

---

**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	\$4,471,024	\$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 \$4,471,024 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 (333-199265) filed on October 10, 2014. Because a filing fee of \$576 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. 333-199265), 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 each 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 each 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 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 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.

ALLSTATESUP10

---

**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.*

---

ALLSTATE LIFE INSURANCE COMPANY  
ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK

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

**Allstate Advisor, dated May 1, 2010 (Allstate Life Insurance Company)**  
**Allstate Advisor, dated May 1, 2007 (Allstate Life Insurance Company of New York)**  
**STI Classic Variable Annuity, dated May 1, 2004**  
**Allstate Provider, 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, 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:

Oppenheimer Balanced Fund/VA—Service Shares  
Oppenheimer Balanced Fund/VA—Initial Shares

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.*

---

**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**  
**SelectDirections Prospectus, dated May 1, 2003**  
**SelectDirections 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**

The Allstate Advisor Variable Annuities (STI)

AIM Enhanced Choice

Allstate Provider Series

Allstate Provider Advantage/Ultra/Extra

Allstate Provider Advantage/Ultra (STI)

AIM Lifetime Series: Classic, Regal and Freedom

STI Classic

AIM Lifetime Plus

Supplement, dated May 1, 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 758565, Topeka, KS 66675-8565 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**

**STI Classic**

**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 STI Classic Variable Annuity Prospectus dated May 1, 2004

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 Sub-Account 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 STI Classic 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\***

**Standard Fixed Account Option**

**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 January 3, 2005 to the The STI Classic Variable Annuity Prospectus dated May 1, 2004

This supplement amends certain information contained in the prospectus for the STI Classic 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 prospectus.

### **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 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.

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

Replace all references to “Glenbrook” 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.”

Page 12: Under the heading “Financial Information” replace the last two sentences of the second paragraph with:

The financial statements of Allstate Life and Allstate Financial Advisors Separate Account I, which includes financial information giving effect to the separate account 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.

Page 16: Delete in their entirety the Sections entitled “Market Timing & Excess Trading” and “Trading Limitations” and replace them with the following:

### **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.

Pages 26: Under the heading "More Information," replace the sections entitled "Glenbrook" 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") issued the Contract. Effective January 1, 2005, Glenbrook merged with Allstate Life ("Merger"). 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.

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 and Annuity Company Separate Account A. 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 insurance 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 are available under the Contract. 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 STI CLASSIC 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 STI Classic 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 is no longer being offered for new sales. If you have already purchased the Contract, you may continue to make additional purchase payments according to your Contract.

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 underlying funds ("FUNDS")

AIM VARIABLE INSURANCE FUNDS-SERIES I  
SHARES

FEDERATED INSURANCE SERIES

FIDELITY(R) VARIABLE INSURANCE

PRODUCTS-INITIAL CLASS

FRANKLIN TEMPLETON VARIABLE INSURANCE PRODUCTS  
TRUST-CLASS 2

MFS(R) VARIABLE INSURANCE

TRUST(SM)-INITIAL CLASS

OPPENHEIMER VARIABLE ACCOUNT FUNDS

PUTNAM VARIABLE TRUST-CLASS IB

STI CLASSIC VARIABLE TRUST

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 52 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>
<b>OVERVIEW</b>	
Important Terms	3
The Contract at a Glance	4
How the Contract Works	5
Expense Table	6
Financial Information	8
<b>CONTRACT FEATURES</b>	
The Contract	8
Purchases	9
Contract Value	10
Investment Alternatives	11
The Variable Sub-Accounts	11
The Fixed Account Options	13
Transfers	15
Expenses	17
	<u>PAGE</u>
Access To Your Money	19
Income Payments	20
Death Benefits	22
<b>OTHER INFORMATION</b>	
More Information:	25
Allstate Life	25
The Variable Account	26
The Portfolios	26
The Contract	27
Non-Qualified Annuities Held Within a Qualified Plan	27
Legal Matters	27
Taxes	28
Annual Reports and Other Documents	33
APPENDIX A - ACCUMULATION UNIT VALUES	34
APPENDIX B - MARKET VALUE ADJUSTMENT	48
STATEMENT OF ADDITIONAL INFORMATION TABLE OF CONTENTS	50

---

---

## 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	24
Annuitant	9
Automatic Additions Program	10
Automatic Portfolio Rebalancing Program	18
Beneficiary	9
Cancellation Period	11
Contract	9
Contract Anniversary	5
Contract Owner ("You")	9
Contract Value	5
Contract Year	5
Death Benefit Anniversary	23
Dollar Cost Averaging Program	18
Due Proof of Death	23
Enhanced Death Benefit Rider	24

	<u>PAGE</u>
Fixed Account Options	14
Free Withdrawal Amount	19
Allstate Life ("We" or "Us")	26
Guarantee Periods	14
Income Plan	21
Investment Alternatives	12
Issue Date	6
Market Value Adjustment	16
Payout Phase	6
Payout Start Date	21
Portfolios	12
SEC	1
Settlement Value	24
Systematic Withdrawal Program	21
Valuation Date	11
Variable Account	27
Variable Sub-Account	12

---

---

## 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). Before age 86, 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 your state may require (“CANCELLATION PERIOD”). Upon cancellation, we will return your purchase payments adjusted, to the extent applicable law permits, to reflect the investment experience of any amounts allocated to the Variable Account, including the deduction of mortality and expense risk charges and administrative expense charges.

**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 \$30 (with certain exceptions)
- Withdrawal charges ranging from 0% to 7% of 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 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
  - Templeton Global Advisors Limited
  - Trusco Capital Management, Inc.

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 ADDITIONS PROGRAM
- AUTOMATIC PORTFOLIO REBALANCING 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 die before the PAYOUT START DATE we will pay the death benefit described in the Contract. We offer an Enhanced Death Benefit Rider to owners of Contracts issued on or after May 1, 1997.

#### TRANSFERS

Before the Payout Start Date you may transfer your Contract value (“CONTRACT VALUE”) among the investment alternatives, with certain restrictions. No minimum applies to the amount you transfer. 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 anytime during the Accumulation Phase. Full or partial withdrawals are available under limited circumstances on or after the Payout Start Date.

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

#### 4 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 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 (“INCOME PLANS”) described on page 21. You receive income payments during 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 there is 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.

## 5 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 Payment Being Withdrawn	0	1	2	3	4	5	6	7+
Applicable Charge	7%	6%	5%	4%	3%	2%	1%	0%
Annual Contract Maintenance Charge					\$30.00**			
Transfer Fee					\$10.00***			

\* Each Contract Year, you may withdraw up to 10% of the Contract Value on the date of the first withdrawal that Year without incurring a withdrawal charge. However, any applicable Market Value Adjustment determined as of the date of withdrawal will apply.

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

\*\*\* Applies solely to the thirteenth and subsequent transfers within a Contract Year. We are currently waiving the transfer fee.

### VARIABLE ACCOUNT ANNUAL EXPENSES

#### (AS A PERCENTAGE OF AVERAGE DAILY NET ASSET VALUE DEDUCTED FROM EACH VARIABLE SUB-ACCOUNT)

Mortality and Expense Risk Charge	1.25%
Administrative Expense Charge	0.10%
Total Variable Account Annual Expense	1.35%

#### WITH THE ENHANCED DEATH BENEFIT\*

Mortality and Expense Risk Charge	1.35%
Administrative Expense Charge	0.10%
Total Variable Account Annual Expense	1.45%

\* The Enhanced Death Benefit Rider was available for Contracts issued on or after May 1, 1997.

### PORTFOLIO ANNUAL EXPENSES

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

### ANNUAL PORTFOLIO EXPENSES

	Minimum	Maximum
Total Annual Portfolio Operating Expenses/(1)/ (expenses that are deducted from Portfolio assets, which may include management fees, distribution and/or services (12b-1) fees, and other expenses)	0.34%	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.

## 6 PROSPECTUS

### EXAMPLE 1

This Example is intended to help you compare the cost of investing in the Contract 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 the Contract for the time periods indicated,
- earned a 5% annual return on your investment, and
- 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 (with total Variable Account expenses of 1.45%)

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

	1 Year	3 Years	5 Years	10 Years
Costs Based on Maximum Annual Portfolio Expenses	\$1,120	\$2,086	\$3,034	\$5,599
Costs Based on Minimum Annual Portfolio Expenses	\$752	\$1,013	\$1,298	\$2,392

### 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.

	1 Year	3 Years	5 Years	10 Years
Costs Based on Maximum Annual Portfolio Expenses	\$579	\$1,725	\$2,853	\$5,599
Costs Based on Minimum Annual Portfolio Expenses	\$213	\$656	\$1,121	\$2,392

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 A MORTALITY AND EXPENSE RISK CHARGE OF 1.35%, AN ADMINISTRATIVE EXPENSE CHARGE OF 0.10%, AND AN ANNUAL CONTRACT MAINTENANCE CHARGE OF \$30. IF THE ENHANCED DEATH BENEFIT RIDER WERE NOT ELECTED, THE EXPENSE FIGURES SHOWN ABOVE WOULD BE SLIGHTLY LOWER.

## 7 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 its inception. The financial statements of Allstate and Allstate Financial Advisors Separate Account I, which includes financial information giving effect to the separate account 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 STI Classic 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 Owner is a Grantor Trust, the 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 85 as of the date we receive the completed application.

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.

The Contract can also be purchased as an IRA or TSA (also known as a 403(b)). The endorsements required to qualify these annuities under the Internal Revenue Code of 1986, as amended, (“Code”), may limit or modify your rights and privileges under the Contract.

### ANNUITANT

The Annuitant is the individual whose age determines the latest Payout Start Date and whose life determines the amount and duration of income payments (other than under Income Plans with guaranteed payments for a specified period). You initially designate an Annuitant in your application. The Annuitant must be a living person. If the Contract Owner is a living person, you may change the Annuitant at any time prior to the Payout Start Date. You may designate a joint Annuitant, prior to the Payout Start Date, who is a second person on whose life income payments depend. 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 selected by the Contract Owner to receive the death benefits or become the new Contract Owner, subject to the “Death of Owner” section of the Contract, 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 Beneficiaries 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 Beneficiary(ies) who is first entitled to receive benefits under the Contract upon the death of the sole surviving Contract Owner. The contingent Beneficiary is the Beneficiary(ies) entitled to receive benefits under the Contract when all primary Beneficiaries predecease 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.

## **8 PROSPECTUS**

---

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. 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 no named Beneficiary is a living person or if you did not name a Beneficiary, the Beneficiary will be:

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

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

Unless you have provided directions to the contrary, the Beneficiaries will take equal shares. If there is more than one Beneficiary in a class and one of the Beneficiaries predeceases you, the remaining Beneficiaries in that class will divide the deceased Beneficiary's share in proportion to the original share of the remaining Beneficiaries.

If more than one Beneficiary shares in the death benefit, each Beneficiary will be treated as a separate and independent owner of his or her respective proceeds. Each Beneficiary will exercise all rights related to his or her share, including the sole right to select an Income Plan, 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 Income Plan chosen by the original Beneficiary.

Where there are multiple Beneficiaries, we will only value the death benefit at the time the first Beneficiary submits the necessary documentation in good order. Any death benefit amounts attributable to any Beneficiary which remain in the investment alternatives are subject to investment risk.

## **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 YOUR 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 earlier of the Payout Start Date or your 86th birthday. 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. Please call or write us for an enrollment form.

#### **ALLOCATION OF PURCHASE PAYMENTS**

At the time you apply for a Contract, you must decide how to credit your purchase payments among the investment alternatives. The allocation you specify on your application will be effective immediately. All allocations must be in whole percentages that total 100% or in whole dollars. You can change your allocations by notifying us in writing. We reserve the right to limit 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

#### **9 PROSPECTUS**



---

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

We use the term “BUSINESS DAY” to refer to each day Monday through Friday that the New York Stock Exchange is open for business. We also refer to these days as “VALUATION DATES.” Our business day closes when the New York Stock Exchange closes, 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.

#### **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 applicable federal or state law permits, to reflect investment gain or loss, including the deduction of mortality and expense risk charges and administrative expense charges, that occurred from the date of allocation through the date of cancellation. Some states may require us to return a greater amount to you. If this Contract is qualified under Code Section 408(b), 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 Sub-Account is \$10, we would credit 1,000 Accumulation Units of that Variable Sub-Account 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 the Accumulation Unit Value. Instead, we obtain payment of those charges and fees by redeeming Accumulation Units. For details on how we compute Accumulation Unit 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 24.

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 prospectus for the Portfolio. You should carefully review the Portfolio prospectuses before allocating amounts to the Variable Sub-Accounts.

PORTFOLIO:	EACH PORTFOLIO SEEKS*:	INVESTMENT ADVISOR:
<b>AIM VARIABLE INSURANCE FUNDS</b>		
AIM V.I. Balanced Fund - Series I	To achieve 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. Growth Fund - Series I	Growth of capital	
AIM V.I. High Yield - Series I	A high level of current income	
AIM V.I. Premier Equity Fund - Series I	Long-term growth of capital; Income is a secondary objective	
<b>FEDERATED INSURANCE SERIES</b>		
Federated Prime Money Fund II	Current income consistent with stability of principal and liquidity	FEDERATED INVESTMENT MANAGEMENT COMPANY
<b>FIDELITY(R) VARIABLE INSURANCE PRODUCTS</b>		
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	
<b>FRANKLIN TEMPLETON VARIABLE INSURANCE PRODUCTS TRUST</b>		
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	TEMPLETON GLOBAL ADVISORS LIMITED
<b>MFS(R) VARIABLE INSURANCE TRUST(SM)</b>		
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	
MFS Research Series - Initial Class	Long-term growth of capital and future income	
MFS Utilities Series - Initial Class	Capital growth and current income	
<b>OPPENHEIMER VARIABLE ACCOUNT FUNDS</b>		
Oppenheimer Aggressive Growth Fund/VA	Capital appreciation	
Oppenheimer Balanced Fund/VA**	A high total investment return which includes current income and capital appreciation in the value of its shares.	
Oppenheimer Capital Appreciation Fund/VA	Capital appreciation by investing in securities of well-known, established companies.	OPPENHEIMERFUNDS, INC.
Oppenheimer Global Securities Fund/VA	Long-term capital appreciation	
Oppenheimer Main Street Fund/VA	High total return, which includes growth in the value of its shares as well as current income, from equity and debt securities	
Oppenheimer Strategic High level of current income Bond Fund/VA		
<b>PUTNAM VARIABLE TRUST</b>		
Putnam VT Discovery Growth Fund - Class IB	Long-term growth of capital	
Putnam VT Diversified Income Fund - Class IB	High current income consistent with capital preservation	PUTNAM INVESTMENT MANAGEMENT, LLC
Putnam VT Growth and Income Fund - Class IB	Capital growth and current income	
Putnam VT Growth Opportunities Fund - Class IB	Capital appreciation	
Putnam VT Health Sciences Fund - Class IB	Capital appreciation	
Putnam VT New Value Fund - Class IB	Long-term capital appreciation	
<b>STI CLASSIC VARIABLE TRUST</b>		
STI Classic Capital Appreciation Fund	Capital appreciation	
STI Classic Growth and Income Fund	Long-term capital appreciation with the secondary goal of current income	
STI Classic International Equity Fund	Long-term capital appreciation	TRUSCO CAPITAL MANAGEMENT, INC.
STI Classic Investment Grade Bond Fund	High total return through current income and capital appreciation, while preserving the principal amount invested	
STI Classic Mid - Cap Equity Fund	Capital appreciation	
STI Classic Small Cap Value Equity Fund income	Capital appreciation with the secondary goal of current	
STI Classic Value Income Stock Fund	Current income with the secondary goal of capital appreciation	

**11 PROSPECTUS**

- 
- 
- \* A portfolio's investment objective(s) may be changed by the Fund's Board of Trustees without shareholder approval.
  - \*\* Effective May 1, 2004, the Oppenheimer Multiple Strategies Fund/VA changed its name to the Oppenheimer Balanced Fund/VA.

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 RETAIL MUTUAL FUNDS.

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.

**12 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, including a Standard Fixed Account Option, a Dollar Cost Averaging Fixed Account Option, and the option to invest in one or more Guarantee Periods (included in the Guaranteed Maturity Amount 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.

**STANDARD FIXED ACCOUNT OPTION AND DOLLAR COST AVERAGING FIXED ACCOUNT OPTION STANDARD FIXED ACCOUNT OPTION.** Purchase payments and transfers that you allocate to the Standard 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 effective 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 12 months for each payment or transfer. Each payment or transfer you allocate to this Option must be at least \$50.

**DOLLAR COST AVERAGING FIXED ACCOUNT OPTION.** You may establish a Dollar Cost Averaging Program by allocating purchase payments to the Dollar Cost Averaging Fixed Account Option ("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. Each purchase payment you allocate to the DCA Fixed Account Option must be at least \$500.00. We reserve the right to reduce the minimum allocation amount.

For each purchase payment, the first transfer from the DCA Fixed Account Option must occur within one month of the date of payment. If we do not receive an allocation instruction from you when the payment is received, each monthly installment will be transferred to the money market Variable Sub-Account in substantially equal monthly installments. Transferring Contract 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.

We will follow your instructions in transferring amounts monthly from the DCA Fixed Account Option to one or more Variable Sub-Accounts. However, you may not choose monthly installments of less than 3 or more than 12. Further, you must transfer each purchase payment and all its earnings out of this Option to one or more Variable Sub-Accounts by means of dollar cost averaging within the selected program period. At the end of the transfer period, any nominal amounts remaining in the DCA Fixed Account will be allocated to the Federated Prime Money Fund II Variable Sub-Account. If you discontinue the 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.

We bear the investment risk for all amounts allocated to the Standard Fixed Account Option and the 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 Standard Fixed Account Option and the DCA Fixed Account Option. For current interest rate information, please contact your representative or Allstate Life 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 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. 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 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. The annual interest rate will never be less than the minimum guaranteed rate stated in the Contract.

**13 PROSPECTUS**

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 Guarantee 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				
$^{\wedge}(1 \wedge \text{Annual Interest Rate})$	1.045				
	\$ 10,450.00				
Contract Value at end of Contract Year		\$ 10,450.00			
$^{\wedge}(1 \wedge \text{Annual Interest Rate})$		1.045			
		\$ 10,920.25			
Contract Value at end of Contract Year			\$ 10,920.25		
$^{\wedge}(1 \wedge \text{Annual Interest Rate})$			1.045		
			\$ 11,411.66		
Contract Value at end of Contract Year				\$ 11,411.66	
$^{\wedge}(1 \wedge \text{Annual Interest Rate})$				1.045	
				\$ 11,925.19	
Contract Value at end of Contract Year					\$ 11,925.19
$^{\wedge}(1 \wedge \text{Annual Interest Rate})$					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 might be required to pay a withdrawal charge. In addition, the amount withdrawn might 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 current or 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 but will never be less than the guaranteed minimum rate stated in the Contract.

RENEWALS. At the end of each Guarantee Period, we will mail you a notice asking you what to do with the relevant amount, 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 your money to the Standard Fixed Account Option. Your allocation will be effective on the day the previous Guarantee Period ends; or
- 4) 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
- 5) 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. The amount withdrawn will be deemed to have been withdrawn on the day the Guarantee Period ends. 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 with current interest credited from the date the Guarantee Period expired.

**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). For Contracts issued before May

#### **14 PROSPECTUS**



---

1, 1997, a Market Value Adjustment will apply to payment of a death benefit. For Contracts issued on or after May 1, 1997, a Market Value Adjustment may apply in the calculation of the Settlement Value described in the “Contracts Issued On Or After May 1, 1997” section below. We apply the Market Value Adjustment to reflect changes in interest rates from the time the amount being withdrawn or transferred was allocated to a Guarantee Period to the time of its withdrawal, transfer, or application to an Income Plan. As such, you bear some investment risk on amounts you allocate to any Guarantee Period.

The Market Value Adjustment may be positive or negative, depending on changes in interest rates. If interest rates increase significantly from the time you make a purchase payment, the Market Value Adjustment, withdrawal charge, premium taxes, and income tax withholding (if applicable) could reduce the amount you receive upon full withdrawal of your Contract Value to an amount that is less than the purchase payment plus interest at the minimum guaranteed interest rate under the Contract.

Generally, if the effective annual interest rate for the Guarantee Period is lower than the applicable current effective annual interest rate for a period equal to the time remaining in the Guarantee Period, then the Market Value Adjustment will result in a lower amount payable to you or transferred. Similarly, if the effective annual interest rate for the Guarantee Period is higher than the applicable current effective annual interest rate, then the Market Value Adjustment will result in a higher amount payable to you or transferred.

For example, assume that you purchase a Contract and select an initial Guarantee Period of 5 years that has an effective annual rate of 4.50%. Assume that at the end of 3 years, you make a partial withdrawal. If, at that later time, the current interest rate for a 2 year Guarantee Period is 4.00%, then the Market Value Adjustment will be positive, which will result in an increase in the amount payable to you. Conversely, if the current interest rate for the 2 year Guarantee Period is 5.00%, 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 or by telephone according to the procedure described below. There is no minimum transfer amount. 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 a given day count 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. on any Valuation Date using the Accumulation Unit Values for the next Valuation Date. The Contract permits us to defer transfers from the Fixed Account Options for up to 6 months from the date we receive your request. If we decide to postpone transfers from any Fixed Account Option for 30 days or more, we will pay interest as required by applicable law. Any interest would be payable from the date we receive the transfer request to the date we make the transfer.

We limit the amount you may transfer from the Standard Fixed Account Option to any other investment alternative in any Contract Year to the greater of:

- 1) 25% of the value in the Standard Fixed Account Option as of the most recent Contract Anniversary (if this amount is less than \$1,000, then up to \$1,000 may be transferred); or
- 2) 25% of the sum of all purchase payments and transfers to the Standard Fixed Account Option as of the most recent Contract Anniversary.

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

You may not transfer Contract Value into the DCA Fixed Account Option.

We reserve the right to waive any transfer restrictions.

## **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.

## **15 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.

## 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. 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, if you first send us a completed authorization form. 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.

#### **DOLLAR COST AVERAGING PROGRAM**

Through our Dollar Cost Averaging Program, you may automatically transfer a fixed dollar amount, subject to a minimum of \$50, every month during the Accumulation Phase from any Variable Sub-Account, the Standard Fixed Account Option or the Dollar Cost Averaging Fixed Account Option, to any other Variable Sub-Account. You may not use the Dollar Cost Averaging Program to transfer amounts to a Fixed Account Option.

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

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

#### **AUTOMATIC PORTFOLIO REBALANCING PROGRAM**

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

We will rebalance your account monthly, quarterly, semi-annually or annually, 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 STI Classic Investment Grade Bond Variable Sub-Account and 60% to be in the STI Classic Capital Appreciation 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 STI Classic Investment Grade Bond 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 STI Classic Investment Grade Bond Variable Sub-Account and use the money to buy more units in the STI Classic Capital Appreciation 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 \$30 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. During the Payout Phase, we will deduct the charge proportionately from each income payment. The charge is to compensate us for the cost of administering 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:

- total purchase payments equal \$25,000 or more as of a Contract Anniversary or upon full withdrawal, or
- all of your money is allocated to the Fixed Account Options on a Contract Anniversary.

**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, available to purchasers after May 1, 1997). 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 0.10% for the Enhanced Death Benefit Rider to compensate us for the additional risk that we accept by providing the rider.

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. 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 7% of the purchase payment(s) you withdraw. The charge declines annually to 0% over a 7 year period that begins on the day we receive your purchase payment. A schedule showing how the charge declines appears on page 7. 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. During each Contract Year, you can withdraw up to 10% of the Contract Value on the date of the first withdrawal in that Contract Year without paying the charge. Unused portions of this 10% "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 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 in the Contract. Thus, for tax purposes, earnings are considered to come out first, 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;
- withdrawals taken to satisfy IRS minimum distribution rules for this Contract, or
- withdrawals that qualify for one of the waivers described below.

We use the amounts obtained from the withdrawal charge to pay sales commissions and other promotional or distribution expenses associated with marketing the Contracts. To the extent that the withdrawal charge does not cover all sales commissions and other promotional or distribution expenses, we may use any of our corporate assets, including potential profit which may arise from the mortality and expense risk charge or any other charges or fee described above, to make up any difference. Withdrawals may be subject to tax penalties or income tax 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 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 is owned by a company or other legal entity, are confined to a long term care facility or a hospital (as defined in the Contract) for at least 90 consecutive days. You or the Annuitant must enter the long term care facility or hospital (as defined in the Contract) at least 30 days after the Issue Date;
2. you must 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 (as defined in the Contract); 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 or 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.** Only once during the term of the Contract, we will waive the withdrawal charge on one partial or a full withdrawal taken prior to the Payout Start Date under your Contract, if:

1. you (or the Annuitant, if the Contract Owner is not a living person) are diagnosed by a physician (we may require a second opinion) 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 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 living person) become unemployed at least one year after the Issue Date;
2. you (or the Annuitant, if the Contract Owner is not a living person) have been granted unemployment compensation for at least 30 consecutive days as a result of that unemployment and we receive due proof thereof (as defined in the Contract) prior to the time of the withdrawal request; and

3. you exercise this benefit within 180 days of your initial receipt of unemployment compensation.

You may exercise this benefit once during the life of your Contract.

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 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, we deduct the applicable 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.

#### **18 PROSPECTUS**



---

---

## **DEDUCTION FOR SEPARATE ACCOUNT INCOME TAXES**

We are not currently maintaining a provision for taxes. In the future, however, we may maintain 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.

## **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 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. Withdrawals also are available under limited circumstances on or after the Payout Start Date. See "Income Plans" on page 21.

The amount payable upon withdrawal is the Contract Value next computed after we receive the request for a withdrawal at our headquarters, adjusted by any Market Value Adjustment, less any withdrawal charges, contract maintenance charges, income tax withholding, 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 and/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 that you 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 or transfer for 30 days or more, we will pay interest as required by law.

## **SYSTEMATIC WITHDRAWAL PROGRAM**

You may choose to receive systematic withdrawal payments on a monthly, quarterly, semi-annual, or annual basis at any time prior to the Payout Start Date. The minimum amount of each systematic withdrawal is \$50. At our discretion, systematic withdrawals may not be offered in conjunction with Dollar Cost Averaging or Automatic Portfolio Rebalancing.

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. 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. 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.

Before terminating any Contract whose value has been reduced by partial 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 Value to the contractual minimum of \$2,000.

#### **19 PROSPECTUS**

---

---

## MINIMUM SURRENDER VALUE

Certain states may require us to endorse your Contract to provide a minimum surrender value. Please refer to the endorsement for details.

## INCOME PAYMENTS

### PAYOUT START DATE

You select the Payout Start Date in your application. The Payout Start Date is the day that money is applied to an Income Plan. The Payout Start Date must be 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 basis in the Contract is depleted, all remaining payments will be fully taxable. If the Contract is tax-qualified, generally, all payments will be fully taxable. Taxable payments taken prior to age 59 1/2, may be subject to an additional 10% federal tax penalty.

The 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.

**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.

**INCOME PLAN 3 - GUARANTEED PAYMENTS FOR A SPECIFIED PERIOD (5 YEAR 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. We will deduct the mortality and expense risk charge from the Variable Account assets supporting these 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 is 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.

We may make other Income Plans available.

You must apply at least the Contract Value in the Fixed Account Options on the Payout Start Date to fixed income payments. If you wish to apply any portion of your Fixed Account Option 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 Options to fixed income payments. We will apply

## **20 PROSPECTUS**

---

your Contract Value, adjusted by a 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:

- pay you the Contract Value, adjusted by any 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. We reserve the right to make other assumed investment rates available.

#### **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 such shorter time period required by law. 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 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**

We will pay a death benefit prior to the Payout Start Date on:

- (a) the death of any Contract owner, or
- (b) the death of the Annuitant, if the Contract is owned by a non-living person.

We will pay the death benefit to the new Contract owner as determined immediately after the death. The new Contract owner would be a surviving Contract owner or, if none, the Beneficiary(ies). In the case of a Contract owned by a non-living owner, upon the death of the Annuitant, we will pay the death benefit to the current Contract owner.

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 settlement 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.

A complete request for settlement of the death benefit must include DUE PROOF OF DEATH. We will accept the following documentation as “Due Proof of Death:”

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

## 21 PROSPECTUS

---

---

## **CONTRACTS ISSUED BEFORE MAY 1, 1997**

### **DEATH BENEFIT AMOUNT**

Prior to the Payout Start Date, the death benefit before any Market Value Adjustment is equal to the greater of:

1. the Contract Value as of the date we receive a complete request for settlement of the death benefit, or
2. for each previous DEATH BENEFIT ANNIVERSARY, the Contract Value at that Anniversary; plus any purchase payments made since that anniversary; minus any amounts we paid the Contract Owner (including income tax we withheld from you) since that Anniversary.

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 three Death Benefit Anniversaries. 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. We will adjust the death benefit by any applicable Market Value Adjustment as of the date we determine the death benefit. The death benefit will never be less than the sum of all purchase payments less any amounts previously paid to the Contract Owner (including income tax withholding).

## **CONTRACTS ISSUED ON OR AFTER MAY 1, 1997**

### **DEATH BENEFIT AMOUNT**

Prior to the Payout Start Date, if we receive a complete request for settlement of the death benefit within 180 days of the date of your death, the death benefit is equal to the greatest of:

1. the Contract Value as of the date we receive a complete request for settlement 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 receive a complete request for settlement of the death benefit, or
3. the Contract Value on each Death Benefit Anniversary as defined above prior to the date we receive a complete request for settlement of 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, 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 calculate the Death Benefit Anniversary values until the oldest Contract Owner, or the Annuitant if the Contract Owner is not a living person, attains age 80.

If we do not receive a complete request for settlement of the death benefit within 180 days of the date of death, the death benefit is equal to the greater of:

1. the Contract Value as of the date we determine the death benefit; or
2. the Settlement Value as of the date we determine the death benefit.

We reserve the right to extend the 180-day period on a non-discriminatory basis.

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 Guaranty 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.

#### **ENHANCED DEATH BENEFIT RIDER.**

If the oldest Contract Owner and Annuitant are less than or equal to age 75 as of the date we receive the completed application, the Enhanced Death Benefit Rider is an optional benefit that you may elect.

For Contracts with the Enhanced Death Benefit Rider, the death benefit will be the greatest of (1) through (3) above, or 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. An “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 living person, 80th birthday. The Enhanced Death Benefit Rider will never be greater than the maximum death benefit allowed by any non-forfeiture laws that govern the Contract.

If we do not receive a complete request for settlement of the death benefit within 180 days of the date of death, the Enhanced Death Benefit Rider will not apply and the death benefit is equal to the greater of:



- 
- 
1. the Contract Value as of the date we determine the death benefit; or
  2. the Settlement Value as of the date we determine the death benefit.

**23 PROSPECTUS**

---

---

## DEATH BENEFIT PAYMENTS

### DEATH OF OWNER

1. If your spouse is the sole surviving Contract Owner, or is the sole Beneficiary:
  - a. Your spouse may elect to receive the death benefit in a lump sum; or
  - b. Your spouse may elect to receive the death benefit 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 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 benefit. Unless otherwise instructed by the continuing spouse, the excess, if any, of the death benefit over the Contract Value will be allocated to the Sub-accounts of the Variable Account. This excess will be allocated in proportion to your Contract Value in those Sub-accounts as of the end of the Valuation Date on which we receive the complete request for settlement of the death benefit (the next Valuation Date if we receive the request after 3:00 p.m. Central Time), 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 described under “Death Benefit Amount.”

Only one spousal continuation is allowed under the Contract.

2. If the new Contract Owner is not your spouse but is a living person or if there are multiple living persons new Contract Owners:
  - a. The new Contract Owner may elect to receive the death benefit in a lump sum; or
  - b. The new Contract Owner may elect to receive the death benefit 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. The Contract Value will equal the amount of the death benefit as determined as of the end of the Valuation Date on which we receive a complete request for settlement of the death benefit (the next Valuation Date if we receive the request after 3:00 p.m. Central Time). Unless otherwise instructed by the new Contract Owner, the excess, if any, of the death benefit 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. No additional purchase payments may be added 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.

**24 PROSPECTUS**

- 
- 
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 benefit 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. The Contract Value will equal the amount of the death benefit as determined as of the end of the Valuation Date on which we receive a complete request for settlement of the death benefit (the next Valuation Date if we receive the request after 3:00 p.m. Central Time). Unless otherwise instructed by the new Contract Owner, the excess, if any, of the death benefit 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.

No additional purchase payments may be added 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 the above purposes. 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 benefit 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 benefit 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. The Contract Value will equal the amount of the death benefit as determined as of the end of the Valuation Date on which we receive a complete request for settlement of the death benefit (the next Valuation Date if we receive the request after 3:00 p.m. Central Time). Unless otherwise instructed by the Contract Owner, the excess, if any, of the death benefit 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.

No additional purchase payments may be added 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 benefit are paid.

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

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.

#### **25 PROSPECTUS**

---

We own the assets of the Variable Account. The Variable Account is a segregated asset account under Illinois insurance 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 are available under the Contract. 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 Portfolio 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 on a pro-rata basis to reduce the votes eligible to be cast.

We reserve the right to vote Portfolio shares as we see fit without regard to voting instructions to the extent permitted by law. If we disregard voting instructions, we will include a summary of that action and our reasons for that action in the next semi annual financial report we send to you.

**CHANGES IN PORTFOLIOS.** If the shares of any of the Portfolios are no longer available for investment by the Variable Account or if, in our judgment, further investment in such shares is no longer desirable in view of the purposes of the Contract, we may eliminate that Portfolio and substitute shares of another eligible investment fund. Any substitution of securities will comply with the requirements of the Investment Company Act of 1940. We also may add new Variable Sub-Accounts that invest in additional underlying mutual 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 boards of directors or trustees of these Portfolios monitor 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, a Portfolio's board of directors or 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, Illinois 60062-7154, serves as 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.

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 1/2% of all purchase payments (on a present value basis).

These commissions are intended to cover distribution expenses. Sometimes, we also pay the broker-dealer a persistency bonus in addition to the standard commissions. 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.

## **26 PROSPECTUS**

---

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 quarterly. 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 will make the adjustment as of the date that we receive notice of the potential error.

We also will 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 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.

**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,

**29 PROSPECTUS**

- 
- 
- 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.

### **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;

**30 PROSPECTUS**

- 
- 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:

- 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. 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:

#### **32 PROSPECTUS**

- 
- 
- 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 can also 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).

### 33 PROSPECTUS

APPENDIX A

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT SINCE INCEPTION

BASE POLICY(1)

For the Years Beginning January 1\*  
and Ending December 31,  
(September 30 for 2004)

	1995	1996	1997	1998	1999
<b>AIM V.I. BALANCED-SERIES I/(2)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	—	—
Accumulation Unit Value, End of Period	—	—	—	—	—
Number of Units Outstanding, End of Period	—	—	—	—	—
<b>AIM V.I. CAPITAL APPRECIATION-SERIES I/(3)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	—	\$ 10.00
Accumulation Unit Value, End of Period	—	—	—	—	\$ 14.58
Number of Units Outstanding, End of Period	—	—	—	—	468,136
<b>AIM V.I. CORE EQUITY-SERIES I/(2)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	—	—
Accumulation Unit Value, End of Period	—	—	—	—	—
Number of Units Outstanding, End of Period	—	—	—	—	—
<b>AIM V.I. GROWTH-SERIES I/(2)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	—	—
Accumulation Unit Value, End of Period	—	—	—	—	—
Number of Units Outstanding, End of Period	—	—	—	—	—
<b>AIM V.I. HIGH YIELD-SERIES I/(3)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	—	\$ 10.00
Accumulation Unit Value, End of Period	—	—	—	—	\$ 10.89
Number of Units Outstanding, End of Period	—	—	—	—	76,290
<b>AIM V.I. PREMIER EQUITY-SERIES I/(2)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	—	—
Accumulation Unit Value, End of Period	—	—	—	—	—
Number of Units Outstanding, End of Period	—	—	—	—	—
<b>FEDERATED PRIME MONEY FUND II/(4)/</b>					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.05	\$ 10.42	\$ 10.79	\$ 11.17
Accumulation Unit Value, End of Period	\$ 10.05	\$ 10.42	\$ 10.79	\$ 11.17	\$ 11.54
Number of Units Outstanding, End of Period	132,650	488,506	343,107	483,734	481,530
<b>FIDELITY VIP CONTRAFUND(R) - INITIAL CLASS/(2)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	—	—
Accumulation Unit Value, End of Period	—	—	—	—	—
Number of Units Outstanding, End of Period	—	—	—	—	—
<b>FIDELITY VIP EQUITY-INCOME - INITIAL CLASS/(2)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	—	—
Accumulation Unit Value, End of Period	—	—	—	—	—
Number of Units Outstanding, End of Period	—	—	—	—	—



For the Years Beginning January 1\*  
and Ending December 31,  
(September 30 for 2004)

	1995	1996	1997	1998	1999
<b>FIDELITY VIP GROWTH - INITIAL CLASS/(2)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	—	—
Accumulation Unit Value, End of Period	—	—	—	—	—
Number of Units Outstanding, End of Period	—	—	—	—	—
<b>FIDELITY VIP HIGH INCOME - INITIAL CLASS/(2)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	—	—
Accumulation Unit Value, End of Period	—	—	—	—	—
Number of Units Outstanding, End of Period	—	—	—	—	—
<b>FIDELITY VIP INDEX 500 - INITIAL CLASS/(2)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	—	—
Accumulation Unit Value, End of Period	—	—	—	—	—
Number of Units Outstanding, End of Period	—	—	—	—	—
<b>FIDELITY VIP OVERSEAS - INITIAL CLASS/(2)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	—	—
Accumulation Unit Value, End of Period	—	—	—	—	—
Number of Units Outstanding, End of Period	—	—	—	—	—
<b>FTVIP TEMPLETON BOND - CLASS 2/(3)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	—	\$ 10.00
Accumulation Unit Value, End of Period /(8)/	—	—	—	—	\$ 9.26
Number of Units Outstanding, End of Period /(8)/	—	—	—	—	23,888
<b>FTVIP TEMPLETON GLOBAL INCOME SECURITIES - CLASS 2/(2)/</b>					
Accumulation Unit Value, Beginning of Period /(9)/	—	—	—	—	—
Accumulation Unit Value, End of Period	—	—	—	—	—
Number of Units Outstanding, End of Period	—	—	—	—	—
<b>FTVIP TEMPLETON GROWTH SECURITIES - CLASS 2/(2)/</b>					
Accumulation Unit Value, Beginning of Period/(9)/	—	—	—	—	—
Accumulation Unit Value, End of Period	—	—	—	—	—
Number of Units Outstanding, End of Period	—	—	—	—	—
<b>FTVIP TEMPLETON STOCK - CLASS 2/(3)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	—	\$ 10.00
Accumulation Unit Value, End of Period /(8)/	—	—	—	—	\$ 12.92
Number of Units Outstanding, End of Period /(8)/	—	—	—	—	147,546
<b>MFS EMERGING GROWTH - INITIAL CLASS/(2)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	—	—
Accumulation Unit Value, End of Period	—	—	—	—	—
Number of Units Outstanding, End of Period	—	—	—	—	—
<b>MFS INVESTORS TRUST - INITIAL CLASS/(2)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	—	—
Accumulation Unit Value, End of Period	—	—	—	—	—
Number of Units Outstanding, End of Period	—	—	—	—	—
<b>MFS NEW DISCOVERY - INITIAL CLASS/(7)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	—	—
Accumulation Unit Value, End of Period	—	—	—	—	—
Number of Units Outstanding, End of Period	—	—	—	—	—
<b>MFS RESEARCH - INITIAL CLASS/(2)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	—	—
Accumulation Unit Value, End of Period	—	—	—	—	—

Number of Units Outstanding, End of Period	—	—	—	—	—
<b>MFS UTILITIES - INITIAL CLASS/(7)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	—	—
Accumulation Unit Value, End of Period	—	—	—	—	—
Number of Units Outstanding, End of Period	—	—	—	—	—
<b>OPPENHEIMER AGGRESSIVE GROWTH/(2)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	—	—
Accumulation Unit Value, End of Period	—	—	—	—	—
Number of Units Outstanding, End of Period	—	—	—	—	—
<b>OPPENHEIMER BALANCED/(3)/(10)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	—	\$ 10.00
Accumulation Unit Value, End of Period	—	—	—	—	\$ 11.14
Number of Units Outstanding, End of Period	—	—	—	—	186,352
<b>OPPENHEIMER CAPITAL APPRECIATION/(2)/</b>					

**35 PROSPECTUS**



For the Years Beginning January 1\*  
and Ending December 31,  
(September 30 for 2004)

	1995	1996	1997	1998	1999
Accumulation Unit Value, Beginning of Period	—	—	—	—	—
Accumulation Unit Value, End of Period	—	—	—	—	—
Number of Units Outstanding, End of Period	—	—	—	—	—
OPPENHEIMER GLOBAL SECURITIES/(2)/					
Accumulation Unit Value, Beginning of Period	—	—	—	—	—
Accumulation Unit Value, End of Period	—	—	—	—	—
Number of Units Outstanding, End of Period	—	—	—	—	—
OPPENHEIMER MAIN STREET/(2)/					
Accumulation Unit Value, Beginning of Period	—	—	—	—	—
Accumulation Unit Value, End of Period	—	—	—	—	—
Number of Units Outstanding, End of Period	—	—	—	—	—
OPPENHEIMER STRATEGIC BOND/(3)/					
Accumulation Unit Value, Beginning of Period	—	—	—	—	\$ 10.00
Accumulation Unit Value, End of Period	—	—	—	—	\$ 10.25
Number of Units Outstanding, End of Period	—	—	—	—	73,123
PUTNAM VT DISCOVERY GROWTH - CLASS IB/(7)/					
Accumulation Unit Value, Beginning of Period	—	—	—	—	—
Accumulation Unit Value, End of Period	—	—	—	—	—
Number of Units Outstanding, End of Period	—	—	—	—	—
PUTNAM VT DIVERSIFIED INCOME - CLASS IB/(7)/					
Accumulation Unit Value, Beginning of Period	—	—	—	—	—
Accumulation Unit Value, End of Period	—	—	—	—	—
Number of Units Outstanding, End of Period	—	—	—	—	—
PUTNAM VT GROWTH AND INCOME - CLASS IB/(7)/					
Accumulation Unit Value, Beginning of Period	—	—	—	—	—
Accumulation Unit Value, End of Period	—	—	—	—	—
Number of Units Outstanding, End of Period	—	—	—	—	—
PUTNAM GROWTH OPPORTUNITIES - CLASS IB/(7)/					
Accumulation Unit Value, Beginning of Period	—	—	—	—	—
Accumulation Unit Value, End of Period	—	—	—	—	—
Number of Units Outstanding, End of Period	—	—	—	—	—
PUTNAM VT HEALTH SCIENCES - CLASS IB/(7)/					
Accumulation Unit Value, Beginning of Period	—	—	—	—	—
Accumulation Unit Value, End of Period	—	—	—	—	—
Number of Units Outstanding, End of Period	—	—	—	—	—
PUTNAM VT NEW VALUE - CLASS IB/(7)/					
Accumulation Unit Value, Beginning of Period	—	—	—	—	—
Accumulation Unit Value, End of Period	—	—	—	—	—
Number of Units Outstanding, End of Period	—	—	—	—	—
STI CLASSIC CAPITAL APPRECIATION/(4)/					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.66	\$ 13.01	\$ 17.53	\$ 22.31
Accumulation Unit Value, End of Period	\$ 10.66	\$ 13.01	\$ 17.53	\$ 22.31	\$ 23.93
Number of Units Outstanding, End of Period	103,697	1,680,419	2,788,068	3,048,172	3,298,412
STI CLASSIC GROWTH AND INCOME/(2)/					
Accumulation Unit Value, Beginning of Period	—	—	—	—	—
Accumulation Unit Value, End of Period	—	—	—	—	—
Number of Units Outstanding, End of Period	—	—	—	—	—

## STI CLASSIC INTERNATIONAL EQUITY/(5)/

Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 10.15	\$ 11.69	\$ 12.79
Accumulation Unit Value, End of Period	—	\$ 10.15	\$ 11.69	\$ 12.79	\$ 13.73
Number of Units Outstanding, End of Period	—	97,975	734,702	785,600	681,256

## STI CLASSIC INVESTMENT GRADE BOND/(4)/

Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.33	\$ 10.42	\$ 11.20	\$ 12.09
Accumulation Unit Value, End of Period	\$ 10.33	\$ 10.42	\$ 11.20	\$ 12.09	\$ 11.72
Number of Units Outstanding, End of Period	40,503	506,887	685,967	974,155	996,889

## STI CLASSIC MID-CAP EQUITY/(4)/

Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.28	\$ 11.77	\$ 14.20	\$ 15.03
Accumulation Unit Value, End of Period	\$ 10.28	\$ 11.77	\$ 14.20	\$ 15.03	\$ 16.88
Number of Units Outstanding, End of Period	80,549	959,682	1,354,069	1,398,523	1,236,668

## STI CLASSIC SMALL CAP VALUE EQUITY/(6)/

Accumulation Unit Value, Beginning of Period	—	—	\$ 10.00	\$ 9.76	\$ 8.46
--	---	---	----------	---------	---------

---

---

For the Years Beginning January 1\*  
and Ending December 31,  
(September 30 for 2004)

	1995	1996	1997	1998	1999
Accumulation Unit Value, End of Period	—	—	\$ 9.76	\$ 8.46	\$ 7.95
Number of Units Outstanding, End of Period	—	—	111,688	339,380	330,184
<b>STI CLASSIC VALUE INCOME STOCK/(4)/</b>					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.69	\$ 12.51	\$ 15.66	\$ 16.95
Accumulation Unit Value, End of Period	\$ 10.69	\$ 12.51	\$ 15.66	\$ 16.95	\$ 16.22
Number of Units Outstanding, End of Period	124,596	2,238,993	3,718,933	3,867,770	3,911,784
<b>AIM V.I. BALANCED-SERIES I/(2)/</b>					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 9.63	\$ 8.412	\$ 6.880	\$ 7.898
Accumulation Unit Value, End of Period	\$ 9.63	\$ 8.412	\$ 6.880	\$ 7.898	\$ 7.858
Number of Units Outstanding, End of Period	62,875	49,132	49,060	56,077	56,511
<b>AIM V.I. CAPITAL APPRECIATION-SERIES I/(3)/</b>					
Accumulation Unit Value, Beginning of Period	\$ 14.58	\$ 12.82	\$ 9.70	\$ 7.240	\$ 9.251
Accumulation Unit Value, End of Period	\$ 12.82	\$ 9.70	\$ 7.240	\$ 9.251	\$ 8.874
Number of Units Outstanding, End of Period	1,230,860	996,618	686,388	531,751	404,936
<b>AIM V.I. CORE EQUITY-SERIES I/(2)/</b>					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 8.32	\$ 6.335	\$ 5.276	\$ 6.477
Accumulation Unit Value, End of Period	\$ 8.32	\$ 6.335	\$ 5.276	\$ 6.477	\$ 6.501
Number of Units Outstanding, End of Period	175,864	153,369	117,482	109,072	94,750
<b>AIM V.I. GROWTH-SERIES I/(2)/</b>					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 7.44	\$ 4.853	\$ 3.305	\$ 4.279
Accumulation Unit Value, End of Period	\$ 7.44	\$ 4.853	\$ 3.305	\$ 4.279	\$ 4.145
Number of Units Outstanding, End of Period	140,188	118,052	73,521	66,852	47,726
<b>AIM V.I. HIGH YIELD-SERIES I/(3)/</b>					
Accumulation Unit Value, Beginning of Period	\$ 10.89	\$ 8.70	\$ 8.153	\$ 7.574	\$ 9.567
Accumulation Unit Value, End of Period	\$ 8.70	\$ 8.153	\$ 7.574	\$ 9.567	\$ 10.058
Number of Units Outstanding, End of Period	83,527	71,056	57,048	53,370	41,453
<b>AIM V.I. PREMIER EQUITY-SERIES I/(2)/</b>					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 8.04	\$ 6.934	\$ 4.771	\$ 5.887
Accumulation Unit Value, End of Period	\$ 8.04	\$ 6.934	\$ 4.771	\$ 5.887	\$ 5.681
Number of Units Outstanding, End of Period	457,479	420,469	329,454	246,261	175,377
<b>FEDERATED PRIME MONEY FUND II/(4)/</b>					
Accumulation Unit Value, Beginning of Period	\$ 11.54	\$ 12.07	\$ 12.354	\$ 12.360	\$ 12.277
Accumulation Unit Value, End of Period	\$ 12.07	\$ 12.354	\$ 12.360	\$ 12.277	\$ 12.211
Number of Units Outstanding, End of Period	358,725	479,698	581,948	301,855	217,728
<b>FIDELITY VIP CONTRAFUND(R) - INITIAL CLASS/(2)/</b>					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 9.40	\$ 8.137	\$ 7.277	\$ 9.223
Accumulation Unit Value, End of Period	\$ 9.40	\$ 8.137	\$ 7.277	\$ 9.223	\$ 9.656
Number of Units Outstanding, End of Period	129,181	104,334	79,273	57,472	49,874
<b>FIDELITY VIP EQUITY-INCOME - INITIAL CLASS/(2)/</b>					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.86	\$ 10.186	\$ 8.346	\$ 10.732
Accumulation Unit Value, End of Period	\$ 10.86	\$ 10.186	\$ 8.346	\$ 10.732	\$ 10.845
Number of Units Outstanding, End of Period	19,864	50,669	66,679	81,708	72,257
<b>FIDELITY VIP GROWTH - INITIAL CLASS/(2)/</b>					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 8.67	\$ 7.042	\$ 4.856	\$ 6.365
Accumulation Unit Value, End of Period	\$ 8.67	\$ 7.042	\$ 4.856	\$ 6.365	\$ 6.005
Number of Units Outstanding, End of Period	296,742	233,288	181,225	134,296	111,153

For the Years Beginning January 1\*  
and Ending December 31,  
(September 30 for 2004)

	2000	2001	2002	2003	2004
<b>FIDELITY VIP HIGH INCOME - INITIAL CLASS/(2)/</b>					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 8.07	\$ 7.023	\$ 7.168	\$ 9.000
Accumulation Unit Value, End of Period	\$ 8.07	\$ 7.023	\$ 7.168	\$ 9.000	\$ 9.332
Number of Units Outstanding, End of Period	15,164	12,392	11,722	14,137	21,016
<b>FIDELITY VIP INDEX 500 - INITIAL CLASS/(2)/</b>					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 8.99	\$ 7.798	\$ 5.982	\$ 7.578
Accumulation Unit Value, End of Period	\$ 8.99	\$ 7.798	\$ 5.982	\$ 7.578	\$ 7.603
Number of Units Outstanding, End of Period	282,105	257,109	215,725	199,732	230,231
<b>FIDELITY VIP OVERSEAS - INITIAL CLASS/(2)/</b>					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 8.61	\$ 6.698	\$ 5.268	\$ 7.452
Accumulation Unit Value, End of Period	\$ 8.61	\$ 6.698	\$ 5.268	\$ 7.452	\$ 7.335
Number of Units Outstanding, End of Period	68,280	61,716	27,435	30,484	25,638
<b>FTVIP TEMPLETON BOND - CLASS 2/(3)/</b>					
Accumulation Unit Value, Beginning of Period	\$ 9.26	—	—	—	—
Accumulation Unit Value, End of Period /(8)/	\$ 9.07	—	—	—	—
Number of Units Outstanding, End of Period /(8)/	—	—	—	—	—
<b>FTVIP TEMPLETON GLOBAL INCOME SECURITIES - CLASS 2/(2)/</b>					
Accumulation Unit Value, Beginning of Period /(9)/	\$ 10.00	\$ 11.38	\$ 11.474	\$ 13.715	\$ 16.567
Accumulation Unit Value, End of Period	\$ 11.38	\$ 11.474	\$ 13.715	\$ 16.567	\$ 17.072
Number of Units Outstanding, End of Period	25,703	24,475	26,683	28,298	33,458
<b>FTVIP TEMPLETON GROWTH SECURITIES - CLASS 2/(2)/</b>					
Accumulation Unit Value, Beginning of Period/(9)/	\$ 10.00	\$ 13.58	\$ 13.218	\$ 10.629	\$ 13.857
Accumulation Unit Value, End of Period	\$ 13.58	\$ 13.218	\$ 10.629	\$ 13.857	\$ 14.303
Number of Units Outstanding, End of Period	336,766	237,738	172,904	141,292	123,018
<b>FTVIP TEMPLETON STOCK - CLASS 2/(3)/</b>					
Accumulation Unit Value, Beginning of Period	\$ 12.92	—	—	—	—
Accumulation Unit Value, End of Period /(8)/	\$ 12.97	—	—	—	—
Number of Units Outstanding, End of Period /(8)/	—	—	—	—	—
<b>MFS EMERGING GROWTH - INITIAL CLASS/(2)/</b>					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 8.19	\$ 5.376	\$ 3.513	\$ 4.514
Accumulation Unit Value, End of Period	\$ 8.19	\$ 5.376	\$ 3.513	\$ 4.514	\$ 4.420
Number of Units Outstanding, End of Period	173,584	145,743	101,706	90,362	54,144
<b>MFS INVESTORS TRUST - INITIAL CLASS/(2)/</b>					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 9.86	\$ 8.176	\$ 6.376	\$ 7.684
Accumulation Unit Value, End of Period	\$ 9.86	\$ 8.176	\$ 6.376	\$ 7.684	\$ 7.656
Number of Units Outstanding, End of Period	20,415	15,960	14,293	11,230	9,297
<b>MFS NEW DISCOVERY - INITIAL CLASS/(7)/</b>					
Accumulation Unit Value, Beginning of Period	—	\$ 10.000	\$ 10.645	\$ 7.180	\$ 9.472
Accumulation Unit Value, End of Period	—	\$ 10.645	\$ 7.180	\$ 9.472	\$ 8.739
Number of Units Outstanding, End of Period	—	82	2,498	2,998	3,038
<b>MFS RESEARCH - INITIAL CLASS/(2)/</b>					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 9.01	\$ 6.999	\$ 5.210	\$ 6.411
Accumulation Unit Value, End of Period	\$ 9.01	\$ 6.999	\$ 5.210	\$ 6.411	\$ 6.511
Number of Units Outstanding, End of Period	47,248	62,169	36,362	32,439	19,446
<b>MFS UTILITIES - INITIAL CLASS/(7)/</b>					

Accumulation Unit Value, Beginning of Period	—	\$ 10.00	\$ 9.120	\$ 6.950	\$ 9.318
Accumulation Unit Value, End of Period	—	\$ 9.120	\$ 6.950	\$ 9.318	\$ 10.401
Number of Units Outstanding, End of Period	—	1,122	2,342	4,932	6,363
<b>OPPENHEIMER AGGRESSIVE GROWTH/(2)/</b>					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 8.21	\$ 5.566	\$ 3.965	\$ 4.913
Accumulation Unit Value, End of Period	\$ 8.21	\$ 5.566	\$ 3.965	\$ 4.913	\$ 5.179
Number of Units Outstanding, End of Period	93,883	78,813	55,614	47,070	44,661
<b>OPPENHEIMER BALANCED/(3)/(10)/</b>					
Accumulation Unit Value, Beginning of Period	\$ 11.14	\$ 11.70	\$ 11.797	\$ 10.428	\$ 12.857
Accumulation Unit Value, End of Period	\$ 11.70	\$ 11.797	\$ 10.428	\$ 12.857	\$ 12.995
Number of Units Outstanding, End of Period	395,411	362,364	307,412	266,680	231,055
<b>OPPENHEIMER CAPITAL APPRECIATION/(2)/</b>					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 9.13	\$ 7.876	\$ 5.683	\$ 7.342
Accumulation Unit Value, End of Period	\$ 9.13	\$ 7.876	\$ 5.683	\$ 7.342	\$ 7.157
Number of Units Outstanding, End of Period	110,703	93,537	80,905	77,728	87,115
<b>OPPENHEIMER GLOBAL SECURITIES/(2)/</b>					

### 38 PROSPECTUS

For the Years Beginning January 1\*  
and Ending December 31,  
(September 30 for 2004)

	2000	2001	2002	2003	2004
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 9.69	\$ 8.405	\$ 6.457	\$ 9.111
Accumulation Unit Value, End of Period	\$ 9.69	\$ 8.405	\$ 6.457	\$ 9.111	\$ 9.244
Number of Units Outstanding, End of Period	108,051	112,055	86,141	72,269	54,580
<b>OPPENHEIMER MAIN STREET/(2)/</b>					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 9.01	\$ 7.986	\$ 6.398	\$ 7.999
Accumulation Unit Value, End of Period	\$ 9.01	\$ 7.986	\$ 6.398	\$ 7.999	\$ 7.965
Number of Units Outstanding, End of Period	250,805	269,657	185,604	170,754	127,086
<b>OPPENHEIMER STRATEGIC BOND/(3)/</b>					
Accumulation Unit Value, Beginning of Period	\$ 10.25	\$ 10.38	\$ 10.736	\$ 11.381	\$ 13.257
Accumulation Unit Value, End of Period	\$ 10.38	\$ 10.736	\$ 11.381	\$ 13.257	\$ 13.605
Number of Units Outstanding, End of Period	131,969	115,937	133,485	113,706	90,599
<b>PUTNAM VT DISCOVERY GROWTH - CLASS IB/(7)/</b>					
Accumulation Unit Value, Beginning of Period	—	\$ 10.000	\$ 10.138	\$ 7.044	\$ 9.173
Accumulation Unit Value, End of Period	—	\$ 10.138	\$ 7.044	\$ 9.173	\$ 8.648
Number of Units Outstanding, End of Period	—	—	—	—	—
<b>PUTNAM VT DIVERSIFIED INCOME - CLASS IB/(7)/</b>					
Accumulation Unit Value, Beginning of Period	—	\$ 10.000	\$ 9.964	\$ 10.307	\$ 12.207
Accumulation Unit Value, End of Period	—	\$ 9.964	\$ 10.307	\$ 12.207	\$ 12.722
Number of Units Outstanding, End of Period	—	—	576	576	6,026
<b>PUTNAM VT GROWTH AND INCOME - CLASS IB/(7)/</b>					
Accumulation Unit Value, Beginning of Period	—	\$ 10.000	\$ 9.904	\$ 7.916	\$ 9.948
Accumulation Unit Value, End of Period	—	\$ 9.904	\$ 7.916	\$ 9.948	\$ 10.056
Number of Units Outstanding, End of Period	—	—	1,117	2,419	1,794
<b>PUTNAM GROWTH OPPORTUNITIES - CLASS IB/(7)/</b>					
Accumulation Unit Value, Beginning of Period	—	\$ 10.000	\$ 9,796	\$ 7,058	\$ 8,569
Accumulation Unit Value, End of Period	—	\$ 9,796	\$ 7,058	\$ 8,569	\$ 8,002
Number of Units Outstanding, End of Period	—	700	167	167	225
<b>PUTNAM VT HEALTH SCIENCES - CLASS IB/(7)/</b>					
Accumulation Unit Value, Beginning of Period	—	\$ 10.000	\$ 9.796	\$ 7.698	\$ 8.992
Accumulation Unit Value, End of Period	—	\$ 9.796	\$ 7.698	\$ 8.992	\$ 8.804
Number of Units Outstanding, End of Period	—	—	3,487	3,813	792
<b>PUTNAM VT NEW VALUE - CLASS IB/(7)/</b>					
Accumulation Unit Value, Beginning of Period	—	\$ 10.000	\$ 10.121	\$ 8.427	\$ 11.014

Accumulation Unit Value, End of Period	—	\$ 10.121	\$ 8.427	\$ 11.014	\$ 11.429
Number of Units Outstanding, End of Period	—	—	6,680	871	801
STI CLASSIC CAPITAL APPRECIATION/(4)/					
Accumulation Unit Value, Beginning of Period	\$ 23.93	\$ 24.34	\$ 22.726	\$ 17.513	\$ 20.466
Accumulation Unit Value, End of Period	\$ 24.34	\$ 22.726	\$ 17.513	\$ 20.466	\$ 20.024
Number of Units Outstanding, End of Period	2,508,651	2,235,751	1,733,694	1,330,217	1,045,305
STI CLASSIC GROWTH AND INCOME/(2)/					
Accumulation Unit Value, Beginning of Period	\$ 10.00	\$ 10.13	\$ 9.437	\$ 7.393	\$ 9.227
Accumulation Unit Value, End of Period	\$ 10.13	\$ 9.437	\$ 7.393	\$ 9.227	\$ 9.494
Number of Units Outstanding, End of Period	23,535	48,707	48,018	52,500	58,245
STI CLASSIC INTERNATIONAL EQUITY/(5)/					
Accumulation Unit Value, Beginning of Period	\$ 13.73	\$ 13.08	\$ 10.660	\$ 8.562	\$ 11.599
Accumulation Unit Value, End of Period	\$ 13.08	\$ 10.660	\$ 8.562	\$ 11.599	\$ 11.982
Number of Units Outstanding, End of Period	453,806	382,587	319,391	269,785	205,373
STI CLASSIC INVESTMENT GRADE BOND/(4)/					
Accumulation Unit Value, Beginning of Period	\$ 11.72	\$ 12.30	\$ 13.251	\$ 14.041	\$ 14.340
Accumulation Unit Value, End of Period	\$ 12.30	\$ 13.251	\$ 14.041	\$ 14.340	\$ 14.612
Number of Units Outstanding, End of Period	731,489	679,613	633,092	484,969	352,193
STI CLASSIC MID-CAP EQUITY/(4)/					
Accumulation Unit Value, Beginning of Period	\$ 16.88	\$ 16.17	\$ 16.386	\$ 11.566	\$ 14.804

---

---

**39 PROSPECTUS**



For the Years Beginning January 1\*  
and Ending December 31,  
(September 30 for 2004)

	2000	2001	2002	2003	2004
Accumulation Unit Value, End of Period	\$ 16.17	\$ 16.386	\$ 11.566	\$ 14.804	\$ 15.174
Number of Units Outstanding, End of Period	974,068	869,756	696,867	523,466	395,232
<b>STI CLASSIC SMALL CAP VALUE EQUITY/(6)/</b>					
Accumulation Unit Value, Beginning of Period	\$ 7.95	\$ 9.13	\$ 10.941	\$ 10.665	\$ 14.566
Accumulation Unit Value, End of Period	\$ 9.13	\$ 10.941	\$ 10.665	\$ 14.566	\$ 15.781
Number of Units Outstanding, End of Period	256,009	254,243	264,163	223,379	182,189
<b>STI CLASSIC VALUE INCOME STOCK/(4)/</b>					
Accumulation Unit Value, Beginning of Period	\$ 16.22	\$ 17.68	\$ 17.240	\$ 14.119	\$ 17.151
Accumulation Unit Value, End of Period	\$ 17.68	\$ 17.240	\$ 14.119	\$ 17.151	\$ 18.019
Number of Units Outstanding, End of Period	2,427,230	2,159,700	1,766,255	1,361,836	1,060,943

\* Unless otherwise indicated

- (1) 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%.
- (2) Variable Sub-Accounts that commenced operations on April 27, 2000.
- (3) Variable Sub-Accounts that commenced operations on January 14, 1999.
- (4) Variable Sub-Account that commenced operations on October 2, 1995.
- (5) Variable Sub-Accounts that commenced operations on November 7, 1996.
- (6) Variable Sub-Accounts that commenced operations on October 21, 1997.
- (7) Variable Sub-Accounts that commenced operations on August 30, 2001.
- (8) End of period May 1, 2000.
- (9) Beginning of period May 1, 2000.
- (10) Effective May 1, 2004, the Oppenheimer Multiple Strategies Fund/VA changed its name to the Oppenheimer Balanced Fund/VA. We have made a corresponding change in the name of the Variable Sub-Account that invests in that Portfolio.

**ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT SINCE INCEPTION**

**BASE POLICY PLUS**

**ENHANCED DEATH BENEFIT RIDER(1)**

For the Years Beginning January 1\*  
and Ending December 31,  
(September 30 for 2004)

	1997	1998	1999	2000	2001
<b>AIM V.I. BALANCED-SERIES I/(2)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	\$ 10.00	\$ 9.62
Accumulation Unit Value, End of Period	—	—	—	\$ 9.62	\$ 8.398
Number of Units Outstanding, End of Period	—	—	—	47,107	49,240
<b>AIM V.I. CAPITAL APPRECIATION-SERIES I/(3)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	\$ 10.00	\$ 14.57	\$ 12.79
Accumulation Unit Value, End of Period	—	—	\$ 14.57	\$ 12.79	\$ 9.672
Number of Units Outstanding, End of Period	—	—	592,699	1,177,017	968,618
<b>AIM V.I. CORE EQUITY-SERIES I/(/2)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	\$ 10.00	\$ 8.32
Accumulation Unit Value, End of Period	—	—	—	\$ 8.32	\$ 6.325
Number of Units Outstanding, End of Period	—	—	—	99,646	90,807
<b>AIM V.I. GROWTH-SERIES I/(2)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	\$ 10.00	\$ 7.44
Accumulation Unit Value, End of Period	—	—	—	\$ 7.44	\$ 4.845
Number of Units Outstanding, End of Period	—	—	—	101,927	83,950
<b>AIM V.I. HIGH YIELD-SERIES I/(3)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	\$ 10.00	\$ 10.87	\$ 8.68
Accumulation Unit Value, End of Period	—	—	\$ 10.87	8.68	\$ 8.129
Number of Units Outstanding, End of Period	—	—	115,113	105,396	83,541
<b>AIM V.I. PREMIER EQUITY-SERIES I/(2)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	\$ 10.00	\$ 8.03
Accumulation Unit Value, End of Period	—	—	—	\$ 8.03	\$ 6.922
Number of Units Outstanding, End of Period	—	—	—	391,975	307,118
<b>FEDERATED PRIME MONEY FUND II/(4)/</b>					
Accumulation Unit Value, Beginning of Period	\$ 10.43	\$ 10.78	\$ 11.15	\$ 11.51	\$ 12.03
Accumulation Unit Value, End of Period	\$ 10.78	\$ 11.15	\$ 11.51	\$ 12.03	\$ 12.297
Number of Units Outstanding, End of Period	240,430	266,876	268,039	284,797	496,709
<b>FIDELITY VIP CONTRAFUND(R) - INITIAL CLASS/(2)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	\$ 10.00	\$ 9.40
Accumulation Unit Value, End of Period	—	—	—	\$ 9.40	\$ 8.137
Number of Units Outstanding, End of Period	—	—	—	116,742	120,063
<b>FIDELITY VIP EQUITY-INCOME - INITIAL CLASS/(2)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	\$ 10.00	\$ 8.67
Accumulation Unit Value, End of Period	—	—	—	\$ 8.67	\$ 10.169
Number of Units Outstanding, End of Period	—	—	—	298,717	63,333
<b>FIDELITY VIP GROWTH - INITIAL CLASS/(2)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	\$ 10.00	\$ 8.06
Accumulation Unit Value, End of Period	—	—	—	\$ 8.06	\$ 7.042

Number of Units Outstanding, End of Period	—	—	—	8,615	220,292
<b>FIDELITY VIP HIGH INCOME - INITIAL CLASS/(2)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	\$ 10.00	\$ 8.61
Accumulation Unit Value, End of Period	—	—	—	\$ 8.61	\$ 7.012
Number of Units Outstanding, End of Period	—	—	—	42,836	23,979
<b>FIDELITY VIP INDEX 500 - INITIAL CLASS/(2)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	\$ 10.00	\$ 9.40
Accumulation Unit Value, End of Period	—	—	—	\$ 9.40	\$ 7.798
Number of Units Outstanding, End of Period	—	—	—	116,742	220,428
<b>FIDELITY VIP OVERSEAS - INITIAL CLASS/(2)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	\$ 10.00	\$ 8.61
Accumulation Unit Value, End of Period	—	—	—	\$ 8.61	\$ 6.698
Number of Units Outstanding, End of Period	—	—	—	42,836	39,992

#### 41 PROSPECTUS

For the Years Beginning January 1\*  
and Ending December 31,  
(September 30 for 2004)

	1997	1998	1999	2000	2001
<b>FTVIP TEMPLETON BOND - CLASS 2/(3)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	\$ 10.00	\$ 9.25	—
Accumulation Unit Value, End of Period /(8)/	—	—	\$ 9.25	\$ 9.06	—
Number of Units Outstanding, End of Period /(8)/	—	—	23,888	—	—
<b>FTVIP TEMPLETON GLOBAL INCOME SECURITIES - CLASS 2/(2)/</b>					
Accumulation Unit Value, Beginning of Period /(9)/	—	—	—	\$ 10.00	\$ 11.37
Accumulation Unit Value, End of Period	—	—	—	\$ 11.37	\$ 11.455
Number of Units Outstanding, End of Period	—	—	—	22,202	18,984
<b>FTVIP TEMPLETON GROWTH SECURITIES - CLASS 2/(2)/</b>					
Accumulation Unit Value, Beginning of Period/(9)/	—	—	—	\$ 10.00	\$ 13.57
Accumulation Unit Value, End of Period	—	—	—	\$ 13.57	\$ 13.196
Number of Units Outstanding, End of Period	—	—	—	370,743	290,701
<b>FTVIP TEMPLETON STOCK - CLASS 2/(3)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	\$ 10.00	\$ 12.91	—
Accumulation Unit Value, End of Period /(8)/	—	—	\$ 12.91	\$ 12.95	—
Number of Units Outstanding, End of Period /(8)/	—	—	190,464	—	—
<b>MFS EMERGING GROWTH - INITIAL CLASS/(2)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	\$ 10.00	\$ 8.19
Accumulation Unit Value, End of Period	—	—	—	\$ 8.19	\$ 5.367
Number of Units Outstanding, End of Period	—	—	—	180,090	143,998
<b>MFS INVESTORS TRUST - INITIAL CLASS/(2)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	\$ 10.00	\$ 9.86
Accumulation Unit Value, End of Period	—	—	—	\$ 9.86	\$ 8.164
Number of Units Outstanding, End of Period	—	—	—	31,236	28,414
<b>MFS NEW DISCOVERY - INITIAL CLASS/(7)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	—	\$ 10.000
Accumulation Unit Value, End of Period	—	—	—	—	\$ 10.641
Number of Units Outstanding, End of Period	—	—	—	—	—
<b>MFS RESEARCH - INITIAL CLASS/(2)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	\$ 10.00	\$ 9.00
Accumulation Unit Value, End of Period	—	—	—	\$ 9.00	\$ 6.987
Number of Units Outstanding, End of Period	—	—	—	83,109	74,997
<b>MFS UTILITIES - INITIAL CLASS/(7)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	—	\$ 10.000
Accumulation Unit Value, End of Period	—	—	—	—	\$ 9.117

Number of Units Outstanding, End of Period	—	—	—	—	—
<b>OPPENHEIMER AGGRESSIVE GROWTH/(2)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	\$ 10.00	\$ 8.20
Accumulation Unit Value, End of Period	—	—	—	\$ 8.20	\$ 5.557
Number of Units Outstanding, End of Period	—	—	—	111,564	103,565
<b>OPPENHEIMER BALANCED/(3)/(10)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	\$ 10.00	\$ 11.13	\$ 11.68
Accumulation Unit Value, End of Period	—	—	\$ 11.13	\$ 11.68	\$ 11.763
Number of Units Outstanding, End of Period	—	—	180,771	305,016	277,398
<b>OPPENHEIMER CAPITAL APPRECIATION/(2)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	\$ 10.00	\$ 9.13
Accumulation Unit Value, End of Period	—	—	—	\$ 9.13	\$ 7.863
Number of Units Outstanding, End of Period	—	—	—	115,644	112,220
<b>OPPENHEIMER GLOBAL SECURITIES/(2)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	\$ 10.00	\$ 9.68
Accumulation Unit Value, End of Period	—	—	—	\$ 9.68	\$ 8.391
Number of Units Outstanding, End of Period	—	—	—	119,614	121,589

## 42 PROSPECTUS

For the Years Beginning January 1\*  
and Ending December 31,  
(September 30 for 2004)

	1997	1998	1999	2000	2001
<b>OPPENHEIMER MAIN STREET/(2)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	\$ 10.00	\$ 9.01
Accumulation Unit Value, End of Period	—	—	—	\$ 9.01	\$ 7.973
Number of Units Outstanding, End of Period	—	—	—	232,475	225,807
<b>OPPENHEIMER STRATEGIC BOND/(3)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	\$ 10.00	\$ 10.24	\$ 10.36
Accumulation Unit Value, End of Period	—	—	\$ 10.24	\$ 10.36	\$ 10.704
Number of Units Outstanding, End of Period	—	—	98,211	100,515	101,021
<b>PUTNAM VT DISCOVERY GROWTH - CLASS IB/(7)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	—	\$ 10.000
Accumulation Unit Value, End of Period	—	—	—	—	\$ 10.135
Number of Units Outstanding, End of Period	—	—	—	—	—
<b>PUTNAM VT DIVERSIFIED INCOME - CLASS IB/(7)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	—	\$ 10.000
Accumulation Unit Value, End of Period	—	—	—	—	\$ 9.861
Number of Units Outstanding, End of Period	—	—	—	—	—
<b>PUTNAM VT GROWTH AND INCOME - CLASS IB/(7)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	—	\$ 10.000
Accumulation Unit Value, End of Period	—	—	—	—	\$ 9.901
Number of Units Outstanding, End of Period	—	—	—	—	1,194
<b>PUTNAM GROWTH OPPORTUNITIES - CLASS IB/(7)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	—	\$ 10.000
Accumulation Unit Value, End of Period	—	—	—	—	\$ 10.143
Number of Units Outstanding, End of Period	—	—	—	—	—
<b>PUTNAM VT HEALTH SCIENCES - CLASS IB/(7)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	—	\$ 10.000
Accumulation Unit Value, End of Period	—	—	—	—	\$ 9.792
Number of Units Outstanding, End of Period	—	—	—	—	—
<b>PUTNAM VT NEW VALUE - CLASS IB/(7)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	—	\$ 10.000
Accumulation Unit Value, End of Period	—	—	—	—	\$ 10.117
Number of Units Outstanding, End of Period	—	—	—	—	—
<b>STI CLASSIC CAPITAL APPRECIATION/(4)/</b>					
Accumulation Unit Value, Beginning of Period	\$ 13.01	\$ 17.52	\$ 22.27	\$ 23.87	\$ 24.25
Accumulation Unit Value, End of Period	\$ 17.52	\$ 22.27	\$ 23.87	\$ 24.25	\$ 22.620
Number of Units Outstanding, End of Period	740,261	1,683,922	2,274,389	1,623,697	1,447,966
<b>STI CLASSIC GROWTH AND INCOME/(2)/</b>					
Accumulation Unit Value, Beginning of Period	—	—	—	\$ 10.00	\$ 10.12
Accumulation Unit Value, End of Period	—	—	—	\$ 10.12	\$ 9.422
Number of Units Outstanding, End of Period	—	—	—	54,035	62,398
<b>STI CLASSIC INTERNATIONAL EQUITY/(5)/</b>					
Accumulation Unit Value, Beginning of Period	\$ 10.15	\$ 11.69	\$ 12.76	\$ 13.69	\$ 13.03
Accumulation Unit Value, End of Period	\$ 11.69	\$ 12.76	\$ 13.69	\$ 13.03	\$ 10.610
Number of Units Outstanding, End of Period	449,232	694,787	650,400	449,680	390,163

STI CLASSIC INVESTMENT GRADE BOND/(4)/										
Accumulation Unit Value, Beginning of Period	\$	10.43	\$	11.19	\$	12.07	\$	11.69	\$	12.26
Accumulation Unit Value, End of Period	\$	11.19	\$	12.07	\$	11.69	\$	12.26	\$	13.189
Number of Units Outstanding, End of Period		187,763		604,179		847,001		612,043		593,732
STI CLASSIC MID-CAP EQUITY/(4)/										
Accumulation Unit Value, Beginning of Period	\$	11.77	\$	14.19	\$	15.01	\$	16.84	\$	16.11
Accumulation Unit Value, End of Period	\$	14.19	\$	15.01	\$	16.84	\$	16.11	\$	16.310
Number of Units Outstanding, End of Period		329,138		671,132		584,235		474,428		419,051
STI CLASSIC SMALL CAP VALUE EQUITY/(6)/										
Accumulation Unit Value, Beginning of Period	\$	10.00	\$	9.76	\$	8.45	\$	7.93	\$	9.10
Accumulation Unit Value, End of Period	\$	9.76	\$	8.45	\$	7.93	\$	9.10	\$	10.894
Number of Units Outstanding, End of Period		161,267		706,858		545,289		350,147		310,696

---

---

**43 PROSPECTUS**

---

---

For the Years Beginning January 1\*  
and Ending December 31,  
(September 30 for 2004)

	1997	1998	1999	2000	2001
<b>STI CLASSIC VALUE INCOME STOCK/(4)/</b>					
Accumulation Unit Value, Beginning of Period	\$ 12.52	\$ 15.65	\$ 16.90	\$ 16.18	\$ 17.61
Accumulation Unit Value, End of Period	\$ 15.65	\$ 16.90	\$ 16.18	\$ 17.61	\$ 17.159
Number of Units Outstanding, End of Period	923,837	1,961,704	2,345,908	1,338,854	1,207,310



For the Years Beginning January 1\*  
and Ending December 31,  
(September 30 for 2004)

	2002	2003	2004
<b>AIM V.I. BALANCED-SERIES I/(2)/</b>			
Accumulation Unit Value, Beginning of Period	\$ 8.398	\$ 6.861	\$ 7.869
Accumulation Unit Value, End of Period	\$ 6.861	\$ 7.869	\$ 7.823
Number of Units Outstanding, End of Period	53,692	47,794	45,785
<b>AIM V.I. CAPITAL APPRECIATION-SERIES I/(3)/</b>			
Accumulation Unit Value, Beginning of Period	\$ 9.672	\$ 7.211	\$ 9.205
Accumulation Unit Value, End of Period	\$ 7.211	\$ 9.205	\$ 8.823
Number of Units Outstanding, End of Period	802,796	694,210	584,028
<b>AIM V.I. CORE EQUITY-SERIES I/(2)/</b>			
Accumulation Unit Value, Beginning of Period	\$ 6.325	\$ 5.262	\$ 6.453
Accumulation Unit Value, End of Period	\$ 5.262	\$ 6.453	\$ 6.472
Number of Units Outstanding, End of Period	81,215	55,434	51,341
<b>AIM V.I. GROWTH-SERIES I/(2)/</b>			
Accumulation Unit Value, Beginning of Period	\$ 4.845	\$ 3.296	\$ 4.264
Accumulation Unit Value, End of Period	\$ 3.296	\$ 4.264	\$ 4.127
Number of Units Outstanding, End of Period	65,366	45,883	40,626
<b>AIM V.I. HIGH YIELD-SERIES I/(3)/</b>			
Accumulation Unit Value, Beginning of Period	\$ 8.129	\$ 7.544	\$ 9.520
Accumulation Unit Value, End of Period	\$ 7.544	\$ 9.520	\$ 10.001
Number of Units Outstanding, End of Period	66,195	64,844	60,905
<b>AIM V.I. PREMIER EQUITY-SERIES I/(2)/</b>			
Accumulation Unit Value, Beginning of Period	\$ 6.922	\$ 4.758	\$ 5.865
Accumulation Unit Value, End of Period	\$ 4.758	\$ 5.865	\$ 5.656
Number of Units Outstanding, End of Period	246,068	223,766	196,915
<b>FEDERATED PRIME MONEY FUND II/(4)/</b>			
Accumulation Unit Value, Beginning of Period	\$ 12.297	\$ 12.290	\$ 12.196
Accumulation Unit Value, End of Period	\$ 12.290	\$ 12.196	\$ 12.121
Number of Units Outstanding, End of Period	395,187	215,048	142,538
<b>FIDELITY VIP CONTRAFUND(R) - INITIAL CLASS/(2)/</b>			
Accumulation Unit Value, Beginning of Period	\$ 8.137	\$ 7.277	\$ 9.218
Accumulation Unit Value, End of Period	\$ 7.277	\$ 9.218	\$ 9.643
Number of Units Outstanding, End of Period	93,859	98,381	66,802
<b>FIDELITY VIP EQUITY-INCOME - INITIAL CLASS/(2)/</b>			
Accumulation Unit Value, Beginning of Period	\$ 10.169	\$ 8.324	\$ 10.692
Accumulation Unit Value, End of Period	\$ 8.324	\$ 10.692	\$ 10.797
Number of Units Outstanding, End of Period	58,033	49,769	39,229
<b>FIDELITY VIP GROWTH - INITIAL CLASS/(2)/</b>			
Accumulation Unit Value, Beginning of Period	\$ 7.042	\$ 4.856	\$ 6.361
Accumulation Unit Value, End of Period	\$ 4.856	\$ 6.361	\$ 5.997
Number of Units Outstanding, End of Period	185,265	157,793	140,500
<b>FIDELITY VIP HIGH INCOME - INITIAL CLASS/(2)/</b>			
Accumulation Unit Value, Beginning of Period	\$ 7.012	\$ 7.149	\$ 8.967
Accumulation Unit Value, End of Period	\$ 7.149	\$ 8.967	\$ 9.291
Number of Units Outstanding, End of Period	19,412	24,612	15,515
<b>FIDELITY VIP INDEX 500 - INITIAL CLASS/(2)/</b>			
Accumulation Unit Value, Beginning of Period	\$ 7.798	\$ 5.982	\$ 7.574
Accumulation Unit Value, End of Period	\$ 5.982	\$ 7.574	\$ 7.592
Number of Units Outstanding, End of Period	199,494	185,134	187,602

For the Years Beginning January 1\*  
and Ending December 31,  
(September 30 for 2004)

	2002	2003	2004
<b>FIDELITY VIP OVERSEAS - INITIAL CLASS/(2)/</b>			
Accumulation Unit Value, Beginning of Period	\$ 6,698	\$ 5,268	\$ 7,447
Accumulation Unit Value, End of Period	\$ 5,268	\$ 7,447	\$ 7,325
Number of Units Outstanding, End of Period	32,488	22,213	13,388
<b>FTVIP TEMPLETON BOND - CLASS 2/(3)/</b>			
Accumulation Unit Value, Beginning of Period	— —	— —	—
Accumulation Unit Value, End of Period /(8)/	— —	— —	—
Number of Units Outstanding, End of Period /(8)/	— —	— —	—
<b>FTVIP TEMPLETON GLOBAL INCOME SECURITIES - CLASS 2/(2)/</b>			
Accumulation Unit Value, Beginning of Period /(9)/	\$ 11,455	\$ 13,678	\$ 16,506
Accumulation Unit Value, End of Period	\$ 13,678	16,506	16,997
Number of Units Outstanding, End of Period	17,271	18,184	18,283
<b>FTVIP TEMPLETON GROWTH SECURITIES - CLASS 2/(2)/</b>			
Accumulation Unit Value, Beginning of Period/(9)/	\$ 13,196	\$ 10,601	\$ 13,806
Accumulation Unit Value, End of Period	\$ 10,601	13,806	14,240
Number of Units Outstanding, End of Period	280,084	242,109	211,609
<b>FTVIP TEMPLETON STOCK - CLASS 2/(3)/</b>			
Accumulation Unit Value, Beginning of Period	— —	— —	—
Accumulation Unit Value, End of Period /(8)/	— —	— —	—
Number of Units Outstanding, End of Period /(8)/	— —	— —	—
<b>MFS EMERGING GROWTH - INITIAL CLASS/(2)/</b>			
Accumulation Unit Value, Beginning of Period	\$ 5,367	\$ 3,504	\$ 4,497
Accumulation Unit Value, End of Period	\$ 3,504	\$ 4,497	\$ 4,400
Number of Units Outstanding, End of Period	136,954	96,577	90,494
<b>MFS INVESTORS TRUST - INITIAL CLASS/(2)/</b>			
Accumulation Unit Value, Beginning of Period	\$ 8,164	\$ 6,359	\$ 7,656
Accumulation Unit Value, End of Period	\$ 6,359	\$ 7,656	\$ 7,622
Number of Units Outstanding, End of Period	30,519	22,682	22,224
<b>MFS NEW DISCOVERY - INITIAL CLASS/(7)/</b>			
Accumulation Unit Value, Beginning of Period	\$ 10,641	\$ 7,170	\$ 9,450
Accumulation Unit Value, End of Period	\$ 7,170	\$ 9,450	\$ 8,712
Number of Units Outstanding, End of Period	5,692	4,958	1,888
<b>MFS RESEARCH - INITIAL CLASS/(2)/</b>			
Accumulation Unit Value, Beginning of Period	\$ 6,987	\$ 5,197	\$ 6,387
Accumulation Unit Value, End of Period	\$ 5,197	\$ 6,387	\$ 6,482
Number of Units Outstanding, End of Period	55,026	54,504	49,486
<b>MFS UTILITIES - INITIAL CLASS/(7)/</b>			
Accumulation Unit Value, Beginning of Period	\$ 9,117	\$ 6,940	\$ 9,296
Accumulation Unit Value, End of Period	\$ 6,940	\$ 9,296	\$ 10,639
Number of Units Outstanding, End of Period	3,754	1,439	1,876
<b>OPPENHEIMER AGGRESSIVE GROWTH/(2)/</b>			
Accumulation Unit Value, Beginning of Period	\$ 5,557	\$ 3,955	\$ 4,895
Accumulation Unit Value, End of Period	\$ 3,955	\$ 4,895	\$ 5,156
Number of Units Outstanding, End of Period	87,854	56,970	59,721
<b>OPPENHEIMER BALANCED/(3)/(10)/</b>			

Accumulation Unit Value, Beginning of Period	\$	11.763	\$	10.387	\$	12.793
Accumulation Unit Value, End of Period	\$	10.387	\$	12.793	\$	12.921
Number of Units Outstanding, End of Period		254,027		233,410		208,151
<b>OPPENHEIMER CAPITAL APPRECIATION/(2)/</b>						
Accumulation Unit Value, Beginning of Period	\$	7.863	\$	5.668	\$	7.315
Accumulation Unit Value, End of Period	\$	5.668	\$	7.315	\$	7.125
Number of Units Outstanding, End of Period		104,457		80,421		87,679
<b>OPPENHEIMER GLOBAL SECURITIES/(2)/</b>						
Accumulation Unit Value, Beginning of Period	\$	8.391	\$	6.440	\$	9.078
Accumulation Unit Value, End of Period	\$	6.440	\$	9.078	\$	9.203
Number of Units Outstanding, End of Period		103,773		80,720		73,133

#### 45 PROSPECTUS

For the Years Beginning January 1\*  
and Ending December 31,  
(September 30 for 2004)

		2002	2003	2004		
<b>OPPENHEIMER MAIN STREET/(2)/</b>						
Accumulation Unit Value, Beginning of Period	\$	7.973	\$	6.381	\$	7.970
Accumulation Unit Value, End of Period	\$	6.381	\$	7.970	\$	7.930
Number of Units Outstanding, End of Period		163,581		147,506		139,285
<b>OPPENHEIMER STRATEGIC BOND/(3)/</b>						
Accumulation Unit Value, Beginning of Period	\$	10.704	\$	11.336	\$	13.191
Accumulation Unit Value, End of Period	\$	11.336	\$	13.191	\$	13.528
Number of Units Outstanding, End of Period		100,250		75,920		68,290
<b>PUTNAM VT DISCOVERY GROWTH - CLASS IB/(7)/</b>						
Accumulation Unit Value, Beginning of Period	\$	10.135	\$	7.034	\$	9.152
Accumulation Unit Value, End of Period	\$	7.034	\$	9.152	\$	8.622
Number of Units Outstanding, End of Period		—		—		—
<b>PUTNAM VT DIVERSIFIED INCOME - CLASS IB/(7)/</b>						
Accumulation Unit Value, Beginning of Period	\$	9.861	\$	10.293	\$	12.179
Accumulation Unit Value, End of Period	\$	10.293	\$	12.179	\$	12.683
Number of Units Outstanding, End of Period		2,054		8,558		1,860
<b>PUTNAM VT GROWTH AND INCOME - CLASS IB/(7)/</b>						
Accumulation Unit Value, Beginning of Period	\$	9.901	\$	7.905	\$	9.925
Accumulation Unit Value, End of Period	\$	7.905	\$	9.925	\$	10.025
Number of Units Outstanding, End of Period		810		1,457		1,443
<b>PUTNAM GROWTH OPPORTUNITIES - CLASS IB/(7)/</b>						
Accumulation Unit Value, Beginning of Period	\$	10.143	\$	7.049	\$	8.549
Accumulation Unit Value, End of Period	\$	7.049	\$	8.549	\$	7.978
Number of Units Outstanding, End of Period		—		2,742		—
<b>PUTNAM VT HEALTH SCIENCES - CLASS IB/(7)/</b>						
Accumulation Unit Value, Beginning of Period	\$	9.792	\$	7.688	\$	8.971
Accumulation Unit Value, End of Period	\$	7.688	\$	8.971	\$	8.776
Number of Units Outstanding, End of Period		1,628		3,348		4,749
<b>PUTNAM VT NEW VALUE - CLASS IB/(7)/</b>						
Accumulation Unit Value, Beginning of Period	\$	10.117	\$	8.415	\$	10.988
Accumulation Unit Value, End of Period	\$	8.415	\$	10.988	\$	11.394
Number of Units Outstanding, End of Period		1,515		1,481		1,447
<b>STI CLASSIC CAPITAL APPRECIATION/(4)/</b>						
Accumulation Unit Value, Beginning of Period	\$	22.620	\$	17.414	\$	20.330
Accumulation Unit Value, End of Period	\$	17.414	\$	20.330	\$	19.876
Number of Units Outstanding, End of Period		1,179,605		991,698		857,688
<b>STI CLASSIC GROWTH AND INCOME/(2)/</b>						
Accumulation Unit Value, Beginning of Period	\$	9.422	\$	7.374	\$	9.193

Accumulation Unit Value, End of Period	\$ 7.374	\$ 9.193	\$ 9.452
Number of Units Outstanding, End of Period	64,219	70,030	72,640
<b>STI CLASSIC INTERNATIONAL EQUITY/(5)/</b>			
Accumulation Unit Value, Beginning of Period	\$ 10.610	\$ 8.514	\$ 11.522
Accumulation Unit Value, End of Period	\$ 8.514	\$ 11.522	\$ 11.893
Number of Units Outstanding, End of Period	339,522	—	224,260
<b>STI CLASSIC INVESTMENT GRADE BOND/(4)/</b>			
Accumulation Unit Value, Beginning of Period	\$ 13.189	\$ 13.961	\$ 14.244
Accumulation Unit Value, End of Period	\$ 13.961	\$ 14.244	\$ 14.504
Number of Units Outstanding, End of Period	541,750	258	389,653
<b>STI CLASSIC MID-CAP EQUITY/(4)/</b>			
Accumulation Unit Value, Beginning of Period	\$ 16.310	\$ 11.501	\$ 14.705
Accumulation Unit Value, End of Period	\$ 11.501	\$ 14.705	\$ 15.062
Number of Units Outstanding, End of Period	362,074	307,054	266,150
<b>STI CLASSIC SMALL CAP VALUE EQUITY/(6)/</b>			
Accumulation Unit Value, Beginning of Period	\$ 10.894	\$ 10.610	\$ 14.476
Accumulation Unit Value, End of Period	\$ 10.610	\$ 14.476	\$ 15.672
Number of Units Outstanding, End of Period	295,531	252,543	213,689

---

---

**46 PROSPECTUS**

For the Years Beginning January 1\*  
and Ending December 31,  
(September 30 for 2004)

	2002	2003	2004
<b>STI CLASSIC VALUE INCOME STOCK/(4)/</b>			
Accumulation Unit Value, Beginning of Period	\$ 17.159	\$ 14.040	\$ 17.037
Accumulation Unit Value, End of Period	\$ 14.040	\$ 17.037	\$ 17.886
Number of Units Outstanding, End of Period	1,036,229	867,672	743,227

\* Unless otherwise indicated.

- 1) 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%.
- (2) Variable Sub-Accounts that commenced operations on April 27, 2000.
- (3) Variable Sub-Accounts that commenced operations on January 14, 1999.
- (4) Variable Sub-Account that commenced operations on October 2, 1995.
- (5) Variable Sub-Accounts that commenced operations on November 7, 1996.
- (6) Variable Sub-Accounts that commenced operations on October 21, 1997.
- (7) Variable Sub-Accounts that commenced operations on August 30, 2001.
- (8) End of period May 1, 2000.
- (9) Beginning of period May 1, 2000.
- (10) Effective May 1, 2004, the Oppenheimer Multiple Strategies Fund/VA changed its name to the Oppenheimer Balanced Fund/VA. We have made a corresponding change in the name of the Variable Sub-Account that invests in that Portfolio.

---

---

## APPENDIX B MARKET VALUE ADJUSTMENT

The Market Value Adjustment is based on the following:

I = the interest crediting rate for a Guarantee Period

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

J = the current interest crediting rate offered for a Guarantee Period of length N on the date we determine the Market Value Adjustment.

J will be determined by a linear interpolation between the current interest rates for the next higher and lower integral years. For purposes of interpolation, current interest rates for Guarantee Periods not available under this Contract will be calculated in a manner consistent with those which are available.

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

$$.9 \times (I - J) \times N$$

Any transfer, withdrawal, or death benefit (depending on your Contract) paid or amount applied to an Income Plan from a Guarantee Period (except during the 30 day period after such Guarantee Period expires) will be multiplied by the Market Value Adjustment factor to determine the Market Value Adjustment.

### 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: This illustration assumes that premium taxes are not applicable.

Step 1. Calculate Contract \$10,000.00 X

(1.0450)/3 /= \$11,411.66 Value at End of

Contract Year 3:

Step 2. Calculate the Free Withdrawal Amount:

$$.10 \times \$11,411.66 = \$1,141.17$$

Step 3. Calculate the Withdrawal Charge:

$$.05 \times (\$10,000.00 - \$1,141.17) = \$442.94$$

Step 4. Calculate the Market Value Adjustment

$$I = 4.5\%$$

$$J = 4.2\%$$

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

Market Value Adjustment Factor:

$$.9 \times (I - J) \times N = .9 \times$$

$$(.045 - .042) \times (730/365) = .0054$$

Market Value Adjustment =

Market Value Adjustment Factor

x Amount Subject to

Market Value Adjustment:

$$=.0054 \times \$11,411.66 = \$61.62$$

$$\$11,411.66 - \$442.94 + \$61.62 = \$11,030.34$$

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

**the end of Contract Year 3:**

**EXAMPLE 1 (ASSUMES DECLINING INTEREST RATES)**

**48 PROSPECTUS**



---

---

**EXAMPLE 2: (ASSUMES RISING INTEREST RATES)**

Step 1. Calculate Contract Value \$10,000.00 X

$(1.045)^3 / = \$11,411.66$  at End of Contract

Year 3:

Step 2. Calculate the Free Withdrawal Amount:

$$.10\% \times (\$11,411.66) = \$1,141.17$$

Step 3. Calculate the Withdrawal Charge:

$$=.05 \times (\$10,000.00 - \$1,141.17) = \$442.94$$

Step 4. Calculate the Market Value Adjustment:

$$I = 4.5\%$$

$$J = 4.8\%$$

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

Market Value Adjustment Factor:

$$.9 \times (I - J) \times N = .9 \times$$

$$(.045 - .048) \times (730/365) = -.0054$$

Market Value Adjustment =

Market Value Adjustment Factor

x Amount Subject to

Market Value Adjustment:

$$= -.0054 \times \$11,411.66 = -\$61.62$$

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

$$\$11,411.66 - \$442.94 - \$61.62 = \$10,907.10$$

**the end of Contract Year 3:**

**49 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**

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

(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) Form of Flexible Premium Deferred Variable Annuity Contract filed herewith.

(4)(b) Form of Contract Endorsement (reflecting Allstate as issuer) filed herewith.

(5) Opinion and Consent of Counsel re: Legality of securities being registered. Filed herewith.

(15) Letter re: unaudited interim financial information from Independent 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 5 th day of October, 2017.

*/JOHN E. DUGENSKÉ ----- 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:

- (1)(a) Form of Underwriting Agreement
- (1)(b) Assignment & Delegation of Administrative Services Agreements Underwriting Agreements, and Selling Agreements
- (4)(a) Form of Flexible Premium Deferred Variable Annuity Contract
- (4)(b) Form of Contract Endorsement
- (5) Opinion and Consent of 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
- (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 single payment deferred annuity contracts identified in the Attachment A ("Contracts"); and

WHEREAS, the Contracts to be issued by Company are registered with the Securities and Exchange Commission ("Commission") under the Securities Act of 1933 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 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;

2

(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 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. 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,

4

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) 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

5

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 any 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

Attachment A

**UNDERWRITING AGREEMENT**

**"CONTRACTS" FORM #**

**Single Premium Deferred Annuity**

**Attachment B**

**UNDERWRITING AGREEMENT**



**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 1<sup>st</sup> 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

CONTRACT

ANNUITY DATA

CONTRACT NUMBER: . . . . . 44444444
ISSUE DATE: . . . . . December 31, 1996
INITIAL PURCHASE PAYMENT: . . . . . \$10,000.00
IRA
INITIAL ALLOCATION OF PURCHASE PAYMENT:

ALLOCATED AMOUNT (%)
-----
VARIABLE SUB-ACCOUNTS
Federated Prime Money Fund II 10%
Investment Grade Bond Fund 10%
Value Income Stock Fund 10%
Capital Growth Fund 10%
Mid-Cap Equity Fund 5%
International Equity Fund 5%

RATE
ALLOCATED GUARANTEED GUARANTEED
AMOUNT (%) INTEREST RATE THROUGH
-----
STANDARD FIXED ACCOUNT
1 Year Guarantee Period 10% 5.00% 11/30/1997
GUARANTEED MATURITY AMOUNT FIXED ACCOUNT
3 Year Guarantee Period 10% 6.40% 11/30/1999
5 Year Guarantee Period 10% 7.00% 11/30/2001
7 Year Guarantee Period 10% 7.20% 11/30/2003
10 Year Guarantee Period 10% 7.35% 11/30/2006

MINIMUM GUARANTEE RATE FOR FIXED ACCOUNT: . . . . . 3.00%

PAYOUT START DATE: . . . . . March 4, 2041

(Latest date 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
-----
Robert Doe Son 100%

Agent Name/Number
DPGA248 (AL, TN)

**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 STI Classic (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.

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/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.

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/Angela K. Fontana

Angela K. Fontana  
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 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.

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/Mary Jane Fortin

Mary Jane Fortin  
Director and President

## 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/Mario Imbarrato

Mario Imbarrato

Director, Vice President

and Chief Financial 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.

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/Katherine A. Mabe

Katherine A. Mabe  
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/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.

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/Julie Parsons  
Julie Parsons  
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/Samuel H. Pilch

Samuel H. Pilch

Director, Senior Group Vice

President and Controller



## 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/John Rugel

P. John Rugel

Director and Senior Vice President

## 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, on 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/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 5<sup>th</sup> day of October, 2017.

/s/Brian Stricker

Brian Stricker

Director and Senior Vice President

## 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/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.