAM VT GROWTH OPPORTUNITIES SUB-ACCOUNT/(4)/					
Accumulation Unit Value, Beginning of Period	—	—	—	\$ 10.00	\$ 10.142
Accumulation Unit Value, End of Period	—	—	—	\$ 10.142	\$ 7.026
Number of Units Outstanding, End of Period	—	—	—	0	0
PUTNAM VT HEALTH SCIENCES SUB-ACCOUNT/(4)/					
Accumulation Unit Value, Beginning of Period	—	—	—	\$ 10.00	\$ 9.791
Accumulation Unit Value, End of Period	—	—	—	\$ 9.791	\$ 7.663
Number of Units Outstanding, End of Period	—	—	—	0	0
PUTNAM VT NEW VALUE SUB-ACCOUNT/(4)/					

Accumulation Unit Value, Beginning of Period	—	—	—	\$ 10.00	\$ 10.116
Accumulation Unit Value, End of Period	—	—	—	\$ 10.116	\$ 8.388
Number of Units Outstanding, End of Period	—	—	—	0	2,393
STI CLASSIC CAPITAL APPRECIATION SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	—	\$ 10.00	\$ 10.75	\$ 10.012
Accumulation Unit Value, End of Period	—	—	\$ 10.75	\$ 10.012	\$ 7.697
Number of Units Outstanding, End of Period	—	—	44,314	41,591	84,538
STI CLASSIC GROWTH AND INCOME SUB-ACCOUNT/(3)/					
Accumulation Unit Value, Beginning of Period	—	—	\$ 10.00	\$ 10.75	\$ 9.989
Accumulation Unit Value, End of Period	—	—	\$ 10.75	\$ 9.989	\$ 7.807
Number of Units Outstanding, End of Period	—	—	47,617	54,798	47,399
STI CLASSIC INTERNATIONAL EQUITY SUB-ACCOUNT/(2)/					
Accumulation Unit Value, Beginning of Period	—	—	\$ 10.00	\$ 9.68	\$ 7.869
Accumulation Unit Value, End of Period	—	—	\$ 9.68	\$ 7.869	\$ 6.306
Number of Units Outstanding, End of Period	—	—	9,071	10,251	7,860
STI CLASSIC INVESTMENT GRADE BOND SUB-ACCOUNT/(2)/					
Accumulation Unit Value, Beginning of Period	—	—	\$ 10.00	\$ 10.57	\$ 11.354
Accumulation Unit Value, End of Period	—	—	\$ 10.57	\$ 11.354	12.002
Number of Units Outstanding, End of Period	—	—	15,973	27,766	57,375
STI CLASSIC MID-CAP EQUITY SUB-ACCOUNT/(2)/					
Accumulation Unit Value, Beginning of Period	—	—	\$ 10.00	\$ 9.17	\$ 9.271
Accumulation Unit Value, End of Period	—	—	\$ 9.17	\$ 9.271	\$ 6.528
Number of Units Outstanding, End of Period	—	—	14,742	15,970	16,956
STI CLASSIC QUALITY GROWTH STOCK SUB-ACCOUNT/(2)(8)/					
Accumulation Unit Value, Beginning of Period	—	—	\$ 10.00	\$ 9.54	\$ 7.637
Accumulation Unit Value, End of Period	—	—	\$ 9.54	\$ 7.637	\$ 6.097
Number of Units Outstanding, End of Period	—	—	62,796	75,646	0

STI CLASSIC SMALL CAP VALUE EQUITY SUB-ACCOUNT/(2)/

Accumulation Unit Value, Beginning of Period	—	—	\$ 10.00	\$ 11.81	\$ 14.173
Accumulation Unit Value, End of Period	—	—	\$ 11.81	\$ 14.173	\$ 13.724
Number of Units Outstanding, End of Period	—	—	6098	0	14,058

STI CLASSIC VALUE INCOME STOCK SUB-ACCOUNT/(1)/

Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 9.46	\$ 10.28	\$ 10.001
Accumulation Unit Value, End of Period	—	\$ 9.46	\$ 10.28	\$ 10.001	\$ 8.171
Number of Units Outstanding, End of Period	—	11,848	11,462	15,344	13,491

For the Years Beginning January 1 and Ending December 31,*

2003

2004

AIM V.I. BALANCED SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 8.450	\$ 9.677
Accumulation Unit Value, End of Period	\$ 9.677	\$ 9.611
Number of Units Outstanding, End of Period	79,043	63,895
AIM V.I. CAPITAL APPRECIATION SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 7.991	\$ 10.187
Accumulation Unit Value, End of Period	\$ 10.187	\$ 9.754
Number of Units Outstanding, End of Period	93,396	82,252
AIM V.I. CORE EQUITY SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 7.966	\$ 9.755
Accumulation Unit Value, End of Period	\$ 9.755	\$ 9.773
Number of Units Outstanding, End of Period	49,921	50,120
AIM V.I. GROWTH SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 5.445	\$ 7.034
Accumulation Unit Value, End of Period	\$ 7.034	\$ 6.800
Number of Units Outstanding, End of Period	105,887	101,131
AIM V.I. HIGH YIELD SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 7.748	\$ 9.765
Accumulation Unit Value, End of Period	\$ 9.765	\$ 10.247
Number of Units Outstanding, End of Period	11,842	11,271
AIM V.I. PREMIER EQUITY SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 7.307	\$ 8.996
Accumulation Unit Value, End of Period	\$ 8.996	\$ 8.665
Number of Units Outstanding, End of Period	117,821	102,217
FEDERATED PRIME MONEY FUND II SUB-ACCOUNT/(1)/		
Accumulation Unit Value, Beginning of Period	\$ 10.695	\$ 10.598
Accumulation Unit Value, End of Period	\$ 10.598	\$ 10.522
Number of Units Outstanding, End of Period	128,683	92,927
FIDELITY VIP CONTRAFUND/(R)/ SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 10.096	\$ 12.765
Accumulation Unit Value, End of Period	\$ 12.765	\$ 13.340
Number of Units Outstanding, End of Period	105,800	98,026
FIDELITY VIP EQUITY-INCOME SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 8.946	\$ 11.475
Accumulation Unit Value, End of Period	\$ 11.475	\$ 11.575
Number of Units Outstanding, End of Period	59,907	58,079
FIDELITY VIP GROWTH SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 7.399	\$ 9.675
Accumulation Unit Value, End of Period	\$ 9.675	\$ 9.112
Number of Units Outstanding, End of Period	111,514	99,339
FIDELITY VIP HIGH INCOME SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 7.493	\$ 9.385
Accumulation Unit Value, End of Period	\$ 9.385	\$ 9.714
Number of Units Outstanding, End of Period	16,572	15,444

FIDELITY VIP INDEX 500 SUB-ACCOUNT/(2)/

Accumulation Unit Value, Beginning of Period	\$ 6.027	\$ 7.618
Accumulation Unit Value, End of Period	\$ 7.618	\$ 7.628
Number of Units Outstanding, End of Period	85,001	78,979

FIDELITY VIP OVERSEAS SUB-ACCOUNT/(2)/

Accumulation Unit Value, Beginning of Period	\$ 5.079	\$ 7.167
Accumulation Unit Value, End of Period	\$ 7.167	\$ 7.041
Number of Units Outstanding, End of Period	35,399	23,742

FTVIP TEMPLETON GLOBAL INCOME SECURITIES SUB-ACCOUNT/(3)/

Accumulation Unit Value, Beginning of Period	\$ 13.627	\$ 16.421
Accumulation Unit Value, End of Period	\$ 16.421	\$ 16.892
Number of Units Outstanding, End of Period	15,767	14,789

FTVIP TEMPLETON GROWTH SECURITIES SUB-ACCOUNT/(3)/

Accumulation Unit Value, Beginning of Period	\$ 10.561	\$ 13.735
Accumulation Unit Value, End of Period	\$ 13.735	\$ 14.152
Number of Units Outstanding, End of Period	13,430	13,370

FTVIP TEMPLETON STOCK (CLASS 2) SUB-ACCOUNT/(1)/

Accumulation Unit Value, Beginning of Period	—	—
Accumulation Unit Value, End of Period	—	—
Number of Units Outstanding, End of Period	—	—

FTVIP TEMPLETON BOND (CLASS 2) SUB-ACCOUNT/(2)/

Accumulation Unit Value, Beginning of Period	—	—
Accumulation Unit Value, End of Period	—	—
Number of Units Outstanding, End of Period	—	—

MFS EMERGING GROWTH SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 7.017	\$ 8.994
Accumulation Unit Value, End of Period	\$ 8.994	\$ 8.790
Number of Units Outstanding, End of Period	53,387	46,204

MFS INVESTORS TRUST SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 7.179	\$ 8.631
Accumulation Unit Value, End of Period	\$ 8.631	\$ 8.583
Number of Units Outstanding, End of Period	6,780	6,887

MFS NEW DISCOVERY SUB-ACCOUNT/(4)/

Accumulation Unit Value, Beginning of Period	\$ 7.147	\$ 9.397
Accumulation Unit Value, End of Period	\$ 9.397	\$ 8.647
Number of Units Outstanding, End of Period	6,911	6,857

MFS RESEARCH SUB-ACCOUNT/(1)/

Accumulation Unit Value, Beginning of Period	\$ 6.231	\$ 7.625
Accumulation Unit Value, End of Period	\$ 7.625	\$ 7.731
Number of Units Outstanding, End of Period	66,528	64,762

MFS UTILITIES SUB-ACCOUNT/(4)/

Accumulation Unit Value, Beginning of Period	\$ 6.918	\$ 9.244
Accumulation Unit Value, End of Period	\$ 9.244	\$ 10.292
Number of Units Outstanding, End of Period	860	860

OPPENHEIMER AGGRESSIVE GROWTH SUB-ACCOUNT/(1)/

Accumulation Unit Value, Beginning of Period	\$ 5.763	\$ 7.124
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Accumulation Unit Value, End of Period	\$ 7.124	\$ 7.496
Number of Units Outstanding, End of Period	33,266	29,258
OPPENHEIMER BALANCED SUB-ACCOUNT/(2)(5)/		
Accumulation Unit Value, Beginning of Period	\$ 9.271	\$ 11.402
Accumulation Unit Value, End of Period	\$ 11.402	\$ 11.504
Number of Units Outstanding, End of Period	26,578	21,896
OPPENHEIMER CAPITAL APPRECIATION SUB-ACCOUNT/(1)/		
Accumulation Unit Value, Beginning of Period	\$ 7.365	\$ 9.492
Accumulation Unit Value, End of Period	\$ 9.492	\$ 9.236
Number of Units Outstanding, End of Period	36,722	31,520

50 PROSPECTUS

OPPENHEIMER GLOBAL SECURITIES SUB-ACCOUNT/(1)/

Accumulation Unit Value, Beginning of Period	\$ 8.992	\$ 12.658
Accumulation Unit Value, End of Period	\$ 12.658	\$ 12.819
Number of Units Outstanding, End of Period	31,907	23,290

OPPENHEIMER MAIN STREET SUB-ACCOUNT/(1)(6)/

Accumulation Unit Value, Beginning of Period	\$ 6.836	\$ 8.526
Accumulation Unit Value, End of Period	\$ 8.526	\$ 8.475
Number of Units Outstanding, End of Period	114,351	108,999

OPPENHEIMER STRATEGIC BOND SUB-ACCOUNT/(1)/

Accumulation Unit Value, Beginning of Period	\$ 11.197	\$ 13.012
Accumulation Unit Value, End of Period	\$ 13.012	\$ 13.330
Number of Units Outstanding, End of Period	37,883	39,319

PUTNAM VT DISCOVERY GROWTH/(4)(7)/

Accumulation Unit Value, Beginning of Period	\$ 7.012	\$ 9.100
Accumulation Unit Value, End of Period	\$ 9.100	\$ 8.558
Number of Units Outstanding, End of Period	669	669

PUTNAM VT DIVERSIFIED INCOME SUB-ACCOUNT/(4)/

Accumulation Unit Value, Beginning of Period	\$ 10.260	\$ 12.111
Accumulation Unit Value, End of Period	\$ 12.111	\$ 12.589
Number of Units Outstanding, End of Period	0	0

PUTNAM VT GROWTH AND INCOME SUB-ACCOUNT/(4)/

Accumulation Unit Value, Beginning of Period	\$ 7.880	\$ 9.869
Accumulation Unit Value, End of Period	\$ 9.869	\$ 9.951
Number of Units Outstanding, End of Period	585	585

PUTNAM VT GROWTH OPPORTUNITIES SUB-ACCOUNT/(4)/

Accumulation Unit Value, Beginning of Period	\$ 7.026	\$ 8.501
Accumulation Unit Value, End of Period	\$ 8.501	\$ 7.919
Number of Units Outstanding, End of Period	1,920	1,920

PUTNAM VT HEALTH SCIENCES SUB-ACCOUNT/(4)/

Accumulation Unit Value, Beginning of Period	\$ 7.663	\$ 8.920
Accumulation Unit Value, End of Period	\$ 8.920	\$ 8.712
Number of Units Outstanding, End of Period	0	0

PUTNAM VT NEW VALUE SUB-ACCOUNT/(4)/

Accumulation Unit Value, Beginning of Period	\$ 8.338	\$ 10.927
Accumulation Unit Value, End of Period	\$ 10.927	\$ 11.310
Number of Units Outstanding, End of Period	2,393	2,569

STI CLASSIC CAPITAL APPRECIATION SUB-ACCOUNT/(1)/

Accumulation Unit Value, Beginning of Period	\$ 7.687	\$ 8.973
Accumulation Unit Value, End of Period	\$ 8.973	\$ 8.763
Number of Units Outstanding, End of Period	79,424	71,340

STI CLASSIC GROWTH AND INCOME SUB-ACCOUNT/(3)/

Accumulation Unit Value, Beginning of Period	\$ 7.807	\$ 9.719
Accumulation Unit Value, End of Period	\$ 9.719	\$ 9.983
Number of Units Outstanding, End of Period	44,496	37,227

STI CLASSIC INTERNATIONAL EQUITY SUB-ACCOUNT/(2)/

Accumulation Unit Value, Beginning of Period	\$ 6.306	\$ 8.522
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Accumulation Unit Value, End of Period	\$ 8.522	\$ 8.787
Number of Units Outstanding, End of Period	7,387	6,880
STI CLASSIC INVESTMENT GRADE BOND SUB-ACCOUNT/(2)/		
Accumulation Unit Value, Beginning of Period	\$ 12.002	\$ 12.228
Accumulation Unit Value, End of Period	\$ 12.228	\$ 12.438
Number of Units Outstanding, End of Period	55,497	52,272
STI CLASSIC MID-CAP EQUITY SUB-ACCOUNT/(2)/		
Accumulation Unit Value, Beginning of Period	\$ 6.528	\$ 8.335
Accumulation Unit Value, End of Period	\$ 8.335	\$ 8.529
Number of Units Outstanding, End of Period	15,117	14,889

51 PROSPECTUS

STI CLASSIC QUALITY GROWTH STOCK

SUB-ACCOUNT/(2)(8)/		
Accumulation Unit Value, Beginning of Period	—	—
Accumulation Unit Value, End of Period	—	—
Number of Units Outstanding, End of Period	—	—
STI CLASSIC SMALL CAP VALUE EQUITY SUB-ACCOUNT/(2)/		
Accumulation Unit Value, Beginning of Period	\$ 13.724	\$ 18.700
Accumulation Unit Value, End of Period	\$ 18.700	\$ 20.224
Number of Units Outstanding, End of Period	14,539	13,803
STI CLASSIC VALUE INCOME STOCK SUB-ACCOUNT/(1)/		
Accumulation Unit Value, Beginning of Period	\$ 8.171	\$ 9.902
Accumulation Unit Value, End of Period	\$ 9.902	\$ 10.384
Number of Units Outstanding, End of Period	12,822	11,765

* The Contracts were first offered on November 10, 1998. The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 1.49% and an administrative expense charge of 0.10%. All of the Variable Sub-Accounts commenced operations on or before November 10, 1998, except as described in the footnotes below. The Accumulation Unit information shown for 2004 is for the period beginning January 1 and ending September 30.

- (1) Variable Sub-Accounts that commenced operations on November 1, 1999.
- (2) Variable Sub-Accounts that commenced operations on January 24, 2000.
- (3) Variable Sub-Accounts that commenced operations on May 1, 2000.
- (4) Variable Sub-Accounts that commenced operations on August 30, 2001.
- (5) Effective May 1, 2004, Oppenheimer Multiple Strategies Fund/VA changed its name to Oppenheimer Balanced Fund/VA. We have made a corresponding change in the name of the Variable Sub-Account that invests in this Portfolio.
- (6) Effective May 1, 2003, Oppenheimer Main Street Growth & Income Fund/VA changed its name to Oppenheimer Main Street Fund/VA. We have made a corresponding change in the name of the Variable Sub-Account that invests in this Portfolio.
- (7) Effective May 1, 2003, Putnam VT Voyager Fund II changed its name to Putnam VT Discovery Growth Fund. We have made a corresponding change in the name of the Variable Sub-Account that invests in this Portfolio.
- (8) STI Classic Quality Growth Stock Sub-Account is not available to new investors as of September 6, 2002.

**ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT
SINCE CONTRACTS WERE FIRST OFFERED***

WITH ENHANCED DEATH AND INCOME BENEFIT COMBINATION RIDER II (FOR CONTRACTS

ISSUED ON OR AFTER 9/22/00)

For the Years Beginning January 1 and Ending December 31,*	2000	2001	2002	2003	2004
AIM V.I. BALANCED SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 9.21	\$ 8.024	\$ 6.543	\$ 7.489
Accumulation Unit Value, End of Period	\$ 9.21	\$ 8.024	\$ 6.543	\$ 7.489	\$ 7.434
Number of Units Outstanding, End of Period	4,515	61,468	57,002	58,920	62,743
AIM V.I. CAPITAL APPRECIATION SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 7.80	\$ 5.888	\$ 4.381	\$ 5.582
Accumulation Unit Value, End of Period	\$ 7.80	\$ 5.888	\$ 4.381	\$ 5.582	\$ 5.342
Number of Units Outstanding, End of Period	34,530	99,227	87,825	91,701	85,357
AIM V.I. CORE EQUITY SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 8.06	\$ 6.117	\$ 5.080	\$ 6.217
Accumulation Unit Value, End of Period	\$ 8.06	\$ 6.117	\$ 5.080	\$ 6.217	\$ 6.225
Number of Units Outstanding, End of Period	20,079	104,459	86,197	83,406	78,041
AIM V.I. GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 7.52	\$ 4.90	\$ 3.320	\$ 4.286
Accumulation Unit Value, End of Period	\$ 7.52	\$ 4.90	\$ 3.320	\$ 4.286	\$ 4.142
Number of Units Outstanding, End of Period	32,771	133,470	115,932	110,527	94,083
AIM V.I. HIGH YIELD SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 8.37	\$ 7.825	\$ 7.247	\$ 9.128
Accumulation Unit Value, End of Period	\$ 8.37	\$ 7.825	\$ 7.247	\$ 9.128	\$ 9.575
Number of Units Outstanding, End of Period	81	8,589	8,876	9,419	10,101
AIM V.I. PREMIER EQUITY SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 8.54	\$ 7.345	\$ 5.039	\$ 6.199
Accumulation Unit Value, End of Period	\$ 8.54	\$ 7.345	\$ 5.039	\$ 6.199	\$ 5.969
Number of Units Outstanding, End of Period	22,904	96,014	89,919	84,214	75,997
FEDERATED PRIME MONEY FUND II SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.17	\$ 10.375	\$ 10.351	\$ 10.251
Accumulation Unit Value, End of Period	\$ 10.17	\$ 10.375	\$ 10.351	\$ 10.251	\$ 10.173
Number of Units Outstanding, End of Period	5,731	72,350	63,012	58,520	63,242
FIDELITY VIP CONTRAFUND/(R)/ SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 9.23	\$ 7.970	\$ 7.107	\$ 8.980
Accumulation Unit Value, End of Period	\$ 9.23	\$ 7.970	\$ 7.107	\$ 8.980	\$ 9.381
Number of Units Outstanding, End of Period	14,991	80,328	71,359	74,699	72,513
FIDELITY VIP EQUITY-INCOME SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.42	\$ 9.740	\$ 7.958	\$ 10.202
Accumulation Unit Value, End of Period	\$ 10.42	\$ 9.740	\$ 7.958	\$ 10.202	\$ 10.286
Number of Units Outstanding, End of Period	17,198	42,652	45,833	43,248	32,641
FIDELITY VIP GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 8.37	\$ 6.783	\$ 4.663	\$ 6.094
Accumulation Unit Value, End of Period	\$ 8.37	\$ 6.783	\$ 4.633	\$ 6.094	\$ 5.736
Number of Units Outstanding, End of Period	21,583	76,935	76,809	72,242	67,032
FIDELITY VIP HIGH INCOME SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 8.30	\$ 7.209	\$ 7.335	\$ 9.183
Accumulation Unit Value, End of Period	\$ 8.30	\$ 7.209	\$ 7.335	\$ 9.183	\$ 9.500
Number of Units Outstanding, End of Period	102	4,442	7,089	8,863	8,688
FIDELITY VIP INDEX 500 SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 8.83	\$ 7.634	\$ 5.839	\$ 7.375
Accumulation Unit Value, End of Period	\$ 8.83	\$ 7.634	\$ 5.839	\$ 7.375	\$ 7.382
Number of Units Outstanding, End of Period	8,780	52,114	65,296	70,399	69,593

FIDELITY VIP OVERSEAS SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 8.68	\$ 6.732	\$ 5.279	\$ 7.445
Accumulation Unit Value, End of Period	\$ 8.68	\$ 6.732	\$ 5.279	\$ 7.445	\$ 7.312
Number of Units Outstanding, End of Period	4,854	11,548	15,773	10,081	9,755
FTVIP TEMPLETON GLOBAL INCOME SECURITIES SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.36	\$ 10.516	\$ 12.531	\$ 15.092
Accumulation Unit Value, End of Period	\$ 11.36	\$ 10.516	\$ 12.531	\$ 15.092	\$ 15.518
Number of Units Outstanding, End of Period	11,685	533	846	1,890	2,756
FTVIP TEMPLETON GROWTH SECURITIES SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.00	\$ 9.703	\$ 7.780	\$ 10.112
Accumulation Unit Value, End of Period	\$ 10.00	\$ 9.703	\$ 7.780	\$ 10.112	\$ 10.414
Number of Units Outstanding, End of Period	2,289	2,050	7,098	4,154	9,771
FTVIP TEMPLETON STOCK (CLASS 2) SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	—	—	—	—	—
Accumulation Unit Value, End of Period	—	—	—	—	—
Number of Units Outstanding, End of Period	—	—	—	—	—
FTVIP TEMPLETON BOND (CLASS 2) SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	—	—	—	—	—
Accumulation Unit Value, End of Period	—	—	—	—	—
Number of Units Outstanding, End of Period	—	—	—	—	—
MFS EMERGING GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 8.08	\$ 5.287	\$ 3.444	\$ 4.412
Accumulation Unit Value, End of Period	\$ 8.08	\$ 5.287	\$ 3.444	\$ 4.412	\$ 4.310
Number of Units Outstanding, End of Period	11,866	61,761	75,018	71,114	66,448
MFS INVESTORS TRUST SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 9.64	\$ 7.965	\$ 6.192	\$ 7.440
Accumulation Unit Value, End of Period	\$ 9.64	\$ 7.965	\$ 6.192	\$ 7.440	\$ 7.396
Number of Units Outstanding, End of Period	11,698	70,874	22,272	23,237	23,178
MFS NEW DISCOVERY SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 8.923	\$ 6.001	\$ 7.893
Accumulation Unit Value, End of Period	—	\$ 8.923	\$ 6.001	\$ 7.893	\$ 7.265
Number of Units Outstanding, End of Period	—	4,370	3,755	3,914	3,845
MFS RESEARCH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 8.61	\$ 6.666	\$ 4.948	\$ 6.069
Accumulation Unit Value, End of Period	\$ 8.61	\$ 6.666	\$ 4.948	\$ 6.069	\$ 6.150
Number of Units Outstanding, End of Period	11,698	70,874	70,703	65,726	59,409
MFS UTILITIES SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 9.107	\$ 6.913	\$ 9.231
Accumulation Unit Value, End of Period	—	\$ 9.107	\$ 6.913	\$ 9.231	\$ 10.273
Number of Units Outstanding, End of Period	—	0	0	0	0
OPPENHEIMER AGGRESSIVE GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 6.94	\$ 4.694	\$ 3.334	\$ 4.119
Accumulation Unit Value, End of Period	\$ 6.94	\$ 4.694	\$ 3.334	\$ 4.119	\$ 4.332
Number of Units Outstanding, End of Period	570	54,096	76,844	68,188	69,130
OPPENHEIMER BALANCED SUB-ACCOUNT/(2)/					

Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 9.68	\$ 9.727	\$ 8.573	\$ 10.537
Accumulation Unit Value, End of Period	\$ 9.68	\$ 9.727	\$ 8.573	\$ 10.537	\$ 10.627
Number of Units Outstanding, End of Period	3,475	24,335	51,314	67,941	67,416
OPPENHEIMER CAPITAL APPRECIATION SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 8.92	\$ 7.667	\$ 5.516	\$ 7.105
Accumulation Unit Value, End of Period	\$ 8.92	\$ 7.667	\$ 5.516	\$ 7.105	\$ 6.910
Number of Units Outstanding, End of Period	18,937	81,840	79,225	76,584	74,628
OPPENHEIMER GLOBAL SECURITIES SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 9.41	\$ 8.142	\$ 6.236	\$ 8.773
Accumulation Unit Value, End of Period	\$ 9.41	\$ 8.142	\$ 6.236	\$ 8.773	\$ 8.880
Number of Units Outstanding, End of Period	2457	16,539	19,248	19,288	17,680

OPPENHEIMER MAIN STREET SUB-ACCOUNT/(3)/					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 8.72	\$ 7.702	\$ 6.152	\$ 7.668
Accumulation Unit Value, End of Period	\$ 8.72	\$ 7.702	\$ 6.152	\$ 7.668	\$ 7.618
Number of Units Outstanding, End of Period	33,469	146,919	127,294	125,761	115,872
OPPENHEIMER STRATEGIC BOND SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 9.88	\$ 10.184	\$ 10.762	\$ 12.500
Accumulation Unit Value, End of Period	\$ 9.88	\$ 10.184	\$ 10.762	\$ 12.500	\$ 12.799
Number of Units Outstanding, End of Period	4,378	33,868	32,383	32,808	32,710
PUTNAM VT DISCOVERY GROWTH/(1)(4)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 10.124	\$ 7.006	\$ 9.088
Accumulation Unit Value, End of Period	—	\$ 10.124	\$ 7.006	\$ 9.088	\$ 8.542
Number of Units Outstanding, End of Period	—	0	852	1,070	1,069
PUTNAM VT DIVERSIFIED INCOME SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 9.851	\$ 10.252	\$ 12.094
Accumulation Unit Value, End of Period	—	\$ 9.851	\$ 10.252	\$ 12.094	\$ 12.566
Number of Units Outstanding, End of Period	—	0	7,033	7,856	7,726
PUTNAM VT GROWTH AND INCOME SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 9.890	\$ 7.873	\$ 9.855
Accumulation Unit Value, End of Period	—	\$ 9.890	\$ 7.873	\$ 9.855	\$ 9.933
Number of Units Outstanding, End of Period	—	0	388	388	388
PUTNAM VT GROWTH OPPORTUNITIES SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 10.132	\$ 7.020	\$ 8.489
Accumulation Unit Value, End of Period	—	\$ 10.132	\$ 7.020	\$ 8.489	\$ 7.904
Number of Units Outstanding, End of Period	—	0	0	0	0
PUTNAM VT HEALTH SCIENCES SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 9.782	\$ 7.657	\$ 8.908
Accumulation Unit Value, End of Period	—	\$ 9.782	\$ 7.657	\$ 8.908	\$ 8.696
Number of Units Outstanding, End of Period	—	0	0	0	0
PUTNAM VT NEW VALUE SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 10.106	\$ 8.382	\$ 10.911
Accumulation Unit Value, End of Period	—	\$ 10.106	\$ 8.382	\$ 10.911	\$ 11.289
Number of Units Outstanding, End of Period	—	0	0	0	0
STI CLASSIC CAPITAL APPRECIATION SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 9.28	\$ 8.640	\$ 6.638	\$ 7.734
Accumulation Unit Value, End of Period	\$ 9.28	\$ 8.640	\$ 6.638	\$ 7.734	\$ 7.550
Number of Units Outstanding, End of Period	214	12,066	64,693	64,388	65,004
STI CLASSIC GROWTH AND INCOME SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 9.78	\$ 9.088	\$ 7.098	\$ 8.832
Accumulation Unit Value, End of Period	\$ 9.78	\$ 9.088	\$ 7.098	\$ 8.832	\$ 9.067
Number of Units Outstanding, End of Period	4,178	35,434	37,752	35,833	35,555

STI CLASSIC INTERNATIONAL EQUITY SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 9.54	\$ 7.749	\$ 6.204	\$ 8.379
Accumulation Unit Value, End of Period	\$ 9.54	\$ 7.749	\$ 6.204	\$ 8.379	\$ 8.636
Number of Units Outstanding, End of Period	358	5,355	9,083	8,411	8,631

STI CLASSIC INVESTMENT GRADE BOND SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.39	\$ 11.154	\$ 11.784	\$ 11.999
Accumulation Unit Value, End of Period	\$ 10.39	\$ 11.154	\$ 11.784	\$ 11.999	\$ 12.199
Number of Units Outstanding, End of Period	2,172	31,355	62,512	48,287	43,068

STI CLASSIC MID-CAP EQUITY SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 8.68	\$ 8.766	\$ 6.169	\$ 7.872
Accumulation Unit Value, End of Period	\$ 8.68	\$ 8.766	\$ 6.169	\$ 7.872	\$ 8.051
Number of Units Outstanding, End of Period	5,995	1,205	21,951	25,818	25,551

STI CLASSIC QUALITY GROWTH STOCK SUB-ACCOUNT/(5)/

Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 8.76	\$ 7.007	—	—
Accumulation Unit Value, End of Period	\$ 8.76	\$ 7.007	\$ 5.593	—	—
Number of Units Outstanding, End of Period	4,378	33,868	0	—	—

STI CLASSIC SMALL CAP VALUE EQUITY SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.59	\$ 12.650	\$ 12.295	\$ 16.742
Accumulation Unit Value, End of Period	\$ 10.59	\$ 12.650	\$ 12.295	\$ 16.742	\$ 18.098
Number of Units Outstanding, End of Period	570	14,135	33,998	37,371	35,880

STI CLASSIC VALUE INCOME STOCK SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.92	\$ 10.620	\$ 8.672	\$ 10.502
Accumulation Unit Value, End of Period	\$ 10.92	\$ 10.620	\$ 8.672	\$ 10.502	\$ 11.009
Number of Units Outstanding, End of Period	123	7,368	13,558	12,473	12,120

* The Contracts with the Enhanced Death and Income Benefit Combination Rider II were first offered on September 22, 2000. The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 1.55% and an administrative expense charge of 0.10%. All of the Variable Sub-Accounts commenced operations on or before September 22, 2000, except as described in the footnotes below. The Accumulation Unit information shown for 2004 is for the period beginning January 1 and ending September 30.

- (1) Variable Sub-Accounts that commenced operations on August 30, 2001.
- (2) Effective May 1, 2004, Oppenheimer Multiple Strategies Fund/VA changed its name to Oppenheimer Balanced Fund/VA. We have made a corresponding change in the name of the Variable Sub-Account that invests in this Portfolio.
- (3) Effective May 1, 2003, Oppenheimer Main Street Growth & Income Fund/VA changed its name to Oppenheimer Main Street Fund/VA. We have made a corresponding change in the name of the Variable Sub-Account that invests in this Portfolio.
- (4) Effective May 1, 2003, Putnam VT Voyager Fund II changed its name to Putnam VT Discovery Growth Fund. We have made a corresponding change in the name of the Variable Sub-Account that invests in this Portfolio.
- (5) STI Classic Quality Growth Stock Sub-Account is not available to new investors as of September 6, 2002.

APPENDIX B MARKET VALUE ADJUSTMENT

The Market Value Adjustment is based on the following:

I = the Treasury Rate for a maturity equal to the Guarantee Period for the week preceding the establishment of the Guarantee Period.

N = the number of whole and partial years from the date we receive the withdrawal, transfer, or death benefit request, or from the Payout Start Date to the end of the Guarantee Period.

J = the Treasury Rate for a maturity equal to the Guarantee Period for the week preceding the receipt of the withdrawal, transfer, death benefit, or income payment request.*

Treasury Rate means the U.S. Treasury Note Constant Maturity yield as reported in Federal Reserve Bulletin Release H.15.

* If a U.S. Treasury Note ("Note") with a maturity of the Guarantee Period is not available, we will determine an appropriate interest rate based on an interpolation of the next shortest duration and next longest duration Notes.

The Market Value Adjustment factor is determined from the following formula:

$$.9 \times [I - J] \times N$$

To determine the Market Value Adjustment, we will multiply the Market Value Adjustment factor by the amount transferred, withdrawn (in excess of the Free Withdrawal Amount), paid as a death benefit, or applied to an Income Plan from a Guarantee Period at any time other than during the 30 day period after such Guarantee Period expires.

EXAMPLES OF MARKET VALUE ADJUSTMENT

Purchase Payment: \$10,000 allocated to a Guarantee Period

Guarantee Period: 5 years

Interest Rate: 4.50%

Full Surrender: End of Contract Year 3

NOTE: These examples assume that premium taxes are not applicable.

EXAMPLE 1 (ASSUMES DECLINING 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: $.15 \times (\$10,000.00) = \$1,500.00$

Step 3. Calculate the Withdrawal Charge: $I = 4.5\%$

$J = 4.2\%$

Step 4. Calculate the Market Value Adjustment:
$$N = \frac{730 \text{ days}}{365 \text{ days}} = 2$$

Market Value Adjustment Factor: $.9 \times [I - J]$

$\times N = .9 \times [.045 - .042] \times 2 = .0054$

Market Value Adjustment = Market Value
Adjustment Factor \times Amount Subject to Market
Value Adjustment:

$= .0054 \times (\$11,411.66 - \$1,500.00) = \$53.52$

Step 5. Calculate the amount received by a Contract Owner as a result of full withdrawal at $\$11,411.66 + \$53.52 = \$11,465.18$

the end of Contract Year 3:

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: $.15 \times (\$10,000.00) = \$1,500.00$

Step 3. Calculate the Withdrawal Charge: $I = 4.5\%$

$J = 4.8\%$

Step 4. Calculate the Market Value Adjustment:

$$N = \frac{730 \text{ days}}{365 \text{ days}} = 2$$

Market Value Adjustment Factor: $.9 \times [I - J]$

$$X N = .9 \times [.045 - .048] \times 2 = -.0054$$

Market Value Adjustment = Market Value
Adjustment Factor X Amount Subject to Market
Value Adjustment:

$$= -.0054 \times (\$11,411.66 - \$1,500.00) = -\$53.52$$

Step 5. Calculate the amount received by a Contract Owner as a result of
full withdrawal at

$$\$11,411.66 - \$53.52 = \$11,358.14$$

the end of Contract Year 3:

58 PROSPECTUS

STATEMENT OF ADDITIONAL INFORMATION TABLE OF CONTENTS

ADDITIONS, DELETIONS OR SUBSTITUTIONS OF INVESTMENTS

THE CONTRACT

Purchase of Contracts

Tax-free Exchanges (1035 Exchanges, Rollovers and Transfers)

CALCULATION OF ACCUMULATION UNIT VALUES

NET INVESTMENT FACTOR

CALCULATION OF VARIABLE INCOME PAYMENTS

CALCULATION OF ANNUITY UNIT VALUES

GENERAL MATTERS

Incontestability

Settlements

Safekeeping of the Variable Account's Assets

Premium Taxes

Tax Reserves

EXPERTS

FINANCIAL STATEMENTS

APPENDIX A: ACCUMULATION UNIT VALUES

THE ALLSTATE(R) PROVIDER VARIABLE ANNUITY

(formerly referred to as "The Glenbrook Provider Variable Annuity")

ALLSTATE LIFE INSURANCE COMPANY

STREET ADDRESS: 2940 S. 84TH STREET, LINCOLN, NE 68506-4142 MAILING ADDRESS:

P.O. BOX 80469, LINCOLN, NE 68501-0469 TELEPHONE NUMBER: 1-800-755-5275 PROSPECTUS DATED JANUARY 3, 2005

Allstate Life Insurance Company ("ALLSTATE LIFE") is offering the Allstate(R) Provider Variable Annuity, an individual flexible premium deferred variable annuity contract ("CONTRACT"). This prospectus contains information about the Contract that you should know before investing. Please keep it for future reference.

The Contract currently offers 41 "INVESTMENT ALTERNATIVES". The investment alternatives include 3 fixed account options ("FIXED ACCOUNT OPTIONS") and 38 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 portfolios ("PORTFOLIOS") of the following mutual funds ("FUNDS")

AIM VARIABLE INSURANCE FUNDS

THE DREYFUS SOCIALLY RESPONSIBLE

GROWTH FUND, INC.

DREYFUS STOCK INDEX FUND

DREYFUS VARIABLE INVESTMENT FUND

(VIF) OPPENHEIMER VARIABLE ACCOUNT

FIDELITY(R) VARIABLE INSURANCE PRODUCTS

FRANKLIN TEMPLETON VARIABLE INSURANCE

PRODUCTS TRUST

GOLDMAN SACHS VARIABLE INSURANCE TRUST (VIT)

MFS(R) VARIABLE INSURANCE TRUST(SM)

FUNDS THE UNIVERSAL INSTITUTIONAL FUNDS, INC.

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

WE (Allstate Life) have filed a Statement of Additional Information, dated January 3, 2005, with the Securities and Exchange Commission ("SEC"). It contains more information about the Contract and is incorporated herein by reference, which means it is legally a part of this prospectus. Its table of contents appears on page 59 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.

THE SECURITIES AND EXCHANGE COMMISSION HAS NOT APPROVED OR DISAPPROVED THE SECURITIES DESCRIBED IN THIS PROSPECTUS, NOR HAS IT PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANYONE WHO TELLS YOU OTHERWISE IS COMMITTING A FEDERAL CRIME.

IMPORTANT NOTICES

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 OR OBLIGATIONS OF, OR GUARANTEED 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.

1 PROSPECTUS

TABLE OF CONTENTS

	<u>PAGE</u>
OVERVIEW	
Important Terms	3
The Contract at a Glance	4
How the Contract Works	6
Expense Table	7
Financial Information	9
CONTRACT FEATURES	
The Contract	10
Purchases	11
Contract Value	12
Investment Alternatives	13
The Variable Sub-Accounts	13
The Fixed Account Option	16
Transfers	18
Expenses	21
Access To Your Money	23
	<u>PAGE</u>
Income Payments	24
Death Benefits	25
OTHER INFORMATION	
More Information:	29
Allstate Life	29
The Variable Account	29
The Portfolios	30
The Contract	30
Non-Qualified Annuities Held Within a Qualified Plan	32
Legal Matters	32
Taxes	33
Annual Reports and Other Documents	38
APPENDIX A - ACCUMULATION UNIT VALUES	40
APPENDIX B - MARKET VALUE ADJUSTMENT EXAMPLE	58
STATEMENT OF ADDITIONAL INFORMATION TABLE OF CONTENTS	60

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.

	<u>PAGE</u>
Accumulation Phase	6
Accumulation Unit	9
Accumulation Unit Value	9
Anniversary Values	28
Annuitant	10
Automatic Portfolio Rebalancing Program	20
Beneficiary	10
Cancellation Period	4
Contract*	10
Contract Anniversary	5
Contract Owner ("You")	6
Contract Value	12
Contract Year	4
Death Benefit Anniversary	27
Death Proceeds	27
Dollar Cost Averaging Program	20
Due Proof of Death	27
Enhanced Death Benefit Rider	28
Enhanced Death and Income Benefit Combination Rider	28
Enhanced Death and Income Benefit Combination Rider II	28
	<u>PAGE</u>
Fixed Account Options	16
Free Withdrawal Amount	21
Funds	1
Allstate Life ("We" or "Us")	1
Guarantee Periods	16
Income Plan	24
Investment Alternatives	1
Issue Date	6
Market Value Adjustment	18
Payout Phase	6
Payout Start Date	24
Portfolios	1
Qualified Contracts	4
SEC	1
Settlement Value	27
Systematic Withdrawal Program	23
Valuation Date	11
Variable Account	1
Variable Sub-Account	1

* In certain states the Contract is 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.

3 PROSPECTUS

THE CONTRACT AT A GLANCE

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

FLEXIBLE

PAYMENTS You can purchase a Contract with as little as \$3,000 (\$2,000 for “QUALIFIED CONTRACTS”, which are Contracts issued within QUALIFIED PLANS). You can add to your Contract as often and as much as you like, but each payment must be at least \$50.

RIGHT TO CANCEL You may cancel your Contract within 20 days of receipt or any longer period as your state may require (“CANCELLATION 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.

EXPENSES You will bear the following expenses:

- Total Variable Account annual fees equal to 1.15% of average daily net assets (1.37% if you select the ENHANCED DEATH BENEFIT RIDER; 1.59% if you selected the ENHANCED DEATH AND INCOME BENEFIT COMBINATION RIDER (for Contracts issued before September 22, 2000); and 1.65% if you select the ENHANCED DEATH AND INCOME BENEFIT COMBINATION RIDER II (for Contracts issued on or after September 22, 2000).
- Annual contract maintenance charge of \$35 (with certain exceptions)
- Withdrawal charges ranging from 0% to 6% of purchase payment withdrawn (with certain exceptions)
- Transfer fee of \$10 after 12th transfer in any CONTRACT YEAR (fee currently waived)
- State premium tax (if your state imposes one).

In addition, each Portfolio pays expenses that you will bear indirectly if you invest in a Variable Sub-Account.

INVESTMENT ALTERNATIVES The Contract offers 41 investment alternatives including:

- 3 Fixed Account Options (which credit interest at rates we guarantee)
- 38 Variable Sub-Accounts investing in Portfolios offering professional money management by these investment advisers:
 - A I M Advisors, Inc.
 - The Dreyfus Corporation
 - Fidelity Management & Research Company
 - Franklin Advisers, Inc.

- Franklin Mutual Advisers, LLC
- Goldman Sachs Asset Management, L.P.
- MFS/TM/Investment Management
- OppenheimerFunds, Inc.
- Templeton Asset Management Ltd.
- Templeton Investment Counsel, Inc.
- Van Kampen/(1)/

To find out current rates being paid on the Fixed Account, or to find out how the Variable Sub-Accounts have performed, please call us at 1-800-755-5275.

/(1)/Morgan Stanley Investment Management Inc., the adviser to the UIF Portfolios, does business in certain instances as Van Kampen.

4 PROSPECTUS

SPECIAL SERVICES

For your convenience, we offer these special services:

- AUTOMATIC PORTFOLIO REBALANCING PROGRAM
- AUTOMATIC ADDITIONS PROGRAM
- DOLLAR COST AVERAGING PROGRAM
- SYSTEMATIC WITHDRAWAL 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:

- life income with guaranteed payments
- a “joint and survivor” life income with guaranteed payments
- guaranteed payments for a specified period (5 to 30 years)

DEATH BENEFITS

If you or the ANNUITANT (if the Contract is owned by a non-natural person) die before the PAYOUT START DATE, we will pay the death benefit described in the Contract. We offer an Enhanced Death Benefit Rider and an Enhanced Death and Income Benefit Combination Rider II.

TRANSFERS

Before the Payout Start Date, you may transfer your Contract Value (“CONTRACT VALUE”) among the investment alternatives, with certain restrictions. Transfers to a GUARANTEE PERIOD of the Fixed Account must be at least \$50.

We do not currently impose a fee upon transfers. However, we reserve the right to charge \$10 per transfer after the 12th transfer in each “Contract Year,” which we measure from the date we issue your Contract or a Contract Anniversary (“CONTRACT ANNIVERSARY”).

WITHDRAWALS

You may withdraw some or all of your Contract Value at any time prior to the Payout Start Date.

In general, you must withdraw at least \$50 at a time. Full or partial withdrawals are available under limited circumstances on or after the Payout Start Date. 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 and MARKET VALUE ADJUSTMENT also may apply.

HOW THE CONTRACT WORKS

The Contract basically works in two ways.

First, the Contract can help you (we assume you are the CONTRACT OWNER) save for retirement because you can invest in up to 41 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 any of the three Fixed Account Options, 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, the 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 24. 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.

<u>Issue Date</u>	<u>Accumulation Phase</u>	<u>Payout Start Date</u>	<u>Payout Phase</u>	
You buy a Contract	You save for retirement	You elect to receive income payments or receive a lump sum payment	You can receive income payments for a set period	Or you can receive income payments for life

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 none, the BENEFICIARY will exercise the rights and privileges provided by the Contract. See “The Contract.” 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 1-800-755-5275 if you have any questions about how the Contract works.

6 PROSPECTUS

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 accompanying prospectuses for the Portfolios.

CONTRACT OWNER TRANSACTION EXPENSES

Withdrawal Charge (as a percentage of purchase payments)*

Number of Complete Years Since We Received the Purchase Payment Being Withdrawn	0	1	2	3	4	5	6+
Applicable Charge	6 %	6 %	5 %	5 %	4 %	3 %	0 %
Annual Contract Maintenance Charge	\$35.00**						
Transfer Fee	\$10.00***						

* Each Contract Year, you may withdraw up to 15% of your aggregate purchase payments without incurring a withdrawal charge.

** We will waive this charge in certain cases. See "Expenses."

*** Applies solely to the thirteenth and subsequent transfers within a Contract Year, excluding transfers due to dollar cost averaging and automatic portfolio rebalancing. We are currently waiving the transfer fee.

VARIABLE ACCOUNT ANNUAL EXPENSES

(AS A PERCENTAGE OF DAILY NET ASSET VALUE DEDUCTED FROM EACH VARIABLE

SUB-ACCOUNT)

Without the Enhanced Death Benefit Rider, Enhanced Death and Income Benefit Combination Rider, or Enhanced Death and Income Benefit Combination Rider II

Mortality and Expense Risk Charge	1.05 %
Administrative Expense Charge	0.10 %
Total Variable Account Annual Expense	1.15 %

With the Enhanced Death Benefit Rider	
Mortality and Expense Risk Charge	1.27 %
Administrative Expense Charge	0.10 %
Total Variable Account Annual Expense	1.37 %

With the Enhanced Death and Income Benefit Combination Rider (for Contracts issued before September 22, 2000)

Mortality and Expense Risk Charge	1.49 %
Administrative Expense Charge	0.10 %
Total Variable Account Annual Expense	1.59 %

With the Enhanced Death and Income Benefit Combination Rider II (for Contracts issued on or after September 22, 2000)

Mortality and Expense Risk Charge	1.55 %
Administrative Expense Charge	0.10 %
Total Variable Account Annual Expenses	1.65 %

PORTFOLIO ANNUAL EXPENSES (as a percentage of Portfolio average daily net assets)^{1/}

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

	<u>Minimum</u>	<u>Maximum</u>
Total Annual Portfolio Operating Expenses (expenses that are deducted from Portfolio assets, which may include management fees, distribution and/or services (12b-1) fees, and other expenses)	0.27 %	2.60 %

(1) Expenses are shown as a percentage of Portfolio average daily net assets (before any waiver or reimbursement) as of December 31, 2003.

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

- invested \$10,000 in a Variable Sub-Account,
- 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, and
- elected the Enhanced Death and Income Benefit Combination Rider II.

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.

THE EXAMPLE DOES NOT INCLUDE ANY TAXES OR TAX PENALTIES YOU MAY BE REQUIRED TO PAY IF YOU SURRENDER YOUR CONTRACT.

	<u>1 Year</u>	<u>3 Years</u>	<u>5 Years</u>	<u>10 Years</u>
Costs Based on Maximum Annual Portfolio Expenses	\$ 95	\$ 174	\$ 246	\$ 448
Costs Based on Minimum Annual Portfolio Expenses	\$ 71	\$ 103	\$ 130	\$ 226

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.

8 PROSPECTUS

	1 Year	3 Years	5 Years	10 Years
Costs Based on Maximum Annual Portfolio Expenses	\$ 44	\$ 131	\$ 221	\$ 448
Costs Based on Minimum Annual Portfolio Expenses	\$ 20	\$ 61	\$ 105	\$ 226

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 ABOVE EXAMPLES ASSUME THE ELECTION OF THE ENHANCED DEATH AND INCOME BENEFIT COMBINATION RIDER II, WITH A MORTALITY AND EXPENSE RISK CHARGE OF 1.55%, AN ADMINISTRATIVE EXPENSE CHARGE OF 0.10%, AND AN ANNUAL CONTRACT MAINTENANCE CHARGE OF \$35. IF NO RIDER WERE ELECTED, OR IF THE ENHANCED DEATH BENEFIT RIDER WERE ELECTED, THE EXPENSE FIGURES SHOWN ABOVE WOULD BE SLIGHTLY LOWER. THE ABOVE EXAMPLES ALSO ASSUME TOTAL ANNUAL PORTFOLIO EXPENSES LISTED IN THE EXPENSE TABLE WILL CONTINUE THROUGHOUT THE PERIODS SHOWN.

FINANCIAL INFORMATION

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. Attached as Appendix A to this prospectus are tables showing the Accumulation Unit Values of each Variable Sub-Account since the date the Contracts were first offered. To obtain a fuller picture of each Variable Sub-Account's finances, please refer to the Variable Account's financial statements contained in the Statement of Additional Information. The financial statements of Allstate Life and Allstate Financial Advisors Separate Account I, which include financial information giving effect to the Consolidation on a pro forma basis, also appear in the Statement of Additional Information. For a free copy of the Statement of Additional Information, please write or call us at 1-800-755-5275.

9 PROSPECTUS

THE CONTRACT

CONTRACT OWNER

The Allstate Provider Variable Annuity is a contract 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 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 dies, and
- any other rights that the Contract provides.

If you die, any surviving Contract Owner, or, if none, the Beneficiary may exercise the rights and privileges provided to them by the Contract.

The Contract cannot be jointly owned by both a non-living person and a living person. If the Contract Owner is a grantor trust, the Contract Owner will be considered a non-living person for the purposes of the Death of Owner and Death of Annuitant provisions of your contract.

The maximum age of the oldest Contract Owner and Annuitant cannot exceed 90 as of the date we receive the completed application. You may change the Contract Owner at any time. We will provide a change of ownership form to be signed by you and filed with us. After we accept the form, the change of ownership will be effective as of the date you signed the form. Until we receive your written notice to change the Contract Owner, we are entitled to rely on the most recent ownership information in our files. We will not be liable as to any payment or settlement made prior to receiving the written notice. 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 made by us or any other action we take before we accept the change.

Changing of ownership of this Contract may cause adverse tax consequences and may not be allowed under qualified plans. 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 life determines the amount and duration of income payments (other than under Income Plans with guaranteed payments for a specified period). You initially designate an Annuitant in your application. You may change the Annuitant at any time prior to the Payout Start Date (only if the Contract Owner is a living person). Once we accept a change, it takes effect as of the date you signed the request. Each change is subject to any payment we make or other action we take before we accept it.

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. We permit joint Annuitants only on or after the Payout Start Date. If the Annuitant dies prior to the Payout Start Date, the new Annuitant will be:

- (i) the youngest Contract Owner; otherwise,
- (ii) the youngest Beneficiary.

BENEFICIARY

The Beneficiary is the person who may elect to receive the Death Proceeds or become the new Contract Owner, subject to the “Death of Owner” section below, if the sole surviving Contract Owner dies before the Payout Start Date. If the sole surviving Contract Owner dies after the Payout Start Date, the Beneficiary will receive any guaranteed income payments scheduled to continue.

You may name one or more primary and contingent Beneficiaries when you apply for a Contract. The primary Beneficiary is the person who is first entitled to receive benefits under the Contract upon the death of the sole surviving Contract Owner. A contingent Beneficiary is the person selected by the Contract Owner who will become the Beneficiary if all named primary Beneficiaries die before the death of the sole surviving Contract Owner.

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

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 receive 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 as to any payment or settlement made prior to receiving the written notice. Accordingly, if you wish to change your Beneficiary, you should deliver your written notice to us promptly. Each change is subject to any payment made by us or any other action we take before we accept the change.

10 PROSPECTUS

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, 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 one or more Beneficiaries survive you, 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, we will pay the Death Proceeds in equal amounts to the surviving Beneficiaries.

If more than one Beneficiary shares in the Death Proceeds, each Beneficiary will be treated as a separate and independent owner of his or her respective share. Each Beneficiary will exercise all rights related to his or her share, including the sole right to select a payout 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 payout option chosen by the original Beneficiary.

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

No owner has a right to assign any interest in a Contract as collateral or security for a loan. However, you may assign periodic income payments under the Contract prior to the Payout Start Date. No Beneficiary may assign benefits under the Contract until they are payable to the Beneficiary. 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 YOUR CONTRACT.**

PURCHASES

MINIMUM PURCHASE PAYMENTS

Your initial purchase payment must be at least \$3,000 (\$2,000 for a Qualified Contract). All subsequent purchase payments must be \$50 or more. You may make purchase payments at any time prior to the Payout Start Date. We reserve the right to limit the maximum amount of purchase payments we will accept. We reserve the right to reject any application in our sole discretion.

AUTOMATIC ADDITIONS PROGRAM

You may make subsequent purchase payments by automatically transferring money from your bank account. Consult your representative for more detailed information.

ALLOCATION OF PURCHASE PAYMENTS

At the time you apply for a Contract, you must decide how to allocate your purchase payments 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 notifying us in writing. We reserve the right to limit the availability of the investment alternatives.

We will allocate your purchase payments to the investment alternatives according to your most recent instructions on file with us. Unless you notify us in writing 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 are open for business 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, usually 4 p.m. Eastern Time (3 p.m. Central Time). If we receive your purchase payment after 3 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.

11 PROSPECTUS

RIGHT TO CANCEL

You may cancel the Contract by returning it to us within the Cancellation Period, which is the 20 day period after you receive the Contract, or a longer period should your state require it. You may return your Contract by delivering it or mailing it to us. 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 that occurred from the date of allocation through the date of cancellation. Some states may require us to return a greater amount to you.

In states where we are required to refund purchase payments, we reserve the right during the Cancellation Period to invest any purchase payments you allocated to a Variable Sub-Account to the money market Variable Sub-Account available under the Contract. We will notify you if we do so. At the end of the Cancellation Period, you may then allocate your money to other Variable Sub-Accounts.

If your Contract is qualified under Section 408 of the Internal Revenue Code, we will refund the greater of any purchase payments or the Contract Value.

CONTRACT VALUE

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 the value of your investment in the Fixed Account Options.

ACCUMULATION UNITS

To determine the number of Accumulation Units of each Variable Sub-Account to credit 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 Variable 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 Variable Sub-Account allocated to your Contract.

ACCUMULATION UNIT VALUE

As a general matter, the Accumulation Unit Value for each Variable Sub-Account 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 contract maintenance charges, withdrawal charges, and transfer fees (currently waived) separately for each Contract. They do not affect Accumulation Unit Value. Instead, we obtain payment of those charges and fees by redeeming Accumulation Units. For details on how we calculate Accumulation Unit Value, please refer to the Statement of Additional Information. We determine a separate Accumulation Unit Value for each Variable Sub-Account on each Valuation Date. We also determine a separate set of Accumulation Unit Values reflecting the cost of the Enhanced Death Benefit Rider, the Enhanced Death and Income Benefit Combination Rider, and the Enhanced Death and Income Benefit Rider II described on pages 31.

YOU SHOULD REFER TO THE PROSPECTUSES FOR THE PORTFOLIOS THAT ACCOMPANY THIS PROSPECTUS 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.

INVESTMENT ALTERNATIVES: THE VARIABLE SUB-ACCOUNTS

You may allocate your purchase payments to up to 38 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 the Portfolio, please refer to the accompanying prospectuses for the Portfolios. You should carefully review the Portfolio prospectuses before allocating amounts to the Variable Sub-Accounts.

PORTFOLIO:	EACH PORTFOLIO SEEKS:	INVESTMENT ADVISOR:
AIM VARIABLE INSURANCE FUNDS*		
AIM V.I. Balanced Fund - Series I	As high a total return as possible, consistent with preservation of capital	
AIM V.I. Core Equity Fund - Series I	Growth of capital	
AIM V.I. Diversified Income Fund - Series I	A high level of current income	AIM ADVISORS, INC.
AIM V.I. Government Securities Fund - Series I	A high level of current income consistent with a reasonable concern for safety of principal	
AIM V.I. Growth Fund - Series I	Growth of capital	
AIM V.I. International Growth Fund - Series I	Long-term growth of capital	
AIM V.I. Premier Equity Fund - Series I	Long-term growth of capital and income as a secondary objective	

THE DREYFUS SOCIALLY RESPONSIBLE GROWTH FUND, INC.; THE DREYFUS STOCK INDEX FUND; AND THE DREYFUS VARIABLE INVESTMENT FUND (VIF) (COLLECTIVELY, THE DREYFUS FUNDS)

The Dreyfus Socially Responsible Growth Fund, Inc.: Initial Shares	Capital growth and, secondarily, current income	
Dreyfus Stock Index Fund: Initial Shares	To match the total return of the Standard & Poor's(R) 500 Composite Stock Price Index	THE DREYFUS CORPORATION
Dreyfus VIF Growth & Income Portfolio: Initial Shares	Long-term capital growth, current income and growth of income, consistent with reasonable investment risk	
Dreyfus VIF Money Market Portfolio	A high level of current income as is consistent with the preservation of capital and the maintenance of liquidity	

FIDELITY(R) VARIABLE INSURANCE PRODUCTS

Fidelity VIP Contrafund(R)	Long-term capital appreciation Portfolio - Initial Class	
Fidelity VIP Equity-Income Portfolio - Initial Class	Reasonable income	FIDELITY MANAGEMENT & RESEARCH COMPANY
Fidelity VIP Growth Portfolio - Initial Class	Capital appreciation	
Fidelity VIP High Income Portfolio - Initial Class	High level of current income while also considering growth of capital	

FRANKLIN TEMPLETON VARIABLE INSURANCE PRODUCTS TRUST

FTVIP Franklin Small Cap Long-term capital growth FRANKLIN ADVISERS, Fund - Class 2 INC.		
FTVIP Mutual Shares Securities Fund - Class 2	Capital appreciation. Secondary goal is income	FRANKLIN MUTUAL ADVISERS, LLC.
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

FTVIP Templeton Growth Securities Fund - Class 2	Long-term capital growth	FRANKLIN ADVISERS, INC.
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GOLDMAN SACHS VARIABLE INSURANCE TRUST (VIT)

Goldman Sachs VIT Capital Growth Fund	Long-term growth of capital	GOLDMAN SACHS ASSET MANAGEMENT, L.P.
Goldman Sachs VIT CORE(SM) Small Cap Equity Fund	Long-term growth of capital	
Goldman Sachs VIT CORE(SM) U.S. Equity Fund	Long-term growth of capital and dividend income	
Goldman Sachs VIT International Equity Fund	Long-term capital appreciation	

MFS(R) VARIABLE INSURANCE TRUST(SM)

MFS Emerging Growth Series - Initial Class	Long-term growth of capital	MFS/TM/ INVESTMENT MANAGEMENT
MFS Investors Trust Series - Initial Class	Long-term growth of capital with a secondary objective to seek reasonable current income	
MFS New Discovery Series Capital appreciation - Initial Class		

MFS Research Series - Initial Class	Long-term growth of capital and future income
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OPPENHEIMER VARIABLE ACCOUNT FUNDS

Oppenheimer Aggressive Capital appreciation Growth Fund/VA		OPPENHEIMER FUNDS, INC.
Oppenheimer Capital Appreciation Fund/VA	Seeks capital appreciation by investing in securities of well-known, established companies.	
Oppenheimer Global Securities Fund/VA	Long-term capital appreciation	
Oppenheimer Main Street Fund/VA/(1)/	High total return, which includes growth in the value of its shares as well as current income, from equity and debt securities	
Oppenheimer Strategic Bond Fund/VA	High level of current income	
THE UNIVERSAL INSTITUTIONAL FUNDS, INC.		
Van Kampen UIF Core Plus Fixed Income Portfolio, Class I/(2)/	Above-average total return over a market cycle of three to five years	VAN KAMPEN**
Van Kampen UIF Equity Growth Portfolio, Class I	Long-term capital appreciation	
Van Kampen UIF Global Value Equity Portfolio, Class I/(3)/	Long-term capital appreciation	
Van Kampen UIF U.S. Mid Cap Value Portfolio, Class I/(4)/	Above-average total return over a market cycle of three to five years	
Van Kampen UIF Value Portfolio, Class I	Above-average total return over a market cycle of three to five years	

* A Portfolio's investment objective may be changed by the Portfolio's Board of Trustees without shareholders approval.

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

- (1) Effective May 1, 2003, Oppenheimer Main Street Growth & Income Fund/VA changed its name to Oppenheimer Main Street Fund/VA. The investment objective for this Portfolio has not changed.
- (2) Effective May 1, 2002, Van Kampen UIF Fixed Income Portfolio, Class I changed its name to Van Kampen UIF Core Plus Fixed Income Portfolio, Class I. The investment objective for this Portfolio has not changed.
- (3) Effective May 1, 2001, Van Kampen UIF Global Equity Portfolio, Class I changed its name to Van Kampen UIF Global Value Equity Portfolio, Class I. The investment objective for this Portfolio has not changed.
- (4) Effective May 1, 2003, Van Kampen UIF Mid Cap Value Portfolio, Class I changed its name to Van Kampen UIF U.S. Mid Cap Core Portfolio, Class I. Effective May 1, 2004, Van Kampen UIF U.S. Mid Cap Core Portfolio, Class I changed its name to Van Kampen UIF U.S. Mid Cap Value Portfolio, Class I.

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

14 PROSPECTUS

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 MAY 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 FUNDS IN ASSETS, CASH FLOW AND TAX MATTERS. ACCORDINGLY, THE HOLDINGS AND INVESTMENT RESULTS OF A VARIABLE INSURANCE PORTFOLIO CAN BE EXPECTED TO BE GREATER OR LESS THAN THE INVESTMENT RESULTS OF SIMILARLY NAMED RETAIL MUTUAL FUNDS.

15 PROSPECTUS

INVESTMENT ALTERNATIVES: THE FIXED ACCOUNT OPTIONS

You may allocate all or a portion of your purchase payments to the Fixed Account. You may choose from among 3 Fixed Account Options: 2 dollar cost averaging options, and the option to invest in one or more Guarantee Periods included in the Guaranteed Maturity Fixed Account. The Fixed Account Options may not be available in all states. 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 a Fixed Account Option does not entitle you to share in the investment experience of the Fixed Account.

DOLLAR COST AVERAGING FIXED ACCOUNT OPTIONS

DOLLAR COST AVERAGING FIXED ACCOUNT OPTION. Purchase payments that you allocate to the Dollar Cost Averaging Fixed Account Option (“DCA Fixed Account Option”) will earn interest for a one year period at the current rate in effect at the time of allocation. We will credit interest daily at a rate that will compound over the year to the annual interest rate we guaranteed at the time of allocation. After the one year period, we will declare a renewal rate which we guarantee for a full year. Subsequent renewal dates will be every twelve months for each payment or transfer.

For each purchase payment, the first transfer from the DCA Fixed Account must occur within one month of the date of payment. If we do not receive an allocation from you within one month of the date of payment, the payment plus associated interest will be transferred to the money market Sub-Account in equal monthly installments using the longest transfer period being offered at the time the purchase payment is made. Transferring Account Value to the money market Variable Sub-Account in this manner may not be consistent with the theory of dollar cost averaging described on page 20.

We will follow your instructions in transferring amounts monthly from the DCA Fixed Account. However, you may not choose less than 3 or more than 36 monthly installments. Further, you must transfer each purchase payment and all its earnings out of this Option by means of dollar cost averaging within 36 months of payment. At the end of 36 months, any nominal amounts remaining in this option will be allocated to the money market Variable Sub-Account. No transfers are permitted into the DCA Fixed Account.

SHORT TERM DOLLAR COST AVERAGING FIXED ACCOUNT OPTION. You may establish a Short Term Dollar Cost Averaging Program by allocating purchase payments to the Short Term Dollar Cost Averaging Fixed Account Option (“Short Term DCA Fixed Account Option”). We will credit interest to purchase payments you allocate to this Option for up to one year at the current rate in effect at the time of allocation.

For each purchase payment, the first transfer from the Short Term DCA Fixed Account must occur within one month of the date of payment. If we do not receive an allocation from you within one month of the date of payment, the payment plus associated interest will be transferred to the money market Sub-Account in equal monthly installments using the longest transfer period being offered at the time the purchase payment is made. Transferring Account Value to the money market Variable Sub-Account in this manner may not be consistent with the theory of dollar cost averaging described on page 20.

You must transfer each purchase payment and all its earnings out of this Option by means of dollar cost averaging within 12 months. At the end of the transfer period, any nominal amounts remaining in the Short Term DCA Fixed Account will be allocated to the money market Variable Sub-Account. If you discontinue the Short Term DCA Fixed Account Option before the end of the transfer period, we will transfer the remaining balance in the Short Term DCA Fixed Account to the money market Variable Sub-Account unless you request a different investment alternative. No transfers are permitted into the Short Term DCA Fixed Account.

We bear the investment risk for all amounts allocated to the DCA Fixed Account Option and the Short Term DCA Fixed Account Option. That is because we guarantee the current and renewal interest rates we credit to the amounts you allocate to either of these Options, which will never be less than the minimum guaranteed rate in the Contract. Currently, we determine, in our sole discretion, the amount of interest credited in excess of the guaranteed rate. We may declare more than one interest rate for different monies based upon the date of allocation to the DCA Fixed Account Option and the Short Term DCA Fixed Account Option. For current interest rate information, please contact your representative or Allstate Life customer service at 1-800-755-5275.

GUARANTEE PERIODS

Each payment or transfer allocated to a Guarantee Period earns interest at a specified rate that we guarantee for a period of years. Guarantee Periods may range from 1 to 10 years. We are currently offering Guarantee Periods of 1, 3, 5, 7, and 10 years in length. In the future we may offer Guarantee Periods of different lengths or stop offering some Guarantee Periods.

You select the Guarantee Period for each payment or transfer. If you do not select a Guarantee Period, we will assign the same period(s) you selected for your most recent purchase payment(s). Each payment or transfer allocated to a Guarantee Period must be at least \$50. We reserve the right to limit the number of additional purchase payments that you may allocate to this Option.

16 PROSPECTUS

INTEREST RATES. We will tell you what interest rates and Guarantee Periods we are offering at a particular time. We will not change the interest rate that we credit to a particular allocation until the end of the relevant Guarantee Period. We may declare different interest rates for Guarantee Periods of the same length that begin at different times.

We have no specific formula for determining the rate of interest that we will declare initially or in the future. We will set those interest rates based on investment returns available at the time of the determination. In addition, we may consider various other factors in determining interest rates including regulatory and tax requirements, our sales commission and administrative expenses, general economic trends, and competitive factors.

WE DETERMINE THE INTEREST RATES TO BE DECLARED IN OUR SOLE DISCRETION. WE CAN NEITHER PREDICT NOR GUARANTEE WHAT THOSE RATES WILL BE IN THE FUTURE. For current interest rate information, please contact your representative or Allstate Life at 1-800-755-5275.

HOW WE CREDIT INTEREST. We will credit interest daily to each amount allocated to a Guarantee Period at a rate that compounds to the annual interest rate that we declared at the beginning of the applicable Guarantee Period.

THE FOLLOWING EXAMPLE ILLUSTRATES HOW A PURCHASE PAYMENT ALLOCATED TO A GUARANTEED PERIOD WOULD GROW, GIVEN AN ASSUMED GUARANTEE PERIOD AND ANNUAL INTEREST RATE:

Purchase Payment	\$ 10,000
Guarantee Period	5 years
Annual Interest Rate	4.50 %

	END OF CONTRACT YEAR				
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Beginning Contract Value	\$ 10,000.00				
x (1 + Annual Interest Rate)	x 1.045				
	\$ 10,450.00				
Contract Value at end of Contract Year		\$ 10,450.00			
x (1 + Annual Interest Rate)		x 1.045			
		\$ 10,920.25			
Contract Value at end of Contract Year			\$ 10,920.25		
x (1 + Annual Interest Rate)			x 1.045		
			\$ 11,411.66		
Contract Value at end of Contract Year				\$ 11,411.66	
x (1 + Annual Interest Rate)				x 1.045	
				\$ 11,925.19	
Contract Value at end of Contract Year					\$ 11,925.19
x (1 + Annual Interest Rate)					x 1.045
					\$ 12,461.82

TOTAL INTEREST CREDITED DURING GUARANTEE PERIOD = \$2,461.82 (\$12,461.82-\$10,000)

This example assumes no withdrawals during the entire 5-year Guarantee Period. If you were to make a withdrawal, you may be required to pay a withdrawal charge. In addition, the amount withdrawn may be increased or decreased by a Market Value Adjustment that reflects changes in interest rates since the time you invested the amount withdrawn. The hypothetical interest rate is for illustrative purposes only and is not intended to predict future interest rates to be declared under the Contract. Actual interest rates declared for any given Guarantee Period may be more or less than shown above.

RENEWALS. Prior to the end of each Guarantee Period, we will mail you a notice asking you what to do with your money, including the accrued interest. During the 30-day period after the end of the Guarantee Period, you may:

- 1) Take no action. We will automatically apply your money to a new Guarantee Period of the same length as the expiring Guarantee Period. The new Guarantee Period will begin on the day the previous Guarantee Period ends. The new interest rate will be our current declared rate for a Guarantee Period of that length; or
- 2) Instruct us to apply your money to one or more new Guarantee Periods of your choice. The new Guarantee Period(s) will begin on the day the previous Guarantee Period ends. The new interest rate will be our then current declared rate for those Guarantee Periods;
- 3) Instruct us to transfer all or a portion of your money to one or more Variable Sub-Accounts of the Variable Account. We will effect the transfer on the day we receive your instructions. We will not adjust the amount transferred to include a Market Value Adjustment; we will pay interest from the day the Guarantee Period expired until the date of the transfer. The interest will be the rate for the shortest Guarantee Period then being offered; or

17 PROSPECTUS

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- 4) Withdraw all or a portion of your money. You may be required to pay a withdrawal charge, but we will not adjust the amount withdrawn to include a Market Value Adjustment. You may also be required to pay premium taxes and income tax withholding, if applicable. We will pay interest from the day the Guarantee Period expired until the date of withdrawal. The interest will be the rate for the shortest Guarantee Period then being offered. Amounts not withdrawn will be applied to a new Guarantee Period of the same length as the previous Guarantee Period. The new Guarantee Period will begin on the day the previous Guarantee Period ends. 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.

MARKET VALUE ADJUSTMENT. All withdrawals and transfers from a Guarantee Period, other than those taken during the 30 day period after such Guarantee Period expires, are subject to a Market Value Adjustment. A Market Value Adjustment also will apply when you apply amounts currently invested in a Guarantee Period to an Income Plan (unless applied during the 30 day period after such Guarantee Period expires). A Market Value Adjustment may apply in the calculation of the Settlement Value described in the “Death Benefit Amount” section below. We also will not apply a Market Value Adjustment to a withdrawal you make:

- within the Free Withdrawal Amount as described on page 21.
- that qualify for one of the waivers as described on page 21.
- to satisfy the IRS minimum distribution rules for the Contract, or
- a single withdrawal made by a surviving spouse made within one year after continuing the Contract.

We apply the Market Value Adjustment to reflect changes in interest rates from the time you first allocate money to a Guarantee Period to the time you remove it from that Guarantee Period. We calculate the Market Value Adjustment by comparing the Treasury Rate for a period equal to the Guarantee Period at its inception to the Treasury Rate for a period equal to the Guarantee Period when you remove your money. “TREASURY RATE” means the U.S. Treasury Note Constant Maturity Yield as reported in Federal Reserve Board Statistical Release H.15.

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 increase significantly, the Market Value Adjustment and any withdrawal charge, premium taxes, and income tax withholding (if applicable) could reduce the amount you receive upon full withdrawal from a Guaranteed Period to an amount that is less than the purchase payment applied to that period plus interest earned under the Contract.

Generally, if the original Treasury Rate at the time you allocate money to a Guarantee Period is higher than the applicable current Treasury Rate for a period equal to the Guarantee Period, then the Market Value Adjustment will result in a higher amount payable to you, transferred or applied to an Income Plan. Conversely, if the Treasury Rate at the time you allocate money to a Guarantee Period is lower than the applicable Treasury Rate for a period equal to the Guarantee Period, then the Market Value Adjustment will result in a lower amount payable to you, transferred or applied to an Income Plan.

For example, assume that you purchase a Contract and you select an initial Guarantee Period of 5 years and the 5-year Treasury Rate for that duration is 4.50%. Assume that at the end of 3 years, you make a partial withdrawal. If, at that later time, the current 5-year Treasury Rate is 4.20%, then the Market Value Adjustment will be positive, which will result in an increase in the amount payable to you. Conversely, if the current 5-year Treasury Rate is 4.80%, then the Market Value Adjustment will be negative, which will result in a decrease in the amount payable to you.

The formula for calculating Market Value Adjustments is set forth in Appendix B to this prospectus, which also contains additional examples of the application of the Market Value Adjustment.

INVESTMENT ALTERNATIVES: TRANSFERS

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 either the Short-Term Dollar Cost Averaging Fixed Account or the Dollar Cost Averaging Fixed Account Options. You may request transfers in writing on a form that we provided or by telephone according to the procedure described below. The minimum amount that you may transfer into a Guarantee Period is \$50. We currently do not assess, but reserve the right to assess, a \$10 charge on each transfer in excess of 12 per Contract Year. All transfers to or from more than one Portfolio on any given day counts as one transfer.

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. Central Time 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 for up to six months from the date we receive your request. If we decide to postpone transfers 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.

If you transfer an amount from a Guarantee Period other than during the 30 day period after such Guarantee Period expires, we will increase or decrease the amount by a Market Value Adjustment.

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. In addition, you will have a limited ability to make transfers from the Variable Sub-Accounts to increase the proportion of your income payments consisting of fixed income payments. You may not, however, convert any portion of your right to receive fixed income payments into variable income payments. If you choose an Income Plan that depends on any person's life, you may not make any transfers for the first 6 months after the Payout Start Date. Thereafter, you may make transfers among the Variable Sub-Accounts or make transfers from the Variable Sub-Accounts to increase the proportion of your income payments consisting of fixed income payments. Your transfers must be at least 6 months apart.

TELEPHONE TRANSFERS

You may make transfers by telephone by calling 1-800-755-5275. 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 at any telephone number other than the number that appears in this paragraph or received after the close of trading on the Exchange.

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. 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, not all market timing or excessive trading is identifiable or preventable. 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 first occurs. To the extent that such trading activity occurs prior to detection and the imposition of trading restrictions, 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, 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.

19 PROSPECTUS

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 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 Sub-account underlying portfolios that we have identified as being susceptible to market timing activities;
- 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 Sub-account underlying portfolio.

If we determine that a contract owner has engaged in market timing or excessive trading activity, we will restrict that contract owner from making future additions or transfers into the impacted Sub-account(s). If we determine that a contract owner has engaged in a pattern of market timing or excessive trading activity involving multiple Sub-accounts, we will also require that all future transfer requests be submitted through regular U.S. mail thereby refusing to accept transfer requests via telephone, facsimile, Internet, or overnight delivery. Any Sub-account or transfer restrictions will be uniformly applied.

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.

DOLLAR COST AVERAGING PROGRAM

Through our Dollar Cost Averaging Program, you may automatically transfer a fixed dollar amount every month during the Accumulation Phase from the Short Term DCA Fixed Account or the DCA Fixed Account, to any Variable Sub-Account. You may not use the Dollar Cost Averaging Program to transfer amounts to the Guarantee Periods.

We will not charge a transfer fee for transfers made under this Program, nor will such transfer 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 Variable Sub-Account may cause a shift in the percentage you allocated to each Variable 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. We will not include money you allocate to the Fixed Account Options in the Automatic Portfolio Rebalancing Program.

We will rebalance your account each quarter 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 request. We are not responsible for rebalancing that occurs prior to receipt 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 Fidelity VIP High Income Variable Sub-Account and 60% to be in the AIM V.I. Growth Variable 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 Fidelity VIP High Income Variable Sub-Account now represents 50% of your holdings because of its increase in value. If you choose to have your holdings rebalanced quarterly, on the first day of the next quarter, we would sell some of your units in the Fidelity VIP High Income Variable Sub-Account and use the money to buy more units in the AIM V.I. Growth Variable Sub-Account so that the percentage allocations would again be 40% and 60% respectively.

The Automatic Portfolio Rebalancing Program is available only during the Accumulation Phase. 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 better performing segments.

20 PROSPECTUS

EXPENSES

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 \$35 contract maintenance charge from your Contract Value invested in each Variable Sub-Account in proportion to the amount invested. If you surrender your Contract, we will deduct the contract maintenance charge pro rated for the part of the Contract Year elapsed, unless your Contract qualifies for a waiver, described below.

The charge is to compensate us for the cost of administering the Contracts and the Variable Account. Maintenance costs include expenses we incur 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. However, we will waive this charge if, as of the Contract Anniversary or upon full surrender:

- total purchase payments equal \$50,000 or more, or
- all money is allocated to the Fixed Account.

In addition, we will waive the Contract Maintenance Charge if total purchase payments are \$50,000 or more as of the Payout Start Date.

MORTALITY AND EXPENSE RISK CHARGE

We deduct a mortality and expense risk charge daily at an annual rate of 1.05% of the average daily net assets you have invested in the Variable Sub-Accounts (1.27% if you select the Enhanced Death Benefit Rider, 1.49% if you selected the Enhanced Death and Income Combination Rider, and 1.55% if you select the Enhanced Death and Income Benefit Combination Rider II). 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 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 Enhanced Death Benefit Rider, the Enhanced Death and Income Benefit Combination Rider and the Enhanced Death and Income Benefit Combination Rider II to compensate us for the additional risk that we accept by providing these options. We guarantee that we will not raise the mortality and expense risk charge. We assess the mortality and expense risk charge during both the Accumulation Phase and the Payout Phase.

ADMINISTRATIVE EXPENSE CHARGE

We deduct an administrative expense charge daily at an annual rate of 0.10% 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 guarantee that we will not raise this charge.

TRANSFER FEE

We do not currently impose a fee upon transfers among the investment alternatives. However, we reserve the right to charge \$10 per transfer after the 12th transfer in each Contract Year. We will not charge a transfer fee on transfers that are part of a Dollar Cost Averaging or Automatic Portfolio Rebalancing Program.

WITHDRAWAL CHARGE

We may assess a withdrawal charge of up to 6% of the purchase payment(s) you withdraw. The charge declines to 0% over a 6 year period that begins on the day we receive your payment. Beginning on January 1, 2004, 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. A schedule showing how the charge declines is shown on page 7. During each Contract Year, you can withdraw up to 15% of the aggregate amount of your purchase payments without paying the charge. Unused portions of this "FREE WITHDRAWAL AMOUNT" are not carried forward to future Contract Years. We will deduct withdrawal charges, if applicable, from the amount paid. For purposes of calculating the withdrawal charge, we will treat withdrawals as coming from the oldest purchase payments first. However, for

federal income tax purposes, please note that withdrawals are considered to have come first from earnings, which means you pay taxes on the earnings portion of your withdrawal. We do not apply a withdrawal charge in the following situations:

- on the Payout Start Date (a withdrawal charge may apply if you terminate income payments to be received for a specified period;
- on the death of the Contract Owner, or the Annuitant, if the Contract Owner is not a natural person (unless the Settlement Value is used to determine the death benefit);
- withdrawals taken to satisfy IRS minimum distribution rules for the Contract; or

21 PROSPECTUS

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- withdrawals that qualify for one of the waivers as 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 of earnings are taxed as ordinary income and, if taken prior to age 59½ may be subject to an additional 10% federal tax penalty and a Market Value Adjustment. You should consult your own tax counsel or other tax advisers regarding any withdrawals.

CONFINEMENT WAIVER. We will waive the withdrawal charge and any Market Value Adjustment on all withdrawals taken prior to the Payout Start Date under your Contract if the following conditions are satisfied:

1. You or the Annuitant, if the Contract Owner is not a natural person, are 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. You request the withdrawal and provide written proof of the stay no later than 90 days following the end of your or the Annuitant's stay at the long term care facility or hospital; and
3. A physician must have prescribed the stay and the stay must be medically necessary (as defined in the Contract).

You may not claim this benefit if you, the Annuitant, or a member of your or the Annuitant's immediate family, is the physician prescribing your or the Annuitant's stay in a long term care facility.

TERMINAL ILLNESS WAIVER. We will waive the withdrawal charge and any Market Value Adjustment on all withdrawals taken prior to the Payout Start Date under your Contract if:

1. you or the Annuitant (if the Contract Owner is not a natural person) are first diagnosed with a terminal illness at least 30 days after the Issue Date; and
2. you claim this benefit and deliver adequate proof of diagnosis to us.

UNEMPLOYMENT WAIVER. We will waive the withdrawal charge and any Market Value Adjustment on one partial or a full withdrawal taken prior to the Payout Start Date under your Contract, if you meet the following requirements:

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

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 need to pay our withdrawal charge or a Market Value Adjustment because of these waivers, you still may be required to pay taxes or tax penalties on the amount withdrawn. You should consult your tax adviser 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. At our discretion, we may 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, if applicable, 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 such 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 beginning on page 33.

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 accompanying prospectuses for the

Portfolios. For a summary of current estimates of maximum and minimum amounts for those charges and expenses, see page 7. We may receive compensation from the investment advisers or administrators of the Portfolios in connection with the administrative services we provide to the Portfolios.

ACCESS TO YOUR MONEY

You can withdraw some or all of your Contract Value at any time prior to the Payout Start Date. 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 Market Value Adjustment, less any withdrawal charges, contract maintenance charges, income tax withholding, penalty tax, 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 Options. To complete a partial withdrawal from the Variable Account, we will cancel Accumulation Units in an amount equal to the withdrawal and any applicable withdrawal charge and premium taxes. You have the opportunity to name the investment alternative(s) from which you are taking the withdrawal. If none is specified, we will deduct your withdrawal pro rata from the investment alternatives according to the value of your investments therein.

In general, you must withdraw at least \$50 at a time. You also may withdraw a lesser amount if you are withdrawing your entire interest in a Variable Sub-Account. If you request a total withdrawal, we may require you to return your Contract to us. 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.

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.

In addition, we may delay payments or transfers from the Fixed Account Options for up to 6 months (or shorter period if required by law). If we delay payment 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. The minimum amount of each systematic withdrawal is \$50. At our discretion, systematic withdrawals may not be offered in conjunction with the Dollar Cost Averaging Program or Automatic Portfolio Rebalancing Program.

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. 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 \$2,000, we may treat it as a request to withdraw your entire Contract Value. 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. Before terminating any Contract whose value has been previously reduced by withdrawals to less than \$2,000, we will inform you in writing of our intention to terminate your Contract and give you at least 30 days in which to make an additional purchase payment to restore your Contract's value to the contractual minimum of \$2,000. 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.

23 PROSPECTUS

INCOME PAYMENTS

PAYOUT START DATE

You select the Payout Start Date in your application. The "PAYOUT START DATE" is the day that we apply your money to an Income Plan. The Payout Start Date must be:

- at least 30 days after the Issue Date; and
- no later than the day the Annuitant reaches age 90, 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 scheduled payments to you or someone you designate. You may choose and change your choice of Income Plan until 30 days before the Payout Start Date. If you do not select an Income Plan, we will make income payments in accordance with Income Plan 1 with guaranteed payments for 10 years. Three Income Plans are available under the Contract. Each is available to provide:

- 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 investment 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 59½ may be subject to an additional 10% federal tax penalty.

The three Income Plans are:

INCOME PLAN 1 - LIFE INCOME WITH GUARANTEED PAYMENTS. Under this plan, we make periodic income payments for at least as long as the Annuitant lives. If the Annuitant dies before we have made all of the guaranteed income payments, we will continue to pay the remainder of the guaranteed income payments as required by the Contract.

INCOME PLAN 2 - JOINT AND SURVIVOR LIFE INCOME WITH GUARANTEED PAYMENTS. Under this plan, we make periodic income payments for at least as long as either the Annuitant or the joint Annuitant is alive. If both the Annuitant and the joint Annuitant die before we have made all of the guaranteed income payments, we will continue to pay the remainder of the guaranteed income payments as required by the Contract.

INCOME PLAN 3 - GUARANTEED PAYMENTS FOR A SPECIFIED PERIOD (5 YEARS TO 30 YEARS). Under this plan, we make periodic income payments for the period you have chosen. These payments do not depend on the Annuitant's life. You may elect to receive guaranteed payments for periods ranging from 5 to 30 years. Income payments for less than 120 months may be subject to a withdrawal charge. We will deduct the mortality and expense risk charge from the Variable Sub-Account assets that support variable income payments even though we may not bear any mortality risk.

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 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 minimum specified period for guaranteed payments, the income payments generally will be greater than the income payments made under the same Income Plan with a minimum specified period for guaranteed payments. If you choose Income Plan 1 or 2, or, if available, another 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 are alive before we make each payment.

Please note that under such Income Plans, if you elect to take no minimum guaranteed payments, it is possible that the payee could receive only 1 income payment if the Annuitant and any joint Annuitant both die before the second income payment, or only 2 income payments if they die before the third income payment, and so on.

Generally, you may not make withdrawals after the Payout Start Date. One exception to this rule applies if you are receiving variable income payments that do not depend on the life of the Annuitant (such as under Income Plan 3). In that case you may terminate all or part of the Variable Account portion of the income payments at any time and receive a lump sum equal to the present value of the remaining variable payments associated with the amount withdrawn. The minimum amount you may withdraw under this feature is \$1,000. A withdrawal charge may apply. We deduct applicable premium taxes from the Contract Value at the Payout Start Date.

We may make other Income Plans available.

If you elected the Enhanced Death and Income Benefit Combination Rider or the Enhanced Death and Income Benefit Combination Rider II, you may be able to apply an amount greater than your Contract Value to an Income Plan. You must apply at least the Contract Value in the Fixed Account on the Payout Start Date to fixed income payments. If you wish to apply any portion of your Fixed Account balance to provide variable income payments, you should plan ahead and transfer that amount to the Variable Sub-Accounts prior to the Payout

24 PROSPECTUS

Start Date. If you do not tell us how to allocate your Contract Value among fixed and variable income payments, we will apply your Contract Value in the Variable Account to variable income payments and your Contract Value in the Fixed Account to fixed income payments. We will apply your Contract Value, adjusted by any applicable Market Value Adjustment, less applicable taxes to your Income Plan on the Payout Start Date. If the amount available to apply under an Income Plan is less than \$2,000, or not enough to provide an initial payment of at least \$20, 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) actual mortality experience and (b) the amount of our administration expenses.

We cannot predict the total amount of your variable income payments. Your variable income payments 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) the Annuitant could live longer or shorter than we expect based on the tables we use.

In calculating the amount of the periodic payments in the annuity tables in the Contract, we assumed an annual investment rate of 3%. If the actual net investment return of the Variable Sub-Accounts you choose is less than this assumed investment rate, 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 assumed investment rate. The dollar amount of the variable income payments stays level if the net investment return equals the assumed investment rate.

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

FIXED INCOME PAYMENTS

We guarantee income payment amounts derived from any Fixed Account Option for the duration of the Income Plan. We calculate the fixed income payments by:

1. adjusting the portion of the Contract Value in any Fixed Account Option on the Payout Start Date by any applicable Market Value Adjustment;
2. deducting any applicable premium tax; and
3. applying the resulting amount to the greater of (a) the appropriate value from the income payment table in your Contract or (b) such other value as we are offering at that time.

We may defer making fixed income payments for a period of up to 6 months or any 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.

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 to be 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 purchase of a Contract is appropriate.

DEATH BENEFITS

DEATH OF OWNER

If you die before the Payout Start Date, any surviving joint Contract Owner or, if none, the Beneficiary will be designated the new Contract Owner and will be entitled to the options described below. If the new Contract Owner previously was the Beneficiary, however, the new Contract Owner's options will be subject to any restrictions previously placed upon the Beneficiary.

The claim for death benefits must be submitted to us within 180 days of the relevant death in order to claim the standard or enhanced death benefit. If a complete claim is not submitted within 180 days of the relevant death, the claimant will receive the greater of Contract Value or the Settlement Value. (See "Death Proceeds" below).

1. If your spouse is the sole surviving Contract Owner or, in the absence of any surviving Contract Owner, is the sole Beneficiary:
 - (a) Your spouse may elect to receive the Death Proceeds in a lump sum; or
 - (b) Your spouse may elect to receive the Death Proceeds paid out under one of the Income Plans (described in "Income Payments" above) subject to the following conditions:

25 PROSPECTUS

The Payout Start Date must be within one year of your date of death. Income payments must be payable:

- (i) over the life of your spouse; or
- (ii) for a guaranteed number of payments from 5 to 50 years but not to exceed the life expectancy of your spouse; or
- (iii) over the life of your spouse with a guaranteed number of payments from 5 to 30 years but not to exceed the life expectancy of your spouse.
- (c) If your spouse does not elect one of these options, the Contract will continue in the Accumulation Phase as if the death had not occurred. If the Contract is continued in the Accumulation Phase, the following conditions apply:

The Contract Value of the continued Contract will be the Death Proceeds. 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. The excess will be allocated in proportion to your Contract Value in those Sub-accounts as of the end of the Valuation Period during which we receive the complete request for settlement of the Death Proceeds, except that any portion of this excess attributable to the Fixed Account Options will be allocated to the money market Variable Sub-account. Within 30 days of the date the Contract is continued, your surviving spouse may choose one of the following transfer alternatives without incurring a transfer fee:

- (i) transfer all or a portion of the excess among the Variable Sub-accounts;
- (ii) transfer all or a portion of the excess into the Guaranteed Maturity Fixed Account and begin a new Guarantee Period; or
- (iii) transfer all or a portion of the excess into a combination of Variable Sub-accounts and the Guaranteed Maturity Fixed Account.

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 the Contract.

The surviving spouse may make a single withdrawal of any amount within one year of the date of your death without incurring a Withdrawal Charge or Market Value Adjustment.

Prior to the Payout Start Date, the Death Benefit of the continued Contract will be as defined in the Death Benefit provision.

Only one spousal continuation is allowed under the Contract.

2. If the new Contract Owner is not your spouse but is a living person:

- (a) The new Contract Owner may elect to receive the Death Proceeds in a lump sum; or
- (b) The new Contract Owner may elect to receive the Death Proceeds paid out under one of the Income Plans (described in "Income Payments" above) subject to the following conditions:

The Payout Start Date must be within one year of your date of death. Income Payments must be payable:

- (i) over the life of the new Contract Owner; or
- (ii) for a guaranteed number of payments from 5 to 50 years but not to exceed the life expectancy of the new Contract Owner; or

- (iii) over the life of the new Contract Owner with a guaranteed number of payments from 5 to 30 years but not to exceed the life expectancy of the new Contract Owner.
- (c) If the new Contract Owner does not elect one of the options above, then the new Contract Owner must receive the Contract Value payable within 5 years of your date of death. On the date we receive the complete request for settlement of the Death Proceeds, the Contract Value will be the Death Proceeds. Unless otherwise instructed by the new Contract Owner, the excess, if any, of the Death Proceeds over the Contract Value will be allocated to the money market Variable Sub-Account. Henceforth, the new Contract Owner may make transfers (as described in “Transfers During the Payout Phase” above) during this 5 year period.

The new Contract Owner may not make additional purchase payments to the Contract under this election. Withdrawal Charges will be waived for any withdrawals made during this 5 year period.

We reserve the right to offer additional options upon the death of the Contract Owner.

If the new Contract Owner dies prior to the complete liquidation of the Contract Value, then the new Contract Owner’s named Beneficiary(ies) will receive the greater of the Settlement Value or the remaining Contract Value. This amount must be liquidated as a lump sum within 5 years of the date of the original Contract Owner’s death.

- 3. If the new Contract Owner is a corporation or other type of non-living person:
 - (a) The new Contract Owner may elect to receive the Death Proceeds in a lump sum; or
 - (b) If the new Contract Owner does not elect the option above, then the new Contract Owner must receive the Contract Value payable within 5 years of your date of death. On the date we receive the complete request for settlement of the Death Proceeds, the Contract Value under this option will be the Death Proceeds. Unless otherwise instructed by the new Contract Owner, the excess, if any, of the Death Proceeds over the Contract Value will be allocated to the money market Variable Sub-Account. Henceforth, the new Contract Owner may make transfers (as described in “Transfers During the Payout Phase” above) during this 5 year period.

The new Contract Owner may not make additional purchase payments to the Contract under this election. Withdrawal Charges will be waived during this 5 year period.

We reserve the right to make additional options available to the new Contract Owner upon the death of the Contract Owner.

If any new Contract Owner is a non-living person, all new Contract Owners will be considered to be non-living persons for purposes of these provisions.

Under any of these options, all ownership rights, subject to any restrictions previously placed upon the Beneficiary, are available to the new Contract Owner from the date of your death to the date on which the Death Proceeds are paid.

DEATH OF ANNUITANT

If the Annuitant who is not also the Contract Owner dies prior to the Payout Start Date, the following apply:

1. If the Contract Owner is a living person, then the Contract will continue with a new Annuitant, who will be:

- (a) the youngest Contract Owner; otherwise
- (b) the youngest Beneficiary.

You may change the Annuitant before the Payout Start Date.

2. If the Contract Owner is a non-living person:

- (a) The Contract Owner may elect to receive the Death Proceeds in a lump sum; or
- (b) If the Contract Owner does not elect the option above, then the Contract Owner must receive the Contract Value payable within 5 years of the Annuitant's date of death. On the date we receive the complete request for settlement of the Death Proceeds the Contract Value under this option will be the Death Proceeds. Unless otherwise instructed by the Contract Owner, the excess, if any, of the Death Proceeds over the Contract Value will be allocated to the money market Variable Sub-Account. Henceforth, the Contract Owner may make transfers (as described in "Transfers During the Payout Phase" above) during this 5 year period.

The new Contract Owner may not make additional purchase payments to the Contract under this election. Withdrawal Charges will be waived during this 5 year period.

We reserve the right to make additional options available to the Contract Owner upon the death of the Annuitant.

Under any of these options, all ownership rights are available to the non-living Contract Owner from the date of the Annuitant's death to the date on which the Death Proceeds are paid.

DUE PROOF OF DEATH

A claim for a distribution on death must include Due Proof of Death. We will accept the following documentation as "Due Proof of Death":

- a certified copy of a 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 BENEFIT PAYMENTS

DEATH PROCEEDS

If we receive a complete request for settlement of the Death Proceeds within 180 days of the date of your death, the Death Proceeds are equal to the applicable death benefit described below. Otherwise, the Death Proceeds are equal to the greater of the Contract value or the Settlement Value.

We reserve the right to extend, on a non-discriminatory basis, the 180-day period in which the Death Proceeds will equal the applicable death benefit as described above.

This right applies only for the purposes of determining the amount payable as Death Proceeds and in no way restricts when a claim may be filed.

DEATH BENEFIT AMOUNT

Prior to the Payout Start Date, the death benefit is equal to the greatest of:

1. the Contract Value as of the date we determine the value of the death benefit, or
2. the SETTLEMENT VALUE (that is, the amount payable on a full withdrawal of Contract Value) on the date we determine the value of the death benefit, or
3. the Contract Value on each DEATH BENEFIT ANNIVERSARY prior to the date we determine the death benefit, increased by purchase payments made since that Death Benefit Anniversary and reduced by an adjustment for any partial withdrawals since that Death Benefit Anniversary.

In calculating the Settlement Value, the amount in each individual Guarantee Period may be subject to a Market Value Adjustment. A Market Value Adjustment will apply to amounts in a Guarantee Period, unless we calculate the Settlement Value during the 30-day period after the expiration of the Guarantee Period. Also, the Settlement Value will reflect the deduction of any applicable withdrawal charges, contract maintenance charges, and premium taxes. Contract maintenance charges will be pro rated for the part of the Contract Year elapsed as of the date we determine the Settlement Value, unless your Contract qualifies for a waiver of such charges described in the "Contract Maintenance Charge" section above.

A "Death Benefit Anniversary" is every seventh Contract Anniversary beginning with the Issue Date. For example, the Issue Date, 7th and 14th Contract Anniversaries are the first 3 Death Benefit Anniversaries.

The withdrawal adjustment is equal to (a) divided by (b), with the result multiplied by (c), where:

- (a) = is the withdrawal amount;
- (b) = is the Contract Value immediately prior to the withdrawal; and
- (c) = is the Contract Value on the Death Benefit Anniversary adjusted by any prior purchase payments (or withdrawals) made since that Anniversary.

We will determine the value of the death benefits as of the end of the Valuation Date on which we receive a complete request for payment of the death benefit. If we receive a request after 3 p.m. Central Time on a Valuation Date, we will process the request as of the end of the following Valuation Date.

OPTIONAL RIDERS

We offer two optional riders: an Enhanced Death Benefit Rider and an Enhanced Death and Income Benefit Combination Rider II. You may elect to add either or no Rider to your Contract; you may not add both. If you elect an optional Rider, we will charge you a higher mortality and expense risk charge. We may discontinue offering either or both of these Riders at any time. The benefits under these Riders are described below.

Before September 22, 2000, we offered the Enhanced Death and Income Benefit Combination Rider. We no longer offer it with this Contract. However, it also is described below for the convenience of Contract Owners who purchased it when it was available.

ENHANCED DEATH BENEFIT RIDER

You may elect the Enhanced Death Benefit Rider if the oldest Contract Owner and Annuitant are no older than age 80 as of the date we receive the completed application or written request to add the Rider.

If the Contract Owner is a living individual, the enhanced death benefit applies only upon the death of the Contract Owner. If the Contract Owner is not a living individual, the enhanced death benefit applies only upon the death of the Annuitant. For Contracts with the Enhanced Death Benefit Rider, the death benefit will be the greatest of (1) through (3) above, or (4) the enhanced death benefit. The enhanced death benefit is equal to the greater of the Enhanced Death Benefit A or Enhanced Death Benefit B. Enhanced Death Benefit B may not be available in all states. The enhanced death benefit will never be greater than the maximum death benefit allowed by any state non forfeiture laws that govern the Contract.

ENHANCED DEATH BENEFIT A. At issue, Enhanced Death Benefit A is equal to the initial purchase payment. After issue, Enhanced Death Benefit A is the greatest of the ANNIVERSARY VALUES as of the date we determine the death benefit. The "Anniversary Value" is equal to the Contract Value on a Contract Anniversary, increased by purchase payments made since that Anniversary and reduced by an adjustment for any partial withdrawals since that Anniversary.

The adjustment is equal to (a) divided by (b), and the result multiplied by (c) where:

- (a) = is the withdrawal amount,
- (b) = is the Contract Value immediately prior to the withdrawal, and
- (c) = is the most recently calculated Enhanced Death Benefit A.

We will calculate Anniversary Values for each Contract Anniversary prior to the oldest Contract Owner's or the Annuitant's, if the Contract Owner is not a natural person, 85th birthday. After age 85, we will recalculate Enhanced Death Benefit A for purchase payments and withdrawals.

ENHANCED DEATH BENEFIT B. The Enhanced Death Benefit B is equal to total purchase payments made reduced by a withdrawal adjustment, as defined below. Each purchase payment and each withdrawal adjustment will accumulate daily at a rate equivalent to 5% per year until the earlier of:

- the date we determine the death benefit, or
- the first day of the month following the oldest Contract Owner's or, if the Contract Owner is not a natural person, the Annuitant's, 85th birthday.

The adjustment is equal to (a) divided by (b), and the result multiplied by (c) where:

- (a) = the withdrawal amount,
- (b) = is the Contract Value immediately prior to the withdrawal, and
- (c) = is the most recently calculated Enhanced Death Benefit B.

ENHANCED DEATH AND INCOME BENEFIT COMBINATION RIDER. (FOR CONTRACTS ISSUED BEFORE SEPTEMBER 22, 2000) The enhanced death benefit portion of the Enhanced Death and Income Benefit Combination Rider is as described above under "Enhanced Death Benefit Rider."

The enhanced income benefit guarantees that the amount of income payments you receive will not be less than those determined by applying the value of the enhanced death benefit on the Payout Start Date to the minimum guaranteed rate (rather than to any current rates we may be offering) for the Income Plan you select.

The enhanced income benefit will apply if the Contract owner elects a Payout Start Date that:

- is on or after the tenth Contract Anniversary, and
- is prior to the Annuitant's 90th Birthday.

On the Payout Start Date, you may apply the greater of the Contract Value or the enhanced income benefit to the Payout Phase of the Contract. No Market Value Adjustment will be applied to the enhanced income benefit amount. The enhanced income benefit will only apply if the Income Plan selected provides payments guaranteed for either a single or joint lives with a period certain of at least:

- 10 years, if the youngest Annuitant's age is 80 or less on the date the amount is applied; or
- 5 years, if the youngest Annuitant's age is greater than 80 on the date the amount is applied.

If, however, you apply the Contract Value and not the enhanced income benefit to the Income Plan, then you may select any Income Plan we offer at that time.

ENHANCED DEATH AND INCOME BENEFIT COMBINATION RIDER II (FOR CONTRACTS ISSUED ON OR AFTER SEPTEMBER 22, 2000). Instead of the Enhanced Death Benefit Rider, you may choose the Enhanced Death and Income Benefit Combination Rider II. The Enhanced Death and Income Benefit Combination Rider II may not be available in all states.

The enhanced death benefit portion of the Enhanced Death and Income Benefit Combination Rider II is as described above under "Enhanced Death Benefit Rider."

The enhanced income benefit guarantees that the amount of income payments you receive will not be less than those determined by applying the value of the enhanced death benefit on the Payout Start Date to the minimum guaranteed rate (rather than to any current rates we may be offering) for the Income Plan you select.

The guaranteed income benefit amount is determined by applying the enhanced income benefit amount less any applicable taxes to the guaranteed rates for the Income Plan you elect. The Income Plan you elect must satisfy the conditions described below.

The enhanced income benefit will apply if the Contract Owner elects a Payout Start Date that:

- is on or after the tenth Contract Anniversary, and
- occurs during the 30 day period following a Contract Anniversary.

On the Payout Start Date, you may apply the greater of the Contract Value or the enhanced income benefit to the Payout Phase of the Contract. No Market Value Adjustment will be applied to the enhanced income benefit amount. The enhanced income benefit will only apply if the Income Plan selected provides payments guaranteed for either a single or joint lives with a period certain of at least:

- 10 years, if the youngest Annuitant's age is 80 or less on the date the amount is applied; or
- 5 years, if the youngest Annuitant's age is greater than 80 on the date the amount is applied.

You must elect to receive fixed income payments, which will be calculated using the appropriate Guaranteed Income Payment table provided in your Contract.

If, however, you apply the Contract Value and not the enhanced income benefit to the Income Plan, then you may select any Income Plan we offer at that time. If you expect to apply your Contract Value to variable income payment options or to current annuity payment rates then in effect, electing the enhanced income benefit may not be appropriate.

The enhanced income benefit only applies to the determination of income payments under Income Plans in the circumstances described above. This benefit does not guarantee Contract Value or investment performance. This benefit does not enhance the amounts you receive in partial withdrawal or surrenders. If you surrender your Contract, you will not receive any benefit under this Rider.

MORE INFORMATION

ALLSTATE LIFE

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. Prior to January 1, 2005, Glenbrook Life and Annuity Company (“Glenbrook Life”) issued the Contract. Effective January 1, 2005, Glenbrook Life merged with Allstate Life (“Merger”). On the date of the Merger, Allstate Life acquired from Glenbrook Life all of Glenbrook Life’s assets and became directly liable for Glenbrook Life’s liabilities and obligations with respect to all contracts issued by Glenbrook Life. 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.

THE VARIABLE ACCOUNT

Allstate Life established the Allstate Financial Advisors Separate Account I in 1999. The Contracts were previously issued through the Glenbrook Life Multi-

Manager Variable Account. Effective January 1, 2005, Glenbrook Life Multi-Manager Variable Account and Glenbrook Life and Annuity Company Separate Account A combined with Allstate Financial Advisors Separate Account I 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 Variable 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 Portfolio. 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. ALFS, Inc. (“ALFS”), located at 3100 Sanders Road, Northbrook, IL 60062-7154, serves as principal underwriter of the Contracts. ALFS is a wholly owned subsidiary of Allstate Life. ALFS is a registered broker dealer under the Securities and Exchange Act of 1934, as amended (“EXCHANGE ACT”), and is a member of the NASD.

30 PROSPECTUS

We will pay commissions to broker-dealers who sell the contracts. Commissions paid may vary, but we estimate that the total commissions paid on all Contract sales will not exceed 8% of all purchase payments. These commissions are intended to cover distribution expenses. Sometimes, we also pay the broker-dealer a persistency bonus in addition to the standard commissions. A persistency bonus is not expected to exceed 0.25%, on an annual basis, of the Contract Values considered in connection with the bonus. In some states, Contracts may be sold by representatives or employees of banks which may be acting as broker-dealers without separate registration under the Exchange Act, pursuant to legal and regulatory exceptions.

Allstate Life does not pay ALFS a commission for distribution of the Contracts. The underwriting agreement with ALFS provides that we will reimburse ALFS for any liability to Contract Owners arising out of services rendered or Contracts issued.

ADMINISTRATION. We have primary responsibility for all administration of the Contracts and the Variable Account. 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 and transaction confirmations at least annually. 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. 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 reserve the right to 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.

NON-QUALIFIED 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 state insurance law pertaining to the Contracts, including the validity of the Contracts and Allstate Life's right to issue such Contracts under state insurance law, have been passed upon by Michael J. Velotta, General Counsel of Allstate Life.

TAXES

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 surviving Contract Owner. Since the trust will be the surviving Contract Owner in all cases, the Death Benefit will be payable to the trust notwithstanding any beneficiary designation on the annuity contract. A trust, 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

33 PROSPECTUS

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.

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.

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 full 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.

34 PROSPECTUS

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 a ruling that permits partial exchanges of annuity contracts. Under this ruling, if you take a withdrawal from a receiving or relinquishing annuity contract within 24 months of the partial exchange, then special aggregation rules apply for purposes of determining the taxable amount of a distribution. The IRS has issued limited guidance on how to aggregate and report these distributions. The IRS is expected to provide further guidance; as a result, it is possible that the amount we calculate and report to the IRS as taxable could be different.

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, 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, Section 1441 of the Code 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. 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 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.

35 PROSPECTUS

TAX QUALIFIED CONTRACTS

The income on tax sheltered annuity (TSA) and IRA investments is tax deferred, and the income on variable 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 a variable annuity as a TSA or IRA. Tax Qualified Contracts are contracts purchased as investments as:

- Individual Retirement Annuities (IRAs) under Section 408(b) of the Code;
- Roth IRAs under Section 408A of the Code;
- Simplified Employee Pension (SEP IRA) under Section 408(k) of the Code;
- Savings Incentive Match Plans for Employees (SIMPLE IRA) under Section 408(p) of the Code; and
- Tax Sheltered Annuities under Section 403(b) of the Code.

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.

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 retirement plan.

In the case of certain qualified plans, the terms of 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 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. All tax reporting of distributions from Roth IRAs will indicate that the taxable amount is not determined.

REQUIRED MINIMUM DISTRIBUTIONS. Generally, IRAs (excluding Roth IRAs) and TSAs 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. 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.

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 403(b) 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:

36 PROSPECTUS

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- 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), and
 - made for a first time home purchase (up to a \$10,000 lifetime limit and applies only for IRAs).

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, 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 employer sponsored retirement plans, 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.

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, Section 1441 of the Code 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. 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 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.

INDIVIDUAL RETIREMENT ANNUITIES. Section 408 of the Code 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 plans may be "rolled over" on a tax-deferred basis into an Individual Retirement Annuity.

ROTH INDIVIDUAL RETIREMENT ANNUITIES. Section 408A of the Code permits eligible individuals to make nondeductible contributions to an individual retirement program known as a Roth Individual Retirement Annuity.

37 PROSPECTUS

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. The income portion of a conversion or rollover distribution is taxable currently, but is exempted from the 10% penalty tax on premature distributions.

ANNUITIES HELD BY INDIVIDUAL RETIREMENT ACCOUNTS (COMMONLY KNOWN AS CUSTODIAL

IRAS). Internal Revenue 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.

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 annuity 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. Section 408(k) of the Code 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). Section 408(p) of the Code allow 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.

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. Section 403(b) of the Code 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 Employee Retirement Income Security Act of 1974 (ERISA) funds in 403(b) contracts.

ANNUAL REPORTS AND OTHER DOCUMENTS

Allstate Life's annual report on Form 10-K for the year ended December 31, 2003 and its Form 10-Q reports for the quarters ended March 31, 2004, June 30, 2004, and September 30, 2004 are incorporated herein by reference which means that they are legally a part of this prospectus.

After the date of this prospectus and before we terminate the offering of the securities under this prospectus, all documents or reports we file with the SEC under the Exchange Act are also incorporated herein by reference, which means that they also legally become 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 and quarterly reports on Form 10-K and Form 10-Q 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 450 Fifth Street, N.W., Washington, D.C. 20549. 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 2940 S. 84TH STREET, LINCOLN, NE 68506-4142 (telephone: 1-800-755-5275).

39 PROSPECTUS

APPENDIX A

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT SINCE CONTRACTS WERE FIRST OFFERED*

BASIC POLICY

For the Years Beginning January 1 and Ending December 31,*	1998	1999	2000	2001	2002
AIM V.I. BALANCED SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.73	\$ 12.66	\$ 11.99	\$ 10.50
Accumulation Unit Value, End of Period	\$ 10.73	\$ 12.66	\$ 11.99	\$ 10.50	\$ 8.605
Number of Units Outstanding, End of Period	0	7,487	52,646	90,025	79,599
AIM V.I. CORE EQUITY SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.36	\$ 15.09	\$ 12.74	\$ 9.72
Accumulation Unit Value, End of Period	\$ 11.36	\$ 15.09	\$ 12.74	\$ 9.72	\$ 8.112
Number of Units Outstanding, End of Period	0	12,180	53,747	73,192	55,166
AIM V.I. DIVERSIFIED INCOME SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.22	\$ 9.91	\$ 9.87	\$ 10.10
Accumulation Unit Value, End of Period	\$ 10.22	\$ 9.91	\$ 9.87	\$ 10.10	\$ 10.219
Number of Units Outstanding, End of Period	0	721	721	721	80,837
AIM V.I. GOVERNMENT SECURITIES SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.38	\$ 9.85	\$ 10.73	\$ 11.28
Accumulation Unit Value, End of Period	\$ 10.38	\$ 9.85	\$ 10.73	\$ 11.28	\$ 12.228
Number of Units Outstanding, End of Period	0	0	2,954	12,908	18,116
AIM V.I. GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.83	\$ 15.82	\$ 12.43	\$ 8.12
Accumulation Unit Value, End of Period	\$ 11.83	\$ 15.82	\$ 12.43	\$ 8.12	\$ 5.545
Number of Units Outstanding, End of Period	0	13,275	69,688	57,165	41,008
AIM V.I. INTERNATIONAL GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.68	\$ 16.38	\$ 11.92	\$ 9.00
Accumulation Unit Value, End of Period	\$ 10.68	\$ 16.38	\$ 11.92	\$ 9.00	\$ 7.510
Number of Units Outstanding, End of Period	0	0	4,196	4,353	3,644
AIM V.I. PREMIER EQUITY SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.52	\$ 14.80	\$ 12.49	\$ 10.79
Accumulation Unit Value, End of Period	\$ 11.52	\$ 14.80	\$ 12.49	\$ 10.79	\$ 7.442
Number of Units Outstanding, End of Period	0	42,074	115,418	133,037	99,724
DREYFUS SOCIALLY RESPONSIBLE SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.79	\$ 14.40	\$ 12.66	\$ 9.692
Accumulation Unit Value, End of Period	\$ 10.79	\$ 14.40	\$ 12.66	\$ 9.692	\$ 6.808
Number of Units Outstanding, End of Period	0	3,130	5,459	2,854	2,119
DREYFUS STOCK INDEX SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.87	\$ 12.97	\$ 11.63	\$ 10.098
Accumulation Unit Value, End of Period	\$ 10.87	\$ 12.97	\$ 11.63	\$ 10.098	\$ 7.750
Number of Units Outstanding, End of Period	0	9,930	23,030	17,916	18,764

DREYFUS VIF GROWTH AND INCOME SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.65	\$ 12.47	\$ 11.86	\$ 11.078
Accumulation Unit Value, End of Period	\$ 10.65	\$ 12.47	\$ 11.86	\$ 11.078	\$ 8.148
Number of Units Outstanding, End of Period	0	2,680	3,326	13,021	12,290

DREYFUS VIF MONEY MARKET SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.05	\$ 10.40	\$ 10.91	\$ 11.211
Accumulation Unit Value, End of Period	\$ 10.05	\$ 10.40	\$ 10.91	\$ 11.211	\$ 11.245
Number of Units Outstanding, End of Period	0	0	0	33,552	21,895

FIDELITY VIP CONTRAFUND(R) SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.66	\$ 14.33	\$ 13.23	\$ 11.473
Accumulation Unit Value, End of Period	\$ 11.66	\$ 14.33	\$ 13.23	\$ 11.473	\$ 10.281
Number of Units Outstanding, End of Period	0	18,963	101,434	128,908	109,080

FIDELITY VIP EQUITY INCOME SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.48	\$ 11.02	\$ 11.81	\$ 11.096
Accumulation Unit Value, End of Period	\$ 10.48	\$ 11.02	\$ 11.81	\$ 11.096	\$ 9.110
Number of Units Outstanding, End of Period	0	30,264	100,008	169,933	151,301
FIDELITY VIP GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.20	\$ 15.22	\$ 13.40	\$ 10.906
Accumulation Unit Value, End of Period	\$ 11.20	\$ 15.22	\$ 13.40	\$ 10.906	\$ 7.536
Number of Units Outstanding, End of Period	0	25,821	168,574	193,055	156,368
FIDELITY VIP HIGH INCOME SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.43	\$ 11.16	\$ 8.55	\$ 7.461
Accumulation Unit Value, End of Period	\$ 10.43	\$ 11.16	\$ 8.55	\$ 7.461	\$ 7.631
Number of Units Outstanding, End of Period	0	3,837	45,009	69,939	76,485
FTVIP FRANKLIN SMALL CAP INVESTMENTS (CLASS 2) SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 12.70	—	—
Accumulation Unit Value, End of Period	—	\$ 12.70	\$ 20.98	—	—
Number of Units Outstanding, End of Period	—	0	579	—	—
FTVIP FRANKLIN SMALL CAP (CLASS 2) SUB-ACCOUNT/(2)/					
Accumulation Unit Value, Beginning of Period	—	—	\$ 10.00	\$ 12.17	\$ 17.574
Accumulation Unit Value, End of Period	—	—	\$ 12.17	\$ 17.574	\$ 12.390
Number of Units Outstanding, End of Period	—	—	0	1,478	1,458
FTVIP MUTUAL SHARE SECURITIES (CLASS 2) SUB-ACCOUNT/(2)/					
Accumulation Unit Value, Beginning of Period	—	—	\$ 10.00	\$ 20.98	\$ 14.930
Accumulation Unit Value, End of Period	—	—	\$ 20.98	\$ 14.930	\$ 13.017
Number of Units Outstanding, End of Period	—	—	579	6,817	7,621
FTVIP MUTUAL SHARES INVESTMENTS (CLASS 2) SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 10.31	—	—
Accumulation Unit Value, End of Period	—	\$ 10.31	\$ 10.19	—	—
Number of Units Outstanding, End of Period	—	0	4,984	—	—
FTVIP TEMPLETON DEVELOPING MARKETS SECURITIES (CLASS 2) SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 12.16	\$ 8.17	\$ 7.426
Accumulation Unit Value, End of Period	—	\$ 12.16	\$ 8.17	\$ 7.426	\$ 7.331
Number of Units Outstanding, End of Period	—	0	0	0	0
FTVIP TEMPLETON FOREIGN SECURITIES SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 11.26	\$ 11.39	\$ 9.027
Accumulation Unit Value, End of Period	—	\$ 11.26	\$ 10.87	\$ 9.027	\$ 7.267
Number of Units Outstanding, End of Period	—	0	438	2,780	2,775
FTVIP TEMPLETON GROWTH SECURITIES SUB-ACCOUNT/(2)/					

Accumulation Unit Value, Beginning of Period	—	—	\$ 10.00	\$ 13.59	\$ 13.262
Accumulation Unit Value, End of Period	—	—	\$ 13.59	\$ 13.262	\$ 10.686
Number of Units Outstanding, End of Period	—	—	11,237	10,586	12,533
FTVIP TEMPLETON STOCK (CLASS 2) SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 11.37	—	—
Accumulation Unit Value, End of Period	—	\$ 11.37	\$ 11.42	—	—
Number of Units Outstanding, End of Period	—	0	0	—	—
GOLDMAN SACHS VIT CAPITAL GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.10	\$ 13.99	\$ 12.73	\$ 10.763
Accumulation Unit Value, End of Period	\$ 11.10	\$ 13.99	\$ 12.73	\$ 10.763	\$ 8.051
Number of Units Outstanding, End of Period	0	0	573	573	573
GOLDMAN SACHS VIT CORE(SM) SMALL CAP EQUITY SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.60	\$ 12.36	\$ 12.36	\$ 12.851
Accumulation Unit Value, End of Period	\$ 10.60	\$ 12.36	\$ 12.44	\$ 12.851	\$ 10.803
Number of Units Outstanding, End of Period	0	86	717	716	785
GOLDMAN SACHS VIT CORE(SM) US EQUITY SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.90	\$ 13.46	\$ 12.02	\$ 10.466
Accumulation Unit Value, End of Period	\$ 10.90	\$ 13.46	\$ 12.02	\$ 10.466	\$ 8.081
Number of Units Outstanding, End of Period	0	0	317	159	158

GOLDMAN SACHS VIT GLOBAL INCOME SUB-ACCOUNT(3)					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 9.67	\$ 9.92	\$ 10.70	\$ 11.090
Accumulation Unit Value, End of Period	\$ 9.67	\$ 9.92	\$ 10.70	\$ 11.090	—
Number of Units Outstanding, End of Period	0	0	724	895	—
GOLDMAN SACHS VIT INTERNATIONAL EQUITY SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.84	\$ 14.25	\$ 12.24	\$ 9.402
Accumulation Unit Value, End of Period	\$ 10.84	\$ 14.25	\$ 12.24	\$ 9.402	\$ 7.590
Number of Units Outstanding, End of Period	0	0	168	167	166
MFS EMERGING GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.95	\$ 20.88	\$ 16.60	\$ 10.91
Accumulation Unit Value, End of Period	\$ 11.95	\$ 20.88	\$ 16.60	\$ 10.91	\$ 7.146
Number of Units Outstanding, End of Period	0	1,059	58,025	104,779	94,106
MFS INVESTORS TRUST SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.81	\$ 11.41	\$ 11.26	\$ 9.35
Accumulation Unit Value, End of Period	\$ 10.81	\$ 11.41	\$ 11.26	\$ 9.35	\$ 7.311
Number of Units Outstanding, End of Period	0	6,295	15,337	0	32,328
MFS NEW DISCOVERY SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.38	\$ 19.52	\$ 19.92	\$ 17.76
Accumulation Unit Value, End of Period	\$ 11.38	\$ 19.52	\$ 18.92	\$ 17.76	\$ 12.002
Number of Units Outstanding, End of Period	0	183	3,146	6,802	6,778
MFS RESEARCH SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 11.53	\$ 10.85	\$ 8.45
Accumulation Unit Value, End of Period	—	\$ 11.53	\$ 10.85	\$ 8.45	\$ 6.300
Number of Units Outstanding, End of Period	—	0	15,842	60,264	49,885
OPPENHEIMER AGGRESSIVE GROWTH SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 13.73	\$ 12.05	\$ 8.19
Accumulation Unit Value, End of Period	—	\$ 13.73	\$ 12.05	\$ 8.19	\$ 5.844
Number of Units Outstanding, End of Period	—	0	24,920	55,945	46,064
OPPENHEIMER CAPITAL APPRECIATION SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 12.11	\$ 11.95	\$ 10.329
Accumulation Unit Value, End of Period	—	\$ 12.11	\$ 11.95	\$ 10.329	\$ 7.469
Number of Units Outstanding, End of Period	—	0	53,426	146,217	168,706
OPPENHEIMER GLOBAL SECURITIES SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 13.11	\$ 13.62	\$ 11.846
Accumulation Unit Value, End of Period	—	\$ 13.11	\$ 13.62	\$ 11.846	\$ 9.118
Number of Units Outstanding, End of Period	—	0	60,421	91,989	91,945
OPPENHEIMER MAIN STREET SUB-ACCOUNT/(1)(4)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 10.78	\$ 9.72	\$ 8.64
Accumulation Unit Value, End of Period	—	\$ 10.78	\$ 9.729	\$ 8.64	\$ 6.932
Number of Units Outstanding, End of Period	—	0	121,955	283,935	281,180
OPPENHEIMER STRATEGIC BOND SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 10.16	\$ 10.31	\$ 10.69

Accumulation Unit Value, End of Period	—	\$ 10.16	\$ 10.31	\$ 10.69	\$ 11.354
Number of Units Outstanding, End of Period	—	0	28,736	56,563	74,026
VAN KAMPEN UIF CORE PLUS FIXED INCOME SUB-ACCOUNT/(5)/					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.15	\$ 9.87	\$ 10.49	\$ 11.723
Accumulation Unit Value, End of Period	\$ 10.15	\$ 9.87	\$ 10.49	\$ 11.723	\$ 12.439
Number of Units Outstanding, End of Period	—	0	0	0	0
VAN KAMPEN UIF EQUITY GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.94	\$ 15.09	\$ 13.17	\$ 11.049
Accumulation Unit Value, End of Period	\$ 10.94	\$ 15.09	\$ 13.17	\$ 11.049	\$ 7.879
Number of Units Outstanding, End of Period	0	0	162	0	2,459
VAN KAMPEN UIF GLOBAL VALUE EQUITY SUB-ACCOUNT/(6)/					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.43	\$ 10.73	\$ 11.83	\$ 10.874
Accumulation Unit Value, End of Period	\$ 10.43	\$ 10.73	\$ 11.83	\$ 10.874	\$ 8.937
Number of Units Outstanding, End of Period	0	0	959	0	1,077

42 PROSPECTUS

VAN KAMPEN UIF U.S. MID CAP VALUE SUB-ACCOUNT/(7)/

Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.96	\$ 13.07	\$ 14.32	\$ 13.705
Accumulation Unit Value, End of Period	\$ 10.96	\$ 13.07	\$ 14.32	\$ 13.705	\$ 9.752
Number of Units Outstanding, End of Period	0	0	5,400	0	9,054

VAN KAMPEN UIF VALUE SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 9.95	\$ 9.65	\$ 11.93	\$ 12.058
Accumulation Unit Value, End of Period	\$ 9.95	\$ 9.65	\$ 11.93	\$ 12.058	\$ 9.279
Number of Units Outstanding, End of Period	0	0	233	0	753

For the Years Beginning January 1
and Ending December 31,*

	2003	2004
AIM V.I. BALANCED SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 8.605	\$ 9.889
Accumulation Unit Value, End of Period	\$ 9.889	\$ 9.863
Number of Units Outstanding, End of Period	77,339	76,112
AIM V.I. CORE EQUITY SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 8.112	\$ 9.978
Accumulation Unit Value, End of Period	\$ 9.978	\$ 10.030
Number of Units Outstanding, End of Period	52,185	49,973
AIM V.I. DIVERSIFIED INCOME SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 10.219	\$ 11.035
Accumulation Unit Value, End of Period	\$ 11.035	\$ 11.350
Number of Units Outstanding, End of Period	80,837	80,837
AIM V.I. GOVERNMENT SECURITIES SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 12.228	\$ 12.217
Accumulation Unit Value, End of Period	\$ 12.217	\$ 12.350
Number of Units Outstanding, End of Period	25,026	23,535
AIM V.I. GROWTH SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 5.545	\$ 7.195
Accumulation Unit Value, End of Period	\$ 7.195	\$ 6.979
Number of Units Outstanding, End of Period	29,497	27,704
AIM V.I. INTERNATIONAL GROWTH SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 7.510	\$ 9.582
Accumulation Unit Value, End of Period	\$ 9.582	\$ 10.234
Number of Units Outstanding, End of Period	3,304	3,578
AIM V.I. PREMIER EQUITY SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 7.442	\$ 9.202
Accumulation Unit Value, End of Period	\$ 9.202	\$ 8.893
Number of Units Outstanding, End of Period	89,645	80,195
DREYFUS SOCIALLY RESPONSIBLE SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 6.808	\$ 8.480
Accumulation Unit Value, End of Period	\$ 8.480	\$ 8.203
Number of Units Outstanding, End of Period	1,323	1,514
DREYFUS STOCK INDEX SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 7.750	\$ 9.834
Accumulation Unit Value, End of Period	\$ 9.834	\$ 9.847
Number of Units Outstanding, End of Period	13,107	13,597
DREYFUS VIF GROWTH AND INCOME SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 8.148	\$ 10.195
Accumulation Unit Value, End of Period	\$ 10.195	\$ 9.903
Number of Units Outstanding, End of Period	11,244	11,237
DREYFUS VIF MONEY MARKET SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 11.245	\$ 11.194
Accumulation Unit Value, End of Period	\$ 11.194	\$ 11.152
Number of Units Outstanding, End of Period	7,225	9,183

FIDELITY VIP CONTRAFUND(R) SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 10.281	\$ 13.057
Accumulation Unit Value, End of Period	\$ 13.057	\$ 13.691
Number of Units Outstanding, End of Period	105,900	102,482

FIDELITY VIP EQUITY INCOME SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 9.110	\$ 11.738
Accumulation Unit Value, End of Period	\$ 11.738	\$ 11.879
Number of Units Outstanding, End of Period	139,986	138,095

FIDELITY VIP GROWTH SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 7.536	\$ 9.896
Accumulation Unit Value, End of Period	\$ 9.896	\$ 9.351
Number of Units Outstanding, End of Period	144,374	135,616

FIDELITY VIP HIGH INCOME SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 7.631	\$ 9.600
Accumulation Unit Value, End of Period	\$ 9.600	\$ 9.969
Number of Units Outstanding, End of Period	97,563	69,011

FTVIP FRANKLIN SMALL CAP INVESTMENTS (CLASS 2) SUB-ACCOUNT/(1)/

Accumulation Unit Value, Beginning of Period	—	—
Accumulation Unit Value, End of Period	—	—
Number of Units Outstanding, End of Period	—	—

FTVIP FRANKLIN SMALL CAP (CLASS 2) SUB-ACCOUNT/(2)/

Accumulation Unit Value, Beginning of Period	\$ 12.390	\$ 16.810
Accumulation Unit Value, End of Period	\$ 16.810	\$ 16.895
Number of Units Outstanding, End of Period	1,445	2,004

FTVIP MUTUAL SHARE SECURITIES (CLASS 2) SUB-ACCOUNT/(2)/

Accumulation Unit Value, Beginning of Period	\$ 13.017	\$ 16.104
Accumulation Unit Value, End of Period	\$ 16.104	\$ 16.556
Number of Units Outstanding, End of Period	9,109	8,304

FTVIP MUTUAL SHARES INVESTMENTS (CLASS 2) SUB-ACCOUNT/(1)/

Accumulation Unit Value, Beginning of Period	—	—
Accumulation Unit Value, End of Period	—	—
Number of Units Outstanding, End of Period	—	—

FTVIP TEMPLETON DEVELOPING MARKETS SECURITIES (CLASS 2) SUB-ACCOUNT/(1)/

Accumulation Unit Value, Beginning of Period	\$ 7.331	\$ 11.088
Accumulation Unit Value, End of Period	\$ 11.088	\$ 11.907
Number of Units Outstanding, End of Period	0	0

FTVIP TEMPLETON FOREIGN SECURITIES SUB-ACCOUNT/(1)/

Accumulation Unit Value, Beginning of Period	\$ 7.267	\$ 9.499
Accumulation Unit Value, End of Period	\$ 9.499	\$ 9.824
Number of Units Outstanding, End of Period	2,769	2,764

FTVIP TEMPLETON GROWTH SECURITIES SUB-ACCOUNT/(2)/

Accumulation Unit Value, Beginning of Period	\$ 10.686	\$ 13.959
Accumulation Unit Value, End of Period	\$ 13.959	\$ 14.431
Number of Units Outstanding, End of Period	13,430	13,020

FTVIP TEMPLETON STOCK (CLASS 2) SUB-ACCOUNT/(1)/

Accumulation Unit Value, Beginning of Period	—	—
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Accumulation Unit Value, End of Period	—	—
Number of Units Outstanding, End of Period	—	—
GOLDMAN SACHS VIT CAPITAL GROWTH SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 8.051	\$ 9.848
Accumulation Unit Value, End of Period	\$ 9.848	\$ 9.713
Number of Units Outstanding, End of Period	573	573
GOLDMAN SACHS VIT CORE(SM) SMALL CAP EQUITY SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 10.803	\$ 15.592
Accumulation Unit Value, End of Period	\$ 15.592	\$ 16.113
Number of Units Outstanding, End of Period	714	714

GOLDMAN SACHS VIT CORE(SM)US EQUITY SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 8.081	\$ 10.343
Accumulation Unit Value, End of Period	\$ 10.343	\$ 10.781
Number of Units Outstanding, End of Period	158	158

GOLDMAN SACHS VIT GLOBAL INCOME SUB-ACCOUNT(3)

Accumulation Unit Value, Beginning of Period	—	—
Accumulation Unit Value, End of Period	—	—
Number of Units Outstanding, End of Period	—	—

GOLDMAN SACHS VIT INTERNATIONAL EQUITY SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 7.590	\$ 10.167
Accumulation Unit Value, End of Period	\$ 10.167	\$ 9.952
Number of Units Outstanding, End of Period	0	820

MFS EMERGING GROWTH SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 7.146	\$ 9.200
Accumulation Unit Value, End of Period	\$ 9.200	\$ 9.021
Number of Units Outstanding, End of Period	83,943	72,029

MFS INVESTORS TRUST SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 7.311	\$ 8.828
Accumulation Unit Value, End of Period	\$ 8.828	\$ 8.809
Number of Units Outstanding, End of Period	30,413	28,480

MFS NEW DISCOVERY SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 12.002	\$ 15.866
Accumulation Unit Value, End of Period	\$ 15.866	\$ 14.659
Number of Units Outstanding, End of Period	6,419	6,644

MFS RESEARCH SUB-ACCOUNT/(1)/

Accumulation Unit Value, Beginning of Period	\$ 6.300	\$ 7.766
Accumulation Unit Value, End of Period	\$ 7.766	\$ 7.900
Number of Units Outstanding, End of Period	48,032	32,001

OPPENHEIMER AGGRESSIVE GROWTH SUB-ACCOUNT/(1)/

Accumulation Unit Value, Beginning of Period	\$ 5.844	\$ 7.255
Accumulation Unit Value, End of Period	\$ 7.255	\$ 7.660
Number of Units Outstanding, End of Period	36,584	34,219

OPPENHEIMER CAPITAL APPRECIATION SUB-ACCOUNT/(1)/

Accumulation Unit Value, Beginning of Period	\$ 7.469	\$ 9.668
Accumulation Unit Value, End of Period	\$ 9.668	\$ 9.438
Number of Units Outstanding, End of Period	170,101	171,408

OPPENHEIMER GLOBAL SECURITIES SUB-ACCOUNT/(1)/

Accumulation Unit Value, Beginning of Period	\$ 9.118	\$ 12.892
Accumulation Unit Value, End of Period	\$ 12.892	\$ 13.099
Number of Units Outstanding, End of Period	68,704	65,900

OPPENHEIMER MAIN STREET SUB-ACCOUNT/(1)(4)/

Accumulation Unit Value, Beginning of Period	\$ 6.932	\$ 8.684
Accumulation Unit Value, End of Period	\$ 8.684	\$ 8.660
Number of Units Outstanding, End of Period	272,277	267,039

OPPENHEIMER STRATEGIC BOND SUB-ACCOUNT/(1)/

Accumulation Unit Value, Beginning of Period	\$ 11.354	\$ 13.253
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Accumulation Unit Value, End of Period	\$ 13.253	\$ 13.621
Number of Units Outstanding, End of Period	69,493	68,750
VAN KAMPEN UIF CORE PLUS FIXED INCOME SUB-ACCOUNT/(5)/		
Accumulation Unit Value, Beginning of Period	\$ 12.439	\$ 12.867
Accumulation Unit Value, End of Period	\$ 12.867	\$ 13.164
Number of Units Outstanding, End of Period	3,413	3,412
VAN KAMPEN UIF EQUITY GROWTH SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 7.879	\$ 9.731
Accumulation Unit Value, End of Period	\$ 9.731	\$ 9.445
Number of Units Outstanding, End of Period	2,298	2,402

45 PROSPECTUS

VAN KAMPEN UIF GLOBAL VALUE EQUITY SUB-ACCOUNT/(6)/

Accumulation Unit Value, Beginning of Period	\$ 8.937	\$ 11.393
Accumulation Unit Value, End of Period	\$ 11.393	\$ 11.516
Number of Units Outstanding, End of Period	115	115

VAN KAMPEN UIF U.S. MID CAP VALUE SUB-ACCOUNT/(7)/

Accumulation Unit Value, Beginning of Period	\$ 9.752	\$ 13.642
Accumulation Unit Value, End of Period	\$ 13.642	\$ 13.939
Number of Units Outstanding, End of Period	7,762	7,683

VAN KAMPEN UIF VALUE SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 9.279	\$ 12.300
Accumulation Unit Value, End of Period	\$ 12.300	\$ 13.085
Number of Units Outstanding, End of Period	1,016	1,117

* The Contracts were first offered on November 10, 1998. The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 1.05% and an administrative expense charge of 0.10%. All of the Variable Sub-Accounts commenced operations on or before November 10, 1998, except as described in the footnotes below. The Accumulation Unit information shown for 2004 is for the period beginning January 1 and ending September 30.

- (1) Variable Sub-Accounts that commenced operations on November 1, 1999.
- (2) Variable Sub-Accounts that commenced operations on May 1, 2000.
- (3) Goldman Sachs VIT Global Income Sub-Account is not available to new investors as of May 1, 2002.
- (4) Effective May 1, 2003, Oppenheimer Main Street Growth & Income Fund/VA changed its name to Oppenheimer Main Street Fund/VA. We have made a corresponding change in the name of the Variable Sub-Account that invests in this Portfolio.
- (5) Effective May 1, 2002, Van Kampen UIF Fixed Income Portfolio, Class I changed its name to Van Kampen UIF Core Plus Fixed Income Portfolio, Class I. We have made a corresponding change in the name of the Variable Sub-Account that invests in this Portfolio.
- (6) Effective May 1, 2001, Van Kampen UIF Global Equity Portfolio, Class I changed its name to Van Kampen UIF Global Value Equity Portfolio, Class I. We have made a corresponding change in the name of the Variable Sub-Account that invests in this Portfolio.
- (7) Effective May 1, 2003, Van Kampen UIF Mid Cap Value Portfolio, Class I changed its name to Van Kampen UIF U.S. Mid Cap Core Portfolio, Class I. Effective May 1, 2004, Van Kampen UIF U.S. Mid Cap Core Portfolio, Class I changed its name to Van Kampen UIF U.S. Mid Cap Value Portfolio, Class I.

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT SINCE CONTRACTS WERE FIRST OFFERED*

WITH ENHANCED DEATH AND INCOME BENEFIT COMBINATION RIDER (FOR CONTRACTS ISSUED BEFORE 9/22/00)

For the Years Beginning January 1 and Ending December 31,*

	1998	1999	2000	2001	2002
AIM V.I. BALANCED SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.73	\$ 12.66	\$ 11.99	\$ 10.50
Accumulation Unit Value, End of Period	\$ 10.73	\$ 12.66	\$ 11.99	\$ 10.50	\$ 8.450
Number of Units Outstanding, End of Period	0	7,487	52,646	90,025	89,074
AIM V.I. CORE EQUITY SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.36	\$ 15.09	\$ 12.74	\$ 9.72
Accumulation Unit Value, End of Period	\$ 11.36	\$ 15.09	\$ 12.74	\$ 9.72	\$ 7.966
Number of Units Outstanding, End of Period	0	12,180	53,747	73,192	55,288
AIM V.I. DIVERSIFIED INCOME SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.22	\$ 9.91	\$ 9.87	\$ 10.10
Accumulation Unit Value, End of Period	\$ 10.22	\$ 9.91	\$ 9.87	\$ 10.10	\$ 10.034
Number of Units Outstanding, End of Period	0	721	721	721	1,484
AIM V.I. GOVERNMENT SECURITIES SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.38	\$ 9.85	\$ 10.73	\$ 11.28
Accumulation Unit Value, End of Period	\$ 10.38	\$ 9.85	\$ 10.73	\$ 11.28	\$ 12.007
Number of Units Outstanding, End of Period	0	0	2,954	12,908	0
AIM V.I. GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.83	\$ 15.82	\$ 12.43	\$ 8.12
Accumulation Unit Value, End of Period	\$ 11.83	\$ 15.82	\$ 12.43	\$ 8.12	\$ 5.445
Number of Units Outstanding, End of Period	0	13,275	69,688	57,165	104,504
AIM V.I. INTERNATIONAL GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.68	\$ 16.38	\$ 11.92	\$ 9.00
Accumulation Unit Value, End of Period	\$ 10.68	\$ 16.38	\$ 11.92	\$ 9.00	\$ 7.374
Number of Units Outstanding, End of Period	0	0	4,196	43,53	2,927
AIM V.I. PREMIER EQUITY SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.52	\$ 14.80	\$ 12.49	\$ 12.49
Accumulation Unit Value, End of Period	\$ 11.52	\$ 14.80	\$ 12.49	\$ 10.79	\$ 7.307
Number of Units Outstanding, End of Period	0	42,074	115,418	133,037	126,176
DREYFUS SOCIALLY RESPONSIBLE SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.78	\$ 14.33	\$ 12.55	\$ 9.46
Accumulation Unit Value, End of Period	\$ 10.78	\$ 14.33	\$ 12.55	\$ 9.56	\$ 6.685
Number of Units Outstanding, End of Period	0	5,493	7,121	6,350	5,661
DREYFUS STOCK INDEX SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.87	\$ 12.90	\$ 11.52	\$ 9.96
Accumulation Unit Value, End of Period	\$ 10.87	\$ 12.90	\$ 11.52	\$ 9.96	\$ 7.610
Number of Units Outstanding, End of Period	401	19,955	21,326	19,024	16,309

DREYFUS VIF GROWTH AND INCOME SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.64	\$ 12.40	\$ 11.75	\$ 10.886
Accumulation Unit Value, End of Period	\$ 10.64	\$ 12.40	\$ 11.75	\$ 10.886	\$ 8.000
Number of Units Outstanding, End of Period	0	3,983	3,676	3,568	2,993

DREYFUS VIF MONEY MARKET SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.04	\$ 10.36	\$ 10.81	\$ 11.057
Accumulation Unit Value, End of Period	\$ 10.04	\$ 10.36	\$ 10.81	\$ 11.057	\$ 11.042
Number of Units Outstanding, End of Period	0	577	489	16,157	14,874

FIDELITY VIP CONTRAFUND(R) SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.65	\$ 14.26	\$ 13.10	\$ 11.315
Accumulation Unit Value, End of Period	\$ 11.65	\$ 14.26	\$ 13.10	\$ 11.315	\$ 10.096
Number of Units Outstanding, End of Period	387	32,161	13,1791	134,375	114,720

FIDELITY VIP EQUITY INCOME SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.47	\$ 10.96	\$ 11.70	\$ 10.994
Accumulation Unit Value, End of Period	\$ 10.47	\$ 10.96	\$ 11.70	\$ 10.944	\$ 8.946
Number of Units Outstanding, End of Period	0	11,621	45,849	55,016	54,937
FIDELITY VIP GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.19	\$ 15.15	\$ 13.27	\$ 10.756
Accumulation Unit Value, End of Period	\$ 11.19	\$ 15.15	\$ 13.27	\$ 10.756	\$ 7.399
Number of Units Outstanding, End of Period	0	22,088	151,189	149,935	123,919
FIDELITY VIP HIGH INCOME SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.43	\$ 11.10	\$ 8.47	\$ 7.359
Accumulation Unit Value, End of Period	\$ 10.43	\$ 11.10	\$ 8.47	\$ 7.359	\$ 7.493
Number of Units Outstanding, End of Period	0	3,667	31,190	24,128	17,717
FTVIP FRANKLIN SMALL CAP INVESTMENTS (CLASS 2) SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 12.66	—	—
Accumulation Unit Value, End of Period	—	\$ 12.66	\$ 20.95	—	—
Number of Units Outstanding, End of Period	—	0	158	—	—
FTVIP FRANKLIN SMALL CAP (CLASS 2) SUB-ACCOUNT/(2)/					
Accumulation Unit Value, Beginning of Period	—	—	\$ 10.00	\$ 12.16	\$ 17.509
Accumulation Unit Value, End of Period	—	—	\$ 12.16	\$ 17.509	\$ 12.244
Number of Units Outstanding, End of Period	—	—	0	0	0
FTVIP MUTUAL SHARE SECURITIES (CLASS 2) SUB-ACCOUNT/(2)/					
Accumulation Unit Value, Beginning of Period	—	—	\$ 10.00	\$ 14.07	\$ 15.42
Accumulation Unit Value, End of Period	—	—	\$ 14.07	\$ 15.42	\$ 12.864
Number of Units Outstanding, End of Period	—	—	4,992	0	0
FTVIP MUTUAL SHARES INVESTMENTS (CLASS 2) SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 10.30	—	—
Accumulation Unit Value, End of Period	—	10.30	\$ 10.30	—	—
Number of Units Outstanding, End of Period	—	0	0	—	—
FTVIP TEMPLETON DEVELOPING MARKETS SECURITIES (CLASS 2) SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 12.15	\$ 8.13	\$ 7.48
Accumulation Unit Value, End of Period	—	\$ 12.15	\$ 8.13	\$ 7.48	\$ 7.230
Number of Units Outstanding, End of Period	—	0	0	0	0
FTVIP TEMPLETON FOREIGN SECURITIES SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 11.25	\$ 10.82	\$ 9.64
Accumulation Unit Value, End of Period	—	\$ 11.25	\$ 10.82	\$ 9.64	\$ 7.167
Number of Units Outstanding, End of Period	—	0	0	0	0
FTVIP TEMPLETON GROWTH SECURITIES SUB-ACCOUNT/(2)/					
Accumulation Unit Value, Beginning of Period	—	—	\$ 10.00	\$ 13.55	\$ 13.17

Accumulation Unit Value, End of Period	—	—	\$ 13.55	\$ 13.17	\$ 10.561
Number of Units Outstanding, End of Period	—	—	9,457	10,221	10,224
FTVIP TEMPLETON STOCK (CLASS 2) SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	—	\$ 10.00	—	—
Accumulation Unit Value, End of Period	—	—	\$ 11.39	—	—
Number of Units Outstanding, End of Period	—	—	0	—	—
GOLDMAN SACHS VIT CAPITAL GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.09	\$ 13.92	\$ 12.61	\$ 10.615
Accumulation Unit Value, End of Period	\$ 11.09	\$ 13.92	\$ 12.61	\$ 10.615	\$ 7.906
Number of Units Outstanding, End of Period	0	2,449	41,73	2,958	3,144
GOLDMAN SACHS VIT CORE(SM) SMALL CAP EQUITY SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.59	\$ 12.30	\$ 12.32	\$ 12.674
Accumulation Unit Value, End of Period	\$ 10.59	\$ 12.30	\$ 12.32	\$ 12.674	\$ 10.607
Number of Units Outstanding, End of Period	0	17,918	18,069	17,077	13,981
GOLDMAN SACHS VIT CORE(SM) US EQUITY SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.89	\$ 13.39	\$ 11.91	\$ 10.322
Accumulation Unit Value, End of Period	\$ 10.89	\$ 13.39	\$ 11.91	\$ 10.322	\$ 7.935
Number of Units Outstanding, End of Period	401	20,515	23,250	20,215	16,365

GOLDMAN SACHS VIT GLOBAL INCOME SUB-ACCOUNT/(3)/					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 9.66	\$ 9.87	\$ 10.60	—
Accumulation Unit Value, End of Period	\$ 9.66	\$ 9.87	\$ 10.60	\$ 11.013	—
Number of Units Outstanding, End of Period		0	0	0	—
GOLDMAN SACHS VIT INTERNATIONAL EQUITY SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.84	\$ 14.18	\$ 12.12	\$ 9.273
Accumulation Unit Value, End of Period	\$ 10.84	\$ 14.18	\$ 12.12	\$ 9.273	\$ 7.453
Number of Units Outstanding, End of Period	0	0	1,812	1,812	1,812
MFS EMERGING GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.94	\$ 20.78	\$ 16.44	\$ 10.76
Accumulation Unit Value, End of Period	\$ 11.94	\$ 20.78	\$ 16.44	\$ 10.76	\$ 7.017
Number of Units Outstanding, End of Period	377	19,189	63,991	65,183	58,274
MFS INVESTORS TRUST SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.81	\$ 11.35	\$ 11.16	\$ 9.23
Accumulation Unit Value, End of Period	\$ 10.81	\$ 11.35	\$ 11.16	\$ 9.23	\$ 7.179
Number of Units Outstanding, End of Period	0	4,808	11,160	9,277	7,991
MFS NEW DISCOVERY SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.38	\$ 19.42	\$ 18.74	\$ 17.51
Accumulation Unit Value, End of Period	\$ 11.38	\$ 19.42	\$ 18.74	\$ 17.51	\$ 11.785
Number of Units Outstanding, End of Period	0	707	1,509	0	1,214
MFS RESEARCH SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 11.52	\$ 10.79	\$ 8.365
Accumulation Unit Value, End of Period	—	\$ 11.52	\$ 10.79	\$ 8.365	\$ 6.231
Number of Units Outstanding, End of Period	—	0	60,709	0	69,858
OPPENHEIMER AGGRESSIVE GROWTH SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 13.72	\$ 11.99	\$ 8.11
Accumulation Unit Value, End of Period	—	\$ 13.72	\$ 11.99	\$ 8.11	\$ 5.763
Number of Units Outstanding, End of Period	—	0	38,398	42,643	36,265
OPPENHEIMER CAPITAL APPRECIATION SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 12.10	\$ 11.89	\$ 10.23
Accumulation Unit Value, End of Period	—	\$ 12.10	\$ 11.89	\$ 10.23	\$ 7.365
Number of Units Outstanding, End of Period	—	0	35,976	43,914	42,764
OPPENHEIMER GLOBAL SECURITIES SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 13.10	\$ 13.55	\$ 11.73
Accumulation Unit Value, End of Period	—	\$ 13.10	\$ 13.55	\$ 11.73	\$ 8.992
Number of Units Outstanding, End of Period	—	0	33,241	33,299	34,078
OPPENHEIMER MAIN STREET SUB-ACCOUNT/(1)(4)/					

Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 10.77	\$ 9.67	\$ 8.55
Accumulation Unit Value, End of Period	—	\$ 10.77	\$ 9.67	\$ 8.55	\$ 6.836
Number of Units Outstanding, End of Period	—	0	130,587	144,668	119,776
OPPENHEIMER STRATEGIC BOND SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 10.15	\$ 10.26	\$ 10.59
Accumulation Unit Value, End of Period	—	\$ 10.15	\$ 10.26	\$ 10.59	\$ 11.197
Number of Units Outstanding, End of Period	—	0	19,624	26,549	31,069
VAN KAMPEN UIF CORE PLUS FIXED INCOME SUB-ACCOUNT/(5)/					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.94	\$ 15.02	\$ 13.04	\$ 10.973
Accumulation Unit Value, End of Period	\$ 10.94	\$ 15.02	\$ 13.04	\$ 10.973	\$ 12.214
Number of Units Outstanding, End of Period	406	7,464	11,011	0	8,976
VAN KAMPEN UIF EQUITY GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.15	\$ 9.82	\$ 10.75	\$ 11.642
Accumulation Unit Value, End of Period	\$ 10.15	\$ 9.82	\$ 10.75	\$ 11.642	\$ 7.737
Number of Units Outstanding, End of Period	0	0	0	0	0
VAN KAMPEN UIF GLOBAL VALUE EQUITY SUB-ACCOUNT/(6)/					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.42	\$ 10.69	\$ 11.72	\$ 1.799
Accumulation Unit Value, End of Period	\$ 10.42	\$ 10.69	\$ 11.72	\$ 10.799	\$ 8.775
Number of Units Outstanding, End of Period	0	245	363	0	243

VAN KAMPEN UIF U.S. MID CAP VALUE SUB-ACCOUNT/(7)/

Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.96	\$ 13.01	\$ 14.18	\$ 13.611
Accumulation Unit Value, End of Period	\$ 10.96	\$ 13.01	\$ 14.18	\$ 13.611	\$ 9.576
Number of Units Outstanding, End of Period	0	1,788	4,089	0	3,137

VAN KAMPEN UIF VALUE SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 9.95	\$ 9.61	\$ 11.82	\$ 11.975
Accumulation Unit Value, End of Period	\$ 9.95	\$ 9.61	\$ 11.82	\$ 11.975	\$ 9.112
Number of Units Outstanding, End of Period	0	17,465	16,697	0	12,180

For the Years Beginning January 1
and Ending December 31,*

	2003	2004
AIM V.I. BALANCED SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 8.450	\$ 9.677
Accumulation Unit Value, End of Period	\$ 9.677	\$ 9.611
Number of Units Outstanding, End of Period	79,043	63,895
AIM V.I. CORE EQUITY SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 7.966	\$ 9.755
Accumulation Unit Value, End of Period	\$ 9.755	\$ 9.773
Number of Units Outstanding, End of Period	49,921	50,120
AIM V.I. DIVERSIFIED INCOME SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 10.034	\$ 10.789
Accumulation Unit Value, End of Period	\$ 10.789	\$ 11.060
Number of Units Outstanding, End of Period	134	0
AIM V.I. GOVERNMENT SECURITIES SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 12.007	\$ 11.944
Accumulation Unit Value, End of Period	\$ 11.944	\$ 12.034
Number of Units Outstanding, End of Period	0	0
AIM V.I. GROWTH SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 5.445	\$ 7.034
Accumulation Unit Value, End of Period	\$ 7.034	\$ 6.800
Number of Units Outstanding, End of Period	105,887	101,131
AIM V.I. INTERNATIONAL GROWTH SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 7.374	\$ 9.368
Accumulation Unit Value, End of Period	\$ 9.368	\$ 9.972
Number of Units Outstanding, End of Period	2,660	530
AIM V.I. PREMIER EQUITY SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 7.307	\$ 8.996
Accumulation Unit Value, End of Period	\$ 8.996	\$ 8.665
Number of Units Outstanding, End of Period	117,821	102,217
DREYFUS SOCIALLY RESPONSIBLE SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 6.685	\$ 8.290
Accumulation Unit Value, End of Period	\$ 8.290	\$ 7.993
Number of Units Outstanding, End of Period	7,252	5,120
DREYFUS STOCK INDEX SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 7.610	\$ 9.614
Accumulation Unit Value, End of Period	\$ 9.614	\$ 9.595
Number of Units Outstanding, End of Period	13,791	17,721
DREYFUS VIF GROWTH AND INCOME SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 8.000	\$ 9.967
Accumulation Unit Value, End of Period	\$ 9.967	\$ 9.649
Number of Units Outstanding, End of Period	1,614	1,674
DREYFUS VIF MONEY MARKET SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 11.042	\$ 10.944
Accumulation Unit Value, End of Period	\$ 10.944	\$ 10.867
Number of Units Outstanding, End of Period	7,405	1,510

FIDELITY VIP CONTRAFUND(R) SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 10.096	\$ 12.765
Accumulation Unit Value, End of Period	\$ 12.765	\$ 13.340
Number of Units Outstanding, End of Period	105,800	98,026

FIDELITY VIP EQUITY INCOME SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 8.946	\$ 11.475
Accumulation Unit Value, End of Period	\$ 11.475	\$ 11.575
Number of Units Outstanding, End of Period	59,907	58,079

FIDELITY VIP GROWTH SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 7.399	\$ 9.675
Accumulation Unit Value, End of Period	\$ 9.675	\$ 9.112
Number of Units Outstanding, End of Period	111,514	99,339

FIDELITY VIP HIGH INCOME SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 7.493	\$ 9.385
Accumulation Unit Value, End of Period	\$ 9.385	\$ 9.714
Number of Units Outstanding, End of Period	16,572	15,444

FTVIP FRANKLIN SMALL CAP INVESTMENTS (CLASS 2) SUB-ACCOUNT/(1)/

Accumulation Unit Value, Beginning of Period	—	—
Accumulation Unit Value, End of Period	—	—
Number of Units Outstanding, End of Period	—	—

FTVIP FRANKLIN SMALL CAP (CLASS 2) SUB-ACCOUNT/(2)/

Accumulation Unit Value, Beginning of Period	\$ 12.244	\$ 16.540
Accumulation Unit Value, End of Period	\$ 16.540	\$ 16.569
Number of Units Outstanding, End of Period	0	0

FTVIP MUTUAL SHARE SECURITIES (CLASS 2) SUB-ACCOUNT/(2)/

Accumulation Unit Value, Beginning of Period	\$ 12.864	\$ 15.846
Accumulation Unit Value, End of Period	\$ 15.846	\$ 16.237
Number of Units Outstanding, End of Period	0	0

FTVIP MUTUAL SHARES INVESTMENTS (CLASS 2) SUB-ACCOUNT/(1)/

Accumulation Unit Value, Beginning of Period	—	—
Accumulation Unit Value, End of Period	—	—
Number of Units Outstanding, End of Period	—	—

FTVIP TEMPLETON DEVELOPING MARKETS SECURITIES (CLASS 2) SUB-ACCOUNT/(1)/

Accumulation Unit Value, Beginning of Period	\$ 7.230	\$ 10.886
Accumulation Unit Value, End of Period	\$ 10.886	\$ 11.652
Number of Units Outstanding, End of Period	0	0

FTVIP TEMPLETON FOREIGN SECURITIES SUB-ACCOUNT/(1)/

Accumulation Unit Value, Beginning of Period	\$ 7.167	\$ 9.326
Accumulation Unit Value, End of Period	\$ 9.326	\$ 9.614
Number of Units Outstanding, End of Period	0	0

FTVIP TEMPLETON GROWTH SECURITIES SUB-ACCOUNT/(2)/

Accumulation Unit Value, Beginning of Period	\$ 10.561	\$ 13.735
Accumulation Unit Value, End of Period	\$ 13.735	\$ 14.152
Number of Units Outstanding, End of Period	13,430	13,370

FTVIP TEMPLETON STOCK (CLASS 2) SUB-ACCOUNT/(1)/

Accumulation Unit Value, Beginning of Period	—	—
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Accumulation Unit Value, End of Period	—	—
Number of Units Outstanding, End of Period	—	—
GOLDMAN SACHS VIT CAPITAL GROWTH SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 7.906	\$ 9.628
Accumulation Unit Value, End of Period	\$ 9.628	\$ 9.464
Number of Units Outstanding, End of Period	3,053	3,013
GOLDMAN SACHS VIT CORE(SM) SMALL CAP EQUITY SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 10.607	\$ 15.243
Accumulation Unit Value, End of Period	\$ 15.243	\$ 15.701
Number of Units Outstanding, End of Period	12,774	12,650

51 PROSPECTUS

GOLDMAN SACHS VIT CORE(SM) US EQUITY SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 7.935	\$ 10.112
Accumulation Unit Value, End of Period	\$ 10.112	\$ 10.505
Number of Units Outstanding, End of Period	15,131	14,610

GOLDMAN SACHS VIT GLOBAL INCOME SUB-ACCOUNT(3)

Accumulation Unit Value, Beginning of Period	—	—
Accumulation Unit Value, End of Period	—	—
Number of Units Outstanding, End of Period	—	—

GOLDMAN SACHS VIT INTERNATIONAL EQUITY SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 7.453	\$ 9.939
Accumulation Unit Value, End of Period	\$ 9.939	\$ 9.697
Number of Units Outstanding, End of Period	1,812	1,812

MFS EMERGING GROWTH SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 7.017	\$ 8.994
Accumulation Unit Value, End of Period	\$ 8.994	\$ 8.790
Number of Units Outstanding, End of Period	53,387	46,204

MFS INVESTORS TRUST SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 7.179	\$ 8.631
Accumulation Unit Value, End of Period	\$ 8.631	\$ 8.583
Number of Units Outstanding, End of Period	6,780	6,887

MFS NEW DISCOVERY SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 11.785	\$ 15.511
Accumulation Unit Value, End of Period	\$ 15.511	\$ 14.284
Number of Units Outstanding, End of Period	2,605	2,604

MFS RESEARCH SUB-ACCOUNT/(1)/

Accumulation Unit Value, Beginning of Period	\$ 6.231	\$ 7.625
Accumulation Unit Value, End of Period	\$ 7.625	\$ 7.731
Number of Units Outstanding, End of Period	66,528	64,762

OPPENHEIMER AGGRESSIVE GROWTH SUB-ACCOUNT/(1)/

Accumulation Unit Value, Beginning of Period	\$ 5.763	\$ 7.124
Accumulation Unit Value, End of Period	\$ 7.124	\$ 7.496
Number of Units Outstanding, End of Period	33,266	29,258

OPPENHEIMER CAPITAL APPRECIATION SUB-ACCOUNT/(1)/

Accumulation Unit Value, Beginning of Period	\$ 7.365	\$ 9.492
Accumulation Unit Value, End of Period	\$ 9.492	\$ 9.236
Number of Units Outstanding, End of Period	36,722	31,520

OPPENHEIMER GLOBAL SECURITIES SUB-ACCOUNT/(1)/

Accumulation Unit Value, Beginning of Period	\$ 8.992	\$ 12.658
Accumulation Unit Value, End of Period	\$ 12.658	\$ 12.819
Number of Units Outstanding, End of Period	31,907	23,290

OPPENHEIMER MAIN STREET SUB-ACCOUNT/(1)(4)/

Accumulation Unit Value, Beginning of Period	\$ 6.836	\$ 8.562
Accumulation Unit Value, End of Period	\$ 8.526	\$ 8.475
Number of Units Outstanding, End of Period	114,351	108,999

OPPENHEIMER STRATEGIC BOND SUB-ACCOUNT/(1)/

Accumulation Unit Value, Beginning of Period	\$ 11.197	\$ 13.012
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Accumulation Unit Value, End of Period	\$ 13.012	\$ 13.330
Number of Units Outstanding, End of Period	37,883	39,319
VAN KAMPEN UIF CORE PLUS FIXED INCOME SUB-ACCOUNT/(5)/		
Accumulation Unit Value, Beginning of Period	\$ 12.214	\$ 12.579
Accumulation Unit Value, End of Period	\$ 12.579	\$ 18.827
Number of Units Outstanding, End of Period	1,130	1,997
VAN KAMPEN UIF EQUITY GROWTH SUB-ACCOUNT		
Accumulation Unit Value, Beginning of Period	\$ 7.737	\$ 9.513
Accumulation Unit Value, End of Period	\$ 9.513	\$ 9.203
Number of Units Outstanding, End of Period	8,598	8,461

52 PROSPECTUS

VAN KAMPEN UIF GLOBAL VALUE EQUITY SUB-ACCOUNT/(6)/

Accumulation Unit Value, Beginning of Period	\$ 8.775	\$ 11.138
Accumulation Unit Value, End of Period	\$ 11.138	\$ 11.221
Number of Units Outstanding, End of Period	243	243

VAN KAMPEN UIF U.S. MID CAP VALUE SUB-ACCOUNT/(7)/

Accumulation Unit Value, Beginning of Period	\$ 9.576	\$ 13.337
Accumulation Unit Value, End of Period	\$ 13.337	\$ 13.582
Number of Units Outstanding, End of Period	4,792	4,746

VAN KAMPEN UIF VALUE SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 9.112	\$ 12.025
Accumulation Unit Value, End of Period	\$ 12.025	\$ 12.750
Number of Units Outstanding, End of Period	12,203	12,370

* The Contracts were first offered on November 10, 1998. The Accumulation Unit Values in this table reflect a Mortality and expense risk charge of 1.49% and an administrative expense charge of 0.10%. All of the Variable Sub-Accounts commenced operations on or before November 10, 1998 except as described in the footnotes below. The Accumulation Unit information shown for 2004 is for the period beginning January 1 and ending September 30.

- (1) Variable Sub-Accounts that commenced operations on November 1, 1999.
- (2) Variable Sub-Accounts that commenced operations on May 1, 2000.
- (3) Goldman Sachs VIT Global Income Sub-Account is not available to new investors as of May 1, 2002.
- (4) Effective May 1, 2003, Oppenheimer Main Street Growth & Income Fund/VA changed its name to Oppenheimer Main Street Fund/VA. We have made a corresponding change in the name of the Variable Sub-Account that invests in this Portfolio.
- (5) Effective May 1, 2002, Van Kampen UIF Fixed Income Portfolio, Class I changed its name to Van Kampen UIF Core Plus Fixed Income Portfolio, Class I. We have made a corresponding change in the name of the Variable Sub-Account that invests in this Portfolio.
- (6) Effective May 1, 2001, Van Kampen UIF Global Equity Portfolio, Class I changed its name to Van Kampen UIF Global Value Equity Portfolio, Class I. We have made a corresponding change in the name of the Variable Sub-Account that invests in this Portfolio.
- (7) Effective May 1, 2003, Van Kampen UIF Mid Cap Value Portfolio, Class I changed its name to Van Kampen UIF U.S. Mid Cap Core Portfolio, Class I. Effective May 1, 2004, Van Kampen UIF U.S. Mid Cap Core Portfolio, Class I changed its name to Van Kampen UIF U.S. Mid Cap Value Portfolio, Class I.

**ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT
SINCE CONTRACTS WERE FIRST OFFERED***

WITH ENHANCED DEATH AND INCOME BENEFIT COMBINATION RIDER II (FOR CONTRACTS

ISSUED ON OR AFTER 9/22/00)

For the Years Beginning January 1 and Ending December 31,*	2000	2001	2002	2003	2004
AIM V.I. BALANCED SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 9.21	\$ 8.024	\$ 6.543	\$ 7.489
Accumulation Unit Value, End of Period	\$ 9.21	\$ 8.024	\$ 6.543	\$ 7.489	\$ 7.434
Number of Units Outstanding, End of Period	4,545	61,468	57,002	58,920	62,743
AIM V.I.CORE EQUITY SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 8.06	\$ 6.117	\$ 5.080	\$ 6.217
Accumulation Unit Value, End of Period	\$ 8.06	\$ 6.117	\$ 5.080	\$ 6.217	\$ 6.225
Number of Units Outstanding, End of Period	20,079	104,459	86,197	83,406	78,041
AIM V.I. DIVERSIFIED INCOME SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 7.80	\$ 10.297	\$ 10.249	\$ 11.013
Accumulation Unit Value, End of Period	\$ 7.80	\$ 10.297	\$ 10.249	\$ 11.013	\$ 11.285
Number of Units Outstanding, End of Period	34,530	0	0	0	0
AIM V.I. GOVERNMENT SECURITIES SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.43	\$ 10.785	\$ 11.773	\$ 11.704
Accumulation Unit Value, End of Period	\$ 10.43	\$ 10.785	\$ 11.773	\$ 11.704	\$ 11.787
Number of Units Outstanding, End of Period	0	0	3,383	3,383	3,383
AIM V.I. GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 7.52	\$ 4.890	\$ 3.320	\$ 4.286
Accumulation Unit Value, End of Period	\$ 7.52	\$ 4.890	\$ 3.320	\$ 4.286	\$ 4.142
Number of Units Outstanding, End of Period	32,771	133,470	115,932	110,527	94,083
AIM V.I. INTERNATIONAL GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 8.32	\$ 6.255	\$ 5.188	\$ 6.586
Accumulation Unit Value, End of Period	\$ 8.32	\$ 6.255	\$ 5.188	\$ 6.586	\$ 7.008
Number of Units Outstanding, End of Period	0	1,446	0	0	0
AIM V.I. PREMIER EQUITY SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 8.54	\$ 7.345	\$ 5.039	\$ 6.199
Accumulation Unit Value, End of Period	\$ 8.54	\$ 7.345	\$ 5.039	\$ 6.199	\$ 5.969
Number of Units Outstanding, End of Period	22,904	96,014	89,919	84,217	75,997
DREYFUS SOCIALLY RESPONSIBLE SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 8.42	\$ 6.410	\$ 4.480	\$ 5.553
Accumulation Unit Value, End of Period	\$ 8.42	\$ 6.410	\$ 4.480	\$ 5.553	\$ 5.351
Number of Units Outstanding, End of Period	0	2,161	2,343	2,535	2,460
DREYFUS STOCK INDEX SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 8.83	\$ 7.626	\$ 5.824	\$ 7.353
Accumulation Unit Value, End of Period	\$ 8.83	\$ 7.626	\$ 5.824	\$ 7.353	\$ 7.335
Number of Units Outstanding, End of Period	403	5,634	7,533	7,597	7,543
DREYFUS VIF GROWTH AND INCOME SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 9.38	\$ 8.683	\$ 6.378	\$ 7.940
Accumulation Unit Value, End of Period	\$ 9.38	\$ 8.683	\$ 6.378	\$ 7.940	\$ 7.684
Number of Units Outstanding, End of Period	0	6,523	4,071	4,069	4,067
DREYFUS VIF MONEY MARKET SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.17	\$ 10.400	\$ 10.379	\$ 10.281
Accumulation Unit Value, End of Period	\$ 10.17	\$ 10.400	\$ 10.379	\$ 10.281	\$ 10.204
Number of Units Outstanding, End of Period	8,743	10,868	14,612	11,408	8,425

FIDELITY VIP CONTRAFUND SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 9.23	\$ 7.970	\$ 7.107	\$ 8.980
Accumulation Unit Value, End of Period	\$ 9.23	\$ 7.970	\$ 7.107	\$ 8.980	\$ 9.381
Number of Units Outstanding, End of Period	14,991	80,328	71,359	74,699	72,513
FIDELITY VIP EQUITY INCOME SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.42	\$ 9.741	\$ 7.958	\$ 10.202
Accumulation Unit Value, End of Period	\$ 10.42	\$ 9.741	\$ 7.958	\$ 10.202	\$ 10.286
Number of Units Outstanding, End of Period	17,198	42,652	45,833	43,248	32,641
FIDELITY VIP GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 8.37	\$ 6.782	\$ 4.663	\$ 6.094
Accumulation Unit Value, End of Period	\$ 8.37	\$ 6.782	\$ 4.663	\$ 6.094	\$ 5.736
Number of Units Outstanding, End of Period	21,583	76,935	76,809	72,242	67,032
FIDELITY VIP HIGH INCOME SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 8.30	\$ 7.209	\$ 7.335	\$ 9.183
Accumulation Unit Value, End of Period	8.30	\$ 7.209	\$ 7.335	\$ 9.183	\$ 9.500
Number of Units Outstanding, End of Period	102	4,442	7,089	8,863	8,688
FTVIP FRANKLIN SMALL CAP INVESTMENTS (CLASS 2) SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	—	—	—	—	—
Accumulation Unit Value, End of Period	—	—	—	—	—
Number of Units Outstanding, End of Period	—	—	—	—	—
FTVIP FRANKLIN SMALL CAP (CLASS 2) SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period				\$ 4.763	\$ 6.430
Accumulation Unit Value, End of Period				\$ 6.430	\$ 6.439
Number of Units Outstanding, End of Period				1,117	1,115
FTVIP MUTUAL SHARE SECURITIES (CLASS 2) SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.45	\$ 11.00	\$ 9.539	\$ 11.743
Accumulation Unit Value, End of Period	\$ 10.45	\$ 11.00	\$ 9.539	\$ 11.743	\$ 12.028
Number of Units Outstanding, End of Period	0	2,884	4,094	4,090	4,087
FTVIP TEMPLETON DEVELOPING MARKETS SECURITIES (CLASS 2) SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 8.17	\$ 7.507	\$ 7.254	\$ 10.917
Accumulation Unit Value, End of Period	\$ 8.17	\$ 7.507	\$ 7.254	\$ 10.917	\$ 11.680
Number of Units Outstanding, End of Period	0	0	0	0	0
FTVIP TEMPLETON FOREIGN SECURITIES SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 9.60	\$ 8.548	\$ 6.353	\$ 8.262
Accumulation Unit Value, End of Period	\$ 9.60	\$ 8.548	\$ 6.353	\$ 8.262	\$ 8.513
Number of Units Outstanding, End of Period	0	0	945	945	945
FTVIP TEMPLETON GROWTH SECURITIES SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.00	\$ 9.703	\$ 7.780	\$ 10.112
Accumulation Unit Value, End of Period	\$ 10.00	\$ 9.703	\$ 7.780	\$ 10.112	\$ 10.414
Number of Units Outstanding, End of Period	2,289	2,050	7,098	4,154	9,771
GOLDMAN SACHS VIT CAPITAL GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 8.76	\$ 7.737	\$ 5.488	\$ 6.679
Accumulation Unit Value, End of Period	\$ 8.76	\$ 7.737	\$ 5.488	\$ 6.679	\$ 6.563

Number of Units Outstanding, End of Period	1,593	4,137	5,854	5,928	5,876
GOLDMAN SACHS VIT CORE(SM) SMALL CAP EQUITY SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 9.61	\$ 9.88	\$ 8.267	\$ 11.873
Accumulation Unit Value, End of Period	\$ 9.61	\$ 9.88	\$ 8.267	\$ 11.873	\$ 12.223
Number of Units Outstanding, End of Period	0	4,499	5,111	4,927	4,831
GOLDMAN SACHS VIT CORE(SM) US EQUITY SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 8.81	\$ 7.627	\$ 5.859	\$ 7.462
Accumulation Unit Value, End of Period	\$ 8.81	\$ 7.627	\$ 5.859	\$ 7.462	\$ 7.749
Number of Units Outstanding, End of Period	1,916	4,493	7,802	7,758	7,634
GOLDMAN SACHS VIT GLOBAL INCOME SUB-ACCOUNT/(1)/					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.36	—	—	—
Accumulation Unit Value, End of Period	\$ 10.36	\$ 10.682	—	—	—
Number of Units Outstanding, End of Period	0	0	—	—	—

55 PROSPECTUS

GOLDMAN SACHS VIT INTERNATONAL EQUITY SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 9.09	\$ 6.952	\$ 5.584	\$ 7.443
Accumulation Unit Value, End of Period	\$ 9.09	\$ 6.952	\$ 5.584	\$ 7.443	\$ 7.258
Number of Units Outstanding, End of Period	0	0	0	0	0

MFS EMERGING GROWTH SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 8.08	\$ 5.286	\$ 3.444	\$ 4.412
Accumulation Unit Value, End of Period	\$ 8.08	\$ 5.286	\$ 3.444	\$ 4.412	\$ 4.310
Number of Units Outstanding, End of Period	11,866	61,761	75,018	71,114	66,448

MFS INVESTORS TRUST SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 9.64	\$ 7.965	\$ 6.192	\$ 7.440
Accumulation Unit Value, End of Period	\$ 9.64	\$ 7.965	\$ 6.192	\$ 7.440	\$ 7.396
Number of Units Outstanding, End of Period	576	15,527	22,272	23,237	23,178

MFS NEW DISCOVERY SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 9.55	\$ 8.923	\$ 7.142	\$ 9.384
Accumulation Unit Value, End of Period	\$ 9.55	\$ 8.923	\$ 7.142	\$ 9.384	\$ 8.631
Number of Units Outstanding, End of Period	0	4,370	621	3,220	3,261

MFS RESEARCH SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 8.61	\$ 6.666	\$ 4.948	\$ 6.069
Accumulation Unit Value, End of Period	\$ 8.61	\$ 6.666	\$ 4.948	\$ 6.069	\$ 6.150
Number of Units Outstanding, End of Period	11,698	70,874	70,703	65,726	59,409

OPPENHEIMER AGGRESSIVE GROWTH SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 6.94	\$ 4.694	\$ 3.334	\$ 4.119
Accumulation Unit Value, End of Period	\$ 6.94	\$ 4.694	\$ 3.334	\$ 4.119	\$ 4.332
Number of Units Outstanding, End of Period	8,000	54,096	76,844	68,188	69,130

OPPENHEIMER CAPITAL APPRECIATION SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 8.92	\$ 7.667	\$ 5.516	\$ 7.105
Accumulation Unit Value, End of Period	\$ 8.92	\$ 7.667	\$ 5.516	\$ 7.105	\$ 6.910
Number of Units Outstanding, End of Period	18,937	81,840	79,255	76,584	74,628

OPPENHEIMER GLOBAL SECURITIES SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 9.41	\$ 8.142	\$ 6.236	\$ 8.773
Accumulation Unit Value, End of Period	\$ 9.41	\$ 8.142	\$ 6.236	\$ 8.773	\$ 8.880
Number of Units Outstanding, End of Period	2,457	16,839	19,248	19,288	17,680

OPPENHEIMER MAIN STREET SUB-ACCOUNT/(2)/

Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 8.72	\$ 7.702	\$ 6.152	\$ 7.668
Accumulation Unit Value, End of Period	\$ 8.72	\$ 7.702	\$ 6.152	\$ 7.668	\$ 7.618
Number of Units Outstanding, End of Period	33,469	16,839	127,294	125,761	115,872

OPPENHEIMER STRATEGIC BOND SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 9.88	\$ 10.184	\$ 10.762	\$ 12.500
Accumulation Unit Value, End of Period	\$ 9.88	\$ 10.184	\$ 10.762	\$ 12.500	\$ 12.799
Number of Units Outstanding, End of Period	976	34,123	32,383	32,808	32,710

VAN KAMPEN UIF CORE PLUS FIXED INCOME SUB-ACCOUNT/(3)/

Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.49	\$ 11.275	\$ 11.904	\$ 12.252
Accumulation Unit Value, End of Period	\$ 10.49	\$ 11.275	\$ 11.904	\$ 12.252	\$ 12.488

Number of Units Outstanding, End of Period	0	0	1,979	1,979	1,979
VAN KAMPEN UIF EQUITY GROWTH SUB-ACCOUNT					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 8.06	\$ 6.727	\$ 4.773	\$ 5.866
Accumulation Unit Value, End of Period	\$ 8.06	\$ 6.727	\$ 4.773	\$ 5.866	\$ 5.672
Number of Units Outstanding, End of Period	2,971	0	7,305	7,390	7,331
VAN KAMPEN UIF GLOBAL VALUE EQUITY SUB-ACCOUNT/(4/)					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.50	\$ 9.601	\$ 7.851	\$ 9.960
Accumulation Unit Value, End of Period	\$ 10.50	\$ 9.601	\$ 7.851	\$ 9.960	\$ 10.029
Number of Units Outstanding, End of Period	0	0	231	231	230
VAN KAMPEN UIF U.S. MID CAP CORE SUB-ACCOUNT/(5/)					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 9.92	\$ 9.452	\$ 6.692	\$ 9.316
Accumulation Unit Value, End of Period	\$ 9.92	\$ 9.452	\$ 6.692	\$ 9.316	\$ 9.483
Number of Units Outstanding, End of Period	1,841	0	11,002	11,156	11,041

VAN KAMPEN UIF VALUE SUB-ACCOUNT

Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 11.65	\$ 11.718	\$ 8.972	\$ 11.834
Accumulation Unit Value, End of Period	\$ 11.65	\$ 11.718	\$ 8.972	\$ 11.834	\$ 12.542
Number of Units Outstanding, End of Period	0	0	3,917	3,850	3,868

* The Contracts with the Enhanced Death and Income Benefit Combination Rider II were first offered on September 22, 2000. The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 1.55% and an administrative charge of 0.10%. All of the Variable Sub-Accounts commenced operations on or before September 22, 2000, except as described in the footnotes below. The Accumulation Unit information shown for 2004 is for the period beginning January 1 and ending September 30.

- (1) Goldman Sachs VIT Global Income Sub-Account is not available to new investors as of May 1, 2002.
- (2) Effective May 1, 2003, Oppenheimer Main Street Growth & Income Fund/VA changed its name to Oppenheimer Main Street Fund/VA. We have made a corresponding change in the name of the Variable Sub-Account that invests in this Portfolio.
- (3) Effective May 1, 2002, Van Kampen UIF Fixed Income Portfolio, Class I changed its name to Van Kampen UIF Core Plus Fixed Income Portfolio, Class I. We have made a corresponding change in the name of the Variable Sub-Account that invests in this Portfolio.
- (4) Effective May 1, 2001, Van Kampen UIF Global Equity Portfolio, Class I changed its name to Van Kampen UIF Global Value Equity Portfolio, Class I. We have made a corresponding change in the name of the Variable Sub-Account that invests in this Portfolio.
- (5) Effective May 1, 2003, Van Kampen UIF Mid Cap Value Portfolio, Class I changed its name to Van Kampen UIF U.S. Mid Cap Core Portfolio, Class I. Effective May 1, 2004, Van Kampen UIF U.S. Mid Cap Core Portfolio, Class I changed its name to Van Kampen UIF U.S. Mid Cap Value Portfolio, Class I.

APPENDIX B

MARKET VALUE ADJUSTMENT

The Market Value Adjustment is based on the following:

I = the Treasury Rate for a maturity equal to the Guarantee Period for the week preceding the establishment of the Guarantee Period.

N = the number of whole and partial years from the date we receive the withdrawal, transfer, or death benefit request, or from the Payout Start Date to the end of the Guarantee Period.

J = the Treasury Rate for a maturity equal to the Guarantee Period for the week preceding the receipt of the withdrawal, transfer, death benefit, or income payment request.*

Treasury Rate means the U.S. Treasury Note Constant Maturity yield as reported in Federal Reserve Bulletin Release H.15.

* If a U.S. Treasury Note ("Note") with a maturity of the Guarantee Period is not available, we will determine an appropriate interest rate based on an interpolation of the next shortest duration and next longest duration Notes.

The Market Value Adjustment factor is determined from the following formula:

$$.9 \times [I - J] \times N$$

To determine the Market Value Adjustment, we will multiply the Market Value Adjustment factor by the amount transferred, withdrawn (in excess of the Free Withdrawal Amount), paid as a death benefit, or applied to an Income Plan from a Guarantee Period at any time other than during the 30 day period after such Guarantee Period expires.

EXAMPLES OF MARKET VALUE ADJUSTMENT

Purchase Payment:	\$10,000 allocated to a Guarantee Period
Guarantee Period:	5 years
Interest Rate:	4.50%
Full Surrender:	End of Contract Year 3

NOTE: These examples assume that premium taxes are not applicable.

EXAMPLE 1 (ASSUME DECLINING 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:	$.15 \times (\$10,000.00) = \$1,500.00$
Step 3. Calculate the Withdrawal Charge:	$I = 4.5\%$ $J = 4.2\%$

$$N = \frac{730 \text{ days}}{365 \text{ days}} = 2$$

Step 4. Calculate the Market Value Adjustment:	Market Value Adjustment Factor: $.9 \times [I - J] \times N = .9 \times [.045 - .042]$ $\times 2 = .0054$ Market Value Adjustment = Market Value Adjustment Factor X Amount Subject to Market Value Adjustment: $= .0054 \times (\$11,411.66 - \$1,500.00) =$ $\$53.52$
Step 5. Calculate the amount received by a Contract Owner as a result of full withdrawal at the end of Contract Year 3:	$\$11,411.66 + \$53.52 = \$11,465.18$

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: $.15 \times (\$10,000.00) = \$1,500.00$
 Step 3. Calculate the Withdrawal Charge: $I = 4.5\%$
 Step 4. Calculate the Market Value Adjustment: $J = 4.8\%$

$$N = \frac{730 \text{ days}}{365 \text{ days}} = 2$$

Market Value Adjustment Factor:
 $.9 \times [I - J] \times N = .9 \times [.045 - .048]$
 $\times 2 = -.0054$

Market Value Adjustment = Market Value
 Adjustment Factor \times Amount Subject to
 Market Value Adjustment:

$$= -.0054 \times (\$11,411.66 - \$1,500.00) =$$

$$-53.52\$$$

Step 5. Calculate the amount received by a Contract Owner as a result of
 full withdrawal at $\$11,411.66 - \$53.52 = \$11,358.14$

the end of Contract Year 3:

59 PROSPECTUS

STATEMENT OF ADDITIONAL INFORMATION

TABLE OF CONTENTS

ADDITIONS, DELETIONS OR SUBSTITUTIONS OF INVESTMENTS

THE CONTRACT

Purchase of Contracts

Tax-free Exchanges (1035 Exchanges, Rollovers and Transfers)

CALCULATION OF ACCUMULATION UNIT VALUES

NET INVESTMENT FACTOR

CALCULATION OF VARIABLE INCOME PAYMENTS

CALCULATION OF ANNUITY UNIT VALUES

GENERAL MATTERS

Incontestability

Settlements

Safekeeping of the Variable Account's Assets

Premium Taxes

Tax Reserves

EXPERTS

FINANCIAL STATEMENTS

APPENDIX A: ACCUMULATION UNIT VALUES

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.

PART II

INFORMATION NOT REQUIRED IN THE PROSPECTUS

ITEM 14. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

Registrant anticipates that it will incur the following approximate expenses in connection with the issuance and distribution of the securities to be registered:

Registration fees	\$	0
Cost of printing and engraving	\$	0
Legal fees	\$	0
Accounting fees	\$	6,600
Mailing fees	\$	0

ITEM 15. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

The By-laws of Allstate Life Insurance Company (“Registrant”) provide that Registrant will indemnify all of its directors, former directors, officers and former officers, to the fullest extent permitted under law, who were or are a party or are threatened to be made a party to any proceeding by reason of the fact that such persons were or are directors or officers of Registrant, against liabilities, expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by them. The indemnity shall not be deemed exclusive of any other rights to which directors or officers may be entitled by law or under any articles of incorporation, bylaw, agreement, vote of stockholders or disinterested directors or otherwise. In addition, the indemnity shall inure to the benefit of the legal representatives of directors and officers or of their estates, whether such representatives are court appointed or otherwise designated, and to the benefit of the heirs of such directors and officers. The indemnity shall extend to and include claims for such payments arising out of any proceeding commenced or based on actions of such directors and officers taken prior to the effectiveness of this indemnity; provided that payment of such claims had not been agreed to or denied by Registrant before such date. The directors and officers of Registrant have been provided liability insurance for certain losses arising from claims or charges made against them while acting in their capacities as directors or officers of Registrant.

Disclosure of Commission Position on Indemnification for Securities Act Liabilities

Allstate Corporation has secured a financial institutions bond in the amount of \$5,000,000, subject to a \$25,000,000 deductible. Allstate also maintains directors’ and officers’ liability insurance coverage with limits of \$200 million under which ALIC, as well as certain other subsidiaries of Allstate, are covered. A provision in ALIC’s by-laws provides for the indemnification of individuals serving as directors or officers. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers or persons controlling ALIC pursuant to the foregoing provisions, ALIC has been informed that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is therefore unenforceable.

ITEM 16. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.

(1)(a) Form of Underwriting Agreement. Filed herewith.

(1)(b) Assignment & Delegation of Administrative Services Agreements, Underwriting Agreements, and Selling Agreements between ALFS, Inc. and Allstate Life Insurance Company, Allstate Life Insurance Company of New York, Charter National Life Insurance Company, Intramerica Life Insurance Company, Allstate Distributors, LLC, Allstate Financial Services, LLC & Lincoln Benefit Life Company. Filed herewith.

(4)(a) Contract and Application. Filed herewith.

(4)(b) Contract Endorsement. Filed herewith.

(4)(c) Form of Contract Endorsement (reflecting Allstate as issuer). Filed herewith.

(5) Opinion and Consent of General Counsel re: Legality of securities being registered. Filed herewith.

(15) Letter re: unaudited interim financial information from Registered Public Accounting Firm. Filed herewith.

(23) Consent of Independent Registered Public Accounting Firm. Filed herewith.

(24) Powers of Attorney for Brian R. Bohaty, John E. Dugenske, Angela K. Fontana, Mary Jane Fortin, Mario Imbarrato, Katherine A. Mabe, Harry R. Miller, Julie Parsons, Samuel H. Pilch, P. John Rugel, Steven E. Shebik, Brian Stricker, Thomas J. Wilson, and Matthew E. Winter. Filed herewith.

(99)(a) Merger Agreement and Articles of Merger Between Glenbrook Life and Annuity Company and Allstate Life Insurance Company. Filed herewith.

(99)(b) Experts. Filed herewith

ITEM 17. UNDERTAKINGS

The undersigned registrant hereby undertakes:

- (1) That, for the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment to this registration statement shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (2) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (3) That each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness.
- (4) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities:

The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

- (i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;
 - (ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;
 - (iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and
 - (iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.
- (5) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (6) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in the Township of Northfield, State of Illinois on the 5th day of October, 2017.

ALLSTATE LIFE INSURANCE COMPANY

(REGISTRANT)

By: /s/ ANGELA K. FONTANA

Angela K. Fontana
Director, Vice President,
General Counsel and Secretary

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated and on the 5th day of October, 2017.

*/JOHN E. DUGENSKA

John E. Dugenske
Director, Executive Vice President and Chief Investment Officer

/s/ANGELA K. FONTANA

Angela K. Fontana
Director, Vice President, General Counsel and Secretary

*/MARY JANE FORTIN

Mary Jane Fortin
Director and President

*/MARIO IMBARRATO

Mario Imbarrato
Director, Vice President and Chief Financial Officer
(Principal Financial Officer)

*/KATHERINE A. MABE

Katherine A. Mabe
Director

*/HARRY R. MILLER

Harry R. Miller
Director, Senior Vice President and Chief Risk Officer

*/SAMUEL H. PILCH

Samuel H. Pilch
Director, Senior Group Vice President and Controller
(Principal Accounting Officer)

*/P. JOHN RUGEL

P. John Rugel
Director and Senior Vice President

*/STEVEN E. SHEBIK

Steven E. Shebik
Director

*/BRIAN STRICKER

Brian Stricker
Director and Senior Vice President

*/BRIAN R. BOHATY

Brian R. Bohaty
Director

*/JULIE PARSONS

Julie Parsons
Director

*/THOMAS J. WILSON

Thomas J. Wilson
Director and Chairman of the Board

*/MATTHEW E. WINTER

Matthew E. Winter
Director and Chief Executive Officer
(Principal Executive Officer)

*/By: Angela K. Fontana, pursuant to Power of Attorney, filed herewith.

EXHIBIT LIST

The following exhibits are filed herewith:

Exhibit No.	Description
(1)(a)	Form of Underwriting Agreement
(1)(b)	Assignment & Delegation of Administrative Services Agreements, Underwriting Agreements, and Selling Agreements
(4)(a)	Contract and Application
(4)(b)	Contract Endorsement
(4)(c)	Form of Contract Endorsement
(5)	Opinion and Consent of General Counsel re: Legality of securities being registered
(15)	Letter Re. Unaudited Interim Financial Information from Independent Registered Public Accounting Firm
(23)	Consent of Independent Registered Public Accounting Firm
(24)	Powers of Attorney for Brian R. Bohaty, John E. Dugenske, Angela K. Fontana, Mary Jane Fortin, Mario Imbarrato, Katherine A. Mabe, Harry R. Miller, Julie Parsons, Samuel H. Pilch, P. John Rugel, Steven E. Shebik, Brian Stricker, Thomas J. Wilson, and Matthew E. Winter.
(99)(a)	Merger Agreement and Articles
(99)(b)	Experts

UNDERWRITING AGREEMENT

THIS AGREEMENT, is entered into on this day of , 1996, by and among GLENBROOK LIFE AND ANNUITY COMPANY ("Glenbrook Life" or "Company"), a life insurance company organized under the laws of the State of Illinois, and ALLSTATE LIFE FINANCIAL SERVICES, INC., ("Principal Underwriter"), a corporation organized under the laws of the state of Delaware.

RECITALS

WHEREAS, Company proposes to issue to the public certain flexible premium deferred variable annuity contracts identified in the Attachment A ("Contracts"); and

WHEREAS, the Separate Account is registered with the Securities and Exchange Commission ("Commission") as a unit investment trust under the Investment Company Act of 1940 (File No. 811-07541); and

WHEREAS, the Contracts to be issued by Company are registered with the Commission under the Securities Act of 1933 and the Investment Company Act of 1940. (File No. 333-00987, 333-00999) for offer and sale to the public and otherwise are in compliance with all applicable laws; and

WHEREAS, Principal Underwriter, a broker-dealer registered under the Securities Exchange Act of 1934 and a member of the National Association of Securities Dealers, Inc. ("NASD"), proposes to act as principal underwriter on an agency (best efforts) basis in the marketing and distribution of said Contracts; and

WHEREAS, Company desires to obtain the services of Principal Underwriter as an underwriter and distributor of said Contracts issued by Company;

NOW THEREFORE, in consideration of the foregoing, and of the mutual covenants and conditions set forth herein, and for other good and valuable consideration, the Company, the Separate Account, and the Principal Underwriter hereby agree as follows:

1. AUTHORITY AND DUTIES

(a) Principal Underwriter will serve as an underwriter and distributor on an agency basis for the Contracts which will be issued by the Company.

(b) Principal Underwriter will use its best efforts to provide information and marketing assistance to licensed insurance agents and broker-dealers on a continuing basis. However, Principal Underwriter shall be responsible

for compliance with the requirements of state broker-dealer regulations and the Securities Exchange Act of 1934 as each applies to Principal Underwriter in connection with its duties as distributor of said Contracts. Moreover, Principal Underwriter shall conduct its affairs in accordance with the rules of Fair Practice of the NASD.

(c) Subject to agreement with the Company, Principal Underwriter may enter into selling agreements with broker-dealers which are registered under the Securities Exchange Act of 1934 and authorized by applicable law or exemptions to sell single payment deferred annuity contracts issued by Company. Any such contractual arrangement is expressly made subject to this Agreement, and Principal Underwriter will at all times be responsible to Company for supervision of compliance with the federal securities laws regarding distribution of Contracts.

2. WARRANTIES

(a) The Company represents and warrants to Principal Underwriter that:

(i) Registration Statements on Form S-1 for each of the Contracts identified in Attachment A have been filed with the Commission in the form previously delivered to Principal Underwriter and that copies of any and all amendments thereto will be forwarded to Principal Underwriter at the time that they are filed with Commission;

(ii) The Registration Statement and any further amendments or supplements thereto will, when they become effective, conform in all material respects to the requirements of the Securities Act of 1933, and the rules and regulations of the Commission under such Acts, and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that this representation and warranty shall not apply to any statement or omission made in reliance upon and in conformity with information furnished in writing to Company by Principal Underwriter expressly for use therein;

(iii) The Company is validly existing as a stock life insurance company in good standing under the laws of the State of Illinois, with power to own its properties and conduct its business as described in the Prospectus, and has been duly qualified for the transaction of business and is in good standing under the laws of each other

2

jurisdiction in which it owns or leases properties, or conducts any business;

(iv) Those persons who offer and sell the Contracts are to be appropriately licensed or appointed to comply with the state insurance laws;

(v) The performance of this Agreement and the consummation of the transactions contemplated by this Agreement will not result in a violation of any of the provisions of or default under any statute, indenture, mortgage, deed of trust, note agreement or other agreement or instrument to which Company is a party or by which Company is bound (including Company's Charter or By-laws as a stock life insurance company, or any order, rule or regulation of any court or governmental agency or body having jurisdiction over Company or any of its properties);

(vi) There is no consent, approval, authorization or order of any court or governmental agency or body required for the consummation by Company of the transactions contemplated by this Agreement, except such as may be required under the Securities Exchange Act of 1934 or state insurance or securities laws in connection with the distribution of the Contracts; and

(vii) There are no material legal or governmental proceedings pending to which Company is a party or of which any property of Company is the subject (other than as set forth in the Prospectus relating to the Contracts, or litigation incident to the kind of business conducted by the Company) which, if

determined adversely to Company, would individually or in the aggregate have a material adverse effect on the financial position, surplus or operations of Company.

(b) Principal Underwriter represents and warrants to Company that:

(i) It is a broker-dealer duly registered with the Commission pursuant to the Securities Exchange Act of 1934, is a member in good standing of the NASD, and is in compliance with the securities laws in those states in which it conducts business as a broker-dealer;

(ii) As a principal underwriter, it shall permit the offer and sale of Contracts to the public only by and through persons who are

3

appropriately licensed under the securities laws and who are appointed in writing by the Company to be authorized insurance agents;

(iii) The performance of this Agreement and the consummation of the transactions herein contemplated will not result in a breach or violation of any of the terms or provisions of or constitute a default under any statute, indenture, mortgage, deed of trust, note agreement or other agreement or instrument to which Principal Underwriter is a party or by which Principal Underwriter is bound (including the Certificate of Incorporation or By-laws of Principal Underwriter or any order, rule or regulation of any court or governmental agency or body having jurisdiction over either Principal Underwriter or its property); and

(iv) To the extent that any statements made in the Registration Statement, or any amendment or supplement thereto, are made in reliance upon and in conformity with written information furnished to Company by Principal Underwriter expressly for use therein, such statements will, when they become effective or are filed with the Commission, as the case may be, conform in all material respects to the requirements of the Securities Act of 1933 and the rules and regulations of the Commission thereunder, and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading.

3. BOOKS AND RECORDS

(a) Principal Underwriter shall keep, in a manner and form approved by Company and in accordance with Rules 17a-3 and 17a-4 under the Securities Exchange Act of 1934, correct records and books of account as required to be maintained by a registered broker-dealer, acting as principal underwriter, of all transactions entered into on behalf of Company with respect to its activities under this Agreement. Principal Underwriter shall make such records and books of account available for inspection by the Commission, and Company shall have the right to inspect, make copies of or take possession of such records and books of account at any time upon demand.

(b) Subject to applicable Commission or NASD restrictions, Company will send confirmations of Contract transactions to Contract Owners.

4

Company will make such confirmations and records of transactions available to Principal Underwriter upon request.

4. SALES MATERIALS

(a) After authorization to commence the activities contemplated herein, Principal Underwriter will utilize the currently effective prospectus relating to the subject Contracts in connection with its underwriting, marketing and distribution efforts. As to other types of sales material, Principal Underwriter hereby agrees and will require any participating or selling broker-dealers to agree that they will use only sales materials which have been authorized for use by Company, which conform to the requirements of federal and state laws and regulations, and which have been filed where necessary with the appropriate regulatory authorities, including the NASD.

(b) Principal Underwriter will not distribute any prospectus, sales literature or any other printed matter or material in the underwriting and distribution of any Contract if, to the knowledge of Principal Underwriter, any of the foregoing misstates the duties, obligation or liabilities of Company or Principal Underwriter.

5. COMPENSATION

Principal Underwriter shall be entitled to such remuneration for its services and reimbursement for its fees, charges and expenses as will be contained in such Schedules as attached hereto as Attachment B. Said Schedules may be amended from time to time at the mutual consent of the undersigned parties.

6. UNDERWRITING TERMS

(a) Principal Underwriter makes no representations or warranties regarding the number of Contracts to be sold by licensed broker-dealers and registered representatives of broker-dealers or the amount to be paid thereunder. Principal Underwriter does, however, represent that it will actively engage in its duties under this Agreement on a continuous basis while there is an effective registration statement with the Commission.

(b) Principal Underwriter will use its best efforts to ensure that the Contracts shall be offered for sale by registered broker-dealers and registered representatives (who are duly licensed as insurance agents)

5

on the terms described in the currently effective prospectus describing such Contracts.

(c) It is understood and agreed that Principal Underwriter may render similar services to other companies in the distribution of other variable contracts.

(d) The Company will use its best efforts to assure that the Contracts are continuously registered under the Securities Act of 1933 (and under any applicable state "blue sky" laws) and to file for approval under state insurance laws when necessary.

(e) The Company reserves the right at any time to suspend or limit the public offering of the subject Contracts upon one day's written notice to Principal Underwriter.

7. LEGAL AND REGULATORY ACTIONS

(a) The Company agrees to advise Principal Underwriter immediately of:

(i) any request by the Commission for amendment of the Registration Statement or for additional information relating to the Contracts;

(ii) the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement relating to the Contracts or the initiation of any proceedings for that purpose; and

(iii) the happening of any known material event which makes untrue any statement made in the Registration Statement relating to the Contracts or which requires the making of a change therein in order to make any statement made therein not misleading.

(b) Each of the undersigned parties agrees to notify the other in writing upon being apprised of the institution of any proceeding, investigation or hearing involving the offer or sale of the subject Contracts.

(c) During any legal action or inquiry, Company will furnish to Principal Underwriter such information with respect the Contracts in such form and signed by such of its officers as Principal Underwriter may reasonably request and will warrant that the statements therein contained when so signed are true and correct.

9. TERMINATION

(a) This Agreement will terminate automatically upon its assignment.

(b) This Agreement shall terminate without the payment of any penalty by either party upon sixty (60) days' advance written notice.

(c) This Agreement shall terminate at the option of the Company upon institution of formal proceedings against Principal Underwriter by the NASD or by the Commission, or if Principal Underwriter or any representative thereof at any time:

(i) employs any device, scheme, artifice, statement or omission to defraud any person;

(ii) fails to account and pay over promptly to the Company money due it according to the Company's records; or

(iii) violates the conditions of this Agreement.

10. INDEMNIFICATION

The Company agrees to indemnify Principal Underwriter for any liability that it may incur to a Contract owner or party-in-interest under a Contract:

(a) arising out of any act or omission in the course of or in connection with rendering services under this Agreement; or

(b) arising out of the purchase, retention or surrender of a contract; provided, however, that the Company will not indemnify Principal Underwriter for any such liability that results from the willful misfeasance, bad faith or gross negligence of Principal Underwriter or from the reckless disregard by such Principal Underwriter of its duties and obligations arising under this Agreement.

11. GENERAL PROVISIONS

(a) This Agreement shall be subject to the laws of the State of Illinois.

(b) This Agreement, along with any Schedules attached hereto and incorporated herein by reference, may be amended from time to time by the mutual agreement and consent of the undersigned parties.

(c) In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in way be affected or impaired thereby.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be duly executed, to be effective as of _____, 1996.

GLENBROOK LIFE AND ANNUITY COMPANY

BY: _____ President & COO Date

ALLSTATE LIFE FINANCIAL SERVICES, INC.

BY: _____
President & COO Date

UNDERWRITING AGREEMENT

Attachment B

UNDERWRITING AGREEMENT

COMPENSATION

**ASSIGNMENT & DELEGATION OF ADMINISTRATIVE SERVICES AGREEMENTS, UNDERWRITING
AGREEMENTS, AND SELLING AGREEMENTS**

BETWEEN

ALFS, INC.

AND

**ALLSTATE LIFE INSURANCE COMPANY, ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK, CHARTER
NATIONAL LIFE INSURANCE COMPANY, INTRAMERICA LIFE INSURANCE COMPANY, ALLSTATE
DISTRIBUTORS, LLC, ALLSTATE FINANCIAL SERVICES, LLC & LINCOLN BENEFIT LIFE COMPANY,**

This agreement (hereinafter "Agreement") entered into this 1st day of September, 2011 between ALFS, Inc. (hereinafter "ALFS") and Allstate Life Insurance Company (hereinafter "ALIC"), Allstate Life Insurance Company of New York (hereinafter "ALNY"), Allstate Distributors, LLC (hereinafter "ADLLC"), Charter National Life Insurance Company (hereinafter "Charter"), Intramerica Life Insurance Company (hereinafter "Intramerica"), Allstate Financial Services, LLC (hereinafter "AFS") and Lincoln Benefit Life Company (hereinafter "LBL"). Collectively, ALFS, ALIC, ALNY, ADLLC, Charter, Intramerica, AFS, and LBL shall be referenced herein as "the Parties."

WHEREAS, ALIC has decided, in order to streamline corporate structure, enhance administrative simplicity, and better reflect ALIC's business strategy, to merge ALFS into ADLLC on or about April 29, 2011; and

WHEREAS, both ALFS and ADLLC are registered broker-dealers subject to the jurisdiction of the Financial Industry Regulatory Authority ("FINRA"); and

WHEREAS, the merger must be submitted for review to FINRA; and

WHEREAS, the Parties have previously entered into various administrative service agreements, principal underwriting agreements, selling agreements, information sharing, and wholesaling agreements (collectively "Agreements"); and

WHEREAS, the Parties agree that ALFS should assign ALFS' rights and delegate ALFS' duties to ADLLC under the Agreements; and

WHEREAS, ADLLC agrees to accept assignment of ALFS' rights and duties to ADLLC under the Agreements; and

WHEREAS, the Parties agree that such assignment and delegation under the Agreements should be documented,

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein the Parties hereto agree as follows:

I. Agreements: Assignment & Delegation:

A. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the Administrative Agreement between Allstate Life Insurance Company ("ALIC"), ALFS, Inc. and Allstate Life Insurance Company of New York ("ALNY") dated June 1, 1993, for the provision of personnel services and assumption of financial and administrative responsibility by ALIC and ALNY. To the extent that the contract contains anti-assignment or assignment/termination provisions, such provisions are waived by this assignment or rights and delegation of duties.

B. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the Administrative Services Agreement between ALFS, Inc. and Allstate Life Insurance Company, Lincoln Benefit Life Company and Charter National Life Insurance Company (the "Companies") effective January 1, 2000, whereby the Companies assume from ALFS financial and administrative responsibility for expenses and services, including but not limited to rent of premises, utilities, employee compensation (including taxes and benefits), computer hardware/software, postage, printing, office supplies, telephone, travel, financial, accounting, legal, regulatory, marketing and administrative services in connection with the marketing and distribution by ALFS of certain variable insurance contracts on behalf of the Companies. To

the extent that the contract contains anti-assignment or assignment/termination provisions, such provisions are waived by this assignment of rights and delegation of duties.

C. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the Administrative Services Agreement Administrative Services Agreement between Allstate Life Insurance Company of New York ("ALNY") and ALFS, Inc. ("ALFS") effective January 1, 2002, wherein ALFS will serve as an underwriter and distributor of variable insurance contracts issued by ALNY. To the extent that the contract contains anti-assignment or assignment/termination provisions, such provisions are waived by this assignment of rights and delegation of duties.

D. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the

Amended and Restated Principal Underwriting Agreement between Allstate Life Insurance Company ("ALIC") and ALFS, Inc. ("ALFS") effective June 1, 2006, wherein the Principal Underwriting Agreement between ALIC and ALFS effective May 1, 1999, with respect to variable annuity contracts is amended and restated concerning compensation. To the extent that the contract contains anti-assignment or assignment/termination provisions, such provisions are waived by this assignment of rights and delegation of duties.

E. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the Amended and Restated Principal Underwriting Agreement between Lincoln Benefit Life Company ("LBL") and ALFS, Inc. ("ALFS") effective June 1, 2006, wherein the Principal Underwriting Agreement between LBL and ALFS effective November 25, 1998, with respect to variable annuity contracts is amended and restated by revising Schedule A. To the extent that the contract contains anti-assignment or assignment/termination provisions, such provisions are waived by this assignment of rights and delegation of duties.

F. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the Principal Underwriting Agreement between Lincoln Benefit Life Company ("LBL") and ALFS, Inc. (f/k/a Allstate Life Financial Services, Inc.) ("ALFS"), effective November 25, 1998, that establishes ALFS as the principal underwriter of LBL's variable universal life. To the extent that the contract contains anti-assignment or assignment/termination provisions, such provisions are waived by this assignment of rights and delegation of duties.

G. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the Executive Wholesaling Agreement between Lincoln Benefit Life Company ("LBL") and ALFS, Inc. ("ALFS") effective December 19, 2005, wherein LBL and ALFS authorizes a third party to solicit sales of certain registered life insurance and annuity contracts and to recommend the contracts to registered representatives of such third parties. To the extent that the contract contains anti-assignment or assignment/termination provisions, such provisions are waived by this assignment of rights and delegation of duties.

H. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the Information Sharing Agreement (the "Agreement") between Allstate Insurance Company ("AIC") and certain affiliates, effective May 1, 2009, setting forth the terms and conditions under

which customer information, owned by a party to the Agreement, may be accessed for marketing purposes by another party to the Agreement in order to comply with certain provisions of The Fair and Accurate Credit Transaction Act of 2003. To the extent that the contract contains anti-assignment or assignment/termination provisions, such provisions are waived by this assignment of rights and delegation of duties.

I. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the Investment Management Agreement among Allstate Investments, LLC ("AILLC"), Allstate Insurance Company, The Allstate Corporation and certain of its non-insurance and insurance subsidiaries (collectively, the "Allstate Affiliates") effective January 1, 2007, (the "Agreement") whereby AILLC will render investment management services and advice to the Allstate Affiliates. To the extent that the contract contains anti-assignment or assignment/termination provisions, such provisions are waived by this assignment of rights and delegation of duties.

J. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the Marketing Agreement between Allstate Life Insurance Company, in its capacity as successor in interest to Glenbrook Life and Annuity Company ("ALIC"), ALFS, Inc. ("ALFS") and Allstate Financial Services, LLC ("AFS") effective June 10, 2003, wherein ALIC and ALFS authorize AFS to solicit sales of certain insurance products and group and individual insurance contracts/policies and certificates participating therein. To the extent that the contract contains anti-assignment or assignment/termination provisions, such provisions are waived by this assignment of rights and delegation of duties.

K. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the Master Wholesaling Agreement between Lincoln Benefit Life Company ("LBL") and ALFS, Inc. ("ALFS") effective December 16, 2005, wherein LBL and ALFS authorizes a third party to solicit sales of certain registered life insurance and annuity contracts and to recommend the contracts to registered representatives of such third parties. To the extent that the contract contains anti-assignment or assignment/termination provisions, such provisions are waived by this assignment of rights and delegation of duties.

L. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the Principal Underwriting Agreement between Allstate Life Insurance Company ("ALIC") and ALFS, Inc. ("ALFS") effective January 1, 2005, (the "Agreement"), wherein ALIC grants to ALFS the right to be and ALFS agrees to serve as Principal Underwriter for the sale of variable insurance products and other insurance and investment products during the term of the Agreement. To the extent that the contract contains anti-assignment or

assignment/termination provisions, such provisions are waived by this assignment of rights and delegation of duties.

M. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the Selling Agreement (the "Agreement") between Lincoln Benefit Life Company ("LBL"), ALFS, Inc. and Allstate Financial Services, LLC ("AFS") effective August 2, 1999, whereby AFS will train and perform certain administrative responsibilities and duties in connection with sales of certain variable insurance contracts/policies as reflected in the Agreement. To the extent that the contract contains anti-assignment or assignment/termination provisions, such provisions are waived by this assignment of rights and delegation of duties.

N. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the Selling Agreement between Allstate Life Insurance Company of New York ("ALNY"), ALFS, Inc. ("ALFS"), and Allstate Financial Services, LLC ("AFS") effective May 1, 2005, wherein ALFS, as appointed by ALNY, is the underwriter of certain insurance products and group and individual insurance contracts/policies and certificates participating therein (the "Contracts"), and AFS will solicit sales of the Contracts on behalf of ALFS. To the extent that the contract contains anti-assignment or assignment/termination provisions, such provisions are waived by this assignment of rights and delegation of duties.

O. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the Selling Agreement among Allstate Life Insurance Company ("ALIC"), ALFS, Inc. (f/k/a Allstate Life Financial Services, Inc.) ("ALFS") and Allstate Financial Services, LLC (f/k/a LSA Securities, Inc.) ("AFS") effective July 26, 1999, pursuant to which ALIC and ALFS authorize AFS to supervise solicitations of certain variable contracts/policies by AFS' registered representatives who are licensed insurance agents. To the extent that the contract contains anti-assignment or assignment/termination provisions, such provisions are waived by this assignment of rights and delegation of duties.

P. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the Underwriting Agreement among Allstate Life Insurance Company ("ALIC") and Allstate Financial Advisors Separate Account I ("Separate Account") and ALFS, Inc. (f/k/a Allstate Life Financial Services, Inc.) ("ALFS") effective July 26, 1999, pursuant to which ALFS agrees to serve as principal underwriter and distributor on an agency basis

for variable insurance contracts which will be issued by ALIC through the Separate Account. To the extent that the contract contains anti-assignment or assignment/termination provisions, such provisions are waived by this assignment of rights and delegation of duties.

Q. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the Underwriting Agreement between Allstate Life Insurance Company of New York and ALFS, Inc. (f/k/a Allstate Life Financial Services, Inc.) effective October 1, 1996, regarding the marketing and distribution of designated variable annuity insurance products. To the extent that the contract contains anti-assignment or assignment/termination provisions, such provisions are waived by this assignment of rights and delegation of duties.

R. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the Underwriting Agreement between Allstate Life Insurance Company, in its capacity as successor in interest to Glenbrook Life and Annuity Company, and ALFS, Inc. (f/k/a Allstate Life Financial Services, Inc.) ("ALFS") executed May 23, 1997, and effective January 1, 1997, regarding the distribution of variable life insurance contracts. The agreement establishes ALFS as the underwriter for products that require a registered broker-dealer to act as the principal underwriter. To the extent that the contract contains anti-assignment or assignment/termination provisions, such provisions are waived by this assignment of rights and delegation of duties.

S. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the Underwriting Agreement between Allstate Life Insurance Company, in its capacity as successor in interest to Glenbrook Life and Annuity Company, and ALFS, Inc. (f/k/a Allstate Life Financial Services, Inc.) ("ALFS") executed May 23, 1997, and effective January 1, 1997, regarding the distribution of variable annuity products. The agreement establishes ALFS as the underwriter for products that require a registered broker-dealer to act as the principal underwriter. To the extent that the contract contains anti-assignment or assignment/termination provisions, such provisions are waived by this assignment of rights and delegation of duties.

T. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the Selling Agreement (the "Agreement") and Addenda to the Agreement between Allstate Life Insurance Company, in its capacity as successor in interest to Glenbrook Life and Annuity Company ("ALIC"), ALFS, Inc. ("ALFS") and Allstate Financial Services, LLC ("AFS") effective May 17, 2001, December 31, 2001, and November 18, 2002, respectively, wherein ALIC and ALFS desire to authorize AFS to solicit sales of certain

insurance products and group and individual insurance contracts/policies and certificates participating therein. To the extent that the contract contains anti-assignment or assignment/termination provisions, such provisions are waived by this assignment of rights and delegation of duties.

U. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the Administrative Services Agreement between Intramerica Life Insurance Company ("Intramerica") and ALFS, Inc. ("ALFS") effective January 1, 2002, wherein ALFS will serve as an underwriter and distributor of variable insurance contracts issued by Intramerica. Intramerica will assume financial and administrative responsibility for the expenses and services incurred by ALFS in connection with the contracts. To the extent that the contract contains anti-assignment or assignment/termination provisions, such provisions are waived by this assignment of rights and delegation of duties.

II. MISCELLANEOUS

- A. No amendment to this Agreement shall be effective unless made in writing and executed by the Parties thereto.
- B. ADLLC's duties and obligations under any other agreement not specifically listed herein shall be deemed to have been assigned and delegated from ALFS to ADLLC and accepted by ADLLC.
- C. Should any provision of this Agreement be held unenforceable, those provisions not affected by the determination of unenforceability shall remain in full force and effect.
- D. This Agreement will be construed in accordance with the laws of the State of Illinois
- E. This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original.
- F. The descriptive headings of this Agreement are intended for reference only and will not affect the construction or interpretation of this Agreement

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized officers on the date first above written.

**ALLSTATE LIFE INSURANCE
COMPANY**

By: /s/ Mario Rizzo

Mario Rizzo

Title: Senior Vice President and Treasurer

Date: 8/29/2011

ALLSTATE DISTRIBUTORS, LLC

By: /s/ Mario Rizzo

Mario Rizzo

Title: Senior Vice President and
Assistant Treasurer

Date: 8/29/2011

ALFS, Inc.

By: /s/ Mario Rizzo

Mario Rizzo

Title: Senior Vice President and
Assistant Treasurer

Date: 8/29/2011

**ALLSTATE LIFE INSURANCE
COMPANY OF NEW YORK**

By: /s/ Mario Rizzo

Mario Rizzo

Title: Senior Vice President and Treasurer

Date: 8/29/2011

**CHARTER NATIONAL LIFE
INSURANCE COMPANY**

By: /s/ Mario Rizzo

Mario Rizzo

Title: Senior Vice President and Treasurer

Date: 8/29/2011

**INTRAMERICA LIFE INSURANCE
COMPANY**

By: /s/ Mario Rizzo

Mario Rizzo

Title: Senior Vice President and Treasurer

Date: 8/29/2011

LINCOLN BENEFIT LIFE COMPANY

By: /s/ Mario Rizzo

Mario Rizzo

Title: Senior Vice President and Treasurer

Date: 8/29/2011

**ALLSTATE FINANCIAL SERVICES,
LLC**

By: /s/ Mario Rizzo

Mario Rizzo

Title: Senior Vice President and
Assistant Treasurer

Date: 8/29/2011

**FLEXIBLE PREMIUM DEFERRED
VARIABLE ANNUITY CONTRACT**

Glenbrook Life and Annuity Company, A Stock Company, Home Office:

Allstate Plaza, Northbrook, Illinois 60062

This Contract is issued in consideration of the initial purchase payment and any application. Glenbrook Life and Annuity Company will pay the benefits of this Contract, subject to its terms and conditions.

Throughout this Contract, "you" and "your" refer to the Contract owner(s). "We", "us" and "our" refer to Glenbrook Life and Annuity Company.

This flexible premium deferred variable annuity provides a cash withdrawal benefit, a death benefit, and a settlement value during the Accumulation Phase and periodic income payments beginning on the Payout Start Date during the Payout Phase.

The dollar amount of income payments or other values provided by this Contract, when based on the investment experience of the Variable Account, varies to reflect the performance of the Variable Account. For amounts in the Guaranteed Maturity Fixed Account, the withdrawal benefit, the death benefit, the settlement value, transfers to other sub-accounts and any periodic income payments may be subject to a Market Value Adjustment which may result in an upward or downward adjustment of the amount distributed.

This Contract does not pay dividends.

The tax status of this Contract as it applies to the owner should be reviewed each year.

PLEASE READ YOUR CONTRACT CAREFULLY.

This is a legal Contract between the Contract owner(s) and Glenbrook Life and Annuity Company.

RETURN PRIVILEGE

If you are not satisfied with this Contract for any reason, you may return it to us or our agent within 20 days after you receive it. We will refund any purchase payments allocated to the Variable Account, adjusted to reflect investment gain or loss from the date of allocation to the date of cancellation, plus any purchase payments allocated to the fixed account. If this contract is qualified under section 408 of the Internal Revenue Code, we will refund the greater of any purchase payments or the Contract Value.

If you have any questions about your Glenbrook Life variable annuity, please contact Glenbrook Life at (800) 755-5275.

Secretary Chief Executive Officer

FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY

Page 1

TABLE OF CONTENTS

THE PERSONS INVOLVED 3

ACCUMULATION PHASE 4

PAYOUT PHASE 9

INCOME PAYMENT TABLES 11

GENERAL PROVISIONS 12

Page 2

ANNUITY DATA

CONTRACT NUMBER: 44444444

ISSUE DATE: July 1, 1994

INITIAL PURCHASE PAYMENT: \$10,000.00

IRA

**INITIAL ALLOCATION OF PURCHASE PAYMENT:
ALLOCATED
AMOUNT (%)
VARIABLE ACCOUNT**

Fund Manager sub-account a 10%

Fund Manager sub-account b 10%

Fund Manager sub-account c 10%

Fund Manager sub-account d 10%

Fund Manager sub-account e 10%

Fund Manager sub-account f 10%

RATE

ALLOCATED GUARANTEED GUARANTEED

AMOUNT (%) INTEREST RATE THROUGH

GUARANTEED MATURITY FIXED ACCOUNT
1 Year Guarantee Period 10% 5.00% 06/30/1995
3 Year Guarantee Period 10% 6.40% 06/30/1997
5 Year Guarantee Period 5% 7.00% 06/30/1999
7 Year Guarantee Period 5% 7.20% 06/30/2001
10 Year Guarantee Period 5% 7.35% 06/30/2004

DOLLAR COST AVERAGING FIXED ACCOUNT
1 Year Guarantee Period 5% 5.00% 06/30/1995

MINIMUM GUARANTEED RATE

Dollar Cost Averaging Fixed Account: 3.00%

PAYOUT START DATE: July 1, 2049

(The latest date on which Income Payments must begin)

OWNER: John Doe

..... Jane Doe

ANNUITANT: John Doe

AGE AT ISSUE: 35

SEX: Male

BENEFICIARY RELATIONSHIP TO OWNER PERCENTAGE

Jane Doe Wife 100%

CONTINGENT BENEFICIARY RELATIONSHIP TO OWNER PERCENTAGE

June Doe Daughter 100%

Page 3

THE PERSONS INVOLVED

OWNER. The person named at the time of application is the owner of this Contract unless subsequently changed. As owner, you will receive any periodic income payments, unless you have directed us to pay them to someone else. The Contract cannot be jointly owned by both a non-natural person and a natural person.

You may exercise all rights stated in this Contract, subject to the rights of any irrevocable beneficiary.

You may change the owner or beneficiary at any time. If the owner is a natural person, you may change the annuitant prior to the Payout Start Date. Once we have received a satisfactory written request for an owner, beneficiary or annuitant change, the change will take effect as of the date you signed it. We are not liable for any payment we make or other action we take before receiving any written request for a change from you.

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. We are bound by an assignment only if it is signed by the assignor and filed with us. We are not responsible for the validity of an assignment.

If the sole surviving owner dies prior to the Payout Start Date, the beneficiary becomes the new owner. If the sole surviving owner dies after the Payout Start Date, the beneficiary becomes the new owner and will receive any subsequent guaranteed income payments.

If more than one person is designated as owner:

- owner as used in this contract refers to all people named as owners, unless otherwise indicated;
- any request to exercise ownership rights must be signed by all owners; and
- on the death of any person who is an owner, the surviving person(s) named as owner will continue as owner.

ANNUITANT. The annuitant is the person named on the Annuity Data Page, but may be changed by the owner, as described above. The annuitant must be a natural person. If the annuitant dies prior to the Payout Start Date, the new annuitant will be:

- the youngest owner; otherwise,
- the youngest beneficiary.

BENEFICIARY. The beneficiary is the person(s) named on the Annuity Data Page, but may be changed by the owner, as described above. We will determine the beneficiary from the most recent written request we have received from you. If you do not name a beneficiary or if the beneficiary named is no longer living, the beneficiary will be:

- your spouse if living; otherwise
- your children equally if living; otherwise
- your estate.

The beneficiary may become the owner under the circumstances described above.

The beneficiary may assign benefits under the Contract, as described above, once they are payable to the beneficiary. We are bound by an assignment only if it is signed by the assignor and filed with us. We are not responsible for the validity of an assignment.

Page 4

ACCUMULATION PHASE

ACCUMULATION PHASE DEFINED. The "Accumulation Phase" is the first of two phases during your Contract. The Accumulation Phase begins on the issue date stated on the Annuity Data Page.

This phase will continue until the Payout Start Date unless the Contract is terminated before that date.

CONTRACT YEAR. The one year period beginning on the issue date and on each anniversary of the issue date.

PURCHASE PAYMENTS. You may make subsequent purchase payments during the Accumulation Phase. The minimum subsequent purchase payment amount is \$50. We reserve the right to reduce the minimum purchase payment. We may limit the maximum amount of purchase payments we will accept. We may limit your ability to make subsequent purchase payments in order to comply with the laws of the state where this Contract is delivered.

We will invest the purchase payments in the Investment Alternatives you select. You may allocate any portion of your purchase payment in whole percents from 0% to 100% or in exact dollar amounts to any of the Investment Alternatives. The total allocation must equal 100% or the total dollar amount of your purchase payment. For each purchase payment, the minimum amount that may be allocated to any Fixed Account option is \$50.

The allocation of the initial purchase payment is shown on the Annuity Data Page. Allocation of each subsequent purchase payment will be the same as for the most recent purchase payment unless you change the allocation. You may change the allocation of subsequent purchase payments at any time, without charge, simply by giving us written notice. Any change will be effective at the time we receive the notice.

INITIAL PURCHASE PAYMENT ALLOCATION. If the Return Privilege provision requires us to refund purchase payments, then during the Return Privilege period, we reserve the right to invest any purchase payments you allocated to the Variable Account to a money market portfolio available under this Contract. We will notify you if we do so. At the end of the Return Privilege period, the amount in the money market portfolio may be allocated to the Variable Account. This allocation will not be considered a transfer.

INVESTMENT ALTERNATIVES. Investment Alternatives are the Sub-accounts of the Variable Account, the Dollar Cost Averaging Fixed Account, and the Sub-accounts of the Guaranteed Maturity Fixed Account shown on the Application.

VARIABLE ACCOUNT. The "Variable Account" for this Contract is the Glenbrook Life Multi-Manager Variable Account. This account is a separate investment account to which we allocate assets contributed under this and certain other contracts. The income, gains and losses, realized or unrealized, from assets allocated to the Variable Account are credited to or charged against the account without regard to our other income, gains or losses.

VARIABLE SUB-ACCOUNTS. The Variable Account is divided into Sub-accounts. Each Sub-account invests solely in the shares of the mutual fund underlying that Sub-account.

FIXED ACCOUNT OPTIONS. The Fixed Account options are the Dollar Cost Averaging Fixed Account and the Sub-accounts of the Guaranteed Maturity Fixed Account.

DOLLAR COST AVERAGING FIXED ACCOUNT. Money in the Dollar Cost Averaging Fixed Account will earn interest for one year at the current rate in effect at the time of allocation to the Dollar Cost Averaging Fixed Account. After one year, a one year renewal rate will be declared. Subsequent renewal dates will be on anniversaries of the first renewal date.

GUARANTEED MATURITY FIXED ACCOUNT. The Guaranteed Maturity Fixed Account is divided into Sub-accounts. A Sub-account is identified by its Guarantee Period and the date the Guarantee Period begins. You create a Sub-account when:

Page 5

- you make a purchase payment and allocate part or all of that purchase payment to the Sub-account; or

- you select a new Guarantee Period when a Sub-account expires; or

- you transfer to the Sub-account an amount from an existing Sub-account of the Variable Account or from another Sub-account of the Guaranteed Maturity Fixed Account.

A Sub-account continues until the end of its Guarantee Period.

You must select a Guarantee Period for all purchase payments and transfers allocated to a Sub-account of the Guaranteed Maturity Fixed Account. If you do not select a Guarantee Period for a purchase payment or transfer, we will assign the same period(s) you selected for your most recent purchase payment. Guarantee Periods are offered at our discretion and may range from one to ten years. We may change the Guarantee Periods available for future purchase payments or transfers allocated to the Guaranteed Maturity Fixed Account.

We will mail you a notice prior to the expiration of the Guarantee Period of each Sub-account outlining the options available at the end of the Guarantee Period. During the 30 day period after a Guarantee Period expires you may:

- take no action and we will automatically renew the Sub-account value to a Guarantee Period of the same duration to be established as of the day the previous Guarantee Period expired; or

- notify us to apply the Sub-account value to a new Guarantee Period(s) to be established as of the day the previous Guarantee Period expired; or

- notify us to apply the Sub-account value to any Sub-account of the Variable Account on the day we receive the notification; or

- receive the entire Sub-account value through a partial or full withdrawal that is not subject to a Market Value Adjustment. In this case, the Sub-account will be deemed to have been renewed at the shortest Guarantee Period then being offered with current interest credited from the date the Guarantee Period expired.

The minimum amount that can be allocated to a new Sub-account is \$50.

CREDITING INTEREST. We credit interest daily to money allocated to the Fixed Account(s) at a rate which compounds over one year to the interest rate we guaranteed when the money was allocated. We will credit interest to the initial purchase payment from the issue date. We will credit interest to subsequent purchase payments from the date we receive them. We will credit interest to transfers from the date the transfer is made. The interest rate for the Dollar Cost Averaging Fixed Account will never be less than the minimum guaranteed rate shown on the Annuity Data Page.

TRANSFERS. Prior to the Payout Start Date, you may transfer amounts between Investment Alternatives. You may make 12 transfers per Contract Year without charge. Each transfer after the 12th transfer in any Contract Year may be assessed a \$10 transfer fee. Transfers are subject to the following restrictions.

- The minimum amount that may be transferred into a Sub- account of the Guaranteed Maturity Fixed Account is \$50.
- Any transfer from a Sub-account of the Guaranteed Maturity Fixed Account at a time other than during the 30 day period after a Guarantee Period expires will be subject to a Market Value Adjustment.
- At the end of 36 months from the date of a purchase payment allocation to the Dollar Cost Averaging Fixed Account, any remaining portion of the purchase payment and interest in the Dollar Cost Averaging Fixed Account will be transferred to the Variable Account Money Market Sub-account.

Page 6

- No amount may be transferred into the Dollar Cost Averaging Fixed Account.

We reserve the right to waive the transfer fees and restrictions contained in this Contract.

CONTRACT VALUE. Your "Contract Value" is equal to the sum of:

- the number of Accumulation Units you hold in each Sub- account of the Variable Account multiplied by the Accumulation Unit Value for that Sub-account on the most recent Valuation Date; plus
- the total value you have in the Dollar Cost Averaging Fixed Account; plus
- the sum of Sub-account values in the Guaranteed Maturity Fixed Account.

ACCUMULATION UNITS AND ACCUMULATION UNIT VALUE. Amounts which you allocate to a Sub-account of the Variable Account are used to purchase Accumulation Units in that Sub-account. The Accumulation Unit Value for each Sub-account at the end of any Valuation Period is calculated by multiplying the Accumulation Unit Value at the end of the immediately preceding Valuation Period by the Sub-account's Net Investment Factor for the Valuation Period. The Accumulation Unit Values may go up or down. Additions or transfers to a Sub-account of the Variable Account will increase the number of Accumulation Units for that Sub-account. Withdrawals or transfers from a Sub-account of the Variable Account will decrease the number of Accumulation Units for that Sub-account.

VALUATION PERIOD AND VALUATION DATE. A "Valuation Period" is the time interval between the closing of the New York Stock Exchange on consecutive Valuation Dates. A "Valuation Date" is any date the New York Stock Exchange is open for trading.

NET INVESTMENT FACTOR. For each Sub-account of the Variable Account, the "Net Investment Factor" for a Valuation Period is (A) divided by (B), minus (C) where:
(A) is the sum of:

- (1) the net asset value per share of the mutual fund underlying the Sub-account determined as of the end of the current Valuation Period, plus
 - (2) the per share amount of any dividend or capital gain distributions made by the mutual fund underlying the Sub-account during the current Valuation Period.
- (B) is the net asset value per share of the mutual fund underlying the Sub-account determined as of the end of the immediately preceding Valuation Period.
- (C) is the sum of the annualized Administrative Expense Charge and the annualized Mortality and Expense Risk Charge divided by 365 and then multiplied by the number of calendar days in the current Valuation Period.

CHARGES. The charges for this Contract include Administrative Expense Charges, Mortality and Expense Risk Charges, Contract Maintenance Charges, transfer charges, and taxes. If withdrawals are made, the Contract may also be subject to Withdrawal Charges and Market Value Adjustments.

ADMINISTRATIVE EXPENSE CHARGE. The annualized Administrative Expense Charge will never be greater than 0.10%. (See Net Investment Factor for a description of how this charge is applied.)

MORTALITY AND EXPENSE RISK CHARGE. The annualized Mortality and Expense Risk Charge will never be greater than 1.25%. (See Net Investment Factor for a description of how this charge is applied.)

Our actual mortality and expense experience will not adversely affect the dollar amount of variable benefits or other contractual payments or values under this Contract.

Page 7

CONTRACT MAINTENANCE CHARGE. Prior to the Payout Start Date, a Contract Maintenance Charge will be deducted from your Contract Value on each contract anniversary. The charge will be deducted on a pro- rata basis from each Sub-account of the Variable Account in the proportion that your value in each bears to your total value in all Sub-accounts of the Variable Account. A reduced Contract Maintenance Charge proportional to the part of the Contract Year elapsed will also be deducted if the Contract is terminated on any date other than a contract anniversary. After the Payout Start Date the Contract Maintenance Charge will be deducted in equal parts from each income payment. The annualized charge will never be greater than \$35 per contract year. The Contract Maintenance Charge will be waived if, on the contract anniversary, total purchase payments are \$50,000 or more or if all money is allocated to the Fixed Account(s) on the contract anniversary.

TAXES. Any premium tax or income tax withholding relating to this Contract may be deducted from purchase payments or the Contract Value when the tax is incurred or at a later time.

WITHDRAWAL. You have the right, subject to the restrictions and charges described in this Contract, to withdraw part or all of your Contract Value at any time during the Accumulation Phase. A withdrawal must be at least \$50. If any withdrawal reduces the Contract Value to less than \$2,000, we will treat the

request as a withdrawal of the entire Contract Value. If you withdraw the entire Contract Value, the Contract will terminate.

You must specify the Investment Alternative(s) from which you wish to make a withdrawal. When you make a withdrawal, your Contract Value will be reduced by a withdrawal amount equal to the amount paid to you and any applicable Withdrawal Charge, Market Value Adjustment, and taxes.

Any Withdrawal Charge will be waived on withdrawals taken to satisfy IRS minimum distribution rules. This waiver is permitted only for withdrawals which satisfy distributions resulting from this Contract.

FREE WITHDRAWAL AMOUNT. Each Contract Year the Free Withdrawal Amount is equal to 15% of the amount of purchase payments. Each Contract Year you may withdraw the Free Withdrawal Amount without any Withdrawal Charge or Market Value Adjustment. Each Contract Year begins on the anniversary of the date the Contract was established. Any Free Withdrawal Amount which is not withdrawn in a year may not be carried over to increase the Free Withdrawal Amount in a subsequent year.

WITHDRAWAL CHARGE. To determine the Withdrawal Charge, we assume that purchase payments are withdrawn first, beginning with the oldest payment. When all purchase payments have been withdrawn, additional withdrawals will not be assessed a Withdrawal Charge.

Withdrawals in excess of the Free Withdrawal Amount will be subject to a Withdrawal Charge as follows:

Payment Year: 1 2 3 4 5 6 7 and Later

Percentage: 6% 6% 5% 5% 4% 3% 0%

For each purchase payment withdrawal, the "Payment Year" in the table is measured from the date we received the purchase payment. The Withdrawal Charge is determined by multiplying the percentage corresponding to the Payment Year times that part of each purchase payment withdrawal that is in excess of the Free Withdrawal Amount.

MARKET VALUE ADJUSTMENT. Withdrawals in excess of the Free Withdrawal Amount, transfers, death benefits, and amounts applied to an income plan from a Sub-account of the Guaranteed Maturity Fixed Account other than during the 30 day period after a Guarantee Period expires are subject to a Market Value Adjustment. A Market Value Adjustment is an increase or decrease in the amount reflecting changes in the level of interest rates since the Sub-account was established. As used in this provision, "Treasury Rate" means the U. S. Treasury Note Constant Maturity yield as reported in Federal Reserve Bulletin Release H.15. The Market Value Adjustment is based on the following:

Page 8

I = the Treasury Rate for a maturity equal to the Sub-account's Guarantee Period for the week preceding the establishment of the Sub-account;

N = the number of whole and partial years from the date we receive the withdrawal, transfer, or death benefit request, or from the Payout Start Date, to the end of the Sub-account's Guarantee Period;

J = the Treasury Rate for a maturity equal to the Sub-account's Guarantee Period for the week preceding the receipt of the withdrawal request, transfer request, death benefit request, or Income Payment request.

An adjustment factor is determined from the following formula:

$$.9 \times (I - J) \times N$$

The amount subject to a Market Value Adjustment that is deducted from a Sub-account of the Guaranteed Maturity Fixed Account is multiplied by the adjustment factor to determine the amount of the Market Value Adjustment. The amount deducted from the Sub-account includes the transfer amount or the amount we pay you, income tax we withhold for you, the Withdrawal Charge, any applicable premium tax charge, and the Market Value Adjustment.

DEATH OF OWNER OR ANNUITANT. A benefit may be paid to the owner determined immediately after the death if, prior to the Payout Start Date:

- any owner dies; or

- the annuitant dies and the owner is not a natural person.

If the owner eligible to receive the death benefit is not a natural person, the owner may elect to receive the benefit in one or more distributions. Otherwise, if the owner is a natural person, the owner may elect to receive a benefit either in one or more distributions or by periodic payments through an Income Plan.

A Death Benefit will be paid: 1) if the owner elects to receive the Death Benefit distributed in a single payment within 180 days of the date of death, and 2) if the Death Benefit is paid as of the day the value of the Death Benefit is determined. Otherwise, the Settlement Value will be paid. In any event, the entire value of the Contract must be distributed within five (5) years after the date of death unless an Income Plan is elected or a surviving spouse continues the Contract in accordance with the following provisions.

Payments from the Income Plan must begin within one year of the date of death and must be payable throughout:

- the life of the owner; or

- a period not to exceed the life expectancy of the owner; or

- the life of the owner with payments guaranteed for a period not to exceed the life expectancy of the owner.

If the surviving spouse of the deceased owner is the new owner, then the spouse may elect one of the options listed above or may continue the Contract in the Accumulation Phase as if the death had not occurred. If the Contract is continued in the Accumulation Phase, the surviving spouse may make a single withdrawal of any amount within one year of the date of death without incurring a Withdrawal Charge. However, any applicable Market Value Adjustment, determined as of the date of the withdrawal, will apply.

Page 9

DEATH BENEFIT. Prior to the Payout Start Date, the death benefit is equal to the greatest of:

- the Contract Value as of the date we determine the death benefit; or
- the Settlement Value on the date we determine the death benefit; or
- the Contract Value on each Death Benefit Anniversary prior to the date we determine the death benefit, increased by purchase payments made since that Death Benefit Anniversary and reduced by an adjustment for any partial withdrawals since that Death Benefit Anniversary.

The adjustment is equal to (A) divided by (B) and the result multiplied by (C) where:

(A) is the withdrawal amount.

(B) is the Contract Value immediately prior to the withdrawal.

(C) is the Contract Value on the Death Benefit Anniversary adjusted by any prior purchase payments or withdrawals made since that Anniversary.

The first Death Benefit Anniversary is the issue date. Subsequent Death Benefit Anniversaries are those contract anniversaries that are multiples of 7 Contract Years, beginning with the 7th contract anniversary. For example, the issue date, 7th, and 14th contract anniversaries are the first three Death Benefit anniversaries.

We will determine the value of the death benefit as of the end of the Valuation Period during which we receive a complete request for payment of the death benefit. A complete request includes due proof of death.

SETTLEMENT VALUE. The Settlement Value is the same amount that would be paid in the event of withdrawal of the Contract Value. We will calculate the Settlement Value at the end of the Valuation Period coinciding with the requested distribution date for payment or on the mandatory distribution date of 5 years after the date of death.

Page 10

PAYOUT PHASE

PAYOUT PHASE DEFINED. The "Payout Phase" is the second of the two phases during your Contract. During this phase the Contract Value adjusted by any Market Value Adjustment and less any applicable taxes is applied to the Income Plan you choose and is paid out as provided in that plan.

The Payout Phase begins on the Payout Start Date. It continues until we make the last payment as provided by the Income Plan chosen.

PAYOUT START DATE. The "Payout Start Date" is the date the Contract Value adjusted by any Market Value Adjustment and less any applicable taxes is applied to an Income Plan. The anticipated Payout Start Date is shown on the Annuity Data Page. You may change the Payout Start Date by writing to us at least 30 days prior to this date.

The Payout Start Date must be on or before the later of:

- the annuitant's 90th birthday; or
- the 10th anniversary of this Contract's issue date.

INCOME PLANS. An "Income Plan" is a series of payments on a scheduled basis to you or to another person designated by you. The Contract Value on the Payout Start Date adjusted by any Market Value Adjustment and less any applicable taxes, will be applied to your Income Plan choice from the following list:

1. LIFE INCOME WITH GUARANTEED PAYMENTS. We will make payments for as long as the annuitant lives. If the annuitant dies before the selected number of guaranteed payments have been made, we will continue to pay the remainder of the guaranteed payments.
2. JOINT AND SURVIVOR LIFE INCOME WITH GUARANTEED PAYMENTS. We will make payments for as long as either the annuitant or joint annuitant, named at the time of Income Plan selection, lives. If both the annuitant and the joint annuitant die before the selected number of guaranteed payments have been made, we will continue to pay the remainder of the guaranteed payments.
3. GUARANTEED NUMBER OF PAYMENTS. We will make payments for a specified number of months beginning on the Payout Start Date. These payments do not depend on the annuitant's life. The number of months guaranteed may be from 60 to 360.

We reserve the right to make available other Income Plans.

INCOME PAYMENTS. Income payment amounts may vary based on any Sub- account of the Variable Account and/or may be fixed for the duration of the Income Plan. The method of calculating the initial payment is different for Variable Amount Income Payments and Fixed Amount Income Payments. The Contract Maintenance Charge will be deducted in equal payments from each income payment. The Contract Maintenance Charge will be waived if total Purchase Payments are \$50,000 or more as of the Payout Start Date.

VARIABLE AMOUNT INCOME PAYMENTS. The initial income payment based upon the Variable Account is calculated by applying the portion of the Contract Value in the Variable Account on the Payout Start Date, less any applicable premium tax, to the appropriate value from the Income Payment Table selected. Subsequent income payments will vary depending upon the changes in the Annuity Unit Values for the Sub- accounts upon which the income payments are based.

The portion of the initial income payment based upon a particular Variable Sub-account is determined by applying the amount of the Contract Value in that Sub-account on the Payout Start Date, less any applicable premium tax, to the appropriate value from the Income Payment Table. This portion of the initial income payment is divided by the Annuity Unit Value on the Payout Start Date for that Variable Sub-account to determine the number of Annuity Units from that Sub- account which will be used to determine subsequent income payments. Unless Annuity Transfers are made between Sub-accounts, each subsequent income payment from that Sub-account will be that number of Annuity Units times the Annuity Unit Value for the Sub-account for the Valuation Date on which the income payment is made.

Page 11

ANNUITY UNIT VALUE. The Annuity Unit Value for each Sub-account of the Variable Account at the end of any Valuation Period is calculated by:

- multiplying the Annuity Unit Value at the end of the immediately preceding Valuation Period by the Sub-account's Net Investment Factor during the period; and then
- dividing the result by 1.000 plus the assumed investment rate for the period. The assumed investment rate is an effective annual rate of 3%.

FIXED AMOUNT INCOME PAYMENTS. The income payment amount derived from any monies allocated to the Dollar Cost Averaging Fixed Account or Sub-accounts of the Guaranteed Maturity Fixed Account during the Accumulation Phase are fixed for the duration of the Income Plan. The Fixed Amount Income Payment is calculated by applying the portion of the Contract Value in the Fixed Account(s) on the Payout Start Date, adjusted by any Market Value Adjustment plus any amount from the Variable Account that the owner elects to apply to a Fixed Amount Income Payment and less any applicable premium tax, to the greater of the appropriate value from the Income Payment Table selected or such other value as we are offering at that time.

ANNUITY TRANSFERS. After the Payout Start Date, no transfers may be made from the Fixed Amount Income Payment. If you choose an Income Plan which depends on any person's life, transfers between Variable Sub-accounts or from the Variable Amount Income Payment to the Fixed Amount Income Payment may not be made for six months after the Payout Start Date. Annuity transfers may be made once every six months thereafter. If you choose an Income Plan which does not depend on any person's life, transfers between Variable Sub-accounts are from the Variable Amount Income Payment to the Fixed Amount Income Payment are permitted immediately.

PAYOUT TERMS AND CONDITIONS. The income payments are subject to the following terms and conditions:

- If the Contract Value is less than \$2,000, or not enough to provide an initial payment of at least \$20, we reserve the right to:
 - change the payment frequency to make the payment at least \$20; or
 - terminate the Contract and pay you the Contract Value adjusted by any Market Value Adjustment and less any applicable taxes in a lump sum.
- If we do not receive a written choice of an Income Plan from you at least 30 days before the Payout Start Date, the Income Plan will be life income with guaranteed payments for 120 months.
- If you choose an Income Plan which depends on any person'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.
- After the Payout Start Date, the Income Plan cannot be changed and withdrawals cannot be made unless income payments are being made from the Variable Account under Income Plan 3. You may terminate the income payments being made from the Variable Account under Income Plan 3 at any time and withdraw their value, subject to Withdrawal Charges.
- If any owner dies during the Payout Phase, the remaining income payments will be paid to the successor owner as scheduled.

INCOME PAYMENT TABLES

The initial income payment will be at least the amount based on the adjusted age of the annuitant(s) and the tables below, less any federal income taxes which are withheld. The adjusted age is the actual age on the Payout Start Date reduced by one year for each six full years between January 1, 1983 and the Payout Start Date. Income payments for ages and guaranteed payment periods not shown below will be determined on a basis consistent with that used to determine those that are shown. The Income Payment Tables are based on 3.0% interest and the 1983a Annuity Mortality Tables.

INCOME PLAN 1 - LIFE INCOME WITH GUARANTEED PAYMENTS FOR 120 MONTHS

Monthly Income Payment for each \$1,000 Applied to this Income Plan

Annuitant's		Annuitant's		Annuitant's		Annuitant's	
Age	Male	Female	Age	Male	Female	Age	Female
35	\$3.43	\$3.25	49	\$4.15	\$3.82	63	\$5.52 \$4.97
36	3.47	3.28	50	4.22	3.88	64	5.66 5.09
37	3.51	3.31	51	4.29	3.94	65	5.80 5.22
38	3.55	3.34	52	4.37	4.01	66	5.95 5.35
39	3.60	3.38	53	4.45	4.07	67	6.11 5.49
40	3.64	3.41	54	4.53	4.14	68	6.27 5.64
41	3.69	3.45	55	4.62	4.22	69	6.44 5.80
42	3.74	3.49	56	4.71	4.29	70	6.61 5.96
43	3.79	3.53	57	4.81	4.38	71	6.78 6.13
44	3.84	3.58	58	4.92	4.46	72	6.96 6.31
45	3.90	3.62	59	5.02	4.55	73	7.13 6.50
46	3.96	3.67	60	5.14	4.65	74	7.31 6.69
47	4.02	3.72	61	5.26	4.75	75	7.49 6.88
48	4.08	3.77	62	5.39	4.86		

INCOME PLAN 2 - JOINT AND SURVIVOR LIFE INCOME WITH GUARANTEED

PAYMENTS FOR 120 MONTHS

Monthly Income Payment for each \$1,000 Applied to this Income Plan

Female Annuitant's Age	Male Annuitant's Age
35	40
45	50
55	60
65	70
75	

Age

35	\$3.09	\$3.16	\$3.23	\$3.28	\$3.32	\$3.36	\$3.39	\$3.40	\$3.42
40	3.13	3.22	3.31	3.39	3.46	3.51	3.56	3.59	3.61
45	3.17	3.28	3.39	3.50	3.60	3.69	3.76	3.81	3.85
50	3.19	3.32	3.45	3.60	3.74	3.87	3.98	4.07	4.14
55	3.21	3.35	3.51	3.68	3.87	4.06	4.23	4.37	4.48
60	3.23	3.37	3.55	3.75	3.98	4.23	4.47	4.70	4.88
65	3.24	3.39	3.57	3.80	4.07	4.37	4.71	5.04	5.34
70	3.24	3.40	3.59	3.83	4.13	4.48	4.90	5.36	5.81
75	3.25	3.41	3.61	3.86	4.17	4.56	5.04	5.61	6.22

INCOME PLAN 3 - GUARANTEED NUMBER OF PAYMENTS

Monthly Income Payment for each
Specified Period \$1,000 Applied to this Income Plan

10 Years	\$9.61
11 Years	8.86
12 Years	8.24
13 Years	7.71
14 Years	7.26
15 Years	6.87
16 Years	6.53
17 Years	6.23
18 Years	5.96
19 Years	5.73
20 Years	5.51

GENERAL PROVISIONS

THE ENTIRE CONTRACT. The entire contract consists of this Contract, any attached application, an any attached endorsements.

All statements made in written applications are representations and not warranties. No statement will be used by us in defense of a claim or to void the Contract unless it is included in a written application.

Only our officers may change the Contract or waive a right or requirement. No other individual may do this.

We may not modify this Contract without your consent, except to make it comply with any changes in the Internal Revenue Code or as required by any other applicable law.

INCONTESTABILITY. We will not contest the validity of this Contract after the issue date.

MISSTATEMENT OF AGE OR SEX. If any age or sex has been misstated, we will pay the amounts which would have been paid at the correct age and sex.

If we find the misstatement of age or sex after the income payments begin, we will:

- pay all amounts underpaid including interest; or
- stop payments until the total payments are equal to the corrected amount.

For purposes of the Misstatement of Age or Sex provision, interest will be calculated at an effective annual rate of 6%.

ANNUAL STATEMENT. At least once a year, prior to the Payout Start Date, we will send you a statement containing Contract Value information. We will provide you with Contract Value information at any time upon request. The information presented will comply with any applicable law.

SETTLEMENTS. We may require that this Contract be returned to us prior to any settlement. We must receive due proof of death of the owner or annuitant prior to settlement of a death claim. Due proof of death is one of the following:

- a certified copy of a death contract; or
- a certified copy of a decree of a court of competent jurisdiction as to a finding of death; or
- any other proof acceptable to us.

Any full withdrawal or death benefit under this Contract will not be less than the minimum benefits required by any statute of the state in which the Contract is delivered.

DEFERMENT OF PAYMENTS. We will pay any amounts due from the Variable Account under this Contract within seven days, unless:

- the New York Stock Exchange is closed for other than usual weekends or holidays, or trading on such Exchange is restricted;
- an emergency exists as defined by the Securities and Exchange Commission; or
- the Securities and Exchange Commission permits delay for the protection of Contract holders.

We reserve the right to postpone payments or transfers from the Dollar Cost Averaging Fixed Account and Guaranteed Maturity Fixed Account for up to six months. If we elect to postpone payments or transfers from the Dollar Cost Averaging Fixed Account or Guaranteed Maturity Fixed Account for 30 days or more, we will pay interest as required by applicable law. Any interest would be payable from the date the payment or transfer request is received by us to the date the payment or transfer is made.

VARIABLE ACCOUNT MODIFICATIONS. We reserve the right, subject to applicable law, to make additions to, deletions from, or substitutions for the mutual fund shares underlying the Sub-accounts of the Variable Account. We will not substitute any shares attributable to your interest in a Sub-account of the Variable Account without notice to you and prior approval of the Securities and Exchange Commission, to the extent

required by the Investment Company Act of 1940.

We reserve the right to establish additional Sub-accounts of the Variable Account, each of which would invest in shares of another mutual fund. You may then instruct us to allocate purchase payments or transfers to such Sub-accounts, subject to any terms set by us or the mutual fund. We reserve the right to limit the availability of funds for this Contract.

In the event of any such substitution or change, we may by endorsement, make such changes as may be necessary or appropriate to reflect such substitution or change.

If we deem it to be in the best interests of persons having voting rights under the contracts, the Variable Account may be operated as a management company under the Investment Company Act of 1940 or it may be deregistered under such Act in the event such registration is no longer required.

GLENBROOK LIFE AND ANNUITY COMPANY
GLENBROOK P.O. BOX 94042
LIFE AND ANNUITY PALATINE, IL 60094-4042

APPLICATION FOR FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY

OWNERS

Name Soc. Sec. No. Birth Date //

Address City State Zip

// Male // Female Relationship to Owner

Name Soc. Sec. No. Birth Date //

Address City State Zip

// Male // Female Relationship to Owner

ANNUITANT (Leave blank if Annuitant same as sole Owner.)

Name Soc. Sec. No. Birth Date //

Address City State Zip

// Male // Female Relationship to Owner

BENEFICIARY

Primary Relationship to Owner

Contingent Relationship to Owner

INVESTMENT ALTERNATIVE ALLOCATION--\$ OR %

INITIAL PURCHASE PAYMENT \$ ENHANCED DEATH BENEFIT // Yes // No

DEAN WITTER DREYFUS FIDELITY

VIS Dividend Growth VIF Growth & Income VIP II Contrafund

VIS Dividend Growth VIF Money Market VIP Growth

VIS Quality Income Plus VIF Small Company Stock VIP High Income

VIS Utilities Socially Responsible Growth Fund

MFS TWENTIETH CENTURY OTHER

Emerging Growth Series TCI Balanced

Limited Maturity Series TCI International

GUARANTEED MATURITY FUND ACCOUNT

for 1 year for 3 years for 5 years for 7 years for 10 years

TAX QUALIFIED PLAN // Yes // No

// IRA ROLLOVER // IRA TRANSFER // IRA/YEAR OF CONTRIBUTION // OTHER

SPECIAL INSTRUCTIONS REPLACEMENT

WILL THE ANNUITY APPLIED FOR REPLACE ANY EXISTING INSURANCE

OR ANNUITY // Yes // No

COMPANY POLICY NO.

If this application is declined, Glenbrook Life and Annuity Company will have no liability except to return the purchase payments.

I UNDERSTAND THAT ANY DISTRIBUTION FROM A GUARANTEED MATURITY FIXED ACCOUNT PRIOR TO THE END OF A RATE GUARANTEE PERIOD MAYBE SUBJECT TO A MARKET VALUE ADJUSTMENT. I UNDERSTAND THAT CONTRACT VALUES AND INCOME PAYMENTS BASED ON THE INVESTMENT EXPERIENCE OF A VARIABLE ACCOUNT ARE VARIABLE AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT. I RECEIVED THE CURRENT PROSPECTUSES FOR THIS VARIABLE ANNUITY. FOR APPLICANTS IN NEW JERSEY: ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES. FOR APPLICANTS IN KENTUCKY, OHIO AND PENNSYLVANIA: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

I HAVE READ THE ABOVE STATEMENTS. I REPRESENT THAT THEY ARE COMPLETE AND TRUE TO THE BEST OF MY KNOWLEDGE OR BELIEF.

Signed at Date

City State

Phone No(s)

Signature(s) of Owner(s) Of Owner(s)

AGENT USE ONLY Do you have any reason to believe that the Contract applied for is to replace or change any existing annuity or Life Insurance? // Yes // No

Agent's Signature Agent/Branch No.

Agent's Signature

GLENBROOK LIFE AND ANNUITY COMPANY
(herein called "we" or "us")

Certificate Amendment

The following changes are made to your Certificate.

I. The Investment Alternatives provision is replaced with the following:

Investment Alternatives The Investment Alternatives are the Sub-accounts of the Variable Account and the Fixed Account Options shown on the Application. We may offer additional Sub-accounts of the Variable Account at our discretion. We reserve the right to limit the availability of the Investment Alternatives.

II. The Fixed Account Options provision is replaced with the following:

Fixed Account Options The Fixed Account Options are the Dollar Cost Averaging Fixed Account, the Short Term Dollar Cost Averaging Fixed Account, and the Sub-accounts of the Guaranteed Maturity Fixed Account.

III. The Short Term Dollar Cost Averaging Fixed Account provision is added to your Certificate.

Short Term Dollar Cost Averaging Fixed Account Money in the Short Term Dollar Cost Averaging Fixed Account will earn interest at the annual rate in effect at the time of allocation to the Short Term Dollar Cost Averaging Fixed Account. Each purchase payment and associated interest in the Short Term Dollar Cost Averaging Fixed Account must be transferred to Sub-accounts of the Variable Account in equal monthly installments within the selected transfer period. We will offer at our discretion a transfer period no less than 3 months or more than 12 months. If you discontinue the Dollar Cost Averaging Program before the end of the transfer period, the remaining balance in the Short Term Dollar Cost Averaging Fixed Account will be transferred to the Money Market Investment Alternative unless you request a different Investment Alternative. No amount may be transferred into the Short Term Dollar Cost Averaging Fixed Account.

IV. The following is added to the Purchase Payments provision:

For each purchase payment, the minimum amount that may be allocated to the Short Term Dollar Cost Averaging Fixed Account is \$5,000. We reserve the right to reduce the minimum allocation amount.

V. The Crediting Interest provision is replaced with the following:

Crediting Interest We credit interest daily to money allocated to the Dollar Cost Averaging Fixed Account, the Short Term Dollar Cost Averaging Fixed Account, and each Sub-account of the Guaranteed Maturity Fixed Account at a rate which compounds over one year to the interest rate we guaranteed when the money was allocated. We will credit interest to the initial purchase payment from the issue date. We will credit interest to subsequent purchase payments from the date we receive them. We will credit interest to transfers from the date the transfer is made. The annual interest rates for the Dollar Cost Averaging Fixed Account and the Short Term Dollar Cost Averaging Fixed Account will never be less than 3.0%.

GLA5 (7/98)

Page 1

VI. The following is added to the Transfers provision:

No amount may be transferred into the Short Term Dollar Cost Averaging Fixed Account.

At the end of the transfer period, any remaining portion of the purchase payment and interest in the Short Term Dollar Cost Averaging Fixed Account will be allocated to other Investment Alternatives as set forth in the current Short Term Dollar Cost Averaging Fixed Account allocation.

VII. The Certificate Value provision is replaced with the following:

Certificate Value Your "Certificate Value" is equal to the sum of:

- o the number of Accumulation Units you hold in each Sub-account of the Variable Account multiplied by the Accumulation Unit Value for that Sub-account on the most recent Valuation Date; plus
- o the total value you have in the Dollar Cost Averaging Fixed Account; plus
- o the total value you have in the Short Term Dollar Cost Averaging Fixed Account; plus
- o the sum of Sub-account values in the Guaranteed Maturity Fixed Account.

VIII. The Mortality and Expense Risk Charge provision is replaced with the following:

Mortality and Expense Risk Charge The annualized Mortality and Expense Risk Charge will never be greater than 1.05%. (See Net Investment Factor for a description of how this charge is applied.)

Our actual mortality and expense experience will not adversely affect the dollar amount of variable benefits or other contractual payments or values under this Certificate.

IX. The last paragraph of the Withdrawal provision is deleted and replaced with the following:

Any Withdrawal Charge or Market Value Adjustment will be waived on withdrawals taken to satisfy IRS minimum distribution rules. This waiver is permitted only for withdrawals which satisfy distributions resulting from this Certificate.

X. The last paragraph of the Death of Owner or Annuitant provision is deleted and replaced with the following:

If the surviving spouse of the deceased owner is the new owner, then the spouse may elect one of the options listed above or may continue the Certificate in the Accumulation Phase as if the death had not occurred. If the Certificate is continued in the Accumulation Phase, the surviving spouse may make a one time withdrawal of any amount within one year of the date of death without incurring a Withdrawal Charge or Market Value Adjustment.

XI. The Fixed Amount Income Payments provision is replaced with the following:

Fixed Amount Income Payments The income payment amount derived from any money allocated to the Fixed Account Options during the Accumulation Phase are fixed for the duration of the Income Plan.

GLA5 (7/98)

Page 2

The Fixed Amount Income Payment is calculated by applying the portion of the Certificate Value in the Fixed Account Options on the Payout Start Date, adjusted by any Market Value Adjustment plus any amount from the Variable Account that the owner elects to apply to a Fixed Amount Income Payment and less any applicable premium tax, to the greater of the appropriate value from the Income Payment Table selected or such other value as we are offering at that time.

XII. The last paragraph of the Deferment of Payments provision is deleted and replaced with the following:

We reserve the right to postpone payments or transfers from the Fixed Account Options for up to six months. If we elect to postpone payments or transfers from the Fixed Account Options for 30 days or more, we will pay interest as required by applicable law. Any interest would be payable from the date the payment or transfer request is received by us to the date the payment or transfer is made.

XIII. Income Plan number 3 in the Income Plans provision is deleted and replaced with the following:

3. Guaranteed Number of Payments. We will make payments for a specified number of months beginning on the Payout Start Date. These payments do not depend on the Annuitant's life. The number of months guaranteed may be from 60 to 360. Income payments for less than 120 months may be subject to a Withdrawal Charge.

Except as amended in this endorsement, the Certificate remains unchanged.

[GRAPHIC OMITTED][GRAPHIC OMITTED]

Secretary Chief Executive Officer

GLA5 (7/98)
Page 3

Allstate Life Insurance Company
(herein called "We" or "Us")

Amendatory Endorsement

As used in this endorsement, "Contract" means the Contract or Certificate to which this endorsement is attached.

We have issued this endorsement as part of the Contract to which it is attached.

The following changes are made to your contract.

1. The Company name is deleted and replaced with:

Allstate Life Insurance Company

2. Home office address is deleted and replaced with:

3100 Sanders Road, Northbrook, IL 60062

Except as amended in this endorsement, the Contract remains unchanged.

[GRAPHIC OMITTED][GRAPHIC OMITTED] [GRAPHIC OMITTED][GRAPHIC OMITTED]

Exhibit 5

**ALLSTATE LIFE INSURANCE COMPANY
LAW AND REGULATION DEPARTMENT**

2775 Sanders Road, Suite A2E
Northbrook, Illinois 60062
Direct Dial Number (847) 402-9365

Angela K. Fontana
Director, Vice President,
General Counsel and Secretary

October 5, 2017

TO: ALLSTATE LIFE INSURANCE COMPANY
NORTHBROOK, ILLINOIS 60062

FROM: ANGELA K. FONTANA
DIRECTOR, VICE PRESIDENT, GENERAL COUNSEL AND SECRETARY

RE: FORM S-3 REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933
FILE NO. 333-

With reference to the Registration Statement on Form S-3 filed by Allstate Life Insurance Company (the "Company") with the Securities and Exchange Commission covering the Flexible Premium Deferred Variable Annuity Contracts, known as Allstate Provider Series (the "Contracts"), I have examined such documents and such law as I have considered necessary and appropriate, and on the basis of such examination, it is my opinion that:

1. The Company is duly organized and existing under the laws of the State of Illinois and has been duly authorized to do business by the Director of Insurance of the State of Illinois.
2. The securities registered by the above Registration Statement when issued will be valid, legal and binding obligations of the Company.

I hereby consent to the filing of this opinion as an exhibit to the above referenced Registration Statement.

Sincerely,

/s/ Angela K. Fontana

Director, Vice President,
General Counsel and Secretary

Exhibit 15

Allstate Life Insurance Company
3075 Sanders Road
Northbrook, IL 60062-6127

We have reviewed, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the unaudited interim financial information of Allstate Life Insurance Company and subsidiaries for the three-month periods ended March 31, 2017 and 2016, and have issued our report dated May 4, 2017, and for the six-month and three-month periods ended June 30, 2017 and 2016, and have issued our report dated August 3, 2017. As indicated in such reports, because we did not perform an audit, we expressed no opinion on that information.

We are aware that our reports referred to above, which were included in your Quarterly Reports on Form 10-Q for the quarters ended March 31, 2017 and June 30, 2017, are incorporated by reference in these Registration Statements.

We also are aware that the aforementioned reports, pursuant to Rule 436(c) under the Securities Act of 1933, are not considered a part of these Registration Statements prepared or certified by an accountant or a report prepared or certified by an accountant within the meaning of Sections 7 and 11 of that Act.

/s/ Deloitte & Touche LLP

Chicago, Illinois
October 5, 2017

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-3 of our report dated February 24, 2017, relating to the consolidated financial statements and financial statement schedules of Allstate Life Insurance Company and subsidiaries, appearing in the Annual Report on Form 10-K of Allstate Life Insurance Company for the year ended December 31, 2016, and to the reference to us under the heading “Experts” in the Prospectus, which are incorporated by reference in this Registration Statement.

/s/ Deloitte & Touche LLP

Chicago, Illinois

October 5, 2017

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the person whose signature appears below does hereby make, constitute and appoint each of Angela K. Fontana and Matthew E. Winter, as his true and lawful attorney-in-fact and agent with all power and authority on his behalf to sign his name, in any and all capabilities, Form S-3 registration statements of Allstate Life Insurance Company pertaining to, but not limited to, The Allstate Advisor Variable Annuities - Allstate Advisor, Allstate Advisor Plus, Allstate Advisor Preferred; The Allstate Variable Annuities - Allstate Variable Annuity, Allstate Variable Annuity - L Share; The Allstate Advisor Variable Annuities - Advisor, Advisor Preferred; AIM Lifetime Plus II Variable Annuity; AIM Enhanced Choice Variable Annuity; The Allstate Provider Suite Variable Annuities; The Allstate Provider Variable Annuity Series - The Allstate Provider Advantage Variable Annuity, The Allstate Provider Ultra Variable Annuity, The Allstate Provider Extra Variable Annuity; AIM Lifetime America Variable Annuities Series - AIM Lifetime America Classic, AIM Lifetime America Regal, AIM Lifetime America Freedom; The STI Classic Variable Annuity; and AIM Lifetime Plus Variable Annuity.

This grant of authority extends to any and all amendments to such registration statements, and also grants such attorneys-in-fact full power to appoint a substitute or substitutes to act hereunder with the same power and authority as said agent and attorney-in-fact would have if personally acting.

The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 5th day of October, 2017.

/s/Brian R. Bohaty

Brian R. Bohaty
Director

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the person whose signature appears below does hereby make, constitute and appoint each of Angela K. Fontana and Matthew E. Winter, as his true and lawful attorney-in-fact and agent with all power and authority on his behalf to sign his name, in any and all capabilities, Form S-3 registration statements of Allstate Life Insurance Company pertaining to, but not limited to, The Allstate Advisor Variable Annuities - Allstate Advisor, Allstate Advisor Plus, Allstate Advisor Preferred; The Allstate Variable Annuities - Allstate Variable Annuity, Allstate Variable Annuity - L Share; The Allstate Advisor Variable Annuities - Advisor, Advisor Preferred; AIM Lifetime Plus II Variable Annuity; AIM Enhanced Choice Variable Annuity; The Allstate Provider Suite Variable Annuities; The Allstate Provider Variable Annuity Series - The Allstate Provider Advantage Variable Annuity, The Allstate Provider Ultra Variable Annuity, The Allstate Provider Extra Variable Annuity; AIM Lifetime America Variable Annuities Series - AIM Lifetime America Classic, AIM Lifetime America Regal, AIM Lifetime America Freedom; The STI Classic Variable Annuity; and AIM Lifetime Plus Variable Annuity.

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 5th day of October, 2017.

/s/John E. Dugenske

John E. Dugenske
Director, Executive Vice President
and Chief Investment Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the person whose signature appears below does hereby make, constitute and appoint each of Matthew E. Winter and Mario Imbarrato, as her true and lawful attorney-in-fact and agent with all power and authority on her behalf to sign her name, in any and all capabilities, Form S-3 registration statements of Allstate Life Insurance Company pertaining to, but not limited to, The Allstate Advisor Variable Annuities - Allstate Advisor, Allstate Advisor Plus, Allstate Advisor Preferred; The Allstate Variable Annuities - Allstate Variable Annuity, Allstate Variable Annuity - L Share; The Allstate Advisor Variable Annuities - Advisor, Advisor Preferred; AIM Lifetime Plus II Variable Annuity; AIM Enhanced Choice Variable Annuity; The Allstate Provider Suite Variable Annuities; The Allstate Provider Variable Annuity Series - The Allstate Provider Advantage Variable Annuity, The Allstate Provider Ultra Variable Annuity, The Allstate Provider Extra Variable Annuity; AIM Lifetime America Variable Annuities Series - AIM Lifetime America Classic, AIM Lifetime America Regal, AIM Lifetime America Freedom; The STI Classic Variable Annuity; and AIM Lifetime Plus Variable Annuity.

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 5th day of October, 2017.

/s/Angela K. Fontana

Angela K. Fontana
Director

POWER OF ATTORNEY

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 5th day of October, 2017.

/s/Mary Jane Fortin

Mary Jane Fortin
Director and President

POWER OF ATTORNEY

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 5th day of October, 2017.

/s/Mario Imbarrato

Mario Imbarrato

Director, Vice President

and Chief Financial Officer

POWER OF ATTORNEY

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 5th day of October, 2017.

/s/Katherine A. Mabe

Katherine A. Mabe
Director

POWER OF ATTORNEY

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 5th day of October, 2017.

/s/Harry R. Miller

Harry R. Miller

Director, Senior Vice President
and Chief Risk Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the person whose signature appears below does hereby make, constitute and appoint each of Angela K. Fontana and Matthew E. Winter, as her true and lawful attorney-in-fact and agent with all power and authority on her behalf to sign her name, in any and all capabilities, Form S-3 registration statements of Allstate Life Insurance Company pertaining to, but not limited to, The Allstate Advisor Variable Annuities - Allstate Advisor, Allstate Advisor Plus, Allstate Advisor Preferred; The Allstate Variable Annuities - Allstate Variable Annuity, Allstate Variable Annuity - L Share; The Allstate Advisor Variable Annuities - Advisor, Advisor Preferred; AIM Lifetime Plus II Variable Annuity; AIM Enhanced Choice Variable Annuity; The Allstate Provider Suite Variable Annuities; The Allstate Provider Variable Annuity Series - The Allstate Provider Advantage Variable Annuity, The Allstate Provider Ultra Variable Annuity, The Allstate Provider Extra Variable Annuity; AIM Lifetime America Variable Annuities Series - AIM Lifetime America Classic, AIM Lifetime America Regal, AIM Lifetime America Freedom; The STI Classic Variable Annuity; and AIM Lifetime Plus Variable Annuity.

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 5th day of October, 2017.

/s/Julie Parsons
Julie Parsons
Director

POWER OF ATTORNEY

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 5th day of October, 2017.

/s/Samuel H. Pilch

Samuel H. Pilch

Director, Senior Group Vice

President and Controller

POWER OF ATTORNEY

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 5th day of October, 2017.

/s/John Rugel

P. John Rugel

Director and Senior Vice President

POWER OF ATTORNEY

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 5th day of October, 2017.

/s/Steven E. Shebik

Steven E. Shebik

Director

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the person whose signature appears below does hereby make, constitute and appoint each of Angela K. Fontana and Matthew E. Winter, as his true and lawful attorney-in-fact and agent with all power and authority on his behalf to sign his name, in any and all capabilities, Form S-3 registration statements of Allstate Life Insurance Company pertaining to, but not limited to, The Allstate Advisor Variable Annuities - Allstate Advisor, Allstate Advisor Plus, Allstate Advisor Preferred; The Allstate Variable Annuities - Allstate Variable Annuity, Allstate Variable Annuity - L Share; The Allstate Advisor Variable Annuities - Advisor, Advisor Preferred; AIM Lifetime Plus II Variable Annuity; AIM Enhanced Choice Variable Annuity; The Allstate Provider Suite Variable Annuities; The Allstate Provider Variable Annuity Series - The Allstate Provider Advantage Variable Annuity, The Allstate Provider Ultra Variable Annuity, The Allstate Provider Extra Variable Annuity; AIM Lifetime America Variable Annuities Series - AIM Lifetime America Classic, AIM Lifetime America Regal, AIM Lifetime America Freedom; The STI Classic Variable Annuity; and AIM Lifetime Plus Variable Annuity.

This grant of authority extends to any and all amendments to such registration statements, and also grants such attorneys-in-fact full power to appoint a substitute or substitutes to act hereunder with the same power and authority as said agent and attorney-in-fact would have if personally acting.

The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 5th day of October, 2017.

/s/Brian Stricker

Brian Stricker

Director and Senior Vice President

POWER OF ATTORNEY

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 5th day of October, 2017.

/s/Thomas J. Wilson

Thomas J. Wilson

Director and Chairman of the Board

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the person whose signature appears below does hereby make, constitute and appoint each of Angela K. Fontana and Mario Imbarrato, as his true and lawful attorney-in-fact and agent with all power and authority on his behalf to sign his name, in any and all capabilities, Form S-3 registration statements of Allstate Life Insurance Company pertaining to, but not limited to, The Allstate Advisor Variable Annuities - Allstate Advisor, Allstate Advisor Plus, Allstate Advisor Preferred; The Allstate Variable Annuities - Allstate Variable Annuity, Allstate Variable Annuity - L Share; The Allstate Advisor Variable Annuities - Advisor, Advisor Preferred; AIM Lifetime Plus II Variable Annuity; AIM Enhanced Choice Variable Annuity; The Allstate Provider Suite Variable Annuities; The Allstate Provider Variable Annuity Series - The Allstate Provider Advantage Variable Annuity, The Allstate Provider Ultra Variable Annuity, The Allstate Provider Extra Variable Annuity; AIM Lifetime America Variable Annuities Series - AIM Lifetime America Classic, AIM Lifetime America Regal, AIM Lifetime America Freedom; The STI Classic Variable Annuity; and AIM Lifetime Plus Variable Annuity.

This grant of authority extends to any and all amendments to such registration statements, and also grants such attorneys-in-fact full power to appoint a substitute or substitutes to act hereunder with the same power and authority as said agent and attorney-in-fact would have if personally acting.

The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 5th day of October, 2017.

/s/Matthew E. Winter

Mathew E. Winter

Director and Chief Executive Officer

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is entered into this 9th day of August, 2004 by and between Glenbrook Life and Annuity Company ("GLAC"), an insurance company organized under the laws of Arizona (hereinafter sometimes referred to as the "Merging Corporation"), and Allstate Life Insurance Company ("ALIC"), an insurance company organized under the laws of Illinois (hereinafter sometimes referred to as the "Surviving Corporation"). The Merging Corporation and the Surviving Corporation are sometimes hereinafter severally and collectively referred to as the "Constituent Corporations."

WITNESSETH:

WHEREAS, GLAC was incorporated under the laws of the State of Indiana on August 25, 1965 and redomesticated to the State of Illinois on May 28, 1992, then redomesticated to the State of Arizona on December 28, 1998, and has an authorized capital stock of \$5,000,000, consisting of 10,000 shares of common stock having a par value of \$500 per share, 5,000 of which are issued and outstanding;

WHEREAS, ALIC was incorporated under the laws of the State of Illinois on March 6, 1957, and has an authorized capital stock of \$305,402,600, consisting of 23,800 shares of common stock having a par value of \$227 per share, all of which are issued and outstanding, and 3 million shares of non-voting preferred stock with a par value of \$100 per share of which 815,460 shares are outstanding as of August 31, 2003; and

WHEREAS, the respective Boards of Directors of each of the Constituent Corporations have determined that it is advisable and in the best interest of both of the Constituent Corporations and their stockholders that GLAC be merged into ALIC in accordance with the terms and conditions hereinafter set forth, pursuant to and in accordance with the laws of the States of Arizona and Illinois, which laws permit such mergers.

NOW, THEREFORE, in order to effect the transactions contemplated by this Agreement and Plan of Merger and in consideration of the premises and the mutual covenants and agreements herein contained, it is hereby agreed as follows:

ARTICLE I

1.1 Merger. In accordance with the applicable provisions of the laws of the States of Arizona and Illinois, and subject to the terms and conditions of this Agreement, GLAC shall be merged with and into ALIC (the "Merger") on the Effective Date (as defined in Section 3.2 below). The separate existence of GLAC shall cease and the existence of ALIC shall continue unaffected and unimpaired by the Merger with all rights, privileges, immunities and powers, and subject to all the duties and liabilities of a corporation organized under the insurance laws of the State of Illinois.

ARTICLE II

2.1 Articles of Incorporation. The Articles of Incorporation of ALIC, as in effect on the Effective Date and attached hereto as Annex A, shall from and after the Effective Date be and continue to be the Articles of Incorporation of the Surviving Corporation until changed or amended as provided by law.

2.2 By-Laws. The By-Laws of ALIC, as in effect on the Effective Date and attached hereto as Annex B, shall from and after the Effective Date be and continue to be the By-Laws of the Surviving Corporation until altered, amended or repealed as therein provided.

2.3 Board of Directors. The Board of Directors of ALIC in office on the Effective Date shall continue in office and shall constitute the directors of the Surviving Corporation for the term elected, until their respective successors shall be duly elected or appointed and qualified in accordance with the Articles of Incorporation and By-Laws of the Surviving Corporation.

2.4 Officers. The officers of ALIC in office on the Effective Date shall continue in office and shall constitute the officers of the Surviving Corporation for the term elected, until their successors are duly elected or appointed and qualified in accordance with the By-Laws of the Surviving Corporation.

2.5 First Annual Meeting of Shareholders. The first Annual Meeting of Shareholders of the Surviving Corporation to be held after the Effective Date shall be the Annual Meeting of Shareholders provided for in the By-Laws.

ARTICLE III

3.1 Shareholder and Insurance Regulatory Approvals. This Agreement shall be submitted to the shareholder of each Constituent Corporation for adoption and approval and to the Commissioner of Insurance of the State of Arizona and the Director of Insurance of the State of Illinois for approval.

3.2 Effective Date. The Merger shall become effective at 12:01 a.m. on January 1, 2005, provided that all required regulatory approvals have been received by that date. If all such approvals have not been received by that date, then the Merger shall occur on the date the last such regulatory approval is received but shall be effective as of 12:01 a.m. on January 1, 2005 (the "Effective Date").

ARTICLE IV

4.1 Common Stock. All of the common stock of GLAC issued and outstanding immediately prior to the Effective Date shall be cancelled on the Effective Date and all of the common and preferred stock of ALIC issued and outstanding immediately prior to the Effective Date shall remain unchanged and shall be the common and preferred stock of the Surviving Corporation after the Effective Date.

ARTICLE V

5.1 Rights and Privileges of the Surviving Corporation. After the Effective Date, the separate existence of GLAC shall cease and in accordance with the terms and conditions of this Agreement, the Surviving Corporation shall possess all rights, privileges, immunities, powers and franchises of a public as well as of a private nature, and shall be subject to all the restrictions, disabilities and duties of each Constituent Corporation; and all property, real, personal and mixed, including all patents, applications for patents, trademarks, trademark registrations and applications for registration of trademarks, together with the good-will of the business in connection with which said patents and marks are used, and all due on whatever account, including subscriptions to shares of capital stock, and all other choses in action and all and every other interest of or belonging to or due to each of the Constituent Corporations shall be deemed to be transferred to and vested in the Surviving Corporation without further act or deed, and the title to any real estate, or any interest therein, vested in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the merger.

5.2 Liabilities and Obligations of the Surviving Corporation. After the Effective Date, the separate existence of GLAC shall cease and in accordance with the terms and conditions of this Agreement, the Surviving Corporation shall be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations; and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to

judgment as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by the Merger, and all debts, liabilities and duties of each of said Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it as if said debts, liabilities and duties had been incurred or contracted by it.

5.3 Execution and Delivery of Necessary Instruments. From time to time, as and when requested by the Surviving Corporation or by its successors or assigns, GLAC shall execute and deliver or cause to be delivered all such other instruments, and shall take or cause to be taken all such further or other actions, as the Surviving Corporation, or its successors or assigns, may deem necessary or desirable in order to vest and confirm to the Surviving Corporation and its successors and assigns, title to and possession of all the property, rights, privileges, powers and franchises referred to in this Article V and otherwise to carry out the intent and purpose of this Agreement. From time to time, as and when necessary, the Surviving Corporation shall execute and deliver or cause to be executed and delivered all such other instruments, and shall take or cause to be taken all such further or other actions, as are necessary or desirable in order to assume or otherwise comply with the outstanding debts, duties or other obligations of GLAC.

5.4 Assets, Liabilities and Reserves. The assets, liabilities and reserves of the Constituent Corporations, upon the Effective Date, shall be taken upon the books of the Surviving Corporation at the amounts at which they, respectively, shall then be carried on the books of the Constituent Corporations, subject to such adjustments or eliminations of intercompany items as may be appropriate in giving effect to the Merger.

5.5 Corporate Acts and Plans. All corporate acts, plans, policies, resolutions, approvals and authorizations of the shareholders, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents of GLAC, which were valid and effective immediately prior to the Effective Date shall be taken for all purposes as the acts, plans, policies, resolutions, approvals, and authorizations of the Surviving Corporation and shall be effective and binding thereon as the same were with respect to GLAC.

ARTICLE VI

6.1 Termination and Abandonment. At any time prior to the filing or recording of this Agreement or a certificate in lieu thereof with the appropriate officials of Arizona or Illinois, notwithstanding the approval hereof by the shareholders of the Constituent Corporations, the Boards of Directors of the Constituent Corporations may cause the Merger and all transactions contemplated by this Agreement to be abandoned or delayed if such Boards determine that such abandonment or delay would be in the best interests of the Constituent Corporations and their shareholders. In the event of termination or abandonment of this Agreement and the Merger pursuant to the foregoing provision of this Article VI, this Agreement shall become void and have no effect, without any liability on the part of either of the Constituent Corporations or its shareholders or directors and officers in respect thereof.

ARTICLE VII

7.1 Execution in Counterparts. For the convenience of the parties hereto and to facilitate the filing and recording of this Agreement, this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original instrument but all of which taken together shall constitute one and the same document.

7.2 Amendments, Supplements, etc. At any time before or after approval and adoption by the respective shareholders of the Constituent Corporations but prior to the Effective Date, this Agreement may be amended in matters of form or substance, or supplemented by additional agreements, articles, or certificates, to the extent permitted by the laws of the States of Arizona and Illinois, as may be determined in the judgment of the Boards of Directors of the Constituent Corporations to be necessary, desirable or expedient to clarify the intention of the parties hereto or effect or facilitate the filing, recording or official approval of this Agreement and the consummation hereof and the Merger provided for herein, in accordance with the purpose and intent of this Agreement.

IN WITNESS WHEREOF, this Agreement and Plan of Merger having been authorized, adopted and approved by resolutions duly adopted by the respective Boards of Directors of the Constituent Corporations at meetings duly called and held, and having been approved by the consent of the sole shareholder of each Constituent Corporation, each of the Constituent Corporations has caused this Agreement and Plan of Merger to be signed by its President and Secretary under the corporate seals of the respective Constituent Corporations.

(Corporate Seal) Glenbrook Life and Annuity Company
(Merging Corporation)
ATTEST:

By: _____
Michael J. Velotta Casey J. Sylla
Vice President, General Counsel President and Chief Executive Officer
and Secretary

(Corporate Seal) Allstate Life Insurance Company
(Surviving Corporation)
ATTEST:

By: _____
Michael J. Velotta Casey J. Sylla
Senior Vice President, General Chairman of the Board and President
Counsel and Secretary

ARTICLES OF MERGER OF GLENBROOK LIFE AND ANNUITY COMPANY INTO ALLSTATE LIFE INSURANCE COMPANY

Pursuant to ss. 10-1105 of the Arizona general corporation laws, the undersigned affiliated corporations submit these Articles of Merger to effect the merger by and between Glenbrook Life and Annuity Company, an Arizona insurance company, and Allstate Life Insurance Company, an Illinois insurance company in accordance with the provisions of ss. 10-1103 and 10-1107 of the Arizona general corporation laws.

ARTICLE I

The Articles of Incorporation of Allstate Life Insurance Company shall be the Articles of Incorporation of the surviving corporation without amendment thereto. Allstate Life Insurance Company shall be the surviving corporation. The offices of Allstate Life Insurance Company are located at:

ARTICLE II

The Agreement and Plan of Merger is attached hereto as Exhibit A. The Agreement and Plan of Merger has been approved by Allstate Life Insurance Company and Glenbrook Life and Annuity Company and was duly authorized by all action required by the laws under which they were incorporated and by their respective Articles of Incorporation and Bylaws.

ARTICLE III

The authorized capital stock of Glenbrook Life and Annuity Company consists of 10,000 shares of common stock, with 5,000 shares issued and outstanding at \$500 par value. All of the issued and outstanding capital stock of Glenbrook Life and Annuity Company is held by Allstate Life Insurance Company. The outstanding capital stock of Allstate Life Insurance Company consists of 23,800 shares of common stock, \$227 par value. All of the outstanding capital stock of Allstate Life Insurance Company is held by Allstate Insurance Company. All 5,000 shares of the common stock of Glenbrook Life and Annuity Company voted in favor, and no shares voted against, the Agreement and Plan of Merger. All 23,800 shares of the common stock of Allstate Life Insurance Company voted in favor, and no shares voted against, the Agreement and Plan of Merger.

ARTICLE IV

The Agreement and Plan of Merger was approved by the Board of Directors and the Shareholders of both Glenbrook Life and Annuity Company and Allstate Life Insurance Company as prescribed by Arizona's general corporation laws and the laws of the State of Illinois.

ARTICLE V

The name and address of the statutory agent for Allstate Life Insurance Company, the surviving corporation is:

Arizona Department of Insurance 2910 N. 44th Street, Suite 210 Phoenix, Arizona 85018

ARTICLE VI

The effective date of the merger is January 1, 2005.

IN WITNESS WHEREOF, Glenbrook Life and Annuity Company and Allstate Life Insurance Company have executed these Articles of Merger as of 9th day of August, 2004.

GLENBROOK LIFE AND ANNUITY ALLSTATE LIFE INSURANCE
COMPANY COMPANY

By: _____ By: _____

Its: _____ Its: _____

Exhibit 99(b)**EXPERTS**

The financial statements, and the related financial statement schedules of Allstate Life Insurance Company, incorporated in this Prospectus by reference from the Allstate Life Insurance Company's Annual Report on Form 10-K have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report which is incorporated herein by reference. Such financial statements and financial statement schedules have been so incorporated in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

With respect to the unaudited interim financial information for the periods ended March 31, 2017 and 2016 and June 30, 2017 and 2016 which is incorporated herein by reference, Deloitte & Touche LLP, an independent registered public accounting firm, have applied limited procedures in accordance with the standards of the Public Company Accounting Oversight Board (United States) for a review of such information. However, as stated in their reports included in Allstate Life Insurance Company's Quarterly Reports on Form 10-Q for the quarters ended March 31, 2017 and June 30, 2017 and incorporated by reference herein, they did not audit and they do not express an opinion on that interim financial information. Accordingly, the degree of reliance on their reports on such information should be restricted in light of the limited nature of the review procedures applied. Deloitte & Touche LLP are not subject to the liability provisions of Section 11 of the Securities Act of 1933 for their reports on the unaudited interim financial information because those reports are not "reports" or a "part" of the Registration Statement prepared or certified by an accountant within the meaning of Sections 7 and 11 of the Act.