

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

**CURRENT REPORT PURSUANT TO
SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of report (Date of earliest event reported): September 1, 2011

**ALLSTATE LIFE INSURANCE COMPANY
(Exact Name of Registrant as Specified in Its Charter)**

Illinois

(State or Other Jurisdiction of Incorporation)

0-31248

(Commission File Number)

36-2554642

(IRS Employer Identification No.)

3100 Sanders Road, Northbrook, Illinois

(Address of Principal Executive Offices)

60062

(Zip Code)

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

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

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

Section 1 – Registrant's Business and Operations

Item 1.01. Entry into a Material Definitive Agreement.

On September 1, 2011, ALFS, Inc. ("ALFS") entered into an Assignment & Delegation of Administrative Services Agreements, Underwriting Agreements, and Selling Agreements ("Assignment and Delegation Agreement"), with the Registrant, Allstate Life Insurance Company of New York ("ALNY"), Allstate Distributors, LLC ("ADLLC"), Charter National Life Insurance Company ("Charter"), Intramerica Life Insurance Company ("Intramerica"), Allstate Financial Services, LLC ("AFS"), and Lincoln Benefit Life Company ("LBL") (collectively, "the Parties.") Both ALFS and ADLLC are registered broker-dealers, and ALFS is being merged into ADLLC in order to streamline corporate structure as well as enhance administrative simplicity and to better reflect the Registrant's business strategy. The Parties have previously entered into various administrative service agreements, principal underwriting agreements, selling agreements, information sharing, and wholesaling agreements (collectively "Agreements"). Under the Assignment and Delegation Agreement, ALFS assigns its rights and delegates its duties to ADLLC under the Agreements, and ADLLC accepts assignment of ALFS rights and duties under the Agreements. The foregoing description of the Assignment and Delegation Agreement is qualified in its entirety by reference to the full text of the Assignment and Delegation Agreement attached as Exhibit 10.1, which is incorporated herein by reference.

The Registrant is an indirect, wholly owned subsidiary of The Allstate Corporation. ALFS, ALNY, ADLLC, Charter, Intramerica, and LBL are wholly owned subsidiaries of the Registrant. AFS is a wholly-owned subsidiary of Allstate Insurance Company, a

wholly-owned subsidiary of The Allstate Corporation.

Section 9 – Financial Statements and Exhibits

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Assignment & Delegation of Administrative Services Agreements, Underwriting Agreements, and Selling Agreements

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SIGNATURE

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

ALLSTATE LIFE INSURANCE COMPANY

By: /s/ Jennifer M. Hager

Name: Jennifer M. Hager

Title: Assistant Secretary

Date: September 1, 2011

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**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
